

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 3

DATE

PS

5.10.11

TO LEASE NO.
GS-05B-17725

ADDRESS OF PREMISES **2425 North Park
Columbus, Indiana 47203-2299**

THIS AGREEMENT, made and entered into this date by and between **NorthPark Building Two, LLC**

whose address is **441 6th Street
Columbus, Indiana 47201-6223**

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

WHEREAS, the **Government** has provided its design intent drawings to the Lessor; and **WHEREAS**, the **Lessor** has used such intents to develop construction drawings; and **WHEREAS**, the **Lessor** has provided pricing for such tenant improvements associated with the aforementioned drawings; and **WHEREAS**, a Notice-to- Proceed has been issued for Tenant Improvements in the amount not to exceed **\$123,285.08**; and **WHEREAS**, a Notice-to- Proceed has been issued for Security Improvements in the amount not to exceed **\$90,714.08**

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

Supplemental Lease Agreement (SLA) No. 3 to Lease GS-05B-17725, is hereby issued to increase the operating cost base to account for daytime cleaning and fire alarm monitoring and correct the Common Area Factor.

Therefore, paragraphs Nos. 3, 11, 12, 16 and 39, of GSA Form SF-2, U.S. Government Lease for Real Property number GS-05B-17725 deleted in their entirety and substituted in lieu thereof,

3. **The Government shall pay the Lessor annual rent, in arrears, as follows: Years 1-3: \$115,163.22 at the rate of \$9,596.94 per month in arrears during. Years 4-7: the annual rent shall increase to \$121,230.72 at a rate of \$10,102.56 per month, in arrears; Years 8-10: the annual rent shall decrease to \$103,187.95 at a rate of \$8,598.99 per month, in arrears. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated.**

Rent Period	Scheduled Annual Rent	Scheduled Monthly Rent
Years 1-3	\$115,163.22	\$9,596.94
Years 4-7	\$121,230.72	\$10,102.56
Years 8-10	\$103,187.95	\$8,598.99

Rent checks shall be made payable to:

**NorthPark Building Two, LLC
441 6th Street
Columbus, IN 47201-6223**

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

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR **NorthPark Building Two, LLC**

BY

George Dutro
(Signature)

MANAGING PARTNER
(Title)

IN PRESENCE OF

Carolyn Charlton
(Signature)

441 6th St, Columbus IN 47201
(Address)

UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**

BY

Malinda E. Pennington
(Signature)

Malinda E. Pennington
(CONTRACTING OFFICER)

11. In accordance with the lease paragraph entitled, Tenant Improvement Rental Adjustment, the Lessor agrees to provide up to **\$123,285.08 (\$32.6151 per u.s.f. x 3,780 u.s.f.)** toward the cost of Tenant Improvements. The total annual costs of the Tenant Improvements is amortized **\$23,058.57 per annum** (The costs of the Tenant Improvements are amortized at **8% over 84 months** which equates to **\$5.70 per r.s.f (\$6.10 u.s.f.)**.

The amortized cost of these improvements is included in the stated rent in Paragraph 3 above.

Fees applicable to Tenant Improvements shall not exceed:

- General Conditions [REDACTED] of subcontractors cost
- General Contractor [REDACTED] of subcontractors cost
- Architectural/Engineering of a flat fee of [REDACTED]
- Lessor Project Management Fees [REDACTED] of subcontractors cost plus [REDACTED]

12. In accordance with SFO paragraph 4.1, Measurement of Space, the **common area factor** is established as **1.071058 (4,045 RSF / 3,780 USDF)**.

16. In accordance with the lease paragraph entitled, **Operating Costs Base, the base is established as \$30,377.95 per annum (\$7.51 per RSF / \$8.04 per USF)** based on the Government's occupied space 4,045 RSF in Suite 10. **The increase in the operating cost base is necessary to fund "daytime" cleaning and janitorial and fire alarm system monitoring** [REDACTED]. If necessary, the lease shall be amended by supplemental lease agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease.

39. The Lessor and Government Broker Representative have agreed to a cooperating lease commission of [REDACTED] of the scheduled total annual rent per year for the initial term of the lease, or [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Commission paid to the Broker is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this Lease.

Notwithstanding Paragraph 3 of this 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 will continue until the commission credit has been accounted for.

The monthly rent adjusted for the commission credit is as follows:

Rent Period	Scheduled Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Adjusted Monthly Rent Payment
Month 1	\$9,596.94	\$5,056.25	[REDACTED]	[REDACTED]
Month 2	\$9,596.94	\$5,056.25	[REDACTED]	[REDACTED]
Month 3	\$9,596.94	\$5,056.25	[REDACTED]	[REDACTED]

LESSOR: Geo. GOV'T: MP 5/10/11