

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 1	DATE 1-30-12
TO LEASE NO. GSB-07B-16906		

ADDRESS OF PREMISES: 206 Rockingchair Road, Paragould, Arkansas 72450-2401

THIS AGREEMENT, made and entered into this date by and between **GREENE COUNTY CONSERVATION DISTRICT**

whose address is 201 West Court Street, Room 203
 Paragould, Arkansas 72450-4309

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

WHEREAS, the parties hereto agree to supplement the above Lease.

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

- 1.) To increase the amount of area leased by the Government; and
- 2.) To change the rental payment schedule; and
- 3.) To change the Renewal Option; and
- 4.) To increase the percentage of occupancy; and
- 5.) To change the Common Area Factor; and
- 6.) To address the Unauthorized Tenant Improvement stipulation; and
- 7.) To change the Tenant Improvement Allowance and provide for payment; and
- 8.) To establish free space donated by the Lessor; and
- 9.) Update commission amounts and commission credit; and
- 10.) All other terms and conditions shall remain in full force and effect.

See Attached

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

BY: GREENE COUNTY CONSERVATION DISTRICT

Joey Massey
Signature

Joey Massey
Printed Name

Vice Chairman
Title

Witnessed in the presence of:

Jennifer Graves
Signature

Jennifer Graves
Printed Name

201 W. Court St. Rm 203
(Address)

Paragould, AR 72450
City, State, Zip

UNITED STATES OF AMERICA

Garrett Gordon
Contracting Officer
(Official Title)

Supplemental Lease Agreement #1
LAR16906
206 Rockingchair Road
Paragould, Arkansas 72450-2401

1.) Expansion Area:

The Lessor and Government have agreed to increase the amount of leased area by 313 Rentable Square Feet (RSF) yielding 300 ANSI/BOMA Office Area (ABOA) herein defined as the "Expansion Area." The total square footages of the leased premise shall change from 4,169 RSF and 3,988 ABOA to 4,482 RSF and 4,288 ABOA. An additional 418 RSF yielding 400 ABOA indicated as "Free Space" on the attached Exhibit "A" will be provided for use by the Government throughout the term of the lease at no additional cost to the Government. The total premises occupied is therefore 4,900 RSF yielding 4,688 ABOA. The specific leased area the Government will acquire from the Lessor is depicted and outlined on the attached Floor plan labeled Exhibit "A."

2.) Rental Payment Schedule:

The new Rental amounts shall be as follows:

For years 1 through 5, from the Acceptance Date of the Tenant Improvements by the Government, the total annual rent shall be \$114,022.67 paid monthly in arrears. The total annual rent consists of Shell Rent of \$57,342.73, annual Operating Costs of \$21,513.60 plus annual CPI adjustments as stated in the Solicitation for Offer, and annual Tenant Improvement cost of \$35,166.34. The anticipated date of occupancy is June 8, 2012.

For years 6 through 10, the total annual rent shall be \$80,215.76. The total annual rent consists of Shell Rent of \$58,702.16 and annual Operating Costs of \$21,513.60 plus annual CPI adjustments as stated in the Solicitation for Offer. There are no annual Tenant Improvement costs.

3.) Renewal Option:

In addition to the Initial ten (10) year term, which the Government may terminate upon the fifth anniversary of the lease, as described above, Lessor grants the Government Renewal Options as stated below:

Renewal Options: This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

Provided notice is given in writing to the Lessor at least 120 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing. For years 11 through 15, the Government shall pay annual rent of \$86,726.70 which includes shell, and \$21,513.60 per year for operating costs, plus operating cost adjustments per the lease. Rent will be paid monthly in arrears.

4.) Percentage of Occupancy:

The percentage of occupancy for Real Estate Tax purposes shall changed from 55.5867% to 59.76 % [4,482 RSF / 7,500 RSF X 100].

5.) Common Area Factor:

The Common Area Factor shall change from 1.05 to 1.045243 [RSF/ABOA]

Gov't



Lessor



Supplemental Lease Agreement #1
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6.) Unauthorized Tenant Improvements:

All questions pertaining to this Lease shall be referred, in writing, to the Contracting Officer of the General Services Administration (GSA) or his/her designee. The Government's occupant of the leased premise is not authorized to administer this lease or make commitments to the Lessor that are not followed-up with a written agreement to the Lease. GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized, in writing, by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to; repairs, changes in scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. If Lessor delivers space with Tenant Improvements not authorized, in writing, by the GSA Contracting Officer, then the Lessor shall not be entitled to compensation or payment if the Tenant Improvements remain in place after the Government's acceptance of the space.

7.) Tenant Improvements:

In accordance with SFO paragraph 3.2, the **Tenant Improvement Allowance** provided in the lease is \$151,583.21, which is amortized at an interest rate of 6.00% over 5 years.

8.) Donated Free Space:

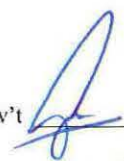
The total square footage of 4,288 ABOA referred to in paragraph 1, Supplemental Lease Agreement number 1, is the total amount of space under lease by the Government. The additional 400 USF of space indicated as "Free Space" on the attached Exhibit A will be provided for use by the Government throughout the term of the lease at no additional cost to the Government. The Government will not incur any charges for rent, operating expenses, or taxes that are attributable to the Free Space.

9.) Broker Commission Credit:

In accordance with the SOLICITATION FOR OFFERS 9AR2087, Paragraph 2.3 the Lessor and the Broker have agreed to a SFO cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. 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, to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the 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 in shell rent shall commence with the first full month of the rental payments and continue for two months until fully recaptured.

10.) All other terms and conditions shall remain in full force and effect.

Gov't 
Lessor 