

SUPPLEMENTAL LEASE AGREEMENT

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|---------------------------------------|------------------------------|------|----------------|
| SUPPLEMENTAL LEASE AGREEMENT NO. 1 | TO LEASE NO. GS-06P-90081 | DATE | PAGE 1 of 3 |
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ADDRESS OF PREMISES
515 S. Kansas Ave., Topeka, KS 66603-3405

THIS AGREEMENT, made and entered into this date by and between GRAY HORSE FARMS, LLC

whose address is 201 S. KANSAS
TOPEKA, KS 66603-3616

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 December 1, 2010 as follows:

The purpose of this Supplemental Lease Agreement is to reconcile the effective date of the lease and the tenant improvement allowance associated with the initial buildout.

Paragraph 2 of the Lease is deleted in its entirety and replaced with the following:

- "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 1, 2010 and continuing through November 30, 2025."

Paragraph 3 of the Lease is deleted in its entirety and replaced with the following:

- "3. The Government shall pay the Lessor annual rent as follows:

| | RSF | USF | Shell | Operating Base | Tenant Improvements | Building Specific Security | Parking | Total Annual Rent |
|------------------------|-------|-------|-------------|----------------|---------------------|----------------------------|------------|-------------------|
| 12/1/2010 - 11/30/2020 | 4,148 | 3,771 | \$26,397.00 | \$0.00 | \$18,389.49 | \$1,043.30 | \$5,040.00 | \$50,869.79 |
| 12/1/2020 - 11/30/2025 | 4,148 | 3,771 | \$26,397.00 | \$0.00 | \$0.00 | \$0.00 | \$5,040.00 | \$31,437.00 |

The base cost of services for this lease is \$20,813.00. However, the space is vacant and the operating costs will not be charged to the Government until the space is occupied. Upon occupancy, a Supplemental Lease Agreement will be prepared to begin payment of the operating costs.

(SEE ATTACHED SHEET 2A AND EXHIBIT "A")

hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE GRAY HORSE FARMS, LLC

NAME OF SIGNER

HOWARD T. PAUL, Manager

ADDRESS

Topeka, Ks 66603

NAME OF SIGNER

Charles Garger

UNITED STATES OF AMERICA

NAME OF SIGNER

Cindy Jackson-Kiley

OFFICIAL TITLE OF SIGNER

Lease Contracting Officer

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GSA Form 276 (REV. 12/2008)
Prescribed by GSA - FPR (41 CFR) 1-16.601

Rent for a lessor period shall be prorated. Rent checks shall be made payable to:

GRAY HORSE FARMS, LLC
201 S. KANSAS
TOPEKA, KS 66603 -3616"

Paragraph 4 of the Lease is deleted in its entirety and replaced with the following:

"4. The total tenant finish costs are \$433,086.00 and includes initial tenant finish costs in the amount of \$414,312.00, Change Order #1 in the amount of [REDACTED], Change Order #2 in the amount of [REDACTED]0, Change Order #3 in the amount of [REDACTED] Change Order #4 in the amount of [REDACTED] EXEMPTIBLE, Change Order #5 in the amount of [REDACTED], Change Order #6 in the amount of [REDACTED], and Change Order #7 in the amount of [REDACTED] (See attached Exhibit A). In accordance with SFO paragraph 3.2, *Tenant Improvements Included in Offer*, the Lessor agrees to provide a tenant improvement allowance in the amount of \$131,985.00 to be amortized over the firm term of the Lease (120 months) at 7.0%. Also included as part of the rental consideration is a building specific security allowance of \$7,488.00 to be amortized over the firm term of the Lease (120 months) at 7%.

Upon completion, inspection, and acceptance of the work by the Contracting Officer and submission of a proper invoice, the Government agrees to compensate the Lessor in the remaining amount of \$301,101.00 in a one-time lump-sum payment.

An invoice for payment must be submitted as follows:

Original Invoice: General Services Administration
Finance Division (78CPL)
P.O. Box 17181
Ft. Worth, TX 76102-0181
Telephone (817) 334-2397

Copy To: General Services Administration
Matthew W. Heimerling, Contracting Officer
Realty Services Division (6PRW)
1500 E. Bannister Road
Kansas City, MO 64131-3088

A proper invoice must include:

- PDN # PS0019161
- Name of the Lessor shown on the lease and invoice date.
- Lease contract number, supplemental lease agreement number and building address
- Description, price, and quantity of property and services actually delivered or rendered.

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made."

Paragraph 10 of the Lease is deleted in its entirety and replaced with the following:

"10. In accordance with SFO paragraph 4.3, *Operating Costs*, the escalation base is established as \$20,813.00. The escalation year is established as December 1, 2010."

Paragraph 11 of the Lease is deleted in its entirety and replaced with the following:

"10. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$7.00/USF for vacant space (rental reduction) post initial occupancy."

Initials:  & 
Lessor & Government

Sheet 2
GS-06P-90081
SLA #1