

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 2

TO LEASE NO. **GS - 07B - 16906**

ADDRESS OF PREMISES

206 Rockingchair Road, Paragould, Arkansas 72450

THIS AGREEMENT, made and entered into this date by and between

GREENE COUNTY CONSERVATION DISTRICT

whose address is

**201 West Court Street, Room 203
Paragould, Arkansas 72450**

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

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **August 17, 2012**, 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

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 LESSOR:

Signature: Joey Massey
Name: Joey Massey
Title: Vice Chairman
Entity Name: Greene Co. Con. District
Date: 8/16/12

FOR THE GOVERNMENT:

Signature: [Signature]
Name: CHARLES GORDON
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 8/29/12

WITNESSED FOR THE LESSOR BY:

Signature: Jennifer Graves
Name: Jennifer Graves
Title: District Secretary
Date: 8/16/12

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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 Cahoon Steiling Studio dated January 12, 2012 consisting of 19 pages.**

The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawing in Exhibit "A" of SLA No. 1.

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 **November 20, 2012.**

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 **\$151,583.21** to **\$230,429.00**. 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 including all design fees 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, \$168,369.21**, shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of **six percent (6%)** paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is **\$38,325.30** paid monthly in arrears in the amount of **\$3,193.78**.

The **remaining balance of the total cost of the Tenant Improvements is \$62,059.79 [\$230,429.00 - \$168,369.21]** shall be paid by a lump-sum payment upon the substantial completion and acceptance by the Government of the tenant improvements.

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 PS0024067** 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: 

Lessor Initials: 

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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: **Patrick T. Staley**
819 Taylor Street, Room 5A18
Ft. Worth, Texas 76102-0181

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.) The new Rental amounts shall be as follows:

For years 1 through 5, from the Acceptance Date of the Tenant Improvements by the Government, the **total annual rent shall be \$117,181.64** paid monthly in arrears in the amount of \$9,765.14. The total annual rent consists of **Shell Rent of \$57,342.74**, annual **Operating Costs of \$21,513.60** plus annual CPI adjustments as stated in the Solicitation for Offer, and annual **Tenant Improvement costs of \$38,325.30**. The anticipated date of occupancy is November 20, 2012.

For years 6 through 10, the **total annual rent shall be \$80,215.76**. The total annual rent consists of **Shell Rent of \$58,702.16** and annual **Operating Costs of \$21,513.60** plus annual CPI adjustments as stated in the Solicitation for Offer. There are no annual Tenant Improvement costs.

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

<<< LAST ITEM >>>

Gov't Initials: 

Lessor Initials: JM