

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-06P-01007	DATE MAR 01 2011	PAGE 1 of 3
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 January 13, 2011 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 and to reconcile the actual rentable and ANSI/BOMA Office Area (USF) square feet of the space.

Paragraph 1 of the Lease is deleted in its entirety and replaced with the following:

The Lessor hereby leases to the Government the following described premises:


1. A total of 1,291 rentable square feet (RSF) of office and related space, which yields 1,260 ANSI/BOMA Office Area square feet (USF) of space and -0- parking spaces in a building located at 515 S. Kansas Ave., Topeka, KS to be used for such purposes as determined by the General Services Administration. An additional 222 ANSI/BOMA Office Area square feet (USF) of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) is included bringing the total rentable square footage to 1,519 and usable square footage to 1,482 ANSI/BOMA Office Area square feet (USF) of space.


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 January 13, 2011 and continuing through January 12, 2021.


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

LESSOR

SIGNATURE 	NAME OF SIGNER Howard T. Paul
ADDRESS 201 S. Kansas, Topeka, Ks 66603	

IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER Ann Adams
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UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Cindy Jackson-Kiley
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

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	Total Annual Rent	Rate/USF
1/13/2011 - 1/12/2016	1,291	1,260	\$9,608.58	\$5,948.49	\$11,699.53	\$27,256.60	\$21.63222
1/13/2016 - 1/12/2021	1,291	1,260	\$9,608.58	\$5,948.49	\$0.00	\$15,557.07	\$12.34688

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 \$73,880.44 and includes initial tenant finish costs in the amount of \$71,421.44, Change Order #1 in the amount of \$1,913.00 and Change Order #2 in the amount of \$546.00. 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 \$48,083.53 to be amortized over the firm term of the Lease (60 months) at 8.0%.

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 \$25,796.91 in a one-time lump-sum payment.

An invoice for payment must be submitted as follows:



Original Invoice: General Services Administration
Finance Division (7BCPL)
P.O. Box 17181
Ft. Worth, TX 76102-0181
Telephone (817) 334-2397

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

A proper invoice must include:

- PDN # 0019410
- 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.

Initials:  & 
Lessor Govt



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Paragraph 8 of the Lease is deleted in its entirety and replaced with the following:

8. In accordance with SFO paragraph 4.1 *Measurement of Space*, the common area factor is established as 1.0246032 (1,291 RSF/ 1,260 USF).

Paragraph 9 of the Lease is deleted in its entirety and replaced with the following:

9. In accordance with SFO paragraph 4.2 *Operating Costs*, the escalation base is established as \$5,948.49 per annum.

Initials:  & 
Lessor Gov't