

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 1

DATE

10-20-10

TO LEASE NO.  
LIN18401

ADDRESS OF PREMISES

1250 Eastport Centre Drive, Valparaiso, IN 46383-8427

THIS AGREEMENT, made and entered into this date by and between  
Starwood Properties, LLC  
whose address is 294 Joliet Road  
Valparaiso, IN 46385-9342

Herein after called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to establish the correct address of the premises to the address shown above, to establish the lease commencement date and term, to amend the the annual rental rate, and to amend the amount of tenant improvements that will be amortized in the rent effective August 27, 2010, as follows:

**NOW THEREFORE**, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective as of the date of this Supplemental Lease Agreement1, as follows:

Paragraphs 2 and 3 of this lease are deleted in its entirety and substituted with the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 27, 2010 through August 26, 2025, subject to termination and renewal rights as may be hereinafter set forth. The lease term is for 15 years, 10 years firm. The Government may terminate this lease at any time after August 26, 2020 by giving at least 180 days advance notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.
3. The Government shall pay the Lessor annual rent of \$925,172.54 during the first 120 months (firm term) of the lease term at the rate of \$77,097.71 per Month in arrears. Rent consists of \$67,317.15 per month for shell/base rent, operating expenses and real estate taxes, and \$9,780.56 per month for \$809,650.28 of Tenant Improvements, which were amortized over 120 months at an annual interest rate of 7.9%. Rent for a lesser period shall be prorated.

(continued on Page 2)

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

LESSOR **Starwood Properties, LLC**

BY

(Signature)

Valley Manager

PATRICK J. SCHAEFER

(Title)

MEMBER

IN PRESENCE OF

Cynthia Gallardo

(Signature)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

Lease Contracting Officer

Gerald Helland

(Signature)

(Official Title)



For any of the months that the Government occupies the building after the firm term of the lease the following rental rate shall apply:

The Government shall pay the Lessor annual rent of \$872,473.53 for months 121 through month 180 of the lease term at the rate of \$72,706.13 per month in arrears. Rent will consist of \$57,133.97 per month for shell/base rent and \$15,572.16 per month for operating expenses and taxes.

In Section 3.2, TENANT IMPROVEMENTS INCLUDED IN OFFER, the Lessor agrees to provide up to \$39.138120 per ANSI/BOMA usable square foot toward the cost of the tenant improvements defined in Attachment # 2. In the event the tenant improvement cost is less than the amount provided above, Lessor agrees as outlined in Section 3.0 Paragraph 3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT, to refund such difference in the form of a reduction of the tenant improvement portion of the rental using a 7.9% amortization annual interest rate over 120 months. The Government and Lessor agree that the final Tenant Improvement costs will be stated in a Supplemental Lease Agreement. Rent checks shall be made payable to:

Starwood Properties, LLC  
294 Joliet Road  
Valparaiso, IN 46385-9342

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INITIALS  LESSOR &  GOV'T

Supplemental Lease Agreement  
LIN18401