

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1

DATE

11-3-11

TO LEASE NO.
GS-05B-18418

ADDRESS OF PREMISES **Center 37 South
2007 S. Liberty Drive
Bloomington IN 47401**

THIS AGREEMENT, made and entered into this date by and between **GWC, LLP**

whose address is **GWC, LLP
1128 S. College Mall Road.
Bloomington, IN 47401**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the Government has received a final cost proposal to construct the tenant improvements as shown in the Bid Documents which include the Construction Drawings and Specifications dated 9/8/2011; and

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 on October 19, 2011 as follows:

Supplemental Lease Agreement (SLA) No. 1 to Lease GS-05B-18418, is hereby issued to provide NOTICE TO PROCEED for an amount not exceed \$116,033.06 to construct the Tenant Improvements as described in Exhibit 2 to SLA No.1. Upon completion, acceptance and after substantial completion of TI construction, the Government will amortize over five years at an amortization rate of 7.50%.

The amount stated above includes all labor, materials and fees to construct the Tenant Improvements as described in the Construction Drawings and Specifications dated 08/15/2011 and Exhibit #2. The Construction Drawings list is attached as Exhibit 1. This cost excludes the security improvements. Security work (note: the security work will be contracted separately via a subsequent SLA).

It shall be noted that this notice to proceed obligates a total of \$116,033.06 of the total TI Allowance of \$120,716.92.

Any changes and alterations to the scope of work/line items or delivery time under this contract must be authorized in advanced in writing by the Contracting Officer; otherwise, the contractor assumes all risks and consequences for performing work or changes requested by anyone not authorized to issue such order.

The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to the work described in the Construction Drawings listed in Exhibit # 1. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

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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 **GWC, LLP**

BY

IN PRESENCE

MANAGER

(Title)

1128 S. College Mall Rd
Bloomington IN 47401

(Address)

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

BY

Contracting Officer

(Official Title)

Paragraph 16 of the Lease shall be deleted and the following shall be substituted therefore:

16. The total cost of the Tenant Improvements has been estimated to be \$116,033.06. The total Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion. The total cost of the Tenant Improvements is depicted on Exhibit 2, attached.

Any changes of the Construction Drawings, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

The total Tenant Improvements costs, \$116,033.06 shall be amortized entirely over five years at an amortization rate of 7.5%. The annual cost of the amortized portion of the Tenant Improvement cost is \$27,900.77 paid monthly in arrears in the amount of \$2,325.06.

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement cost) shall be established by a subsequent SLA.

GOVERNMENT MP LESSOR [Signature] Initials: