

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 5
TO LEASE NO.
GS-05B-18384
Page 1 of 2

DATE

7/26/13

ADDRESS OF PREMISES 1st Source Center Building
200 E. Main Street
6th Floor Suite 640A
Fort Wayne, Indiana 46802-1918

This agreement, made and entered into this date by and between
FTW, LLC
200 E. Main Street Suite 130
Fort Wayne, IN 46802-1918

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:

WHEREAS, the Lessor and the Government entered into a Lease dated September 17, 2010;

WHEREAS, the Lessor and the Government executed several Supplemental Lease Agreements (SLA) amending the Lease, including SLA No. 4, which was not processed by the Government due to inaccuracies in the terms of the SLA ; and

WHEREAS, the Lessor and the Government desire to enter into this SLA No. 5 to acknowledge and clarify certain terms of the Lease,

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree that the Lease is amended effective August 1, 2011 as follows:

- A. The parties agree to terminate the Government's lease of Block B in exchange for the Government's agreement to pay to the Lessor the sum of \$16,828.50. In consideration of this payment, the Lessor releases the Government from all liability with respect to Block B including, but not limited to, all rent due and owing under for the lease for Block B, and all costs, expenses, fees and the like incurred by the Lessor in the design and construction of the tenant improvements for Block B.
- B. Paragraph 1 of GSA Standard Form 2 to the Lease (the "SF-2"), is hereby deleted in its entirety (to remove Block B from the Leased Premises) and replaced with the following:
 1. The Lessor hereby leases to the Government the following described premises:

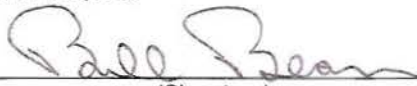
592 rentable square feet of office space located on a portion of the 6th floor of the 1st Source Center Building located at 200 E. Main Street, Fort Wayne, Indiana 46802-1918, yielding 515 usable square feet, together with two (2) on-site, reserved, structured parking spaces for the Government's use are included at no additional cost to the Government.
- C. The parties intended that the lease term be 10 years, five firm. Paragraph 2 of the SF-2 is deleted and replaced with the following:
 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 1, 2011 through December 31, 2020, subject to any renewal rights as may be hereinafter set forth.

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: FTW, LLC

BY


(Signature)


(Title)

IN PRESENCE OF


(Signature)(Address)

200 E. Main, Suite 130 Fort Wayne, IN

UNITED STATES OF AMERICA

BY

TINA CHURCH

(Signature)


(Official Title)

Contracting Officer

- D. The rent shall is hereby adjusted as of the effective date of this SLA to reflect the reduction in the square footage of the Leased Premises. Paragraph 3 of the SF-2 is deleted in its entirety and replaced with the following:

3. The Government shall pay to the Lessor rent as follows:

From **August 1, 2011 – December 31, 2015**

592 Rentable square feet/ 515 Usable square feet of office space

Shell \$5,268.80

Operating \$2,282.16

Taxes \$1,302.40

Tenant Improvement \$1,761.60

Total Rent for space: \$10,614.96 per annum / Monthly Rent \$884.83

From **January 1, 2016 – December 31, 2020:**

Shell \$5,268.80 per annum

Operating \$2,282.16 per annum

Taxes \$1,302.40 per annum

Total Rent \$ 8,853.36 Per annum / Monthly Rent \$738.03

Rent for a lesser period shall be prorated. Rent shall be paid electronically in Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses.

- E. Paragraph 12 of the SF-2 is hereby deleted in its entirety and replaced with the following:

12. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.3 of the SFO, the base cost of services in accordance with Paragraph 4.3 is \$2,282.16 per annum or \$3.86 (\$3.8550) per rentable square foot for 592 square feet of rentable office space. This equates to a rate of \$4.43 per usable square foot.

- F. Paragraph 13 of the SF-2, is hereby deleted in its entirety and replaced with the following:

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 Governments percentage of occupancy is 0.39%.

GOV'T



LESSOR

