

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 4	DATE March 26, 2012
TO LEASE NO. GS-08P-14570		

ADDRESS OF PREMISES **2708 North 1st Avenue
Sioux Falls, SD 57104**

THIS AGREEMENT, made and entered into this date by and between
 whose address is **ICE on Amidon, LLC
 3130 West 57th Street, Suite 112
 Sioux Falls, SD 57108-3123**
 hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:
 WHEREAS, the parties hereto desire to amend the above Lease, to **establish the start date of the lease, include the change order for the agency's portion of security costs under tenant improvement costs, and provide for payments of approved tenant improvements.**
 NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 26, 2012 as follows:

Paragraphs 2, 3, 4, 11, 19, and 33 of the lease are amended by deleting the existing text and substituting, in lieu thereof, the following, Paragraph 36 and 37 are hereby added to the lease.

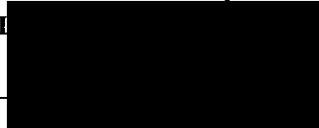


"2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on March 26, 2012 through March 25, 2032, subject to termination and renewal rights as may be hereinafter set forth."

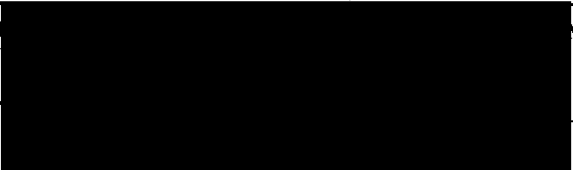
3. The Government shall pay to the Lessor rent as follows:

<i>Months</i>	<i>Shell</i>	<i>Cost of Services</i>	<i>Annualized</i>			<i>Total Annual Rent</i>	<i>Total Monthly Rent</i>
			<i>Building Specific Security</i>	<i>Tenant Improvement Allowance</i>			
3/26/12 - 3/25/17	\$ 555,342.87	\$ 137,190.42	\$ 58,373.29	\$ 195,031.58	\$ 945,938.16	\$ 78,828.18	
3/26/17 - 3/25/22	\$ 629,125.58	\$ 137,190.42	\$ 58,373.29	\$ 0.00	\$ 824,689.29	\$ 68,724.11	
3/26/22 - 3/25/27	\$ 663,026.58	\$ 137,190.42	\$ 0.00	\$ 0.00	\$ 800,217.00	\$ 66,684.75	
3/26/27 - 3/25/32	\$ 722,975.04	\$ 137,190.42	\$ 0.00	\$ 0.00	\$ 860,165.46	\$ 71,680.46	

Rent for a lesser period shall be prorated. Rent check shall be made payable to:
**ICE on Amidon, LLC
 3130 W. 57th Street, Suite 112
 Sioux Falls, SD 57108-3123**

All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR,  _____
 BY  _____
 IN PRESENCE OF  _____
3130 W 57th St. #112 Sioux Falls, SD
 (Address) **57108**

UNITED STATES OF AMERICA
 GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE, MOUNTAIN-PLAINS SERVICE
 BY  _____
CONTRACTING OFFICER
 (Official Title)
Michael A. Gawell

4. The Government may terminate this lease at any time on or after the 10th year of the lease or the date of March 26, 2022, by giving at least 120 days notice in writing to the lessor and no additional rental shall accrue after the date of termination. Said notice shall be computed commencing with the day after the date of mailing.

11. The date of March 26, 2012 shall be the effective date of the lease. The Lease term shall then be in force for twenty (20) years thereafter (unless terminated in accordance with Paragraph 4 of the Lease SF-2, as amended under this Supplemental Lease Agreement, SLA 4), computed from the actual effective date of March 26, 2012. The Anniversary date for purposes of adjustments shall be adjusted accordingly also and shall be March 26, 2012.

19. The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 1.18 of the Lease, all Tenant Improvements required by the Government for occupancy must be performed by the successful Offeror as part of the rental consideration, subject to price adjustments as discussed in the paragraph entitled, "ADJUSTMENTS TO OFFERED PRICES PRIOR TO PRESENT VALUE EVALUATION (MAR 2006)". The Lessor agrees to provide \$2,287,456.80 toward the cost of the Tenant Improvements. The Government elects to pay a portion of the tenant buildout of \$1,436,585.44 via lump sum payment upon space acceptance. The Lessor and Government agree that the remaining tenant build out cost of \$850,871.36 is amortized for a period of five (5) years at 5.5%. Therefore, the amortized tenant build out costs are \$195,031.58 per annum or \$7.19 per rentable square foot. In the event the Tenant Improvement Cost is less than the amount provided above, or the Government elects to pay all or any additional portion of the tenant buildout cost via lump sum payment, the Lessor agrees to refund such difference in the form of reduction of base rent using a 5.5% amortization rate. The refund will be a credit of the rent equally spread out throughout the initial five (5) years of lease term. In the event that the Tenant Improvement Cost is greater than the amount provided above, Lessor agrees to amortize the additional cost at 5.5% throughout the initial five (5) years of lease term, or the Government may choose to pay lump sum for any part of the Tenant Improvement Cost. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

Additionally, Building Security Amortized Costs (BSAC) of \$448,227.00 (based on \$16.87 per ANSI/BOMA Office Area square foot) shall be amortized through the rent for ten (10) years at the rate of 5.5%. The annual cost included in the rent is \$58,373.29.

33. In accordance with Paragraph 1.3 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit, which shall be hereby agreed to as [REDACTED] only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as a credit to the shell rental portion of the annual rental payments.

Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Initials
[Signature]
[Signature]

Paragraph 33 CONTINUED

First Month's Rental Payment \$78,828.18 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$78,828.18 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Third Month's Rental Payment \$78,828.18 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.

Fourth Month's Rental Payment \$78,828.18 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's rent.

Fifth Month's Rental Payment \$78,828.18 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's rent.

36. CHANGE ONE; SECURITY PACKAGE: In accordance with notices to proceed dated December 23, 2011 (NTP [REDACTED]) in the amount of [REDACTED], and Notice to Proceed dated March 22, 2012 (NTP [REDACTED]) in the amount of [REDACTED], these notices and changes are hereby incorporated into the tenant improvement amount as referenced under paragraph 19 of Supplemental Lease Agreement Number 4. The total of these changes come to an amount of **\$222,871.80**. The changes included and accounted for as a portion of the total amount of tenant improvements referenced in Paragraph 19 are paid under the provisions of paragraph 37 below of this SLA Number 4

"37. TENANT IMPROVEMENT PAYMENT: In conjunction with paragraph 19 of the SF-2, as amended under SLA 3 and SLA Number 4 of the lease, and based upon finalized quotes and approvals provided by the government, the Government agrees to reimburse the Lessor in an amount of **\$1,436,585.44** upon **completion of the work, inspection, and acceptance** of the following described work items by the Government, Supplemental Lease Agreement Number 4 signed by both parties, and upon receipt of an **acceptable itemized invoice** by the Lessor. In no event shall payment be made prior to the delivery date for the work. Payment will be made for those items that are newly installed, based on the referenced plans, negotiated and agreed upon costs between GSA and ICE on Amidon, LLC. Any other changes to the scope of work, or any increases in the price, shall be approved in writing by the GSA Contracting Officer.

Payment will be made for those items that are newly installed, based on the above negotiated and agreed upon cost. Payment shall be forwarded to the above named Vendor. The Vendor receiving payment shall issue the invoice. The Invoice shall include a unique invoice number and cite the following **PDN Number PS 0023103**. (Invoices submitted without the PDN Number are immediately returned to the Vendor). Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the GSA Finance Website at www.finance.gsa.gov. Vendors who are unable to process the invoices electronically may mail the invoices to the following address: GSA, Greater Southwestern Finance Center (7BCP), P.O. Box 17181, Fort Worth, TX 76102.

The Lessor shall remain responsible for maintenance and repair of items provided as a result of approved Requests for Proposals during construction of the Tenant Improvements throughout the term of the lease. The Lessor waives any restoration in connection with these items."

Initials	
Gov't <i>[Signature]</i>	Lessor <i>[Signature]</i>