

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "Second Amendment") is made as of the 1st day of November, 2008, by and between Sun Life Assurance Company of Canada, a Canadian Corporation (as "Landlord") and Harlan Sprague Dawley, Inc. (as "Tenant").

WHEREAS, E-L Allison Pointe II, LLP as "Original Landlord" and Tenant, as tenant, entered into that certain Lease Agreement, dated June 30, 2006, as assigned pursuant to the certain Assignment by and between Original Landlord and Landlord dated effective December 16, 2006 (the "Original Lease"), the subject of which was the lease by Tenant of certain space in that building known as "Lake Pointe Center 4" located at 8520 Allison Pointe Blvd. in Indianapolis, Indiana, as such space is more particularly described in the Original Lease (the "Premises"); and

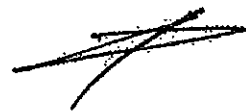
WHEREAS, Landlord and Tenant modified the Original Lease by entering into a First Amendment to Lease Agreement dated as of June 1, 2008; and

WHEREAS, Landlord and Tenant desire to further modify the Original Lease in certain particulars as hereinafter set forth;

NOW THEREFORE, and in consideration of the Premises, one and no/100 dollars (\$1.00) in hand paid by the parties one to the other and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

1. **Defined Terms:** For purposes of this Second Amendment, all terms that are use in this Second Amendment which are defined in the Original Lease shall have the same meaning in this Second Amendment as are ascribed to them in the Original Lease. The Original Lease together with the First Amendment and this Second Amendment shall be collectively referred to as the Lease.
2. **Additional Space:** Tenant hereby leases an additional 4,037 rentable square feet on the first floor comprising suites 130 and 130A (the "Expansion Space") for the remainder of the Term.
3. **Base Rent:** (a) Commencing on November 15, 2008, and continuing on the first day of each month thereafter during the Term and notwithstanding enumerated Paragraph 2A of the Original Lease to the contrary, Tenant shall pay Base Rent for the Premises in the amounts as set forth below:

<u>Period</u>	<u>Base Rental</u> <u>Rate</u>	<u>Annual Base</u> <u>Rental</u>	<u>Monthly</u> <u>Base Rental</u>
November 15, 2008 - April 15, 2012:	\$16.50/sf	\$423,769.50	\$35,314.13
April 16, 2012 - April 15, 2017:	\$18.50/sf	\$475,135.50	\$39,594.63



(b) All such Base Rent shall be paid in monthly installments on the first (1st) day of the month, and all payments of Base Rent shall be due strictly in accordance with enumerated Paragraph 2A of the Original Lease.

4. **Early Termination:** At the end of enumerated paragraph 29, Tenant's Right to Terminate, the following language shall be added:

Additionally, in the event Tenant does not exercise its right to terminate at the end of the 66th month of the original term, Tenant shall have the right to terminate its use of the Expansion Space only after April 15, 2015, upon one hundred twenty (120) days' written notice and payment of a termination fee equal to the unamortized transaction costs related to the Expansion Space at a 10% interest rate. Such termination fee shall be additional rent hereunder and shall accompany Tenant's written notice to Landlord. Such termination fee shall not be considered an application of rent for any rent due prior to the termination date of this Lease.

5. **Tenant Improvement Allowance:** Landlord grants Tenant the amount of up to \$15.00/sf to be used solely as an allowance for tenant improvements to the Expansion Space within 120 days of the execution of this Second Amendment. Tenant shall obtain Landlord's consent, which consent shall not be unreasonably withheld or delayed, before said improvements are made and allow Landlord's construction manager to bid the proposed work on behalf of Tenant. Tenant shall provide Landlord with receipts evidencing the costs of said improvements for reimbursement up to the allowed amount.
6. **Broker:** Tenant represents and warrants, except for Colliers Turley Martin Tucker representing the Landlord, no other real estate broker or brokers were involved in the negotiations and execution of this Amendment. Tenant shall indemnify Landlord and hold it harmless from any and all liability for the breach of any such representations and warranty on its part and shall pay any compensation to any broker or person who may be deemed or held to be entitled thereto.
7. **No Other Modifications:** As expressly modified by this Second Amendment, the Original Lease together with the First Amendment remain in full force and effect.
8. **Transfers, Successors and Assigns:** This Second Amendment shall inure to the benefit of and shall be binding upon Landlord, Tenant, and their respective successors and assigns.
9. **Time of Essence:** Time is of the essence with respect to this Second Amendment.
10. **Counterparts:** This Second Amendment may be executed in multiple counterparts, all of which together shall constitute a single agreement.
11. **The persons signing this Agreement on behalf of Landlord and Tenant are each authorized to bind their respective companies to this Agreement.**



IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment to Lease as of the date first written above.

LANDLORD

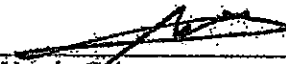
Sun Life Assurance Company of Canada

By: 

JOHN G. MULVHILL
(Principal and Director)

TENANT

Harlan Sprague Dawley, Inc.

By: 

Yamin Gai
Vice President, Facilities and
Engineering

oct 21/08

