

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is made as of the 1st day of June, 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 June 30, 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 desire to 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 First Amendment, all terms that are used in this First Amendment which are defined in the Original Lease shall have the same meaning in this First Amendment as are ascribed to them in the Original Lease. The Original Lease together with this First Amendment shall be collectively referred to as the Lease.
2. **Additional Space:** Tenant leases an additional 167 rentable square feet on the first floor comprising suite 120A for the remainder of the Term.
3. **Base Rent:** (a) Commencing on June 1, 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 following amounts:

<u>Period</u>	<u>Base Rental Rate</u>	<u>Annual Base Rental</u>	<u>Monthly Base Rental</u>
June 1, 2008 - April 15, 2012:	\$16.50/sf	\$357,159.00	\$29,763.25
April 16, 2012 - April 15, 2017:	\$18.50/sf	\$400,451.00	\$33,370.92

(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. The Notice Address for the Landlord in enumerated paragraph 24(1) and (2) is as follows:

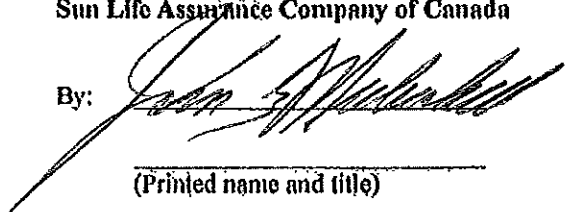
Sun Life Assurance Company of Canada
c/o Colliers Turley Martin Tucker
Chase Tower
111 Monument Circle, Suite 3960
Indianapolis, IN 46204

5. 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.
6. No Other Modifications: As expressly modified by this First Amendment, the Original Lease remains in full force and effect.
7. Transfers, Successors and Assigns: This First Amendment shall inure to the benefit of and shall be binding upon Landlord, Tenant, and their respective successors and assigns.
8. Time of Essence: Time is of the essence with respect to this First Amendment.
9. Governing Law: The First Amendment shall be construed and interpreted under the laws of the State of Indiana.
10. Counterparts: This First 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 First Amendment to Lease as of the date first written above.

LANDLORD

Sun Life Assurance Company of Canada

By: 

(Printed name and title)

JOHN G. MULVIHILL
MANAGING DIRECTOR

TENANT

Harlan Sprague Dawley, Inc.

By: 

Yamin Gai
Vice President, Facilities and
Engineering

