## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE TO LEASE NO. GS-07B-16966 LEASE AMENDMENT ADDRESS OF PREMISES 3419 N. Plainview Fayetteville, AR 72762-4065 PDN Number: N/A

THIS AMENDMENT is made and entered into 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:

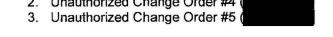
WHEREAS, the parties hereto desire to amend the above Lease issued to revised the Tenant Improvement cost in accordance with Exhibit A (14 pages), attached hereto and made a part hereof.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective August 26, 2013, as follows:

- 1) Address unauthorized change order work; and
- 2) Describe costs for unauthorized change order work; and
- 3) Address Tenant Improvement costs; and
- 4) All other terms and conditions of this lease shall remain in full force and effect.

This Lease Amendment contains 3 pages. All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names a FOR THE LESSOR: MARKAS SHOOMING LESSES Signature: Name: Title: PRESIDENT Lease Contracting Officer Title: GSA, Public Buildings Service, Date: Entity Name: MATHYS Date: WITNESSED FOR THE LESSOR BY: Signature: Name: Egal La lessing Title: (35-2-al (0).56) Date:

- 1.) The Government is agreeing to pay for unauthorized differences from the work that was authorized by the Lease Contracting Officer and the work performed by the Lessor. The changes were initiated by the tenant agency through the Lessor's architect. These changes were not authorized in advance by GSA. In an effort to mitigate the situation, and in the interests of fair dealings, the Government agrees to an increase in Tenant Improvement costs to include these changes, even though this situation was a result of Lessor's error by performing unauthorized change order work.
- 2.) The following changes are made in accordance with the changes clause of the General Clauses of the lease. section 552.270-14(2), Works and Services:
  - 1. Unauthorized Change Order #3
  - 2. Unauthorized Change Order #4



The total cost for the above work is \$134,797.84. All changes performed under this contract shall not exceed \$134,797.84.

The changes described above and in the attached Exhibit A pursuant to this Lease Amendment (LA) shall be maintained by the Lessor during the term of this lease and are to remain the property of the Lessor. Lessor waives restoration of the premises for these changes.

3.) The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The total cost of the Tenant Improvements shall change from \$533,220.74 to \$668,018.58. The total Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

Any changes of the Construction Drawings, which result in a financial change to the lease agreement, of any type. must be approved, in writing, by the GSA Contracting Officer.

A portion of the total Tenant Improvement costs, \$393,133.56, shall be amortized over through the rent for the first five (5) years, monthly, in arrears, 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 remaining balance of the total cost of the Tenant Improvements of \$274,885.02 [\$668,018.58 - \$393,133,56] shall be paid by a lump-sum payment upon the substantial completion and acceptance by the Government of the tenant improvements.

Additionally, the total Building Specific Amortized Capital Allowance in accordance with the SLA No. 1, is \$20,376.26 which shall be amortized through the rent for 5 years, monthly, in arrears, 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 premises.

To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0024131 and shall be sent electronically to the GSA Finance Website at http://www.finance.gsa.gov/defaultexternal.asp. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

INITIALS:

General Services Administration FTS and PBS Payment Division (7BCP) P.O. Box 17181 Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer/Realty Specialist at the following address:

> General Services Administration Attn: Jeffrey Navarro 300 E. 8<sup>th</sup> Street – Room G150 Austin, TX 78701-3220

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, the amortized Tenant Improvement Cost, and the BSAC cost) shall be established by a subsequent SLA.

4.) All other terms and conditions of this lease shall remain in full force and effect.

**INITIALS**: