

SECOND AMENDMENT TO LEASE AGREEMENT

This is Second Amendment to the Lease Agreement originally made and entered into on January 1, 2019 (as amended by the Amendment to Lease Agreement dated July 1, 2023, the "Lease"), by and between Catalyst Two, LLC, an Indiana limited liability company ("Original Landlord"), and the City of South Bend, Indiana, by and through its Board of Public Works, for the benefit of its Department of Innovation and Technology, an Indiana municipal corporation ("Tenant").

The parties acknowledge that subsequent to the execution of the Lease, the Original Landlord's interest in the Lease has been transferred and is now held by Seba Chelo Catalyst SB LLC, an Indiana limited liability company ("Landlord").

Upon execution by Landlord and Tenant, this Second Amendment shall become effective as of July 1, 2026.

NOW, THEREFORE, in consideration of the responsibilities and mutual covenants in the Lease and in this Second Amendment, it is mutually covenanted and agreed by and between Landlord and Tenant the Lease is amended by adding and/or modifying the following terms:

A. **Term Extension.** The Term of the Lease is hereby extended through June 30, 2028.

B. **Annual Base Rent Schedule.**

Year	Base Rent PSF	Year Rent	Monthly Rent
1	\$17.75	\$285,000.00	\$23,750.00
2	\$18.37	\$295,000.00	\$24,583.33

C. **Termination Option.** Tenant shall be permitted to Terminate Lease, free of any penalty, financial or otherwise, after eighteen-months (18) by providing a minimum of three-months (3) advance written notice to Landlord with their intentions.

If the Tenant chooses to exercise the Termination Option under Section C of this Second Amendment, then the Landlord may begin showing the Leased Premises to interested parties if the Landlord provides the Tenant with a minimum of 48 hours written notice.

The terms of this Second Amendment shall be read as part of the Lease. Except as specifically amended herein, the Lease remains in full force and effect as originally stated. In the event of any inconsistency in any terms or provision of the Lease and this Second Amendment, the terms and provisions of this Second Amendment shall control and govern. Any capitalized terms not defined herein shall have the meaning set forth in the Lease.

LANDLORD:

Seba Chelo Catalyst SB LLC, an Indiana limited liability company

By: _____

Its: _____

TENANT:

City of South Bend, Indiana by and through its Board of Public Works for the Benefit of its Department of Innovation & Technology

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS


Elizabeth A. Maradik, President


Murray L. Miller, Member


Abigail E. Magas, Member


Joseph R. Molnar, Vice President


Breana N. Micou, Member


Attest: Candy Bermudez, Acting Clerk

Date: March 24, 2026

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date	3/13/2026		
Name	Erin Michaels	Department	DCI
BPW Date	3/24/2026	Phone Extension	5931

Review and Approval Required Prior to Submittal to Board

Diversity Compliance and Inclusion Officer	<input type="checkbox"/>	Officer Name	_____
BPW Attorney	<input checked="" type="checkbox"/>	Attorney Name	Michael Schmidt
Dept. Attorney	<input type="checkbox"/>	Attorney Name	
Purchasing	<input type="checkbox"/>		_____

Check the Appropriate Item Type – Required for All Submissions

<input type="checkbox"/> Professional Services Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal
<input type="checkbox"/> Open Market Contract	<input checked="" type="checkbox"/> Amendment/Addendum	<input type="checkbox"/> Special Purchase, QPA
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise <input type="checkbox"/> Title Sheet
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award	<input type="checkbox"/> Reject Bids/Quotes
<input type="checkbox"/> Proposal Opening	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA
<input type="checkbox"/> Chg. Order, No. _____	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Resolution
<input type="checkbox"/> Other: Temporary License Agreement		<input type="checkbox"/> Ease./Encroach

Required Information

Company or Vendor Name	Seba Chelo Catalyst SB LLC		
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing		
	<input type="checkbox"/> No		
MBE/WBE Contractor	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	Completed E-Verify Form Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name	Second Amendment to Lease Agreement for the Technology Resource Center		
Project Number	_____		
Funding Source	_____		
Account No.	_____		
Amount	_____		
Terms of Contract	_____		
Purpose/Description	This Second Amendment to the Lease Agreement extends the City's lease of the TRC for two more years while the new I&T space is being built out at the Leighton Building		

For Change Orders Only

Amount of	<input type="checkbox"/> Increase	\$	_____
	<input type="checkbox"/> Decrease	(\$ _____)	_____
Previous Amount	\$ _____		
	Increase	_____ %	
Current Percent of Change:	Decrease	(_____) %	
New Amount	\$ _____		
	Increase	_____ %	
Total Percent of Change:	Decrease	(_____) %	
Time Extension Amount:	_____		