

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. **GS-05B-18554**

ADDRESS OF PREMISES

Rodigbaugh Courthouse
401 S. Michigan Street
South Bend, IN 46601-2304

THIS AGREEMENT, made and entered into this date by and between Western Avenue Properties, LLC

whose address is 416 E. Monroe St., Suite 320
South Bend, IN 46601-2328

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 remove roof antenna cost (\$1,200.00 per year) from the annual rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

1. Paragraph 3 of the Lease is hereby deleted and replaced with the following:

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

Term Years	Annual Rent
1-10	\$806,997.52
11-15	\$774,364.25

Sixty-six (66) onsite parking spaces are included in the rent at no additional cost to the Government.

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


Western Avenue Properties, LLC
416 E. Monroe St., Suite 320
South Bend, IN 46601-2328"

Continued on Page 2, attached hereto and made a part of the lease.

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: William A. Panzica
Title: Managing Member
Entity Name: WESTERN AVENUE PROPERTIES, LLC
Date: September 5, 2012

FOR THE GOVERNMENT:

Signature: 
Name: Zlata I. Gonsel
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 9-12-12

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Christina S. Brooks
Title: Member
Date: September 5, 2012

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2. Paragraph 16 of the Lease is hereby deleted and replaced with the following:

"16. In accordance with Paragraph 2.4 (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] of the 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. In the event the Aggregate Lease Value increases or decreases due to a change in the amount of Tenant improvements to be amortized, the commission percentage shall remain unchanged, the commission amount in dollars adjusted up or down accordingly, and the adjustment be reflected in the second one - half (1/2) payment. No Commission Credit shall apply to this Lease."

All other terms and conditions remain in full force and effect.

INITIALS: wp & 3/6
LESSOR GOVT