
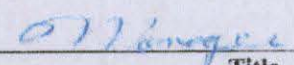
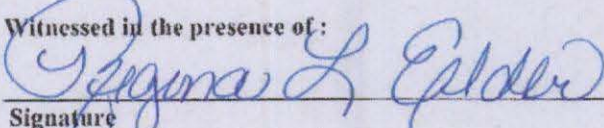
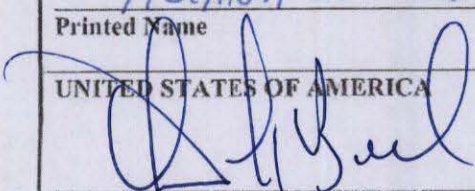


<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT <b>NO 1</b>	DATE <b>1.26.12</b>
ADDRESS OF PREMISES: 2228 Cottdale Lane Little Rock, AR 72202-2038		
THIS AGREEMENT, made and entered into this date by and between <b>2228 COTTONDALE LANE, LLC</b>  whose address is <b>2228 Cottdale Lane, Suite 200</b> <b>Little Rock, AR 72202-2038</b>  hereinafter called the Lessor, and the <b>UNITED STATES OF AMERICA</b> , hereinafter called the Government:  <b>WHEREAS</b> , the parties hereto agree to supplement the above Lease.  <b>NOW THEREFORE</b> , 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 increase the percentage of occupancy; and 4.) To address the Unauthorized Tenant Improvement stipulation; and 5.) To change the Tenant Improvement Allowance; and 6.) To modify the Commission Credit; and 7.) All other terms and conditions shall remain in full force and effect.  <div style="text-align: center;">See Attached</div>		
<b>IN WITNESS WHEREOF</b> , the parties subscribe their names as of the above date.		
<b>BY: 2228 COTTONDALE LANE, LLC</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <u></u>            Signature         </div> <div style="width: 45%;"> <u></u>            Title         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <u>J. Richard Newland</u>            Printed Name         </div> <div style="width: 45%;"></div> </div>		
<b>Witnessed in the presence of:</b> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <u></u>            Signature         </div> <div style="width: 45%;"> <u>[Redacted]</u>            (Address)         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <u>REGINA L ELDER</u>            Printed Name         </div> <div style="width: 45%;"> <u>[Redacted]</u>            City, State, Zip         </div> </div>		
<b>UNITED STATES OF AMERICA</b>  <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <u></u>            Thomas Bell         </div> <div style="width: 45%;"> <u>Contracting Officer</u>            (Official Title)         </div> </div>		



Supplemental Lease Agreement #1  
2228 Cottdale Lane  
Little Rock, AR 72202-2038

**1.) Expansion Area**

The Lessor and Government have agreed to increase the amount of leased area by 641 Rentable Square Feet (RSF) yielding 585 ANSI/BOMA Office Area (ABOA) herein defined as the "Expansion Area." The total square footages of the leased premise shall change from 7,078 RSF and 6,463 ABOA to 7,719 RSF and 7,048 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 the total annual rental shall be \$231,416.10 [7,719 RSF X \$29.980062/RSF] at the rate of \$19,284.89 paid monthly in arrears. The total annual rent consists of Shell Rent of \$130,239.43 [7,719 RSF X \$16.872578/RSF], annual Operating Costs of \$42,068.55 [7,719 X \$5.45/RSF] plus annual CPI adjustments as stated in the Solicitation for Offer, and annual Tenant Improvement Amortized cost \$59,108.12 [7,719 X \$7.657484/RSF]. The Building Specific Amortized Capital has been changed from \$67,500, as stated in the SF2, to \$0.00, because the Government has elected not to place blast film on the exterior windows due to the occupancy of leased space on the third floor.

For years 6 through 10 the total annual rental shall be \$185,178.81 [7,719 RSF X \$23.99 /RSF] at the rate of \$15,431.57 paid monthly in arrears. The total annual rent consists of Shell Rent of \$143,110.26 [7,719 RSF X \$18.54/RSF], annual Operating Costs of \$42,068.55 [7,719 X \$5.45/RSF] plus annual CPI adjustments as stated in the Solicitation for Offer. There are no Tenant Improvement or Building Specific Amortized Capital costs.

**3.) Percentage of Occupancy**

The percentage of occupancy for Real Estate Tax purposes shall changed from 30.7% [7,078 / 23,045 X 100] to 33.5 % [7,719 / 23,045 X 100].

**4.) 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.

**5.) Tenant Improvement Allowance:**

In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, the Tenant Improvement Allowance for the Expansion Area is \$21,664.84 (585 ANSI/BOMA Office Area x \$37.033920)

The total Tenant Improvement cost shall change from \$239,350.22 (6,463 ANSI/ BOMA Office Area x \$37.033920 , as stated in the SF2, to \$261,015.07 (7,048 ANSI/ BOMA Office Area x \$37.033920). The Building Specific Amortized Capital has been changed from \$67,500, as stated in the SF2, to \$0.00.

The Lessor shall amortize the total cost of the Tenant Improvement Allowance of \$261,015.07, if used, through the rent for first five (5) years at the rate of five (5.00%) percent. The total annual cost of Tenant Improvements for the amortization period shall be \$59,108.12. Annual Tenant Improvement amortization payments will begin upon completion and acceptance of all tenant improvements to the leased premises.

Gov't  
Lessor



The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted and according to the Construction Drawings developed. The Lessor remains responsible for the accuracy of the Construction Drawings as stated in the Solicitation for Offer under "Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings. This Supplemental Lease Agreement does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings.

**6.) Commission Credit:**

The Lessor and Broker have agreed to a cooperating lease commission of four [REDACTED]. The total amount of the commission shall change from [REDACTED] to [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 as agreed to forgo [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit).

The Commission Credit to the Government shall change from [REDACTED] to [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 2.4 in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 2 of this Supplemental Lease Agreement #1 the shell rent payments due and owing under this lease shall be reduced to fully recapture this Commission Credit to the Government. The reduction in Shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

First Month's Rental Payment shall change from \$18,957.24 to [REDACTED] minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted First Month Rent.

Second Month's Rental Payment shall change from \$18,957.24 to [REDACTED] minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Second Month's Rent.

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

Gov't

Lessor