

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE <u>6/22/12</u>
ADDRESS OF PREMISES 1530 American Way Suite 210 Greenwood, IN 46143-6478		TO LEASE NO. GS-05B-18326

THIS AGREEMENT, made and entered into this date by and between

whose address is TA Partners, LLC
 1530 American Way
 Suite 210
 Greenwood, IN 46143-6478

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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective **April 16, 2012** as:

Supplemental Lease Agreement (SLA) No. 1 is to amend the commencement date of the lease; amend the termination date of the lease due to a new commencement date; update the tenant improvement costs and lump sum payment required due to the overage of TI's; clarify the [REDACTED] costs; remind the lessor about GSA restroom requirements; and update the carpet specifications used for the buildout of the space. The following paragraphs 2, 4, 9, 15, and 7.14 of the SFO are being deleted in their entirety and replaced with the following and paragraph 21 has been added:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term term beginning on April 16, 2012 through March 31, 2022 subject to termination and renewal rights as maybe set forth in the lease.

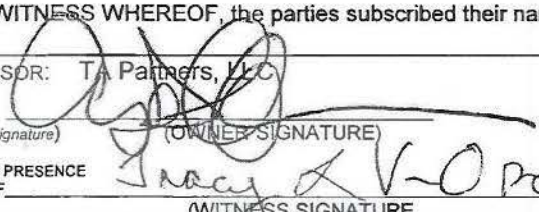
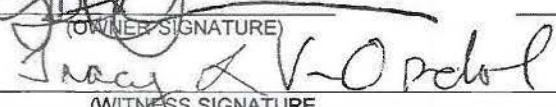
4. The Government has the right to terminate this lease in whole or in part at any time on or after March 31, 2017, the end of the fifth year of the lease, with 60 days written notice. No rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of mailing.

9. In accordance with the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements for this new buildout amounted to \$91,754.00 for the project with the Lessor's portion amounting to \$33,085.01 leaving a balance for the client of \$58,668.99. FMCS's TI allowance is \$52,210.25 which is to be amortized at 8% amounting to (\$63,520.05 over the 60 month firm term period) leaving a balance of \$6,458.74 to be reimbursed to the Lessor via a lump sum payment once the buildout is inspected and approved by both the Lessor and GSA. The Lessor will be required to submit a certified invoice directly to GSA Finance for reimbursement. Information about this submittal will be provided in a subsequent Supplemental Lease Agreement (SLA) .

15. The [REDACTED], amounted to [REDACTED] and will be amortized in the rent over the firm term of the lease at the rate of 8%.

All other terms and conditions remain the same.

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

LESSOR: TA Partners, LLC  (Signature) (OWNER SIGNATURE)	_____ (OWNER TITLE)
IN PRESENCE OF  (WITNESS SIGNATURE)	_____ (WITNESS ADDRESS)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION	
BY <u>PATRICIA A. BENDA</u> (Signature)	<u>Contracting Officer</u> (Official Title)

21. The Lessor is required to purchase, install, and maintain both sets of restrooms on the 1st floor with paper toilet seat covers and holders for the life of the lease. In addition, the ladies restroom is required to have a coin operated sanitary products dispenser and be replenished, as necessary, for the life of the lease. These devices must be installed in both restrooms no later than May 31, 2012. GSA's Indianapolis Field Office will conduct an inspection once installation is completed. The current drinking fountain, which is handicapped accessible but not a high-low type to meet ABBAS requirement, has been approved by this Contracting Officer due to lack of common space. Should the Lessor during the lease term ever renovate his first floor common areas, a standard height drinking fountain will be installed at Lessor's cost.

DELETE SFO paragraph 7.14 from the Lease and replace with the following:

7.14 FLOOR COVERINGS AND PERIMETERS (JUN 2012)

- A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring shall be pre-approved by the Government.
- D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. In order to achieve superior performance in multiple environmental

Attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.

2. Recycled content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials.

3. Low emitting materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Carpet and all installation components including adhesives, sealers, seam welds, and seam sealers must meet the Low Emitting Materials standards as outlined in U.S. Green Building Council LEED criteria. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.

4. Face fiber content. Face yarn must be 100% nylon fiber. Loop Pile shall be 100% Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

5. Performance requirements for broadloom and modular tile:


- a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
- b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria
- c. Flooring Radiant Panel Test: Meets NFPA Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
- d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

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6. Texture Appearance Retention Rating (TARR). Carpet must meet TARR ratings specified below:

Space Definition	Traffic Classification	TARR Classification
Private Offices	Moderate	≥ 3.0 TARR
Training, conference, courtrooms, etc	Heavy	≥ 3.0 TARR
Open Office, cafeteria, corridors, lobbies	Severe	≥ 3.5 TARR

The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

7. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

8. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

9. A minimum of 5% attic stock of the carpet tile product and adhesive must be kept on hand by the Lessor, in Lessor's storage for replacement purposes.

10. A minimum of three (3) colorboards or three carpet selections will be provided to GSA for review of specifications and for selection by the client.

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