

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES	SUPPLEMENTAL AGREEMENT No. 1	DATE April 13, 2011
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. LSD14505	Page 1 of 3

ADDRESS OF PREMISES **1410 East Highway 14, Pierre, SD 57501**

THIS AGREEMENT made and entered into this date by and between **GET Ventures, L.L.C.**

whose address is **2400 Commerce Road
Rapid City, SD 57702-8005**

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, effective **March 01, 2011** as follows: To reconcile the square footage, restate the start date of the lease, and incorporate the amortized Tenant improvements as well as pay a lump sum amount for certain Tenant improvements provided under the lease.

I. Paragraph 1 is here by deleted in its entirety and replaced by the following:


1. The Lessor hereby leases to the Government the following described premises:
 6,353 rentable square feet (r.s.f.), yielding approximately 5,339 ANSI/BOMA Office Area square feet and related space located at 1410 East Highway 14, Pierre, SD 57501, together with 18 onsite parking spaces, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."

II. Paragraph 2 is here by deleted in its entirety and replaced by the following:

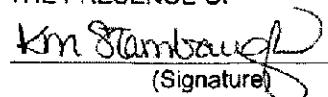
2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on **March 01, 2011** through **February 28, 2026**. The government may terminate this lease at any time on or after **March 1, 2021** by giving at least 60 days prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.


LESSOR: GET Ventures, L.L.C.

BY  CO-owner
 (Signature) (Title)

IN THE PRESENCE OF

 2400 Commerce Rd Rapid City, SD 57702-8005
 (Signature) (Address)

OF AMERICA GSA

BY  Contracting Officer
 (Signature) (Official Title)

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III. Paragraph 3 is here by deleted in its entirety and replaced by the following:

"3. **RENTAL RATE:** For years one through ten, The Government shall pay the Lessor Annual Rent of \$222,799.71 or \$35.07 per RSF, at the rate of \$18,566.64 per month in arrears. Rent for a lesser period shall be prorated.

Annual Rent consists of three (3) components:

- a. **Shell Rent.** Shell Rental Rate is \$157,714.83 annually or \$24.8253 per RSF. Shell Rental Rate includes base year share of annual Real Estate Taxes which is \$3,455.80 or \$.54 per RSF and building specific security cost at \$546.47 or \$.08 per RSF.
- b. **Base Operating Costs.** Base year services cost is \$37,955.09 annually or \$5.97 per RSF.
- c. **Amortized Tenant Improvement.** Adjusted amortized TI rental is \$27,129.79 annually or \$4.27 per RSF.

For years eleven through fifteen, (11 – 15) the government shall pay annual rent of \$195,123.45 or \$30.71 per rentable square foot at a rate of \$16,260.2875 per month in arrears. The rental shall consist of a shell rate of \$157,168.36 (\$24.74 per RSF) and Base cost of services of \$37,955.09 (\$5.97 / RSF), plus any CPI adjustments that may be appropriate per the lease.

Rent for a lesser period shall be prorated. Rent shall be payable and deposited through Electronic Fund Transfer (EFT) to:

GET Ventures, L.L.C.
2400 Commerce Road
Rapid City, SD 57702-8005

IV. Paragraph 12 is here by deleted in its entirety and replaced by the following:

12. **PERCENTAGE OF OCCUPANCY:** Pursuant to Paragraph 4.2, "Tax Adjustment GSAM 552.270-24," for purposes of tax escalation, the Government occupies 6,353/10,478 rentable square feet (60.6318%).

V. Paragraph 13 is here by deleted in its entirety and replaced by the following:

13. **OPERATING COST:** Pursuant to Paragraph 4.3, "Operating Cost", the base rate for purposes of operating cost escalation is established at \$37,955.09 per annum for space occupied by the FBI and shall be adjusted according to CPI as specifically described in paragraph 4.3 of the SFO.

VI. Paragraph 17 is here by deleted in its entirety and replaced by the following:

17. **TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance of \$194,715.87 shall be amortized over the ten (10) year (120 month) first term of the lease agreement at an interest rate (amortization rate) of 7% per year. This payment consists of 120 monthly payments of \$2,260.82 for a total of \$27,129.79 per year for ten years.

VII. Paragraph 23 is here by deleted in its entirety and replaced by the following:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] (\$133,679.83 X [REDACTED]). The Lessor agrees to pay the Commission less the Commission Credit [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

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Notwithstanding Paragraph 3 of this 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:

First Month's Rental Payment \$18,566.64 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment 18,566.64 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Third Month's Rental Payment 18,566.64 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.

Fourth Month's Rental Payment 18,566.64 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's rent.

VIII. Paragraph 24 is hereby added to the lease:

Tenant Improvement Payment: The Government shall pay the Lessor a one-time lump sum payment of \$305,186.81 upon completion of the work, inspection, and acceptance of the space and upon receipt of an acceptable itemized invoice by the Lessor. Payment will be made for those negotiated and agreed upon costs between GSA and GET Ventures, L.L.C. 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, **PS0019942**. (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."

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

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Lessor Government