

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	Supplemental Agreement No 2	Date: 2-7-2011
TO LEASE NO. GS-05B-18064		
ADDRESS OF PREMISES 8825 Nelson B. Klein Parkway Indianapolis, IN		
<p>THIS AGREEMENT, made and entered into this date by and between Indy Fedreau Company, LLC</p> <p>whose address is 27500 Detroit Road, Suite 300, Westlake, Ohio 44145-5913</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>February 3, 2011</u>, as follows:</p> <p>The purpose of this Supplemental Lease Agreement (SLA) Number two (2) is to establish beneficial occupancy as negotiated during change order 40 ; therefore paragraphs 2, and 17 of Standard Form 2 are hereby deleted in the entirety and replaced with the following:</p> <p>"2. THE GOVERNMENT SHALL HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 1, 2011 through March 31, 2026, subject to any renewal or termination rights as may be hereinafter set forth.</p> <p>17. The effective date of April 1, 2011, stated in Paragraph 2 of this Lease, is the estimated Lease commencement date. If the actual date of substantial completion of the space is different from this date, then the actual effective date of the Lease will be established by another Supplemental Lease Agreement. The Lease term will be fifteen years firm, computed from the actual effective date. The anniversary date for operating cost escalations under Paragraph 4.6 of the Lease will coincide with the actual effective date of the Lease. All building systems, including the security systems, must be tested, approved and operational thirty (30) days prior to delivery of the Leased Premises as ready for occupancy by the Government. This testing and certification of the systems shall be performed by an independent contractor hired by the Lessor and approved by the Contracting Officer. The above effective date is inclusive of any and all requested time extensions resulting from Government submitted change orders as of January 18, 2011.</p>		

As agreed in change order # 40 -: 1. The Government will receive a credit of \$534,357.50 for reducing the scope of the window film and fencing (at the conclusion of the project if the change order log results in a credit due the Government, the credit will remain during the lease term for future work requested by the Government (credit amounts will be tracked via SLA when work is performed)) 2. The Government will not seek or be entitled to liquidated damages per paragraph 4.12 of the lease until May 1, 2011 or later.

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.

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LESSOR: Indy Fedreau Company, LLC

BY: _____

(Signature)

IN THE PRESENCE OF _____

(Signature)

Authorized Signatory

(Title)

27500 Detroit Rd., Westlake, OH 44145

(Address)

UNITED STATES OF AMERICA

By: _____

BRIAN J. KRASOWSKI

CONTRACTING OFFICER
