

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 2</b> TO LEASE NO. GS-07B-LAR17281
	PDN Number: N/A
<b>ADDRESS OF PREMISES</b> Sherwood Office 1020 Lantrip Road Sherwood, AR 72120-4160	

**THIS AMENDMENT** is made and entered into between Sherwood GSA, LLC whose physical address is: 8100 Macomb Street, Grosse Ile, MI 48138-1574

whose mailing address is: P.O. Box 417, Grosse Ile, MI 48138-0417 hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to establish Beneficial Occupancy, adjust the full service rent, and establish a termination date.


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, **October 9, 2014**, as follows:

- 1) Establish the Lease Commencement Date;
- 2) Restate the Premises;
- 3) Restate the Parking;
- 4) Restate the Annual Rent;
- 5) Establish Termination Rights;
- 6) Establish the Building Specific Security (Window Film) is substantially complete;
- 7) Restate the Percentage of Occupancy;
- 8) Restate the Operating Costs Base;
- 9) Restate the 24-Hour HVAC Requirement.

This Lease Amendment contains 4 pages.


All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE GOVERNMENT:**

Signature:   
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service  
 Date: 11/10/14

Entity Name: Sherwood GSA LLC  
 Date: 10.14.14

**WITNESSED**

Signature:   
 Name: \_\_\_\_\_  
 Title: DIRECTOR  
 Date: October 14, 2014

1) Page 1 of the Lease is hereby amended with the following:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

September 9, 2014 and continuing thru September 8, 2024, 10 years, with a firm term of five (5) years

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

2) Section 1.01, THE PREMISES, of the Lease is hereby deleted in its entirety and replaced with the following:

The Premises are described as follows:

Space Type:	Rentable Square Feet (RSF)	ANSI BOMA Office Area Square Usable Square Feet (ABOA)
General Purpose (Office)	1,700 RSF	1,518 ABOA
Warehouse	2,800 RSF	2,500 ABOA
Covered Wareyard	6,140 RSF	5,482 ABOA
<b>TOTAL SQUARE FOOTAGE</b>	<b>10,640 RSF</b>	<b>9,500 ABOA</b>

For a total square footage of 10,640 rentable square feet (RSF), yielding 9,500 ANSI/BOMA Office Area (ABOA) square feet of office and related Space, as depicted on the floor plan(s) attached hereto as Exhibit B

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.12 percent. This factor, which represents the conversion from ABOA (9,500) to rentable square feet (10,640), rounded to the nearest whole percentage, shall be used for the purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

3) Section 1.02, Express Appurtenant Rights, Paragraph A, of the Lease is hereby deleted in its entirety and replaced with the following:

A. Parking: 11 parking spaces as depicted on the parking Plan (Exhibit C of the Original Lease), reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 11 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

INITIALS:  LESSOR &  GOVT

4) Section 1.03, RENT AND OTHER CONSIDERATIONS, of the Lease is hereby deleted in its entirety and replaced with the following:

**"1.03 RENT AND OTHER CONSIDERATION**

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	September 9, 2014 – October 8, 2014	October 9, 2014 – September 8, 2019	September 9, 2019 – September 8, 2024
	Annual Rent	Annual Rent	Annual Rent
Shell Rental Rate	\$136,825.00	\$136,825.00	\$136, 825.00
Tenant Improvements Rental Rate	\$0.00	\$0.00	\$0.00
Operating Costs	\$47,940.00	\$47,940.00	\$47,940.00
Building Specific Security Costs**	\$0.00	\$2,471. 35	\$0.00
Full Service Rate	\$184,765.00	\$187,236.35	\$184,765.00

\*\*Building Specific Security Costs of \$10,500.00 are amortized at a rate of 6% percent per annum over 4 years 11 months.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 9,500 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

D. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's SAM registration.

E. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

INITIALS:  LESSOR &  GOVT



**5) Section 1.05, TERMINATION RIGHT, of the lease is hereby deleted and replaced with the following:**

**1.05 TERMINATION RIGHT**

The Government may terminate this Lease, in whole or in part, at any time effective after September 8, 2019 by providing not less than sixty (60) calendar 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 in the notice, whichever is later. No rent shall accrue after the effective date of termination.

**6) The Building Specific Security Improvement (BSAC) (Window Film) is complete and accepted by the Government. The Lessor and the Government agree the total cost is for the BSAC is [REDACTED]. The total cost includes all Lessor costs such as, but not limited to, profit, A&E fees, and General Contractor fees. The BSAC will be amortized over the first four (4) years and eleven (11) months of the lease term at 6% interest.**

**7) Section 1.11, PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE, of the Lease is hereby deleted and replaced with the following:**

As of this Supplemental Lease Amendment 1, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 100%. The percentage of occupancy is derived by dividing the total Government space of 10,640 RSF by the total building space of 10,640 RSF.

**8) Section 1.12, OPERATING COST BASE, of the Lease is hereby deleted and replaced with the following:**

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$47,940.00 per annum.

**9) Section 1.15, 24-HOUR HVAC REQUIREMENT, of the Lease is hereby deleted and replaced with the following:**

The Overtime Usage rate specified above (Paragraph 1.15 of the lease) shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such service shall be provided by the Lessor at a rate of \$0.00 per ABOA sq. ft/per month of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

INITIALS:

  
LESSOR

&

  
GOVT