

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. **GS-08P-LSD14888**

ADDRESS OF PREMISES

Knights Building  
910 5<sup>th</sup> St.  
Rapid City, SD 57701

THIS AGREEMENT, made and entered into this date by and between

Knights, LLC  
Peter Anderson

whose address is

2834 Jackson Park, Suite 202  
Rapid City, SD 57701

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 read as follows:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 31, 2015, as follows:

I. Section 1.03 "Rent and Other Consideration" Paragraph A of the lease is hereby deleted in its entirety and replaced with the following:

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$38,401.97	\$40,344.48
TENANT IMPROVEMENTS RENT	\$20,859.54	\$0.00
OPERATING COSTS	\$11,032.47	\$11,032.47
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$4,584.80	\$0.00
PARKING	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$74,878.78</b>	<b>\$51,376.95</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$15.42 per RSF multiplied by 2,490 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$91,004.65 is amortized at a rate of 5.5 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$4.43 per RSF multiplied by 2,490 RSF

<sup>4</sup>Parking costs described under sub-paragraph A above

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

II. Section 5.16 "Data Distribution" of the lease is hereby deleted in its entirety and replaced with the following:

"The Lessor shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Lessor-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop."

III. Section 7.02 "Reimbursable Items" is hereby added:

"REIMBURSABLE ITEMS: The Government agrees to reimburse \$28,146.42 to the Lessor upon completion and acceptance of the project by the Government and upon receipt of acceptable itemized invoice from the Lessor. Payment shall be forwarded to:

Knights, LLC  
2834 Jackson Blvd, Suite 202  
Rapid City, SD 57702

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number \_\_\_\_\_ [Invoices submitted without the PDN 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 Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Vendors who are unable to process the invoices electronically, may mail the invoices to the following address: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas 76102."

IV. Section 7.01 "Security Standards" is hereby amended as follows:

"The Lessor agrees to the requirements of Security Level 2, attached to this Lease. The purchase and installment of a [REDACTED] shall also be incorporated into the space."

[REDACTED]

[REDACTED] *CHS*

Entity Name: Knights, LLC  
Date: 7/31/15

GSA, Public Buildings Service  
Date: 8/18/15

[REDACTED]

Name: Teresa Harris  
Title: Property Manager  
Date: 7-31-15