

<p>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p>SUPPLEMENTAL LEASE AGREEMENT</p>	<p>SUPPLEMENTAL AGREEMENT NO 2</p>	<p>DATE 3.13.12</p>
		<p>TO LEASE NO. GSB-07B-16866</p>
<p>ADDRESS OF PREMISES: 4991 Old Greenwood Road, Fort Smith, AR 72903-6941</p>		
<p>THIS AGREEMENT, made and entered into this date by and between J. CURTIS FAMILY LIMITED PARTNERSHIP</p> <p>whose address is 5010 OLD GREENWOOD ST FORT SMITH, AR 72903-6941</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto agree to supplement the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on January 27, 2012, as follows:</p> <ol style="list-style-type: none"> 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.) To incorporate the GSA approved Design Intent Drawings; and 5.) All other terms and conditions are in full force and effect. <p style="text-align: center;">See Attached</p> <p>IN WITNESS WHEREOF, the parties subscribe their names as of the above date.</p>		
<p>BY: J. CURTIS FAMILY LIMITED PARTNERSHIP</p>		
<p><i>James R. Curtis</i> _____ Signature</p>		<p><i>2/27/2012</i> _____ Title</p>
<p><i>James R. Curtis</i> _____ Printed Name</p>		
<p>Witnessed in the presence of:</p>		
<p><i>Kyle Hall</i> _____ Signature</p>		<p><i>5010 Old Greenwood St.</i> _____ (Address)</p>
<p><i>Kyle Hall</i> _____ Printed Name</p>		
		<p><i>Fort Smith, AR 72903</i> _____ City, State, Zip</p>
<p>UNITED STATES OF AMERICA</p>		
<p><i>Thomas Bell</i> _____ Thomas Bell</p>		<p>_____ Contracting Officer (Official Title)</p>

Supplemental Lease Agreement #2
LAR16886
4991 Old Greenwood Road,
Fort Smith, AR 72903-6941

1.) 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 Drawing created by Tim A. Risley & Associates Architects and Planners dated September 28, 2011 and is attached as Exhibit "A" consisting of 21 pages. 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.

2.) Upon full execution of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the Tenant Improvement construction. The anticipated date of completion and acceptance by the Government is on or before June 29, 2012.

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

The Government and the Lessor have agreed that the total cost of the Tenant Improvements shall be \$488,180.16 and the total cost of the Building Specific Amortized Capital shall be \$79,868.00 for a total of \$568,048.16, shown on the proposal attached as Exhibit "B" consisting of 1 page. The 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.

The Government shall pay for a portion of the total Tenant Improvement Cost by amortizing \$ 322,960.19 over the first 5 years of the term, monthly, at an interest rate of 7.25%. The remaining balance of \$165,219.97 [\$488,180.16 - \$322,960.19 = \$165,219.97] shall be paid by lump-sum, in which case annual rent shall be reduced accordingly upon the completion and acceptance by the Government of the Tenant Improvements. Additionally, the Government may pay by lump sum or amortize the Building Specific Amortized Capital (BSAC) amount of \$79,868.00 over the first 5 years, monthly, at an interest rate of 7.25%.

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 ~~PS0024402~~ ²²⁹³⁶ 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

Gov't Initials

Lessor Initials:

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: Kristen Jackson
819 Taylor Street 5A18
Fort Worth, TX 76102

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 Supplemental Lease Agreement.

4.) The GSA approved Design Intent Drawings dated July 22, 2011 created by Tim A. Risley & Associates Architects and Planners project number AI 11-15 attached as Exhibit C, consisting of one (1) page for the build-out of the leased space located at 4991 Old Greenwood St, Fort Smith, AR 72903 are hereby incorporated into the lease agreement.

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

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Gov't Initials _____

Lessor initials: _____