

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 3

DATE

9/23/11

TO LEASE NO.
GS-05B-18144

ADDRESS OF PREMISES Corporate Center Lakeside Drive
5957 Lakeside Boulevard
Indianapolis, IN 46278-2923

This agreement, made and entered into this date by and between GIP Manager (CalEast) LLC

whose address is: 283 Greenwich Avenue, Suite 300
Greenwich, CT 06830-6534

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 dated August 24th, 2010 is amended, effective upon signing by both parties, as follows:

Paragraph 3 of the Lease is deleted and the following is substituted therefore:

3. The Government shall pay the Lessor annual rent at the following rate:

Term	Shell Per RSF	Base Operating Cost Per RSF	Amortized Tenant Improvement Allowance Per RSF	Amortized Building Specific Sec. Per RSF	Rate Per RSF	Annual Rent	Monthly Rent Payable in Arrears
Months 1-12	\$12.00	\$4.44	\$0.00	\$0.00	\$16.44	\$311,340.72	\$25,945.06
Months 13-15	\$12.75	\$4.44	\$0.00	\$0.00	\$17.19	\$325,544.22	\$27,128.69
Months 16-24	\$12.75	\$4.44	\$3.43	\$0.98	\$21.60	\$409,060.80	\$34,088.40
Months 25-60	\$13.00	\$4.44	\$3.43	\$0.98	\$21.85	\$413,795.30	\$34,482.94
Months 61-120	\$16.29	\$4.44	\$0.00	\$0.00	\$20.73	\$392,584.74	\$32,715.40

Note: The rental for Months 1 through 15 (August 1st, 2010 through October 31st, 2011) reflects Shell and Operating costs only. Effective Month 16 (November 1st, 2011) the estimated date of completion and acceptance of the improvements through Month 60 (July 31st, 2015), the rental will include the amortization of the Tenant Improvement Allowance and the Amortization of Building Specific Security over the 45-month period.

CONTINUED ON PAGE 2 AND ATTACHED HERETO

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

LESSOR: GIP Manager (CalEast) LLC *CAL-EAST INDUSTRIAL INVESTORS LLC*

BY *[Signature]*
(Signature) *TOWLIN*

SVP
(Title)

IN PRESENCE OF
Paul Boche
(Signature)

283 Greenwich Ave, Ste. 300
(Address) *Greenwich, CT*

UNITED STATES OF AMERICA
BY *Peggy Ivarra*
(Signature) PEGGY IVARRA

Contracting Officer
(Official Title)

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

CalEast Industrial Investors, LLC
Indiana Lakeside
25451 Network Place
Chicago, IL 60673-1254

Paragraph 8 of the Lease is deleted and the following is substituted therefore:

8. In accordance with the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$206,198.50 shall be amortized through the rent for forty-five (45) months at the rate of 9%. The total annual cost of Tenant Improvements is \$64,990.20 for a fully-amortized payment of \$243,713.25.

Paragraph 14 of the Lease is deleted and the following is substituted therefore:

14. Security costs in the total amount of \$58,665.00 shall be amortized through the rent for forty-five (45) months at the rate of 9%.

Paragraph 17 of the Lease is deleted and the following is substituted therefore:

17. In accordance with Paragraph 2.2 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] for the initial firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.2, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments (\$227,256 / 12 months = \$18,938.00 per month) due and owing 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 throughout the third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1:	\$25,945.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
Month 2:	\$25,945.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
Month 3:	\$25,945.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

All other terms and conditions of the Lease shall remain in full force and effect.

END OF SLA NO. 3

Initials	
Govt	Lessor

[Handwritten signature]