

PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT NO. 2
LEASE AMENDMENT	TO LEASE NO. GS-05B-18310
ADDRESS OF PREMISES 2300 WILLOW ST. VINCENNES, INDIANA 47591-6127	PDN Number:

THIS AMENDMENT is made and entered into between  
RG Properties and Development, LLC

whose address is: 1610 S. Old Decker Road Vincennes, Indiana 47591-6127  
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. To commence rent and reconcile tenant improvements, rent, and commission

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 August 27, 2013 as follows:

1. Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall now hereby be construed to mean "Lease Amendment".
2. Pursuant to LA #1, the approved Tenant Improvement Budget increased the Tenant Improvement Allowance amortized in the rent to \$643,501.20. Rent Paragraph 3 and Commission Paragraph 23 are adjusted, accordingly.
3. Paragraph 2 of the Lease is hereby deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years, five (5) years firm, beginning on August 27, 2013, through August 26, 2023, subject to termination and renewal rights as may be hereinafter set forth."

This Lease Amendment contains 2 pages.

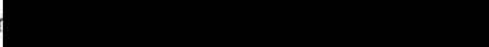
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names

Name: Robert W. George Jr.  
Title: Mgr Member  
Entity Name: RG Properties + Dev LLC  
Date: Sept 12, 2013

GSA, Public Buildings Service,  
Date: 9/12/2013

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: Christina H. Franklin  
Title: Agent  
Date: Sept. 12 2013

4. Paragraph 3 of the Lease is hereby deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent of \$510,699.71, in the arrears for years 1-5. The Government shall pay the Lessor annual rent of \$361,355.38, in arrears for Years 6-10

Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period of time shall be prorated. Rent checks shall be made payable to:

RG Properties and Development, LLC  
1610 S. Old Decker Road  
Vincennes, Indiana 47591-6127."

5. Paragraph 4 of the Lease is hereby deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease on **August 26, 2018** or at any time after **August 26, 2018** by giving at least ninety (90) days' notice to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the date after that date mailing."

6. Paragraph 23 of the Lease is hereby deleted in its entirety and replaced with the following:

"23. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the initial firm term of this lease, The total amount of the commission is [REDACTED] (see calculation on the following page). In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction n shell rent shall commence with the first month of the rental payments and continue as indicated I this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$42,558.31 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$42,558.31 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent."

7. The following Lease Paragraph 28 is added to this lease:

"28. Attached to this lease (Exhibit A) are the [REDACTED] rates for Knox County in Indiana consisting of six pages (previously provided). As required by Paragraph 1.13, LABOR STANDARDS of the Solicitation for Offers GS-05B-18310, which is made part of this Lease, The Lessor is required to pay current prevailing wage rates established of the construction area, ad determined by the [REDACTED]. It is the Lessor's responsibility to determine what the current wage rates are at the time of construction in the area of construction from the Department of Labor and to use those rates to comply with Paragraphs 1.13 of the solicitation for Offers GS -5B-18310."

8. The following Lease Paragraph 29 is added to this lease:

"29. Lease LIN18151 is hereby terminated effective midnight **August 26, 2013**."

INITIALS: AWG & [Signature]  
LESSOR GOVT