

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 1

DATE

3-1-11

TO LEASE NO.  
GS-05B-18397

ADDRESS OF PREMISES

NEC Network Way and Network Place, Indianapolis, IN 46278-1929

THIS AGREEMENT, made and entered into this date by and between  
AMBROSE PROPERTY GROUP, LLC  
whose address is 450 E. 96<sup>th</sup> St., STE 175  
Indianapolis, IN 46240-5703

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 omit language that would obligate the Lessor to finance any tenant improvement costs that exceed the tenant improvement allowance of \$461,533.59 and to assign the Government the responsibility for preparation and delivery to the Lessor of the design intent drawings.

**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 Agreement No. 1, as follows:

The second paragraph of Clause 15. On PAGE 1 of STANDARD FORM 2, ATTACHMENT A of this lease is deleted in its entirety and substituted with the following:

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 5% amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term on which the Government is paying rent ( 120 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, or (2) pay lump sum for the overage upon completion and acceptance of the improvements.

And

SFO paragraph 3.3 A. 3. on page 13 is deleted in its entirety and substituted with the following:

3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to either 1) reduce the Tenant Improvement requirements, or 2) pay lump sum for the overage upon completion and acceptance of the improvements.

And

(continued on Page 2)

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

LESSOR **AMBROSE PROPERTY GROUP, LLC**

BY

(Signature)

*[Signature]*

President

(Title)

IN PRESENCE OF

*[Signature]*

(Signature)

02/22/11 450 E. 96<sup>th</sup> St.  
Suite 175

(Address)

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

BY

Allan Broholm

(Signature)

Lease Contracting Officer

(Official Title)

Indianapolis, IN  
46240

SFO paragraph 5.13 B on page 27 is deleted in its entirety and substituted with the following:

5.13

**B. DESIGN INTENT DRAWINGS:**

The Government shall prepare and provide to the Lessor the Government's approved design intent drawings based upon the base building drawings provided by the Lessor as required in the "BUILDING AND SITE INFORMATION SUBMITTALS" paragraph of this SFO. These design intent drawings will detail the Tenant Improvements to be made by the Lessor within the Government demised area. Design intent drawings, for the purposes of this lease, are defined as fully dimensioned drawings of the leased space which consist of enough information to prepare construction drawings including: 1) furniture, wall, door, and built-in millwork locations; telephone, electrical, and data outlet types and locations; and repositioned sprinklers, ceilings, and lighting, where impacted; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish and signage selections. Design intent drawings shall be due from the Government within ninety (90) working days from award.

INITIALS: \_\_\_\_\_ LESSOR &  GOV'T

Supplemental Lease Agreement  
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