**Amendment #\_ to Recognize Substitution of Party**

**To State of Indiana Office Lease**

**EDS# or Contract #** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Amendment #\_ to that certain State of Indiana Office Lease dated as of \_\_\_\_\_\_\_\_\_\_, 20\_\_, and effective \_\_\_\_\_\_\_\_\_\_, 20\_\_, per the commencement date stated in the Confirmation Letter (the “Lease”) is entered into by and between \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “**Current Landlord**”) and the **State of Indiana**, acting by and through its Department of Administration for and on behalf of the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as “**Tenant**”). Hereinafter, the Current Landlord, Successor Landlord and Tenant may collectively be referred to as the “Parties” or individually as a “Party”.

Witnesseth:

Whereas, Tenant leases certain real estate previously owned by Current Landlord and consisting of approximately \_\_\_\_\_\_\_ **square feet** in the building located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_\_\_, State of Indiana (the “Leased Premises”), as more specifically provided in the Lease;

Whereas, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Successor Landlord”)** has purchased the Leased Premises from Current Landlord;

Whereas, in connection with the aforesaid purchase, Current Landlord has assigned to Successor Landlord all of Current Landlord’s right, title and interest in and to the Lease;

Whereas, the Successor Landlord has accepted assignment of the Current Landlord’s right, title and interest in and to the Lease and the Leased Premises, and assumes full responsibility for all obligations and representations under the Lease and this Amendment; and

Whereas, Current Landlord has requested that the State of Indiana memorialize this assignment by amending the Lease to recognize this substitution of Party to the Lease.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Current Landlord, Successor Landlord and Tenant agree as follows:

The purpose of this Amendment is to commemorate the substitution of Party in interest at the request of the Current Landlord and to facilitate the direction of payments and notices required under the Lease. The Parties expressly agree that this Amendment #\_ does not alter the legal relationship between the original parties to the Lease, except as provided herein, and that this Amendment #\_ does not ratify any assignment of the Current Landlord’s interest in the Lease or relieve the Current Landlord of any responsibilities or obligations thereunder until this Amendment#\_ is fully executed. The parties further agree that Successor Landlord assumes full responsibility for all obligations and representations under the Lease and this Amendment.

**1. Landlord.**

The Lease is hereby amended to delete the name, “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**”** wherever it occurs and to replace said name with the name “**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.”

**2. Landlord’s Notice Address.**

Section 36 [Notice] of the Lease is hereby amended to delete the notice address listed for Landlord and to replace said address with the following address:

Landlord: [Name] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Title] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Address] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[City, State, Zip Code] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Phone] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With copy to: (if required)

[Name] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Title] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Address] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[City, State, Zip Code] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Phone] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3. Landlord’s Payment Address** [If Applicable]

If a waiver has been approved by the Indiana Auditor of the State for the Direct Deposit defined in Section 5. D of the Lease, Section 5.E of the Lease is amended to update Landlord’s payment address. All payment obligations shall now be made to the following person/company/agent, at the following address:

[Name] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Title] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Address] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[City, State, Zip Code] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Phone] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4. Counterparts.**

This Amendment #\_ may be executed in counterparts, each of which shall constitute an original, and all of which when taken together, shall constitute one binding instrument once each Party has signed one or more of the counterparts.

**All other matters set forth in the Lease and not affected by this Amendment #\_ shall remain in full force and effect. To the extent that any provisions of this Amendment #\_\_ are inconsistent with any Lease terms, the provisions of this Amendment #\_\_ will control.**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Current Landlord or Successor Landlord, or that the undersigned is the properly authorized representative, agent, member or officer of the Landlord. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Current Landlord or Successor Landlord, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Lease Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Lease, the Landlord attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

1. I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana.  I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation.  I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein.  I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

**SIGNATURE PAGE**

**Amendment #\_ to State of Indiana Office Lease**

**EDS # or Contract #** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**In Witness** to their agreement, the persons signing this Amendment execute it on behalf of Current Landlord, Successor Landlord and Tenant:

**For Current Landlord**:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The above-named person(s) for the

Current Landlord personally appeared before

me, a Notary Public and acknowledged

the execution of this Amendment

this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, \_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

My Commission Expires: \_\_\_\_\_\_\_

County of Residence: \_\_\_\_\_\_\_\_\_\_\_

**SIGNATURE PAGE**

**Amendment #\_ to State of Indiana Office Lease**

**EDS # or Contract #** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For Successor Landlord**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The above-named person(s) for the

Successor Landlord personally appeared before

me, a Notary Public and acknowledged

the execution of this Amendment

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

My Commission Expires: \_\_\_\_\_\_\_

County of Residence: \_\_\_\_\_\_\_\_\_\_\_

**SIGNATURE PAGE**

**Amendment #\_ to State of Indiana Office Lease**

**EDS # or Contract #** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For Tenant**:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Department of Administration**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for) By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for)

Name & Title Rebecca Holwerda, Commissioner

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**State Budget Agency Approved as to form and legality**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for) By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for)

Zachary Q. Jackson, Director Theodore E. Rokita, Attorney General

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Prepared by:

I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, as required by law.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Revised 8/2022