

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO GS-06P-90056	DATE OCT 11 2011	PAGE 1 of 3
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ADDRESS OF PREMISES

2600 Voyager Avenue, Sioux City, Iowa 51111-1000

THIS AGREEMENT, made and entered into this date by and between SIOUCESSA VENTURE, LLC

whose address is 101 W. 2nd Street, Suite 300
Davenport, IA 52801-1814

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease

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

This SLA is issued to correct the physical address of the premises, establish beneficial occupancy, and to reconcile approved tenant improvements.

I. Paragraph 1 of the Lease shall be deleted in its entirety and the following substituted therefore:

"1. The Lessor hereby leases to the Government the following described premises:

A total of 11,372 rentable square feet (RSF) of office and related space, which yields 9,632 ANSI/BOMA Office Area square feet (USF) of space (as described in Exhibit A attached hereto) in the building at 2600 Voyager Avenue, Sioux City, Woodbury County, Iowa 51111 (as described in Exhibit B attached hereto) to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are a total of 45 on-site parking spaces, consisting of 25 surface parking spaces and 20 structured parking spaces, for the exclusive use of Government employees and patrons."

2. Paragraph 2 of the Lease shall be deleted in its entirety and the following substituted therefore:

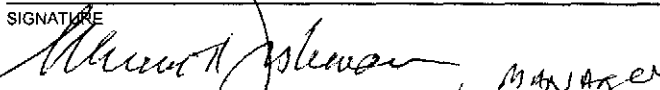
"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning August 1, 2011, through July 31, 2026, subject to termination and renewal rights as may be hereinafter set forth."

(Pages 2 and 3 are attached hereto and made a part hereof.)


All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

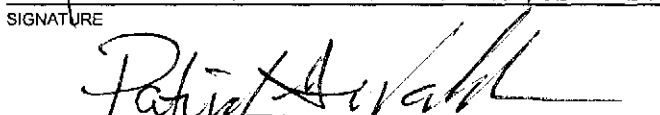
LESSOR: SIOUCESSA Venture, LLC

SIGNATURE 	NAME OF SIGNER MICHAEL H. FISHMAN
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ADDRESS [REDACTED]	
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IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER LINDA S. LAWSON
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UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION

SIGNATURE 	NAME OF SIGNER Patrick G. Walsh OFFICIAL TITLE OF SIGNER Lease Contracting Officer
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3. Paragraph 3 of the Lease shall be deleted in its entirety and the following substituted therefore:

"3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security	Total Annual Rent	Total Monthly Rent
8/1/11 - 10/31/11	\$0.00	\$ 54,750.00	\$0.00	\$0.00	\$ 54,750.00	\$ 4,562.50
11/1/11 - 7/31/21	\$ 340,903.69	\$ 54,750.00	\$53,851.76	\$28,164.06	\$ 477,669.51	\$ 39,805.79
8/1/21 - 7/31/26	\$ 422,919.00	\$ 54,750.00	\$0.00	\$0.00	\$ 477,669.00	\$ 39,805.75

Shell rent, amortized tenant build-out, and amortized building specific security rent for August 1, 2011, through October 31, 2011, will be abated. Shell rent for November 1, 2011, through January 31, 2012, shall be reduced due to the Commission Credit as described in Paragraph 9.

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

SIOUCESSA VENTURE, LLC
101 W. 2ND STREET, SUITE 300
DAVENPORT, IA 52801-1814"

4. Paragraph 4 of the Lease shall be deleted in its entirety and the following substituted therefore:

"4. The Government may terminate this lease in whole or in part at any time after July 31, 2021, by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

5. Paragraph 7 of the Lease shall be deleted in its entirety and the following substituted therefore:

"7. The total Tenant Improvement Cost, including all approved Change Orders, is \$663,833.72. The tenant improvement cost of \$390,827.93 is amortized for a period of 120 months at 6.75%, or \$53,851.76 annually.

Therefore, the total cost of the Tenant Improvements exceed the Allowance by \$273,005.79. Of this total Tenant Improvement Cost, \$49,800.00 is included in the amortized Building Specific Security amount in Paragraph 3 herein, and the remaining \$223,205.79 will be paid by the Government upon completion and acceptance of the improvements via lump-sum payment. Regarding this lump-sum payment of \$223,205.79, please follow these instructions:

- Name of the Lessor, which must appear exactly as shown on the Lease.
- A unique invoice number on the invoice submitted for payment.
- Invoice date.
- **GSA PDN #PS0017400 noted at top of invoice.**
- Lease contract number (GS-06P-90056), Supplemental Lease Agreement Number (SLA 2), and address of leased premises.
- Description, price, and quantity of property and services actually delivered or rendered.
- "Remit to" address.
- Name, title, phone number and mailing address of person to be notified in the event of a defective invoice.
- Invoice must be either submitted on company letterhead or signed by the person with whom the lease is made.

INITIALS:  & 
Lessor Government

Lease No. GS-06P-90056
SLA No. 2

Invoices submitted to Finance without the PS number are immediately returned to the vendor or lessor.

Please submit invoices electronically on the Finance Website at www.finance.gsa.gov. Vendors or lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
PO BOX 17181
Fort Worth, TX 76102

A copy of the invoice must be provided to the following address:

General Services Administration
Attn: Patrick G. Walsh, Lease Contracting Officer
East Leasing Services Branch (6PRE)
Real Estate Acquisition Division
1500 East Bannister Road
Kansas City, MO 64131-3088
Fax: 816-926-8307

6. Paragraph 9 of the Lease shall be deleted in its entirety and the following substituted therefore:

"9. In accordance with SFO paragraph 2.4, *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 Aggregate Lease Value for the initial firm term of the 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 described in Paragraph 2.4, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. Due to the free rent described in Paragraph 3 of this Lease, the reduction in shell rent shall commence November 1, 2011 and continue until the credit has been fully recaptured as indicated in this schedule for adjusted Monthly rent:

November 2011's monthly Shell Rent is \$28,408.64 minus the Commission Credit of [REDACTED] November 2011's adjusted Gross Monthly Rental Payment is [REDACTED]
December 2011's monthly Shell Rent is \$28,408.64 minus the Commission Credit of [REDACTED] December 2011's adjusted Gross Monthly Rental Payment is [REDACTED]
January 2012's monthly Shell Rent is \$28,408.64 minus the Commission Credit of [REDACTED] January 2012's adjusted Gross Monthly Rental Payment is [REDACTED]

7. The Lessor acknowledges that the majority of the exterior windows, while technically conforming to the security specifications of Paragraph 10.23 Shatter-Resistant Window Protection Requirements, were provided by a supplier that used a manufacturing process that resulted in an unacceptable level of visual distortion. The Lessor agrees to exhaust all reasonable remedies to correct this problem, including but not limited to, making the supplier provide a better alternative, or replacing the windows using a supplier with different manufacturing methods. The solution for the remedy will be at no cost to the Government. The Government will assist the Lessor with any documentation needed, should the current manufacturer not warrant their product, and Legal recourse is required.

INITIALS: mtj & Dr
Lessor Government

Lease No. GS-06P-90056
SLA No. 2