

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 2	DATE 8.28.12
	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 upon execution by the Government as follows:


- 1.) Description of the Tenant Improvements to be constructed; and
- 2.) To provide a Notice to proceed; and
- 3.) To provide for the payment of the Tenant Improvements; and
- 4.) All other terms and conditions are in full force and effect.

See Attached

 the parties subscribe their names as of the above date.


 **G CENTERS, INC.**
PRESIDENT
Signature Title

ARTHUR THURMAN
Printed Name

Witnessed in the presence of :

Signature

Sean L. Casey
Printed Name


City, State, Zip


Thomas Bell

General Services Administration
819 Taylor St., Room 5A18
Fort Worth, TX 76102

Contracting Officer
(Official Title)



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1.) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the Tenant Improvements as depicted and according to the Construction Drawings created by Key Architecture Inc., dated February 29, 2012 (19 pages).

The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings.

2.) Upon full execution and delivery of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the construction of the tenant improvements. The anticipated date of the completion of the Tenant Improvements and acceptance by the Government is on or before January 3, 2013.

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 \$393,133.56 to \$462,323.74. 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 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 \$69,190.18 [\$462,323.74 - \$393,133.56] shall be paid by a lump-sum payment upon the substantial completion and acceptance by the Government of the tenant improvements.

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 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

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.

Gov't Initials: AB

Lessor Initials: AT

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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 Contracting Officer/Realty Specialist at the following address:

General Services Administration
Attn: Jeffrey Navarro
300 E. 8th 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, and the amortized Tenant Improvement Cost) shall be established by a subsequent SLA.

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

Gov't Initials: 
Lessor Initials: 