

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO. GS-05B-18319	DATE 12-5-11	PAGE 1 of 2
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ADDRESS OF PREMISES

Market Square Center, 151 N. Delaware Street, 8<sup>th</sup> 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<sup>ND</sup> STREET  
SANTA MONICA, CA 90401-1100

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

**WHEREAS**, the parties hereto desire to amend the above Lease to as set forth below and replaces any preceding versions of this Supplemental Lease Agreement Number 4.


**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective May 23, 2011, as follows:

1. This Supplemental Lease Agreement (SLA) Four provides beneficial occupancy, effective May 23, 2011. Paragraphs 1.A., 1.C., 2, 3 and 4 of the SF-2 are deleted in their entirety and replaced with the following. Paragraph 26 of the SF-2 is restated.
  - a. Paragraph 1.A. is hereby deleted and replaced with the following:  
"1. A. A total of 11,792 rentable square feet (RSF) consisting of 10,344 ANSI/BOMA Office Area Square Feet (USF) of space located on the eighth (8<sup>th</sup>) 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."
  - b. Paragraph 1.C. is hereby deleted and replaced with the following:  
"In accordance with the SFO paragraph 4.1.C. entitles Common Area Factor, the common area factor is established as 1.139984532."
  - c. Paragraph 2 is hereby deleted and replaced with the following:  
"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 23, 2011 through 05/22/2021, subject to termination and renewal rights as may be hereinafter set forth."

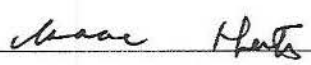
Continued on Page 2

**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE 	NAME OF SIGNER William Hertz
ADDRESS 1522 2 <sup>nd</sup> St. Santa Monica, Ca 90401	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Isaac Hertz
ADDRESS	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER JoAnne Ludwig
	OFFICIAL TITLE OF SIGNER Contracting Officer

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GSA FORM 276 (REV. 8/2006)

d. Paragraph 3 is hereby deleted and replaced with the following:

"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 shall be paid electronically to:

Hertz Indianapolis One LLC  
1522 2<sup>nd</sup> Street  
Santa Monica, CA 90401

Firm Term	Annual	Monthly	Rate / ABOASF	Rate / RSF
05/23/2011 – 05/22/2016				
Shell Rent	\$268,768.80	\$22,397.40	\$25.99	\$22.80
Operating Expenses	\$59,946.84	\$4,995.57	\$5.79	\$5.08
TI Allowance	\$103,932.84	\$8,661.07	\$10.05	\$8.81
Full Service Rent	\$432,648.48	\$36,054.04	\$41.83	\$36.69
05/23/2016 – 05/22/2021				
Shell Rent	\$268,814.12	\$22,401.18	\$25.99	\$22.80
Operating Expenses	\$59,946.84	\$4,995.57	\$5.79	\$5.08
TI Allowance	\$0.00	\$0.00	\$0.00	\$0.00
Full Service Rent	\$328,760.96	\$27,396.75	\$31.78	\$27.88

e. Paragraph 4 is hereby deleted and replaced with the following:

"4. The Government may terminate this lease at any time after May 22, 2016 by giving at least one hundred eighty (180) days' notice 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. "

2. Paragraph 26 is hereby restated:

"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] adjusted First Month's rent.

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

INITIALS: *bill* LESSOR  
*JK* GOVT