
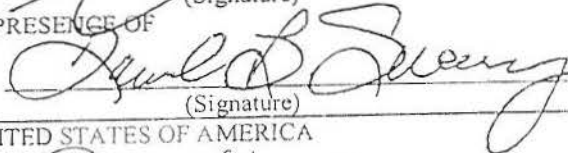
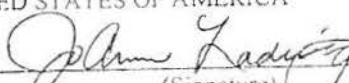


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		SUPPLEMENTAL AGREEMENT NO. 1	DATE 4-17-10
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO GS-05B-18319	
ADDRESS OF PREMISES	Market Square Center 151 N. Delaware Street, 8 th Floor Indianapolis, IN 46204-2508		
THIS AGREEMENT, made and entered into this date by and between Hertz Indianapolis One LLC			
whose address is	1522 2 nd Street Santa Monica, California 90401		
hereinafter called the Lessee, 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 is amended, effective 11/1/10 and upon Government execution, as follows:			
This SLA # 1 (supplemental lease agreement) reflects the addition of 966 rentable square feet (RSF) yielding 847 ANSI/BOMA Office Area square feet (USF) to this lease; therefore paragraphs 1, 3, 10, 11, 12, 16, and 26 of the Standard Form 2 are hereby deleted in their entirety and replaced with the following:			
<p>1. The Lessor hereby leases to the Government the following described premises:</p> <p>A. A total of 11,792 rentable square feet (RSF) consisting of 10,344.77 ANSI/BOMA Office Area square feet (USF) of space located on the eighth (8th) floor of Market Square Center, 151 N. Delaware Street, Indianapolis, Indiana 46204-2508, to be used for such purposes as determined by the General Services Administration. Additionally, Lessor to provide revised layout delineating new leased space within three (3) days of SLA number one (1) execution by the Government.</p> <p>B. Twenty (20) on-site reserved structured and secured parking spaces are included in the rent.</p> <p>C. In accordance with the SFO paragraph 4.1.C. entitled Common Area Factor, the common area factor is established as 1.1399%.</p> <p>D. In accordance with the SFO, the percentage of Government occupancy is established as 2.81%.</p>			
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			
BY		VP	(Title)
IN PRESENCE OF			(Address)
UNITED STATES OF AMERICA			
BY		CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION (Official Title)	

3. The Government shall pay the Lessor annual rent of \$432,648.48 at the rate of \$36,054.04 per month in arrears for Years 1-5. The Government shall pay the Lessor annual rent of \$328,760.96 at the rate of \$27,396.75 per month in arrears for Years 6-10. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period of time shall be prorated. Rent checks shall be made payable to:

Hertz Indianapolis One LLC
1522 2nd Street
Santa Monica, California 90401

10. The total ANSI/BOMA square foot area referred to in Paragraph 1 of the SF-2 herein is subject to an adjustment with the actual number of ANSI/BOMA square feet delivered to be determined by mutual field measurements in accordance with provision of Paragraph 4.1 in the SFO. However it is mutually agreed that the total ANSI/BOMA office area square feet may not exceed the maximum limitation of 10,344 ANSI/BOMA office area square feet as stated in Paragraph 1.1 of the SFO and revised in this Supplemental Lease Agreement number one (1).

If the actual number of ANSI/BOMA square feet differs from Paragraph 1 of the SF-2, the Lease shall be amended by an additional Supplemental Lease Agreement after field measurement to establish the square footage in compliance with the terms of this paragraph.

Should there be any adjustment in the square footage delivered, which will be determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$41.83 per usable square foot per annum.

11. 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 \$59,946.84 per annum for 11,792 rentable square feet.
12. The lease is subject to real estate tax adjustment. For tax adjustment in accordance with terms of Paragraph 4.2 of the SFO, the Government's percentage of occupancy is 2.81%. The Property Tax Identification Numbers are [REDACTED]
16. The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 3.2 of the SFO, the Lessor agrees to provide up to \$447,998.64 toward the cost of the Tenant Improvements. The tenant build out cost of \$447,998.64 (based on \$43.31 per ANSI/BOMA Office Area square foot) is amortized for a period of sixty (60) months at 6%. Therefore, the amortized tenant build out costs are \$103,932.84 per annum or \$8.81 per rentable square foot.

Pursuant to Paragraph 3.3 of the SFO, in the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using a 6% amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term (60 months). In the event that the Tenant Improvement Cost is greater than the amount provided above the Government can (1) reduce the Tenant Improvement requirements, (2) pay lump sum for the overage upon completion and acceptance of the improvements, or (3) have the Lessor amortize the additional cost at 6% throughout the firm lease term. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

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Lessor Gov't

26. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the initial firm term of this lease. The total amount of the commission is [REDACTED]. 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 [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 continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$36,054.04 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$36,054.04 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Initials: WH & QK
Lessor Gov't