

MODEL AMENDMENT

Use Amendment to Change Lease Terms

The following example of a lease amendment that can be used in renegotiations with a struggling tenant is provided by William B. Sing, Esq. of Fulbright & Jaworski, LLP. Sing specializes in negotiating leases and workouts. You

may use it to amend your lease with not only financially troubled tenants but also tenants that want to renegotiate terms in their lease. Show this amendment to your attorney before using it.

[FIRST] AMENDMENT TO LEASE AGREEMENT

THIS [FIRST] AMENDMENT TO LEASE AGREEMENT ("Amendment") is entered into by and between LANDLORD, LLC ("Landlord"), a Delaware limited liability company, as landlord, and TENANT, INC. ("Tenant"), a Delaware corporation, as tenant. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Lease (herein defined).

RECITALS

1. Landlord and Tenant entered into that certain Lease Agreement dated as of [insert date] ("Lease"), pertaining to the premises described in Exhibit A attached hereto ("Property"), and commonly known as [insert address]; and
2. Tenant has requested, and Landlord has agreed, to make certain revisions to the terms and conditions of the Lease; and
3. Landlord and Tenant desire to amend the Lease to evidence the revisions to the terms and conditions to which they have agreed.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

AGREEMENTS

1. **Amendment to Lease.** As of the Effective Date, Landlord and Tenant amend the Lease in the following respects:
 - a. Section [insert #] of the Lease is hereby amended in its entirety to read as follows:
[insert amendment]
 - b. Section [insert #] of the Lease is hereby amended in its entirety to read as follows:
[insert amendment]
 - c. Section [insert #] of the Lease is hereby amended in its entirety to read as follows:
[insert amendment]
2. **Incorporation by Reference.** The Lease, as amended by this Amendment, is in full force and effect and is binding upon and enforceable by Landlord and Tenant in accordance with its terms. Landlord and Tenant agree that, as of the Effective Date, neither party has actual knowledge of any Event of Default under the Lease nor any event which with the giving of notice or the passage of time, or both, will constitute an Event of Default under the Lease. In the event of any conflict between the terms and conditions of this Amendment and those of the Lease, the terms and conditions of this Amendment shall control.
3. **Lease Guaranty.** The Lease Guarantor joins in the execution of this Amendment to ratify and confirm that the Lease Guaranty remains in full force and effect to secure all obligations of Tenant under the Lease, as amended by this Amendment.
4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant executed this Amendment to be effective as of the Effective Date.