

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1
PS0017814

DATE

1/7/2011

TO LEASE NO. GS-05B-17917

ADDRESS OF PREMISES Waterford Professional Building
216 Pinnacle Way
Eau Claire, WI 54701-3436

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

whose address is **Sand Capital XIV LLC.**
10689 N. Pennsylvania Street, Suite 100
Indianapolis, IN 46280-1099

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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective November 5, 2010 as follows:

This Supplemental Lease Agreement (SLA) Number 1 is issued to reflect the change of building ownership and to establish the commencement date and term of the lease and to approve a lump sum payment to Lessor for Tenant Improvements.

I. Former Lessor: Waterford of Eau Claire, LLC
310 Pinnacle Way
Eau Claire, WI 54701

New Lessor: Sand Capital XIV LLC
10689 N. Pennsylvania Street
Suite 100
Indianapolis, IN 46280-1099
317-925-9011

New Payee: Sand Capital XIV LLC
10689 N. Pennsylvania Street
Suite 100
Indianapolis, IN 46280-1099
317-925-9011

The New Lessor assumes, approves, adopts and agrees to be bound by the terms of the lease.

Federal Tax Payer I.D. No. [REDACTED]
DUNS No. 965859247

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 above date.

LESSOR Sand Capital XIV LLC

BY [REDACTED] _____
(Signature)

IN PRESENCE OF [REDACTED] _____
[REDACTED] _____
(Address)

CCOO

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

[REDACTED] _____
Contracting Officer
(Official Title)

II. Paragraph 2 of the Lease is deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 5, 2010 through November 4, 2020, subject to termination and renewal rights as may hereinafter set forth."

III. Paragraph 4 of the Lease is deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease at any time after November 4, 2015 by giving at least 90 days' notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

IV. By letter dated July 13, 2010, the Government approved the cost to build out the space for the sum of \$352,408.00. The Government approved two changes to this cost in the amount of \$8,529.86 and \$1,447.29. The total approved cost is \$362,385.15. Pursuant to Paragraph 10 of the Lease, \$145,522.76 is being amortized in the rent. The Government agrees to pay the remaining \$216,862.39 in a lump sum amount to the Lessor.

Lessor must submit its invoice in the amount of \$216,862.39 directly to: GSA, Greater Southwest Finance Center (7BCP), PO Box 17181, Fort Worth, Texas 76102 or to the GSA Finance Website at WWW.finance.gsa.gov. The invoice must include the following PDN number **PS0017814**. Partial payments may be made to Lessor for the cost of the work only after satisfactory completion and acceptance of a portion of the improvements by the Government through the Contracting Officer, or Contracting Officer's Representative. Any request for partial payment must be made in the same manner set forth in this Paragraph IV. If any additional costs are approved and added to the cost of the improvements identified herein, an additional SLA shall be issued detailing the final cost agreement

INITIALS:

LESSOR:

GOVERNMENT:

