

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07P-LAR16884
ADDRESS OF PREMISES 1200 Cherry Brook Drive, Little Rock, AR 72211-4113	PDN Number: PS0028297

THIS AMENDMENT is made and entered into between Cherry Partners LLC whose address is: 2100 Riverdale Drive, Suite 100, Little Rock, AR 72202-1777

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to supplement the above Lease.

NOW THEREFORE, these parties for consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution as follows:

- 1.) To Establish the Commencement Date of the lease rental payments; and
- 2.) Accept the tenant improvements as completed and;
- 3.) Establish the square footages of the leased space; and
- 4.) Establish the firm term of the lease; and
- 5.) Provide the annual rental amounts; and
- 6.) Establish the Governments Percentage of Occupancy; and
- 7.) Establish the reduction amount for vacant space; and
- 8.) Establish the Operating Costs Base; and
- 9.) Establish the Common Area Factor; and
- 10.) All other terms and conditions are in full force and effect.

This Lease Amendment contains 6 pages.

All other terms and conditions of the lease shall remain in full force and effect.

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

FOR THE LESSOR:

FOR THE GOVERNMENT:

Name: [Redacted]
Title: Director of Prop. Mgmt.
Entity Name: C.F.C. Hathaway Group
Date: 6-28-14

Signature: [Redacted]
Name: [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 7-17-14

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: [Redacted]
Title: Property Mgr
Date: 6-25-14

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 1, 2014 as follows:

1.) The Commencement Date of the rental shall be May 1, 2014 and shall expire on April 30, 2024, subject to the termination rights set forth in the lease.

2.) The Government accepts the tenant improvements as complete effective May 1, 2014. Upon completion, inspection and acceptance of the space, the Government shall pay for the total Tenant Improvement Cost of **\$8,935.00** by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements necessary to finish the interior of the leased space as depicted on the attached Exhibit "A". The lump-sum payment 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.

Upon acceptance of the TI by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor 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 PS0028297 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:

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 Lease Contracting Officer at the following address:

General Services Administration
Attn: Christina Dolan
819 Taylor Street, Room 11A-133
Fort Worth, Texas 76102-6124

3.) The leased premise square footage shall be 9,315 Rentable Square Feet (RSF) yielding 8,288 ANSI/BOMA Office Area (ABOA).

4.) Paragraph 1.05 Termination Rights is deleted in its entirety and replaced with the following:

The Government may terminate this lease, in whole or in part, effective May 1, 2019 by providing not less than 90 days' prior written notice to the lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth, whichever is later. No rental shall accrue after the effective date of termination. The Government must provide termination notice no later than 120 days after the last day of the Firm Term.

5.) The Government shall pay the Lessor annual rent as follows:

From May 1, 2014 through April 30, 2024, the total annual rental shall be \$192,168.45 at the rate of \$16,014.04 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$127,615.50, and annual Operating Costs of \$64,552.95 plus annual Operating Cost adjustments.

6.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 100.0 percent and the new Base Year for taxes shall be the taxes in the year of 2013.

INITIALS:  & 
LESSOR & GOVT

- 7.) The Government's Adjustment for Vacant Space shall be a reduction of \$1.25 per rentable square foot.
- 8.) The parties agree that for purpose of applying the clause titled "Operating Cost Adjustment" that the lessor's base rate for operating cost is \$6.930 per rentable square foot (\$64,552.95 per annum).
- 9.) The Common Area Factor shall be 1.124 (9,315 RSF/8,288 ABOA).
- 10.) All other terms and conditions of the lease shall remain in full force and effect.

INITIALS: W & J
LESSOR GOVT