

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-05B-18328	DATE June 18, 2012	PAGE 1 of 2
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ADDRESS OF PREMISES
Parkway Tech Center, 3430 Constitution Drive, Springfield, IL 62711-9410

THIS AGREEMENT, made and entered into this date by and between B-I-L INVESTMENT PROPERTIES

whose address is 1999 WABASH AVENUE, SUITE 202
SPRINGFIELD, IL 62704-5374

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

WHEREAS, the parties for the considerations hereinafter mentioned covenant and agree that said Lease is amended, effective June 1, 2012, as follows: Supplemental Lease Agreement No. 2 is issued to establish the substantial completion date, rent commencement date, and to document monthly rent based on final tenant improvement and security costs and establish the final commission amount and credit. All other terms and conditions remain the same.

1. Section 2 of the Lease is hereby replaced with the following

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year term beginning June 1, 2012 through May 31, 2022, subject to termination and renewal rights, if any, as may be hereinafter set forth."

2. Section 3. of the Lease is hereby replaced with the following

"3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

<u>TERM</u>	<u>RATE PER RSF</u>	<u>MONTHLY RENT</u>	<u>ANNUAL RENT</u>
6/1/12 – 5/31/17	\$34.30	\$15,053.45	\$180,641.43
6/1/17 – 5/31/22	\$15.24	\$6,687.82	\$80,253.84

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO GS-05B-18328. Rent for a lesser period shall be prorated. Rent shall be made payable to:

B-I-L Investment Properties
1999 Wabash Avenue, Suite 202
Springfield, IL 62704-5374"

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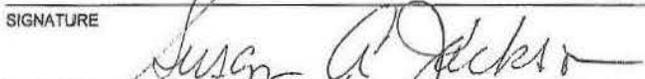
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE 	NAME OF SIGNER TODD P. SMITH
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ADDRESS
1999 WABASH AVE., SUITE 202 SPRINGFIELD, IL 62704

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER SUSAN JACKSON
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ADDRESS
1999 WABASH 202 SPRINGFIELD, IL 62704

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER William Clark Douglas
	OFFICIAL TITLE OF SIGNER Contracting Officer

3. Section 4 of the Lease is hereby replaced with the following:

"4. The Government may terminate this lease at any time on or after May 31, 2017 of the lease by giving at least 60 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.

4. Section 10 of the Lease is hereby replaced with the following:

"10. The total Tenant Improvement Cost is \$294,359.19 (based on \$59.2510 per ABOA SF) and is amortized at 6.5% for 60 months and included in the rent."

5. Section 12 of the Lease is hereby replaced with the following:

"12. The date of substantial completion and acceptance of the premises, and the anniversary date for annual escalations and operating cost adjustments is established as June 1, 2012.

6. Section 25 of the Lease is hereby replaced with the following:

"25. In accordance with Paragraph No. 2.3 (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 firm term value of this 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, which shall be hereby agreed to as [REDACTED] 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 Government as a credit to the shell rental portion of the annual rental payments due and owing 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 each month until fully recaptured.

Notwithstanding Paragraph No. 3 of the 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 \$15,053.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$15,053.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Third Month's Rental Payment \$15,053.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.

Fourth Month's Rental Payment \$15,053.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's rent."

7. The Lessor hereby waives restoration as a result of all improvements.

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

END OF SLA No. 2

INITIALS: Lessor: TPS Government: William C. Douglas 