

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 3

TO LEASE NO. GS-07B-16816

ADDRESS OF PREMISES 100 East Peach Street, 2<sup>nd</sup> Floor  
El Dorado, AR 71730

THIS AGREEMENT, made and entered into this date by and between FIRST STATES INVESTORS HFS, L.P.

whose address is 610 York Rd., Suite 300  
Jenkintown, PA 19046-2865

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 24, 2012, as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 1,666 rentable square feet, yielding 1,269 ANSI/BOMA Office Area square feet of fully serviced office and related space located at 100 East Peach Street, 2<sup>nd</sup> Floor, El Dorado, AR 71730. The common area factor is agreed to as 1.31.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 24, 2012 and continuing for a term of 10 years, expiring August 23, 2022, unless earlier terminated by the Government in accordance with the terms of this Lease.

3. For years 1 - 5, the Government shall pay the Lessor annual rent of \$35,685.72 at the rate of \$2,973.81 per month in arrears, which includes annual operating costs of \$5,897.64.

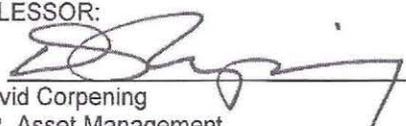
For years 6 - 10, the Government shall pay the Lessor annual rent of \$27,905.50 at the rate of \$2,325.46 per month in arrears, which includes annual operating costs of \$5,897.64.

*Continued on next page.*

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

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

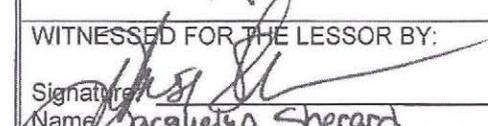
FOR THE LESSOR:

Signature:   
Name: David Corpening  
Title: VP, Asset Management  
Entity Name: First States Investors HFS GP, LLC,  
General Partner of First States Investors HFS, L.P.  
Date: 10/10/2012

FOR THE GOVERNMENT:

Signature:   
Name: Thomas Abraham  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 10/10/12

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: Jacquelyn Sherard  
Title: Real Estate Associate  
Date: 10/10/12

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4. Tenant Improvements in the total amount of \$157,327.77 include the tenant improvement buildout cost of \$145,911.16 plus two (2) approved change orders totaling \$11,416.61. Tenant buildout costs of \$32,876.02 shall be amortized for a period of 60 months at 7.0%, and are included in the annual rent specified in Paragraph 3 above. The remaining balance of the Tenant Improvements, equaling \$124,451.75, shall be reimbursed by the Government to the Lessor via lump sum payment upon completion, inspection, and acceptance of the space by the Contracting Officer and proper submittal of an invoice by the Lessor at the address below.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Lessors who are unable to process the invoices electronically may mail the invoices to the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
Attn: Thomas Abraham  
1919 Smith Street, Suite 1600  
Houston, TX 77002

A proper invoice must include the following:

- Invoice Date
- Unique Invoice Number
- Name of the Lessor as shown on the Lease
- Lease contract number, building address and a description, price and quantity of the items delivered
- GSA PDN# PS0022469

5. The Lease is subject to annual operating cost adjustments as provided by GSAR 552.270-23 (6/85). The base rate for adjustments is established at \$5,897.64 per year.
6. In accordance with Paragraph 1.7 of Attachment 2 to GSA Form 3626, Jones Lang LaSalle Americas, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of the lease ("Commission"). The total amount of the commission is [REDACTED]. This commission is earned upon lease execution and payable (i) one-half (1/2) when the lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission credit described in Paragraph 1.7, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Broker when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing, which shall be reduced to fully recapture this Commission Credit. The reduction in rent shall commence with the first full month of the rental payments and continue until fully recaptured, as follows:

Month 1: First full monthly rent payment of \$2,973.81 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Month 2: Second full monthly rent payment of \$2,973.81 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Lessor  Gov't 

Lease Amendment Form 07/12

Month 3: Third full monthly rent payment of \$2,973.81 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Lessor



Gov't

