
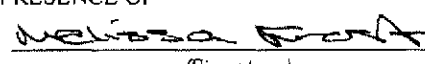



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 3 TO LEASE NO. GS-05B-18295	DATE <div style="font-size: 1.5em; font-family: cursive;">9/12/11</div>												
Page 1 of 2														
ADDRESS OF PREMISES 101 West Ohio Street, Indianapolis, IN 46204-1970														
THIS AGREEMENT, made and entered into this date by and between West Ohio II, LLC whose address is: 210 West Rittenhouse Square, Suite 1900 Philadelphia, PA 19103 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:														
WHEREAS, the parties hereto desire to amend the above Lease, dated May 10, 2010, and NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the Lease is amended as follows:														
1. Paragraph 1 of the Standard Form 2 of the Lease, is amended by deleting in its entirety and the following inserted in its place: <div style="margin-left: 40px;"> "1. The Lessor hereby leases to the Government the following described premises: 5,879 square feet of rentable office space on the 5th floor of a 22-story building known as 101 West Ohio Street located at 101 West Ohio Street, Indianapolis, IN 46204-1970 yielding 5,112 usable square feet of space." </div>														
2. Paragraph 2 of the Standard Form 2 of the Lease, is amended by deleting the text and substituting, in lieu thereof, the following: <div style="margin-left: 40px;"> "2. TO HAVE AND HOLD the said premises with their appurtenances for the term beginning on <u>May 6, 2011</u> through <u>May 5, 2021</u>, subject to termination and renewal rights as may be set forth in the lease." </div>														
3. Paragraph 3 of the Standard Form 2 of the Lease, is deleted in its entirety and the following inserted in its place: <div style="margin-left: 40px;"> "3. The Government shall pay the Lessor rent as follows: <table style="margin-left: 20px; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>TERM</u></th> <th style="text-align: left;"><u>ANNUAL RENT</u></th> <th style="text-align: left;"><u>MONTHLY RENT</u></th> <th style="text-align: left;"><u>RATE/RSF</u></th> </tr> </thead> <tbody> <tr> <td>Years 1 – 5</td> <td>\$161,694.56</td> <td>\$13,474.55</td> <td>\$27.50</td> </tr> <tr> <td>Years 6 – 10</td> <td>\$129,691.70</td> <td>\$10,807.64</td> <td>\$22.06</td> </tr> </tbody> </table> CPI and tax escalations continue throughout the term of the lease. </div>			<u>TERM</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>	<u>RATE/RSF</u>	Years 1 – 5	\$161,694.56	\$13,474.55	\$27.50	Years 6 – 10	\$129,691.70	\$10,807.64	\$22.06
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Years 6 – 10	\$129,691.70	\$10,807.64	\$22.06											
Continued on Page 2 of 2														
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 West Ohio II, LLC BY <u></u> West Ohio II Manager, Inc., its Managing Member President <div style="text-align: center; margin-top: 5px;">(Signature)</div>														
IN PRESENCE OF <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <u></u> <div style="text-align: center;">(Signature)</div> </div> <div style="width: 45%;"> <u>210 W. Rittenhouse Square Suite 1900 Philadelphia, PA 19103</u> <div style="text-align: center;">(Address)</div> </div> </div>														
UNITED STATES OF AMERICA BY <u></u> CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION <div style="text-align: center; margin-top: 5px;">(Signature) (Official Title)</div>														

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

West Ohio II, LLC
210 Rittenhouse Square, Suite 1900
Philadelphia, PA 19103"

4. Paragraph 12 of the Standard Form 2 of the Lease is is deleted in its entirety and the following inserted in its place:

"12. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.3 of the SFO, the cost of services base is \$35,979.48 per annum or \$6.12 per rentable square foot for 5,879 square feet of rentable office space. This equates to a rate of \$7.04 per usable square foot."

5. Paragraph 13 of the Standard Form 2 of the Lease is deleted in its entirety and the following inserted in its place:

"13. The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 4.2 of the SFO, the Government's percentage of occupancy is 2.25%. The Current Year Taxes are \$871,436.70 for the entire property. The Government's portion is \$19,607.33 (\$871,436.70 x 2.25%) which calculates to \$3.34/RSF or \$3.84/USF."

6. Paragraph 18 of the Standard Form 2 of the Lease, as amended by paragraph IV of SLA # 1, is deleted in its entirety and the following inserted in its place:

"18. The tenant build out cost of \$185,021.40, (actual cost of Tenant Improvements as approved in SLA # 2 in the amount of \$177,206.40, plus approved Change Orders in the amount of \$7,815.00), is amortized for a period of 5 years at 7.0%. Therefore, the amortized tenant build out costs are \$43,963.75 per annum or \$7.48 per rentable square foot."

7. Paragraph 27 of the Standard Form 2 of the Lease is deleted in its entirety and the following inserted in its place:

"27. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [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 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."

8. Paragraph 28 of the Standard Form 2 of the Lease is is deleted in its entirety and the following inserted in its place:

"28. 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 Rental Payment \$13,474.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$13,474.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Third Month's Rental Payment \$13,474.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.

Fourth Month's Rental Payment \$13,474.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's rent.

Initials: 10/
Lessor:
Gov't: