

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 1

DATE  
August 25, 2010

TO LEASE NO. GS-05B-17857

ADDRESS OF PREMISES 4030 Vincennes Road  
Indianapolis, Indiana 46268-3007

THIS AGREEMENT, made and entered into this date by and between CP VINCENNES, LLC

CP VINCENNES, LLC

whose address is 3001 Douglas Boulevard, Suite 340  
Roseville, California 95661

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 August 25, 2010, as follows:

Supplemental Lease Agreement No. 1 to lease GS-05B-17857 is hereby issued to change the commencement date of the lease and decrease the usable square footage which will impact the common area factor. The actual tenant improvement costs of \$1,251,118.73 will be amortized over the five (5) years firm term at an interest rate of 8% of the lease. The change in the tenant improvement costs will also impact the annual rent, and commission credits. Therefore, Paragraphs 1, 2, 3, 10, 12, 14 and 28 of the Standard Form 2 (SF-2) - U.S. Government Lease for Real Property - are hereby deleted in their entirety and replaced as follows:

Paragraphs 1, 2, 3, 10, 12, 14, 18 and 28 of the SF-2 are hereby deleted in their entirety and replaced as follows:

1. The Lessor hereby leases to the Government the following described premises: 50,160 rentable square feet of office space located on a portion of the 2<sup>nd</sup> floor and the entire third (3<sup>rd</sup>) floor of Coastal Corporate Center - Vincennes, located at 4030 Vincennes Road in Indianapolis, Indiana 46268-3007, yielding 45,331 usable square feet. Fourteen (14) on-site surface parking spaces are included at no additional cost to the Government. Said premises to be used for such purposes as determined by the General Services Administration.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2010 through July 31, 2020, subject to any renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor rent as follows:

Term	Annual Rent	Monthly Rent	Rate/RSF	Rate/USF
Years 1-5 *	\$1,112,660.92	\$92,721.74	\$22.18	\$24.54
Years 6-10	\$926,432.94	\$77,202.74	\$18.47	\$19.92

\*The first three (3) months of base shell rental shall be abated. This equates to a rent credit of \$40,187.65 per month for a period of three (3) months. (Base Shell Rent = \$482,251.80 / 12 = \$40,187.65 x 3 = \$120,562.95) \*A total Commission Credit of [REDACTED] will be reduced from the base shell rental for months 4-6. Please refer to Paragraph 28.

CPI and tax escalations continue throughout the term of the lease.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to: CP Vincennes, LLC, 3001 Douglas Boulevard, Suite 340, Roseville, California 95661

10. The actual effective date of the lease has been established at August 1, 2010. The lease term will be in effect for ten (10) years, (5) years firm.

12. In accordance with Paragraph 4.1 of the SFO, the Common Area Factor is established as 1.1065 (50,160 RSF / 45,331 USF).

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, CP VINCENNES, LLC

BY

IN PRESENCE OF

MANAGING MEMBER

(Title)

(Signature)

(Signature)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY

(Signature)

CONTRACTING OFFICER

(Official Title)

14. For the purposes of computing Real Estate Tax adjustments in accordance with Paragraph 4.2 of SFO GS-05B-17857, it is agreed that the Government occupies 41.45% of the building of which the Government shall pay taxes when they exceed the base year of \$56,359.00 budgeted for taxes or \$1.12 per rentable square foot per GSA Form 1217 signed on July 21, 2009.
18. The actual total Tenant Improvement work is \$1,251,118.73 and the Lessor has agreed to amortize (TI) Allowance of \$1,251,118.73 (approximately \$27.60/USF). Such allowance is to be amortized into the rent at annual interest rate of 8.00% interest over sixty (60) months. Such TI payments are to be in monthly installment of \$25,368.18 starting the 1<sup>st</sup> month after rent commencement. See Attachment #1 to SLA No. 1 for more details regarding such amortization.
28. The Lessor and the Broker (CB Richard Ellis) have agreed to a cooperating lease commission of [REDACTED]<sup>(b)(4)</sup> of the Aggregate Lease Value for the entire initial firm term of this lease. The total amount of the commission is [REDACTED] (\$1,112,687.66 annual rent x 5 years x [REDACTED]<sup>(b)(4)</sup>). In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED]<sup>(b)(4)</sup> 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 [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 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 continue as indicated in this schedule for adjusted Monthly Rent:
- Fourth Month's Rental Payment \$92,723.97 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's rent.
  - Fifth Month's Rental Payment [REDACTED] minus prorated Commission Credit of [REDACTED] equals \$52,536.32 adjusted Fourth Month's rent.
  - Sixth Month's Rental Payment [REDACTED] minus prorated Commission Credit of [REDACTED] equals \$88,535.01 adjusted Sixth Month's rent.

INITIALS: @ & MP  
LESSOR GOVERNMENT