GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
NO 1

2.15.12

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-07B-16966

ADDRESS OF PREMISES: 3419 N. Plainview

Fayetteville, AR 72703-4065

THIS AGREEMENT, made and entered into this date by and between MATHIAS SHOPPING CENTERS, INC.

whose address is 5571 Bleaux Ave., Suite A Springdale, AR 72762-0757

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 effective February 1, 2012 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.) All other terms and conditions shall remain in full force and effect.

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

See Attached

ING CENTERS, INC.	PRESIDENT
Signature	Title
ARTHUR THURMAN	
Printed Name	
W	
Signature	
D 1	
Bill Helmer	
Printed Name	
	Contracting Officer
Thomas Bell	(Official Title)



LAR16966 Supplemental Lease Agreement #1 3418 N. Plainview, Fayetteville, AR 72762-0757

1.) Expansion Area

The Lessor and Government have agreed to increase the amount of leased area by 2,251 Rentable Square Feet (RSF)) yielding 3,366 ABOA herein defined as the "Expansion Area." The total square footages of the leased premise shall change from 8,919 RSF and 7,755 ABOA to 11,170 RSF and 11,121 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:

The Government shall pay the Lessor annual rent of \$344,862.52 (\$30.873995/RSF - \$31.010028/USF) at the rate of \$28,738.54 per month in arrears for years 1through 3, which consists of annual Shell rent of \$178,113.16 (\$15.945672/RSF - \$16.015930/USF). at the rate of \$14,842.76 per month; annual Operating Costs of \$70,817.72 (\$6.339993/RSF - \$6.367927/USF) at a rate of \$5,901.48 per month; annual amortized Tenant Improvements of \$91,204.48 (\$8.165128/RSF - \$8.201104/USF) at a rate of \$7,600.37 per month and annual amortized Building Specific Security of \$4,727.16 (\$.423202/RSF - \$.486723/USF) at a rate of \$393.93 per month.

For years 4-5, the Government shall pay the Lessor total annual rent of \$357,147.71 (\$31.973833/RSF - \$32.114712/USF) at the rate of \$29,762.31 per month paid in arrears. The total annual rent consists of annual Shell rent of \$190,398.35 (\$17.045510/RSF - \$17.120614/USF) at the rate of \$15,886.53 per month; annual Operating Costs of \$70,817.72 (\$6.339993/RSF - \$6.367927/USF) at a rate of \$5,901.48 per month; annual amortized Tenant Improvements \$91,204.48 (\$8.165128/RSF - \$8.201104/USF) at a rate of \$7,600.37 per month and annual amortized Building Specific Security of \$4,727.16 (\$.423202/RSF - \$.486723/USF) at a rate of \$393.93 per month.

For years 6-10, the Government shall pay the Lessor total annual rent of \$280,367.00 (\$25.10/RSF - \$25.210593/USF) at the rate of \$23,363.92 per month paid in arrears. The total annual rent consists of annual Shell rent of \$209,549.28 (\$18.760007/RSF - \$18.842665/USF) at the rate of \$17,462.44 per month plus annual Operating Costs of \$70,817.72 (\$6.339993/RSF - \$6.367927/USF) at a rate of \$5,901.48 per month.

3.) Percentage of Occupancy

The percentage of occupancy for Real Estate Tax purposes shall changed from 76.17% (8,919 rentable sf of the leased premise/ 11,170 rentable sf of the building X 100 = 76.17%) to 100.00% (11,170 rentable sf of the leased premise/ 11,170 rentable sf of the building X 100 = 100.00%).

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 \$118,989.98 (3,366 ANSI/BOMA Office Area x \$35.350559)

The total Tenant Improvement cost shall change from \$274,143.58 (7,755ANSI/BOMA Office Area x \$35.350559), as stated in the SF2, to \$393,133.56 (\$118,989.98 + \$274,143.58).

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The Lessor shall amortize the total cost of the Tenant Improvement Allowance of \$393,133.56, if used, through the rent for the first five (5) years at the rate of six (6.0%) percent. The total annual cost of Tenant Improvements for the amortization period shall be \$91,204.48. Annual Tenant Improvement amortization payments will begin upon completion and acceptance of all tenant improvements to the leased premises.

The total <u>Building Specific Amortized Capital Allowance</u> in accordance with the SFO, shall change from 16,270, as stated in the SF2, to \$20,376.26 which shall be amortized through the rent for 5 years at the rate of 6.00%. The total annual cost of Building Specific Amortized Capital Allowance for the amortization period shall be \$4,727.16. Building Specific Security Allowance amortized payments will begin upon completion and acceptance of all tenant improvements to the leased premise

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: In accordance with Paragraph 2.3 (Broker Commiss	sion and Commission Credit), Studley, Inc. ("Studley") is
the authorized real estate broker representing GSA in connection with this lea	ase transaction. The Lessor and Studley have agreed to a
cooperating lease commission of of the firm term value of this lease ("Commission"). The total amount of the Commission is
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 p	bursuant to the Lease or the commencement date of the
Lease. Due to the Commission Credit described in Paragraph 2.3, only	, which is of the Commission, will be
payable to Studley when the Lease is awarded. The remaining	which is of the Commission ("Commission
Credit"), shall be credited to the Government as follows:	

The shell rental portion of the annual rental payments (\$178,113.16 / 12 months = \$14,842.76 per month) due and owing 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 throughout the third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

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