

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 1 RELEASE NO. LH18406	DATE 4/12/2002
ADDRESS OF PREMISES: Meridian Corporate Plaza Three 501 Pennsylvania Parkway, 3 rd Floor Indianapolis, IN 46280-1380			
THIS AGREEMENT, made and entered into this date by and between MCP PARTNERS THREE, LLC, AN INDIANA LIMITED LIABILITY COMPANY, C/O INLAND AMERICAN OFFICE MANAGEMENT, LLC, J.T. <i>J.T.</i>			
whose address is 2901 BUTTERFIELD ROAD OAK BROOK, IL 60523			
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government; WHEREAS, the parties hereto agree to amend the above Lease			
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that said Lease is amended effective upon execution by the Government as follows:			
The purpose of this Supplemental Lease Agreement (SLA) is to establish the date of occupancy, ending lease square footage, commence and update rental amount, state the total Tenant Improvements amount, update Tenant Improvement amortization amount, and update Broker Commission and Commission Credit.			
All other terms and conditions are in full force and effect.			
See Attached			
IN WITNESS WHEREOF, the parties subscribe their hands as of the above date.			
MCP Partners Three, LLC, an Indiana limited liability company J.T. <i>J.T.</i>			
BY: Inland American (LP) Member, LLC, a Delaware limited liability company, its sole member			
BY: Inland American (LP) Sub, LLC, a Delaware limited liability company, its sole member			
BY: Inland American Real Estate Trust, Inc., a Maryland corporation, its sole member			
<i>Carol M. Hoffmann</i> (Signature)		Carol M. Hoffmann Assistant Secretary (Name of Signer)	
WITNESSED IN THE PRESENCE OF			
<i>Marion L. Grant</i> (Signature of Witness)		Marion L. Grant Assistant Secretary (Address)	
UNITED STATES OF AMERICA			
BY: <i>Jeanette Torres</i> Jeanette Torres		CONTRACTING OFFICER (Official Title)	

Paragraph 1 of Lease is hereby updated to state the square footage:

- A. Total square footage 4,597 rentable square feet consisting of 4,085 ANSI/BOMA Office Area square feet (USF).

Paragraph 2 of the Lease is hereby deleted in its entirety and replaced with the following:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 24, 2012 and continuing through January 23, 2022, subject to termination and renewal rights as may be hereinafter set forth".

Paragraph 3 of the Lease is hereby deleted in its entirety and replaced with the following:

The Government shall pay the Lessor rent as follows:

Years 1 through 5 Annual Rent: \$108,140.25 payable in monthly arrears of \$9,011.69.

Years 6 through 10 Annual Rent: \$115,081.72 payable in monthly arrears of \$9,590.14.

Years 1-5	RSF Rate	USF Rate	Annual Rate (RSF)
Shell Rent	\$12.91	\$14.53	\$59,347.27
T.I.	\$3.85	\$4.34	\$17,717.26
Taxes	\$2.14	\$2.41	\$9,837.58
Operating Costs	\$4.62	\$5.20	\$21,238.14
Full Service Rent	\$23.52	\$26.48	\$108,140.25

Years 6-10

Shell Rent	\$14.42	\$16.23	\$66,288.74
T.I.	\$3.85	\$4.34	\$17,717.26
Taxes	\$2.14	\$2.41	\$9,837.58
Operating Costs	\$4.62	\$5.20	\$21,238.14
Full Service Rent	\$25.03	\$28.18	\$115,081.72

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

MCP PARTNERS THREE, LLC, C/O INLAND AMERICAN
OFFICE MANAGEMENT, LLC J.T.
2901 BUTTERFIELD ROAD
OAK BROOK, IL 60523
ATTN: ACCOUNTS RECEIVABLE J.C.

Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective.

Paragraph 4 of the Lease is hereby deleted in its entirety and replaced with the following:

The Government may terminate this lease in whole or in part at any time on or after January 24, 2017 by providing 120 (one hundred twenty) days prior 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.

Paragraph 9 of the Lease is hereby deleted in its entirety and replaced with the following:

"The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The Government and the Lessor have agreed that the total cost of the Tenant Improvements shall be \$177,172.60 (original approved amount in the Notice to Proceed dated September 29, 2011 of \$174,286.54 and the approved change orders CO2, CO6, CO7, CO8, CO9, CO10, CO11, CO12 and CO14 which total \$2,886.06). The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

Tenant Improvement costs in the amount totaling \$177,172.60, shall be amortized for 120 Months in accordance with the lease agreement at an interest rate of zero percent (0.00%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is \$17,717.26 paid monthly in arrears in the amount of \$1,476.44 and shall be part of the total monthly rental payment.

The total project costs and reimbursable amount is \$177,172.60 as detailed below:

Item	Description	NTP Date	Cost
	Contract Amount	9/29/2011	\$ 174,286.54
CO2	Design Fees - Heating and Cooling for the Lanwan & Siprnet Room	1/18/2012	\$
CO6	Credit for Water Sourced Heat Pumps replaced with Liebert Unit	1/18/2012	\$
CO7		11/28/2011	\$
CO8	Humidity Controls for CRAC Unit	1/18/2012	\$
CO9	Decals / Signage relocation	1/18/2012	\$
CO10	AI Phone Relocation	3/12/2012	\$
CO11	Temporary Cooling for Lanwan & Siprnet Room	2/8/2012	\$
CO12		2/8/2012	\$
CO14	Bulkhead Credit	3/12/2012	\$
TOTAL			\$ 177,172.60

Paragraph 11 of the Lease is hereby deleted in its entirety and replaced with the following:

For the purposes of computing Operating Cost escalation, in accordance with the SFO paragraph 4.3 of the SFO, the base cost of services is \$21,238.14 per annum (\$4.62/RSF) for 4,597 rentable square feet.

Paragraph 14 of the Lease is hereby deleted in its entirety and replaced with the following:

In accordance with the SFO paragraph 4.1.c. entitled *Common Area Factor*, the common area factor is established as 1.12543 (4,597 RSF / 4,085 USF).

Paragraph 15 of the Lease is hereby deleted in its entirety and replaced with the following:

The cost of real estate taxes is \$9,837.58 per annum or \$2.14 per rentable square foot for 4,597 rentable square feet of office space. Tax adjustments shall be calculated in accordance with SFO Paragraph 4.2 *Tax Adjustment*.

Paragraph 23 of the Lease is hereby deleted in its entirety and replaced with the following:

In accordance with the SFO Paragraph 4.2.9, the Government's percentage of occupancy is 3.397835 based upon occupancy of 4,597 rentable square feet in a building of 135,292 square feet.

Paragraph 24 of the Lease is hereby deleted in its entirety and replaced with the following:

"The Lessor and the Broker have agreed to a cooperating lease commission equal to [REDACTED] of the Aggregate Lease Value for the initial firm term of this lease. The total amount of the commission is [REDACTED] (see table below). In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit totaling [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this Lease 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 will continue until the commission credit has been accounted for.

The monthly rent adjusted for the commission credit is as follows:

Rent Period	Scheduled Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$9,011.69	\$4,945.61	██████	██████	██████
Month 2	\$9,011.69	\$4,945.61	██████	\$0.00	██████

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