



## AMENDMENT NUMBER 2

To Lease No. GS-07B-16984

Little Rock, AR

*Paragraph 7.02, SEISMIC CERTIFICATION, is hereby deleted and replaced with the following:*

"Lessor shall furnish a certificate of seismic compliance in accordance with RLP section 2.07 SEISMIC SAFETY (GSA REGIONS OTHER THAN 8, 9, AND 10)—SUCCEEDING (APR 2011) within 30 days of lease award. Award is contingent on lessor satisfactorily meeting the requirement for Seismic Safety. The Lessor and the Government agree that the requirements specifically identified in RLP section 2.07 SEISMIC SAFETY (GSA REGIONS OTHER THAN 8, 9, AND 10)—SUCCEEDING (APR 2011) of this lease have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 30 days of the Government's acceptance of the space for occupancy. Within 7 days of the completion date for the Lessor to cure the deficiencies in RLP section 2.07 of this lease, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

If the seismic safety requirements are not met within 30 days of award, then Government may choose to terminate the lease. Either party may terminate the lease within 10 days of the seismic survey in the event that improvements are required as a result of the seismic survey."

*Paragraph 1.04, BROKER COMMISSION AND COMMISSION CREDIT (APR 2011), is hereby deleted and replaced with the following:*

"Jones Lang LaSalle Americas, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Jones Lang LaSalle Americas, Inc. with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest period practicable.

Notwithstanding the "Rent and Other Considerations" paragraph of this Lease, 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 month after completion of the seismic survey** and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$29,465.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.

Month 2 Rental Payment \$29,465.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent."

*Continued on next page*

Cdw  
Lessor  
Initials

9/28/11  
Date

D/  
Government  
Initials

10/4/11  
Date

**AMENDMENT NUMBER 2  
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*Subsection B of Paragraph 4.01, SCHEDULE FOR COMPLETION OF SPACE—SUCCEEDING (APR 2011), is hereby deleted and replaced with the following:*

**"B. Construction and completion of other required construction work: The Lessor shall complete all work as required in this Lease not later than 60 days following completion of the seismic survey."**

Clw  
Lessor  
Initials

9/28/11  
Date

DL  
Government  
Initials

10-4-11  
Date