

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4 TO LEASE NO. GS-07B-16906
ADDRESS OF PREMISES 206 Rockingchair Road, Paragould, Arkansas 72450,	PDN Number: 0024067

THIS AMENDMENT is made and entered into 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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective January 16,2013 as follows:

1. To discontinue the use of GSA Form 276; and
2. To accepts the tenant improvements as completed and;
3. To establish the Commencement Date of the lease rental payments; and
4. To establish the square footages of the leased space; and
5. To provide the annual rental amounts; and
6. To restate the Renewal Option; and
7. To restate the additional "Free Space"; and
8. To restate the Governments percentage of occupancy and base tax year; and
9. To restate the Common Area Factor; and
10. To restate the reduction amount for vacant space; and
11. To restate the brokers commission; and
12. To revise the Operating Costs escalation base.

See Attached

This Lease Amendment contains **3** 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 LESSOR:

Signature: Joey Massey
 Name: Joey Massey
 Title: Vice Chairman
 Entity Name: Greene Cty Conservation
 Date: 1/30/13 District

FOR THE GOVERNMENT:

Signature: [Signature]
 Name: Carrie L. Gordon
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 2/6/13

WITNESSED FOR THE LESSOR BY:

Signature: Jennifer Groves
 Name: Jennifer Groves
 Title: District Secretary
 Date: 1/30/13

1. Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or Supplemental Lease Agreement" shall now hereby construed to mean "Lease Amendment."
2. The tenant improvements have been *substantially* completed and the government accepts the leased space on January 16th, 2013. The Lessor and the Government agree that the requirements specifically identified in Exhibit "B" of this lease have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 15 working days of the Government's acceptance of the space for occupancy. Within 7 days of the completion date for the Lessor to cure the deficiencies in Exhibit "B" of this lease, 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 will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.
3. The commencement date of the rental shall be January 16, 2013 and shall expire on January 15, 2023.
4. The office space square footage shall be 4,482 rentable square feet (RSF) yielding 4,288 ANSIBOMA Office Area (ABOA). An additional 418 RSF yielding 400 ABOA indicated as "Free Space" on Exhibit "A" of Lease Amendment #1 shall be provided for the use by the Government throughout the term of the lease at no additional cost to the Government. The total premises occupied is therefore 4,900 RSF yielding 4,688 ABOA.
5. The Government shall pay the Lessor annual rent as follows:

From January 16, 2013 through January 15, 2018 the total annual rental shall be \$117,916.93 at the rate of \$9,826.41 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$57,342.74, annual Operating Costs of \$21,513.60 plus annual Operating Cost adjustments, and annual Tenant Improvement Amortization cost of \$39,060.59 (\$168,369.21 amortized over the first 5 year firm term at an interest rate of 6% paid monthly in arrears is \$39,060.59 annually).

From January 16, 2018 through January 15, 2023 the total annual rent shall be \$80,215.76. The total annual rent consists of Shell Rent of \$58,702.16 and Operating Costs of \$21,513.60 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

6. In addition to the Initial ten (10) year term, which the Government may terminate upon the fifth anniversary of the lease, as described in the lease, Lessor grants the Government Renewal Options as stated below:

Renewal Options: This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

Provide notice is given in writing to the Lessor at least 120 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the mailing. For years 11 thru 15, the Government shall pay annual rent of \$86,726.70 which includes shell, and \$21,513.69 per year for operating costs, plus operating cost adjustment per the lease. Rent will be paid monthly in arrears.

7. The total square footage of 4,288 ABOA referred to in paragraph 4, Lease Amendment 4, is the total amount of space under lease by the Government. The additional 400 USF of space indicated as "Free Space" will be provided for use by the Government throughout the term of the lease at no additional cost to the Government. The Government will not incur any charges for rent, operating expenses, or taxes that are attributable to the "Free Space"
8. The percentage of occupancy for Tax Reimbursement purposes shall be 59.76% (4,482 RSF / 7,500 RSF) and the new Base Year for taxes shall be the taxes in the year of 2014.
9. The Common Area Factor (CAF) is established as 1.045243 based on 4,482 RSF and 4,288 ABOA (CAF=RSF/ABOA)
10. The Government's adjustment of vacant space shall be a reduction of \$1.50/RSF.
11. In accordance with the SFO, Paragraph 2.3 the Lessor and the Broker have agreed to a SFO cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [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 has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [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 in the SFO of this lease.

INITIALS:

JM
LESSOR

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Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue and continue for two additional months until fully recaptured:

First Full Month's Rental Payment \$9,826.41 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

Second Month's Rental Payment \$9,826.41 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

Third Month's Rental Payment \$9,826.41 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

12. In accordance with Paragraph 4.3 (Operating Costs), the escalation base shall change from \$20,000.00 to \$21,513.69.

INITIALS:

J.M.
LESSOR

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