

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-05B-18880
ADDRESS OF PREMISES LEIGHTON PLAZA 130 S. MAIN STREET SOUTH BEND, IN 46601-1818	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between Leighton Offices, LLC

whose address is: 130 S. Main Street
South Bend, IN 46601-1816

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

WHEREAS, the parties hereto desire to amend the above Lease.

The purpose of this Lease Amendment is to establish beneficial occupancy, approve Change Orders and reconcile the Tenant Improvement budget.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:
In reference to the "Lease Term" on Page 1 of GSA Form L201B, the effective date is established as April 1, 2013.

The Government hereby approves the following Change Orders in the total amount of \$15,798.29. These changes are applied to the TI Budget increasing it from \$90,216.32 (pursuant to NTP dated February 21, 2013) to \$106,014.61 and are amortized at the rate of 5% over 60 months. This budget is inclusive of all approved change orders as listed below:

Item	Description of Work	Cost	
Change Order #1	Add 8 Duplex Outlets	[REDACTED]	
Change Order #2	Conf Room Floor Outlets		
Change Order #3	Coat Closet		
Change Order #4	Break Room Door		
Change Order #6	ADA Cabinet Toe Kick		
Change Order #9	Hang Projector Screen		
Change Order #10	Install Ceiling Outlet		
Change Order #13	Add Conf Room Dim Lights		
Change Order #14	Add Fire Alarm Strobes		
Change Order #15	Credit for Network Adapter		
Total			\$15,798.29

This Lease Amendment contains 2 pages.

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

FOR THE LESSOR

FOR THE GOVERNMENT

Signature: _____
 Name: _____
 Title: Assistant
 Entity Name: Leighton Public Offices, LLC
 Date: 9/10/13

Signature: _____
 Name: _____
 Title: _____
 GSA, Pu
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: MICHELLE KRAIG
 Title: Assistant Property Manager
 Date: 9/10/13

Section 1.03A of the GSA Form L201B is hereby deleted and replaced in its entirety:

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM 4/1/13-3/31/18)		NON FIRM TERM (4/1/18-3/31/23)	
	ANNUAL RENT	ANNUAL RENT/RSF	ANNUAL RENT	ANNUAL RENT/RSF
SHELL RENT	\$49,179.00	\$13.00	\$52,962.00	\$14.00
TENANT IMPROVEMENTS RENT ¹	\$12,573.81	\$3.32	\$0.00	\$0.00
OPERATING COSTS	\$17,704.44	\$4.68	\$17,704.44	\$4.68
BUILDING SPECIFIC SECURITY ²	\$3,593.85	\$.95 ³	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$83,051.10	\$21.95³	\$70,666.44	\$18.68

¹Tenant Improvement Allowance is amortized at a rate of 5.00 percent per annum over 5 years.

²Building Specific Security Costs are amortized at a rate of 5.00 percent per annum over 5 years.

The total cost of the buildout for the space including change orders was \$106,014.61. Per Section 1.08, the Lessor has agreed to pay \$15.00 usf (\$50,490.00) at his own expense to be used toward the cost of the TI. The Government therefore shall pay the remaining TI of \$55,524.61 to the Lessor which will be amortized at 5.00% over 60 months at a rate of \$12,573.81 annually.

³Rates may be rounded.

Parking referenced in Section 1.02A of the GSA Form L202 is included in the rental consideration.

Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

INITIALS:


LESSOR

&


GOV'T