

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 1	DATE 4-1-2013
	LEASE NO. GS-05B-18310	
ADDRESS OF PREMISES: 2300 Willow Street Vincennes, IN 47591-6127		
<p>THIS AGREEMENT, made and entered into this date by and between</p> <p style="padding-left: 40px;">RG Properties and Development, LLC whose address is: 1610 S. Old Decker Road Vincennes, IN 47591-6127</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>"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 be now hereby construed to mean "Lease Amendment"</p> <p>NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective <u>March 13, 2013</u>, as follows:</p> <p>LEASE AMENDMENT (LA) Number 1 is issued to memorialize an increase in the tenant improvement allowance provided by the Lessor.</p> <p>Lease SF2 Paragraph 15 is deleted in its entirety and replaced with the following Lease SF2 Paragraph 15.</p> <p style="padding-left: 40px;">"15. The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part o the total rental payment. In accordance with Paragraph 3.2 of the lease, the Lessor agrees to provide up to \$643,501.20 toward the the cost of the Tenant improvements. The tenant build out cost of \$643,501.20 (base upon \$42.940157 per ABOA Office Area square foot) is amortized for a period of sixty (60) months at 6.0%. Therefore, the amortized tenant build out cost are \$149,288.18 per annum or</p> <p style="padding-left: 40px;">\$8.766702 per rentable square foot.</p>		
<p>Pursuant to Paragraph 3.3 of the lease, in the event the Tenant Improvement cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using a 6.0% amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term which the Government is paying rent (60 months). In the event the Tenant Improvement cost is greater that the amount provided above, the Government can (1) reduce the Tenant Improvement requirements, (2) pay lump sum for the overage upon completion and acceptance of the improvements, or (3) have the Lessor amortize the additional cost at 6.0% through the firm lease term. The Government and Lessor must agree on any additional Tenant Improvement cost through a Supplemental lease Agreement"</p>		
<p style="text-align: right;">_____ Lease Contracting Officer (Official Title)</p>		