



Supplemental Lease Agreement #4  
GS-07B-16866  
4991 Old Greenwood Road, Fort Smith, AR 72903-6941

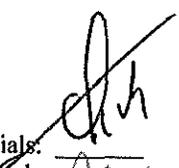
- 1.) The tenant improvements have been substantially completed and the Government accepts the leased space on July 26, 2012. The Lessor and the Government agree that the requirements specifically identified in "Exhibit A" and "Exhibit B" of this supplemental lease agreement (SLA) have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract before October 4, 2012. Within 7 days of the completion date for the Lessor to cure the deficiencies in "Exhibit A" and "Exhibit B" of this SLA, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government may perform the work and deduct these amounts from the rent, including all administrative costs. Any extensions to the completion date of these deficiencies shall be at the sole discretion of the Lease Contracting Officer.
- 2.) The commencement date of the rental shall be July 26, 2012 and shall expire on July 25, 2022 subject to termination rights set forth in the Lease.
- 3.) The office space square footage shall be 10,548 rentable square feet yielding 9,246 ANSI BOMA Office Area (ABOA).
- 4.) The Government shall pay the Lessor annual rent as follows:

From July 26, 2012 through July 25, 2015, the Government shall pay the Lessor annual rent of \$292,377.13 at the rate of \$24,364.76 per month in Arrears. The total annual rent consists of annual Shell rent of \$159,485.76; annual Operating Costs of \$55,693.44 plus annual CPI adjustments, and annual amortized Tenant Improvements of \$77,197.93.

From July 26, 2015 through July 25, 2017, the Government shall pay the Lessor total annual rent of \$300,393.61 at the rate of \$25,032.80 per month paid in arrears. The total annual rent consists of annual Shell rent of \$167,502.24 annual Operating Costs of \$55,693.44 plus annual CPI adjustments; and annual amortized Tenant Improvements of \$77,197.93.

From July 26, 2017 through July 25, 2022, the Government shall pay the Lessor total annual rent of \$231,528.60 at the rate of \$19,294.05 per month paid in arrears. The total annual rent consists of annual Shell rent of \$175,835.16 annual Operating Costs of \$55,693.44 plus annual CPI adjustments.
- 5.) The percentage of occupancy for Tax Reimbursement purposes shall be: 29.91% [10,548 rentable sf of the leased premise/ 35,269 rentable sf of the building X 100 = 29.91%] and the base year tax statement will be submitted within 60 calendar days after Lessor's payment of taxes to establish the tax year.
- 6.) The Government's adjustment of vacant space shall be a reduction of \$1.05 per ANSI-BOMA Office Area.
- 7.) The total cost of the Tenant Improvements (TI) shall be \$488,180.16. The Lessor and the Government agree that a lump-sum payment for a portion of the total tenant improvement cost shall be made in the amount of \$165,219.97 [\$488,180.16 - \$322,960.19 = \$165,219.97]. The remaining balance of \$322,960.19 shall be amortized into the rent at the rate of 7.25% over the first five-year term of the lease.
- 8.) As established in SLA #3, the Government shall pay for the Building Specific Amortized Capital (BSAC) balance with a lump-sum payment. The BSAC is agreed to be [REDACTED]. This SLA authorizes the Lessor to bill only for the BSAC that is completed, which is \$79,868.00. The remaining BSAC amount of [REDACTED], which is the work associated with SLA #3 and Exhibit B of this SLA, will be authorized for billing upon the Government's acceptance of that work via a subsequent SLA.
- 9.) Upon execution of this SLA#4 the total of lump sum payments authorized for billing by the Lessor is \$245,087.97 (\$165,219.97 in TI + \$79,868.00 of BSAC). 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. It shall reference the number PS0022936 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 this invoice electronically, an 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: 

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

U.S. General Services Administration  
ATTN: Jeffrey Navarro  
Lease Contract Officer  
300 E 8<sup>th</sup> Street G150  
Austin, Texas 78701-3233  
(512)916-5957

10.) **Commission Credit:** The Lessor and Broker (CB Richard Ellis) have agreed to a cooperating lease commission of [REDACTED] percent. The total amount of the commission shall be [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker as agreed to forgo [REDACTED] percent of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit).

The Commission Credit to the Government shall be [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" Paragraph 2.4 in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 2 of this Supplemental Lease Agreement #4 the shell rent payments due and owing under this lease shall be reduced to fully recapture this Commission Credit to the Government. The reduction in Shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

First full month's rental payment of \$24,364.76 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted first full month's rent.

Second full month's rental payment shall of \$24,364.76 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted second full month's rent.

Third full month's rental payment of \$24,364.76 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted third full month's rent.

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

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Gov't Initials: [REDACTED]  
Lessor Initials: [REDACTED]

