

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

9/11/12

TO LEASE NO. **GS-05B-18550 PS 0024439**

ADDRESS OF PREMISES
**101 West Ohio Street
Indianapolis, IN 46204-1906**

THIS AGREEMENT, made and entered into this date by and between **West Ohio II, LLC**,

whose address is **101 W. Ohio Street, Suite 2000
Indianapolis, IN 46204-1970**

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 September 1, 2012 as follows:

This Lease Amendment (LA) No. 1 formerly called "Supplemental Lease Agreement" (SLA) is issued to establish beneficial occupancy, begin rental payments, and issue payment to the Lessor in a lump sum amount for Tenant Improvements (TIs) over the [REDACTED] TI Allowance.

The following paragraphs 2, 4, and 20 have been deleted in their entirety and replaced with the following. Paragraph 31 has been added as follows:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for ten (10) years with the term beginning on September 1, 2012 and continuing through August 31, 2022, subject to termination and renewal rights as may be hereinafter set forth.

4. The Government may terminate this lease in whole or in part at any time on or after September 1, 2017 by giving at least ninety (90) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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 below date.

FOR THE LESSOR:

Signature: [Signature]
Name: Stephen J. Gleason
Title: President
Entity Name: West Ohio II, LLC
Date: 9/10/12 By: West Ohio II Manager, its Managing Member

FOR THE GOVERNMENT:

Signature: [Signature]
Name: Latricia A. Ridd
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 9/11/12

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
Name: Melissa Wolf
Title: Administrative Assistant
Date: 9/10/12

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20. In accordance with the SFO paragraph 3.2 entitled "*Tenant Improvements Included in Offer*," the Lessor agrees to provide up to \$154,803.81 before amortization (3,873 USF x \$39.97 USF rate = \$154,803.81) or \$7.99 per usable square foot toward the cost of the improvements at an amortization rate of 0% over the five (5) year firm term. Pursuant to Paragraph 3.3 of the SFO entitled "*Tenant Improvement Rental Adjustment*," in the event the final Tenant Improvement cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of a reduction in rent using a 0% amortization rate over the firm term of sixty (60) months in equal payments.

Since the Tenant Improvement costs (\$190,564.72) were greater than the amount provided above, the Government has chosen to pay lump sum for the Tenant Improvement cost above the allowance. A Notice to Proceed Letter was issued on 5/1/12 for NTE \$171,099.72 with [REDACTED] required to pay the overage of \$16,295.91 via a lump sum check from their Reimbursable Work Authorization (RWA) funds provided to GSA. Change order No. 1 was approved on 6/20/12 and added an additional \$19,465.00 to their tenant improvement costs. There were no further change orders. The total lump sum overage amounted to \$35,760.91 which will be paid to the Lessor from an RWA provided by the tenant.

31. The Government shall pay a one (1) time lump sum payment in the amount of \$35,760.91 for the completion of the initial tenant space alterations. This figure represents the overage of the tenant alterations that will be amortized in the lease rental rate. A walkthrough of the space and punchlist was created on 8/21/2012 and the space was found ready for beneficial occupancy and rent commencement for 9/1/2012. The amount above reflects final payment for alterations. The Lessor must submit a certified invoice to the following:

Invoice for payment shall be submitted electronically to the Finance website at www.finance.gsa.gov or mailed to:

General Services Administration
Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Lease Contracting Officer at the following address:

General Services Administration
Attn: Patricia Benda
230 S. Dearborn St., Suite 3300
Chicago, IL 60604-1696

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name and address of the Lessor as shown on the Lease and as shown in CCR
- Lease contract number, building address; and a description, price, and quantity of the items delivered
- GSA PS/PDN#: 0024439 at the top of the invoice

The invoice must be submitted on company letterhead.

All other terms and conditions remain in full force and effect.

Initials: xy & AR
LESSOR GOVT

Lease Amendment Form 07/12