

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. 1</b>
<b>LEASE AMENDMENT</b>	<b>TO LEASE NO. GS-05P-LIN19067</b>
<b>ADDRESS OF PREMISES</b> 855 Taft Street Gary, IN 46404	<b>PDN Number:</b> N/A

**THIS AMENDMENT** is made and entered into between WINJAMIN, INC.

whose address is: 855 Taft Street  
Gary, IN 46404-1255

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

**WHEREAS**, the parties hereto desire to supplement the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective March 16, 2016 as follows:

Issued to establish the date of space acceptance and Lease Term Commencement Date and Broker Commission Credit.

1. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 16, 2016 and continuing for a period of 10 years, expiring March 15, 2026, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.
2. The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, March 15, 2021, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

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 below date.

FOR THE LESSOR

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity Name: Winjamin Inc  
 Date: 7/8/16

FOR THE

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: 7/11/2016

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WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
 Name: Office Manager - SHARON TYLER  
 Title: Office Manager  
 Date: 4-8-16

3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

	FIRM TERM (3/16/16 – 3/15/21)	NON FIRM TERM (3/16/21 – 3/15/26)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$11,505.00	\$11,050.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$900.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$3,601.00	\$3,601.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$16,006.00</b>	<b>\$14,651.00</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$17.70 per RSF multiplied by 650 RSF

(Non Firm Term) \$17.00 per RSF multiplied by 650 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$4,500.00 is amortized at a rate of 0 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$5.54 per RSF multiplied by 650 RSF

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 650 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. INTENTIONALLY DELETED

4. The Lessor shall complete all work required to prepare the Premises as required in this Lease (SECTION 7.02 TENANT IMPROVEMENTS INCLUDED IN OFFER) on or before July 1, 2016.

INITIALS:  LESSOR &  GOVT

5. A. Savills Studley (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Savills Studley with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$1,333.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment \$1,333.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

INITIALS:  LESSOR &  GOVT