

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	Supplemental Agreement No. 1	Date: 7/29/10
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TO LEASE NO. GS-05B-18394

ADDRESS OF PREMISES 135 Pennsylvania Street
19th -22nd Floors
Indianapolis, IN 46204-2400

THIS AGREEMENT, made and entered into this date by and between North Penn Associates, LLC

whose address is 44 South Broadway, 10th Floor
White Plains, NY 10601- 4411

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter 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 July 1, 2010, as follows:

I. The purpose of this Supplemental Lease Agreement (SLA) is to provide establish beneficial occupancy for the 22nd Floor.

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

All other terms and conditions of the Lease shall remain in force and effect.

Continued on Page 2

LESSOR: North Penn Associates, LLC
BY: *David B. Tully, as agent*
(Signature) (Title)
IN THE PRESENCE OF *[Signature]*
(Signature) 44 S Broadway, 10th floor, White
Plains, NY 10601
(Address)

UNITED STATES OF AMERICA
By: *Christine M. Becker* CONTRACTING OFFICER
CHRISTINE BECKER

Paragraph 2 is deleted in its entirety and replaced with:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2010 through June 30, 2020 subject to termination and renewal rights as may be hereinafter set forth."

Paragraph 3 is deleted in its entirety and replaced with:

"3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

PHASE	TERM	ANNUAL RENT	MONTHLY RENT	RATE/RSF	RATE/USF
Phase I*	07/01/2010 – 06/30/2015	\$581,412.80	\$48,451.07	\$28.52	\$32.80
Phase II**	11/01/2010 – 06/30/2015	\$1,588,776.00	\$132,398.00	\$29.22	\$33.60
Phase I & II	11/01/2010 – 06/30/2015	\$2,170,188.80	\$180,849.07	\$29.03	\$33.38
Phase I & II***	07/01/2015 – 06/30/2020	\$1,943,312.00	\$161,984.33	\$26.00	\$29.90

*Beginning on the first day of the lease and ending on the earlier of: (i) commencement of Phase Two occupancy; (ii) the first day of month 7 of the lease, all rent in excess of the Commission Credit referenced in Section 2.3 of SFO GS-05B-18394 shall be abated.

**Beginning on the first day of Phase Two occupancy, [redacted] of the total monthly rent due on the entire premises shall be abated for three (3) months. This equates to a rent credit of [redacted] per month for a period of three (3) months. [redacted]

***In months 72, 84, 96, 108, and 120 of the lease term, Lessor will provide the Government with a rent credit in the amount of [redacted] per month.

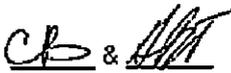
CPI and tax escalations continue throughout the term of the lease

Rent for a partial month shall be prorated. Rent Checks shall be made payable to:

North Penn Associates, LLC
44 South Broadway, 10th Floor
White Plains, NY 10601- 4411

Paragraph 32 is hereby added to this lease:

"32. Pursuant to the requirements of the lease, the rental increase allowed at the commencement of Phase II rent shall not occur until Phase II is inspected and accepted through a Supplemental Lease Agreement (SLA) executed by both the Lessor and the Government. The SLA will document the acceptance and the rent commencement date for Phase II when the rental increase shall begin. Until such time, Phase I rent will remain in effect."


Govt Lessor