

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 4

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 establish the substantial completion date, document monthly rent based on final tenant improvement costs and building specific security alterations, correct the tax base amount, document rent credit for natural gas costs decrease, and establish the final commission amount and credit.

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 1 of the Lease is restated as follows:

"1. The Lessor hereby leases to the Government the following described premises:

A total of 30,119 rentable square feet (RSF) of office and related space, which yields 24,658 ANSI/BOMA Office Area square feet (ABOA SF) of space at Rodigbaugh Courthouse, 401 S. Michigan Street, South Bend, Indiana to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are sixty-six (66) total onsite parking spaces, including six (6) reserved structured parking spaces in the building garage, and sixty (60) on-site general surface parking spaces for the exclusive use of the Government.."

Continued on Pages 2 and 3, 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: April 24, 2013

FOR THE GOVERNMENT:

Signature: _____
Name: Zlata T. Gouzer
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 05/07/2013

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Christina S. Brooks
Title: Member
Date: April 24, 2013

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

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning March 1, 2012 and continuing for a fifteen (15) year term through February 28, 2027, subject to termination and renewal rights as may be hereinafter set forth.

The date of substantial completion of the Tenant Improvements and Building Specific Security Alterations is established as March 20, 2013. The rental payment for April 2013 shall include a lump sum payment for previously withheld Amortized TI and Security alterations payments from March 1, 2012 through March 20, 2013."

3. 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 Months	Annual Rent
3/1/12 – 2/28/22	\$806,997.52
3/1/22 – 2/28/27	\$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"

4. Paragraph 4 of the Lease is hereby deleted and replaced with the following:

"4. The Government may terminate this lease in whole or in part at any time on or after the tenth (10th) year, February 28, 2022, by giving at least 90 days notice in writing to the Lessor and no rental shall accrue after the effective mailing date of termination. Said notice shall be computed commencing with the day after the date of mailing."

5. Paragraph 14 of the Lease is hereby deleted and replaced with the following:

"14. In accordance with the SFO paragraph 4.1 entitled "Tax Adjustment," this lease is subject to real estate tax adjustment. The real estate tax base amount for the entire building is \$106,874.00. The Government's proportionate share real estate tax base amount is established as \$106,874.00. The percentage of occupancy is 100.00%."

6. In accordance with Section 15 of the Lease, the actual natural gas costs for April 1, 2012 to March 31, 2013 are \$6,785.87. The actual costs of \$6,785.87 are below the base year amount of \$8,379.00, therefore the Government will be entitled to a rent credit of \$1,593.13 which shall be withheld from the April 2013 rent payment.

INITIALS: wo & [Signature]
LESSOR & GOV'T

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7. 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. There is no commission credit to be deducted from the shell rent at the time of lease commencement, the value of the credit was applied to the overall rate during the firm term of the lease."

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

INITIALS: W & 36
LESSOR GOV'T

Lease Amendment Form 07/12