

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-06P-01003	DATE DEC 07 2011	PAGE 1 of 3
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ADDRESS OF PREMISES **515 South Kansas Avenue, Topeka, KS 66603-3415**

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

whose address is **201 SOUTH KANSAS AVENUE
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 as follows.

Paragraph 1 of the lease is hereby deleted in its entirety and replaced as follows:

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

3,236 rentable square feet of office and related space which yields 2,942 ANSI/BOMA office area square feet. The lease property is located at 515 South Kansas Avenue in Topeka, KS 66603-3415. Such real property described herein shall be hereinafter collectively referred to as the "Leased Premises" (as described in Exhibit A attached hereto). Parking for four (4) reserved, structured spaces for Government use only shall be included in the rent to the Government and shall be located within reasonable distance to the leased premises.

Said premises to be used for such purposes as determined by the General Services Administration.

Paragraph 2 of the lease is hereby deleted in its entirety and replaced as follows:

2. TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of ten (10) years, five (5) years firm beginning on October 17, 2011 through October 16, 2021, subject to termination and renewal rights as may be hereinafter set forth.

(See attached Exhibit A)

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

LESSOR GRAY HORSE FARMS, LLC

SIGNATURE

NAME OF SIGNER

ADDRESS

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

SIGNATURE

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER

Paragraph 3 of the lease is hereby deleted in its entirety and replaced as follows:

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

	RSF	ABOA	Shell	Operating Base	Tenant Improvements	Building Specific Security	Parking	Total Annual Rent
10/17/2011 - 10/16/2016	3,236	2,942	\$25,510.30	\$17,977.53	\$21,475.13	\$1,120.50	\$2,880.00	\$68,963.46
10/17/2016 - 10/16/2021	3,236	2,942	\$25,510.30	\$17,977.53	\$0.00	\$0.00	\$2,880.00	\$46,367.83

The first month's shell rent will be adjusted to reflect the commission credit as described in paragraph 9 of this Supplemental Lease Agreement and paragraph 2.4 of the lease.

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers No. 9KS2063 and the General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Gray Horse Farms, L.L.C.
201 South Kansas Avenue
Topeka, KS 66603-3613

Paragraph 4 of the lease is hereby deleted in its entirety and replaced as follows:

4. THE GOVERNMENT MAY TERMINATE this lease, in whole or in part, at any time on or after **October 16, 2016**, by giving the Lessor at least ninety (90) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

Paragraph 9 of the lease is hereby deleted in its entirety and replaced as follows:

9. In accordance with SFO paragraph 2.4, Broker Commission and Commission Credit, Jones Lang LaSalle is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Jones Lang LaSalle have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this Lease ("Commission"). The Total Commission is [REDACTED]. The commission is earned upon Lease execution and is payable (i) one-half (1/2) when the lease is awarded and (ii) one-half (1/2) upon the earlier of tenant occupancy of the premises leased pursuant to the lease or the commencement date of the Lease.

In accordance with the Commission Credit described in paragraph 2.4 of the SFO, Jones Lang LaSalle has agreed to forego [REDACTED] of the Commission ("Commission Credit"), or [REDACTED] which shall be credited to the shell portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction of shell rent shall commence with the first month of rental payments and continue throughout the third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1: First month payment of \$5,746.96 minus Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Initials:  & 
Lessor Government

Sheet 2
GS-06P-01003
SLA #1

Month 2: Second month payment of \$5,746.96 minus Commission Credit of [redacted] equals [redacted] adjusted
Second Month's Rent.

Month 3: Third month payment of \$5,746.96 minus Commission Credit of [redacted] equals [redacted] adjusted
Third Month's Rent.

The Lessor shall make the Remaining Commission Payment payable to Jones Lang LaSalle.

Paragraph 10 of the lease is hereby deleted in its entirety and replaced as follows:

- 10. The total tenant finish costs are \$301,859.35 and includes the initial Tenant Improvement Cost in the amount of \$294,746.44, initial Building Specific Security Cost in the amount of \$4,605.12, Change Order #1 in the amount of \$1,406.00, and Change Order #2 in the amount of \$1,101.79. 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 \$88,260.00 to be amortized over the firm term of the Lease (60 months) at 8.0%. The Lessor has also agreed to fund a Building Specific Security allowance in the amount \$4,605.12 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 \$208,994.23 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 # PS0022008
- 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 11 of the lease is hereby deleted in its entirety.

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

Initials: AS & ems
Lessor Government