

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-05B-18328	DATE Feb 24, 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 hereto desire to amend the above Lease to increase the amortized tenant improvement allowance and revise the rent to include additional shell improvements. This Supplemental Lease Agreement (SLA) is your Notice to Proceed to furnish and install tenant improvements as required and outlined in SFO No. GS-05B-18328.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government, as follows:

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 July 1, 2012 through June 30, 2022, subject to termination and renewal rights, if any, as may be hereinafter set forth. The commencement date of July 1, 2012 is an estimated beginning date. The actual commencement date will be established as an amendment to the lease by a Supplemental Lease Agreement if necessary."

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:

TERM	RATE PER RSF	MONTHLY RENT	ANNUAL RENT
Years 1-5	\$34.30	\$15,053.45	\$180,641.43
Years 6-10	\$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
ADDRESS 1999 WABASH AVE. SUITE 202 SPRINGFIELD, IL 62704	

IN PRESENCE OF

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

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER William C. DOUGLAS
OFFICIAL TITLE OF SIGNER Contracting Officer	



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

"10. In Section 3.2, TENANT IMPROVEMENTS INCLUDED IN OFFER, the Lessor agrees to provide \$294,359.19 (based on \$59.2510 per ABOA SF) toward the cost of the tenant improvements defined in SFO GS-05B-18328. The Tenant Improvement allowance has been amortized at 6.5% for 60 months and included in the rent."

4. Section 11 of the Lease is hereby replaced with the following:

11. The lessor at its expense shall [REDACTED] as required in Section 10.15 of SFO GS-05B-18328. Additionally, lessor at its expense shall install a ramp and double wide doors for access to the structured parking area. Additionally, the shell rent has been increased to include additional shell improvements totaling \$35,830.64 which has been 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 commencement date of July 1, 2012 is an estimated beginning date. The actual lease effective date, if different from that established in Paragraph No. 2 shall be established by Supplemental Lease Agreement after substantial completion of alterations to the tenant space and acceptance by the Government. The lease will then be in effect for ten years total, five years firm. The anniversary date for annual escalations and operating cost adjustments shall be adjusted to coincide with any revised, actual commencement date.

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. Section 5.14: The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.