

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		Supplemental Agreement No. 2	Date: 3/1/2011
SUPPLEMENTAL LEASE AGREEMENT			
		TO LEASE NO. GS-05B-18394	
ADDRESS OF PREMISES 135 Pennsylvania Street 19th-22nd Floors Indianapolis, IN 46204-2400			
THIS AGREEMENT, made and entered into this date by and between North Penn Associates, LLC			
whose address is 44 South Broadway, 10th Floor White Plains, NY 10601-4411			
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 <u>November 1, 2010</u> , as follows:			
The purpose of this Supplemental Lease Agreement (SLA) Number Two (2) is to establish beneficial occupancy for Phase Two (2) and reconcile the tenant improvements costs associated with Phase I and Phase II; therefore paragraphs 2, 3, and 32 of SLA Number 1, and paragraphs 18 and 27 of Standard Form 2 are hereby deleted in their entirety and replaced with the following:			
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.			
All other terms and conditions of the Lease shall remain in force and effect.			
Paragraph 2 of SLA Number One (1) is deleted in its entirety and replaced with:			
"2. TO HAVE AND TO HOLD the said premises with their appurtenances for each Phase of this lease as follows:			
Phase One (1): TO HAVE AND TO HOLD Phase One (1), measuring (20,385 RSF / 17,726 USF), beginning on July 1, 2010 through June 30, 2020, subject to any renewal or termination rights as may be hereinafter set forth.			
Phase Two (2): TO HAVE AND TO HOLD Phase Two (2), measuring (54,377 RSF / 47,285 USF), beginning on November 1, 2010 through June 30, 2020, subject to any renewal or termination rights as may be hereinafter set forth."			
Page 1 of 4			
LESSOR: North Penn Associates, LLC			
BY: <i>[Signature]</i> , as agent			
(Signature)			
IN THE PRESENCE OF			
<i>[Signature]</i>			
(Signature)			
(Title) <i>44 South Broadway, 10th Floor white plains, NY 10601</i>			
(Address)			
UNITED STATES OF AMERICA			
By: <i>[Signature]</i>			
CHRISTINE BECKER			
CONTRACTING OFFICER			

Paragraph 3 of SLA Number One (1) is deleted in its entirety and replaced with:

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

PHASE	TERM	ANNUAL RENT	MONTHLY RENT	RATE/RSF	RATE/USF
Phase I*	07/01/2010 – 10/31/2010	\$602,846.67	\$50,237.22	\$29.57	\$34.01
Phase I & II**	11/01/2010 – 06/30/2015	\$2,088,996.95	\$174,083.08	\$27.94	\$32.13
Phase I & II***	07/01/2015 – 06/30/2020	\$1,943,812.00	\$161,984.33	\$26.00	\$29.90

The Rent Breakdown is as follows:

Phase 1 -- 17,726 USF / 20,385 RSF 07/01/2010-06/30/2015

Shell: \$170,276.65 or \$8.35/RSF

Operating: \$122,513.85 or \$6.01/RSF

Tenant Improvements: \$158,456.33 or \$7.77/RSF (\$683,020.24 amortized at 6% over 60 months)

Building Specific Amortized Capital: \$5,799.84 or \$0.28/RSF (\$25,000 amortized at 6% over 60 months)

Parking: \$145,800.00 or \$1,620.00 per space per year for 90 parking spaces.

Total Annual Rent: \$602,846.67 or \$29.57/RSF

Phase 2 -- 47,285 USF / 54,377 RSF 11/01/2010-06/30/2015

Shell: \$688,632.11 or \$12.66/RSF

Operating: \$326,805.77 or \$6.01/RSF

Tenant Improvements: \$298,346.24 or \$5.49/RSF (\$1,211,727.20 amortized at 6% over 56 months)

Building Specific Amortized Capital: \$18,466.16 or \$0.34/RSF (\$75,000 amortized at 6% over 56 months)

Parking: \$153,900.00 or \$1,620.00 per space per year for 95 parking spaces.

Total Annual Rent: \$1,486,150.28 or \$27.33/RSF

Phase 1 and 2 Total Annual Rent -- 65,011 USF / 74,762 RSF 11/01/2010-06/30/2015

Shell: \$858,908.76 or \$11.49/RSF

Operating: \$449,319.62 or \$6.01/RSF

Tenant Improvements: \$456,802.57 or \$6.11/RSF

Building Specific Amortized Capital: \$24,266.00 or \$0.32/RSF

Parking: \$299,700.00 or \$1,620.00 per space per year for 185 parking spaces.

Total Annual Rent: \$2,088,996.95 or \$27.94/RSF

Total Annual Rent -- 65,011 USF / 74,762 RSF 07/01/2015 -- 06/30/2020

Shell: \$1,194,792.38 or 15.98/RSF

Operating: \$449,319.62 or \$6.01/RSF

Parking: \$299,700.00 or \$1,620.00 per space per year for 185 parking spaces.

Total Annual Rent: \$1,943,812.00 or \$26.00/RSF

*Beginning on the first day of the lease and ending on the earlier of: (i) commencement of Phase Two occupancy; (ii) the first day of month 7 of the lease, all rent in excess of the Commission Credit referenced in Section 2.3 of SFO GS-05B-18394 shall be abated.

**Beginning on the first day of Phase Two occupancy, [REDACTED] of the total monthly rent due on the entire premises shall be abated for three (3) months. This equates to a rent credit of [REDACTED] per month for a period of three (3) months. (Total Annual Rent = [REDACTED])

CB & [Signature]
Govt Lessor

***In months 72, 84, 96, 108, and 120 of the lease term, Lessor will provide the Government with a rent credit in the amount of [REDACTED] per month.

Rent for a partial month shall be prorated. Rent Checks shall be made payable to:

North Penn Associates, LLC
 44 South Broadway, 10th Floor
 White Plains, NY 10601-4411."

Paragraph 32 of SLA Number One (1) is deleted in its entirety and replaced with:

"32. Upon completion and inspection of Phase Two (2), the Government has officially accepted the tenant improvements associated with Phase Two, as of November 1, 2010, in the amount of \$1,211,727.20. The Phase Two (2) tenant improvement total of \$1,211,727.20 includes the initial tenant improvement Notice To Proceed, dated June 28, 2010, in the amount of \$1,124,495.15 and change orders number eight (8) through fourteen (14). The following tables delineate approved and total tenant improvement costs associated with Phase One (1) and Phase Two (2) respectively:

The following table delineates total and approved tenant improvement costs for **Phase One (1)**:

<u>Item Name</u>	<u>GSA Approval Date</u>	<u>Description of Work</u>	<u>Cost</u>
Phase (1) NTP 1	4/09/2010		
Phase (1) NTP 2	4/23/2010		
Change Order (1)	5/17/2010		
Change Order (2)	6/23/2010		
Change Order (3)	VOID		
Change Order (4)	6/02/2010		
Change Order (5)	6/23/2010		
Change Order (6)	6/23/2010		
Change Order (7)	VOID		
		PHASE ONE (1) TOTAL*	\$ 683,020.24

The following table delineates total and approved tenant improvement costs for **Phase Two (2)**:

<u>Item Name</u>	<u>GSA Approval Date</u>	<u>Description of Work</u>	<u>Cost</u>
Phase (2) NTP 1	6/29/2010		
Change Order (8)	9/03/2010		
Change Order (9)	9/03/2010		
Change Order (10)	9/03/2010		
Change Order (11)	10/18/2010		
Change Order (12)	11/26/2010		
Change Order (13)	11/26/2010		
Change Order (14)	11/26/2010		
		PHASE TWO (2) TOTAL**	\$ 1,211,727.20

*The total for tenant improvements for Phase One (1) in the amount of \$683,020.24 shall be amortized over sixty (60) months at an interest rate of six percent (6%), for an annual rate of \$158,456.33 or \$7.77 per 20,385 RSF / \$8.94 per 17,726 USF.

**The total for tenant improvements for Phase Two (2) in the amount of \$1,211,727.20 shall be amortized of fifty-six (56) months at an interest rate of six percent (6%), for an annual rate of \$298,346.24 or \$5.49 per 54,377 RSF / \$6.31 per 47,285 USF."

CB & [Signature]
 Govt Lessor

Paragraph 18 of the Standard Form 2 is deleted in its entirety and replaced with:

"18. Upon the completion, inspection, and approval of tenant improvements by the Government, the tenant improvements have been completed to conform to the specifications in the Lease, any attachments to the Lease, and Government completed Design Intent Drawings (DIDs), which formed the basis for the Construction Documents; aforementioned tenant improvements will be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 3.2 of the SFO, the Government was entitled to \$2,166,166.52 for completion of Tenant Improvements, or \$33.32 per Usable Square Footage (USF).

Upon completion of this build out the Government has only spent \$1,894,747.44 towards tenant improvements for Phase One (1) and Phase (2), which has been broken out for each Phase (also referenced in Paragraph 32 of this SLA 2). The total of \$683,020.24 to complete Phase One (1) tenant improvements shall be amortized for the first sixty (60) months of the lease at an interest rate of six percent (6%), or \$158,456.33 annually at a rate of \$7.77 per 20,385 RSF. The total of \$1,211,727.20 to complete Phase Two (2) tenant improvements shall be amortized for fifty-six (56) months, starting on the fifth (5th) month of the lease, at an interest rate of six percent (6%), or \$298,346.24 annually at a rate of \$5.49 per 54,377 RSF. Total rental payments for each Phase, and Phase One (1) and Phase Two (2) combined are details further in Paragraph Three (3) of this SLA 2."

Paragraph 27 of the Standard Form 2 is deleted in its entirety and replaced with:

"27. The Lessor and the Broker (CB Richard Ellis) have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value as defined in the Broker Commission Letter dated September 25, 2009. The total amount of commission is \$ [REDACTED] ([REDACTED]).

[REDACTED] 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]. Subject to final adjustments noted below, the Lessor agrees to pay the Commission less the Commission Credit [REDACTED] 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 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 (July 2010) Rental Payment \$50,237.22 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent;

Second Month's (August 2010) Rental Payment \$50,237.22 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent;

Third Month's (September 2010) Rental Payment \$50,237.22 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent;

Fourth Month's (October 2010) Rental Payment \$50,237.22 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's rent;

Fifth Month's (November 2010) Rental Payment \$174,083.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's rent;

Sixth Month's (December 2010) Rental Payment \$174,083.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth Month's rent."

CB & [REDACTED]
Govt Lessor