

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-05B-18144
ADDRESS OF PREMISES: Corporate Center Lakeside Drive 5957 Lakeside Boulevard Indianapolis, IN 46278-2923	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between

Calest Industrial Investors, LLC

whose address is: 283 Greenwich Avenue, Suite 300
Greenwich, CT 06830-6534

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 establish the substantial completion date, document monthly rent based on final tenant improvement costs and approved change orders and provide for lump sum payment of overage, establish the final commission amount and credit, and make lease revisions based on final approved scope of work.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 29, 2013 as follows:

- I. The commencement date of the Lease is August 1, 2010 as described in SLA No. 3. The date of substantial completion and acceptance of Tenant Improvements is July 1, 2012.

CONTINUED ON PAGES 2 AND 3 ATTACHED HERETO

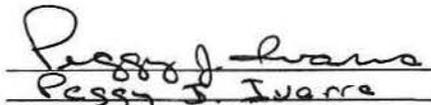
This Lease Amendment contains 3 pages.

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 below date.

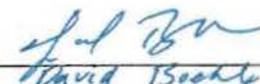
FOR THE LESSOR:

Signature: 
Name: TONY LIN
Title: SVP
Entity Name: Calest Industrial Investors, LLC
Date: 9/10/13

FOR THE GOVERNMENT:

Signature: 
Name: Peggy J. Ivarra
Title: Lease Contracting Officer
GSA, Public Buildings Service, _____
Date: 9/10/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: David Bookley
Title: Associate
Date: 9/10/13

II. Section 3 of Lease GS-05B-18144 is hereby replaced with the following:

3. The Government shall pay the Lessor annual rent at the following rate:

Term	Shell Per RSF	Base Operating Cost Per RSF	Amortized Tenant Improvement Allowance Per RSF	Amortized Building Specific Sec. Per RSF	Rate Per RSF	Annual Rent	Monthly Rent Payable in Arrears
Months 1-12	\$12.00	\$4.44	\$0.00	\$0.00	\$16.44	\$311,340.72	\$25,945.06
Months 13-23	\$12.75	\$4.44	\$0.00	\$0.00	\$17.19	\$325,544.22	\$27,128.69
Month 24	\$12.75	\$4.44	\$3.23	\$0.77	\$21.20	\$401,391.25	\$33,449.27
Months 25-60	\$13.00	\$4.44	\$3.23	\$0.77	\$21.45	\$406,125.75	\$33,843.81
Months 61-120	\$16.29	\$4.44	\$0.00	\$0.00	\$20.73	\$392,584.74	\$32,715.40

Note: The rental for Months 1 through 23 (August 1st, 2010 through June 30 2012) reflects Shell and Operating costs only. Effective Month 24 (July 1, 2012) the date of completion and acceptance of the improvements through Month 60 (July 31st, 2015), the rental will include the amortization of the Tenant Improvement Allowance and the Amortization of Building Specific Security over the 37-month period.

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

CalEast Industrial Investors, LLC
283 Greenwich Ave., Ste. 300
Greenwich, Ct 06830-6534

III. Paragraph 8 of the Lease is deleted and the following is substituted therefore:

8. The total Tenant Improvement cost including all change orders is \$164,188.49. In accordance with the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$164,188.49 shall be amortized through the rent for thirty-seven (37) months at the rate of 9%. The total annual cost of Tenant Improvements is \$61,178.25 for a fully- amortized payment of \$188,632.95.

IV. Paragraph 14 of the Lease is deleted and the following is substituted therefore:

14. Security costs in the total amount of \$39,367.65 shall be amortized through the rent for thirty-seven (37) months at the rate of 9%. The total annual cost of Security costs is \$14,668.78 for a fully- amortized payment of \$45,228.72.

V. Paragraph 17 of the Lease is deleted and the following is substituted therefore:

17. In accordance with Paragraph 2.2 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] for the initial firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.2, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments (\$227,256.00 / 12 months = \$18,938.00 per month) due and owing 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 throughout the third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

INITIALS: TC & Ri
LESSOR GOVT

Month 1: \$25,945.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
Month 2: \$25,945.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
Month 3: \$25,945.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

VI. The following changes are made to the Lease:

1. Section 11.0 Special Requirements—Item #3 is deleted removed. (Back-up Generator removed by USGS)
2. Section 11.0 Special Requirements— Item #4 Wareyard Requirement - the number of spaces is changed to (5) covered parking spaces.
3. Section 11.0 Special Requirements—Item #8 is revised to state USGS will remove HALON & install/responsible to maintain the new fire suppression system in Computer Room only (FM200).
4. Lab 2 (RM 142) will not receive a dropped ceiling and the new light fixtures will be different from the ones being installed throughout the rest of the suite.
5. Concealed Packaged Air Conditioning in Computer Room is not part of the TI work as stated in the lease. This work is to be completed and maintained by the Agency.
6. Dropped ceiling to remain in restrooms and break room as agreed and approved by GSA and the Agency.
7. Server Room will not receive new ceiling tile.
8. The VCT in the walk-in cooler in Lab 1 will not be replaced.

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

INITIALS: R & Pji
LESSOR GOVT