



**Amendment Number 3**  
**To Lease No. GS-07B-16984**

**STANDSTILL AGREEMENT**

THIS STANDSTILL AGREEMENT (hereinafter "Agreement") is made by and between TWO FINANCIAL OPERATING ASSOCIATES (hereinafter "Lessor"), whose address is 10825 Financial Centre Parkway, Little Rock, AR 72211-3553 and the United States of America (hereinafter "Government"), acting by and through the Administrator of General Services' authorized representatives (hereinafter "GSA") whose address is 819 Taylor Street, Room 5A18, Fort Worth, Tx 76102.

**RECITALS**

1. The Lessor owns certain improved real property located at 10825 Financial Centre Parkway, Little Rock, AR 72211, (hereinafter "Premises"). The Government currently occupies approximately 16,979 rentable square feet of office and related space on the second floor(s) of the Premises pursuant to Lease No. GS-07B-16984 (hereinafter "Lease"), as amended. The Lease expires on September 29, 2021. The Government has not obtained alternative space for its tenants presently occupying the Premises and the Lessor and the Government (hereinafter collectively the "Parties" and each individually a "Party") have not consummated a lease extension agreement to date.
2. By this Agreement the Parties seek to preserve the *status quo* suspending the implementation of Amendment Number 2 pending the completion of an Amendment to the lease describing a mutually acceptable solution to the seismic safety provision in the Lease, and by the terms of which the Government could continue to lease the Premises from the Lessor.
3. The Parties believe this Agreement will facilitate settlement negotiations. As evidenced by their signatures to this Agreement, the Parties agree that no right, action, or claim either Party may otherwise have against the other Party will be prejudiced or waived by this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein, the adequacy of which is hereby acknowledged by the undersigned, the Parties agree as follows:

Lessor: CLW Date: 10/19/11 Government: DJ Date: 10/19/11

**During the term of this Agreement:**

1. The Parties agree to negotiate, actively and in good faith, to resolve the Seismic Certification provision found in Paragraph 7.02 and Amendment No. 2 of the Lease.
2. The Government will not condemn the Premises by the power of eminent domain, and will not file a Declaration of Taking with respect to the Premises.
3. The Lessor will not initiate termination or breach of lease action in any United States Court or tribunal with respect to the Premises.
4. The Lessor will not:
  - A. Undertake to evict the Government from the Premises;
  - B. Interfere with the use or occupancy of the Premises by the Government;
  - C. Interrupt the operations, building services, or utilities of the Government from what they were while the lease was in effect;
  - D. Market the space to potential tenants if the Government is planning and in fact remains in the premises; or
  - E. Threaten to do any of the acts referenced in A, B, C, or D above.

**At all times after this Agreement becomes effective:**

5. The Government will receive full credit for money paid to Lessor during the term of this Agreement in accordance with Lease No. GS-07B-16984.
6. Neither Party will seek or accept severance damages or attorney's fees from the other Party for the period this Agreement is in effect.
7. Termination of Agreement: The Parties agree that all terms and conditions of the Lease will remain in full force and effect during the term of this Agreement. This Agreement will terminate on the earlier of November 30, 2011, or on the date an Amendment is signed by the Parties. This termination provision may be amended to extend the termination date of this Agreement by the mutual written consent of the Parties.
8. Successors in Interest: All of the terms, covenants, and provisions herein contained will bind and inure to the benefit of the Parties, their heirs, executors, administrators, personal

Lessor: CHW Date: 10/19/11Government: DJ Date: 10/19/11



representatives, successors, trustees, receivers, and assigns as applicable, except as otherwise provided herein.

9. Merger Clause: All prior understandings and agreements with respect to the subject matter of this Agreement, written or oral, are merged into this Agreement. This Agreement represents the final agreement between the Parties with respect to such subject matter, and may not be superseded, except by a separate written agreement signed and agreed to by the Parties.
10. Amendments: Neither this Agreement, nor any terms hereof, may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the Party against whom the enforcement of a change, waiver, discharge, or termination is sought.
11. Construction: Any provision contained in this Agreement that is prohibited or unenforceable will be ineffective to the extent of such prohibition or enforceability without invalidating the remaining provisions hereof. A waiver by a Party of any right, covenant, condition, or remedy in any instance hereunder will not operate as a waiver of such right, covenant, condition, or remedy in any other instance, and waiver by a Party of any breach of the terms hereof will not be a waiver of any additional or subsequent breach. This Agreement will be governed by, and construed in accordance with, the laws of the United States of America.
12. Counterparts: This Agreement may be executed in photocopied counterparts that, when taken together, will constitute a single agreement.
13. Effective Date: This Agreement is effective and enforceable only after having been first signed by the Lessor, and second, accepted and signed by the Government.

Lessor: Two Financial Operating Associates

By: Chris Walling  
Executive Vice Pres. 10/19/11

United States of America:

Dusty Griffith  
Dusty Griffith

10/19/11  
Date

Contracting Officer  
Public Buildings Service  
819 Taylor Street  
Fort Worth, TX 76102

Lessor: Ch Date: 10/19/11 Government: Dy Date: 10/19/11