

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07B-16966
ADDRESS OF PREMISES: 3419 N. Plainview, Fayetteville, AR 72703-4065	PDN Number: PS0024131

**THIS AGREEMENT**, made and entered into this date by and between  
**MATHIAS SHOPPING CENTERS, INC.**

whose address is: 5571 Bleaux Ave., Suite A  
Springdale, AR 72762-0757

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 upon the full execution of this amendment as follows:

- 1) To provide for a Notice to Proceed for change order (C/O) #1 and provide for an anticipated date of completion; and
- 2) To change the total cost of the Tenant Improvements; and
- 3) To provide for the method of payment of the total Tenant Improvement Cost; and
- 4.) All other terms and conditions of the lease shall remain in full force and effect.

See Attached

This Lease Amendment contains two (2) pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the b

**FOR THE LESSOR:**

**MATHIAS SHOPPING CENTERS, INC.**  
 Signature: [Redacted]  
 Name: ARTHUR THURMAN  
 Title: PRESIDENT  
 Entity Name: MATHIAS SHOPPING CENTERS, INC.  
 Date: 6/27/13

**FOR THE**

[Redacted]  
 Signature: [Redacted]  
 Name: [Redacted]  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: 7-5-13

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

*AT*

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the Alterations required in change order C/O # 1 as it relates to security changes; all of which are depicted in Exhibit A attached in two parts for a total of 6 pages. The total cost of the C/O # 1 is \$ [REDACTED]. The anticipated date of completion of all the Tenant Improvements (TI) and Building Specific Security (BSS) is July 20, 2013.

2.) The Government and the Lessor have agreed that the total cost of the TI shall change from \$462,323.74 to [REDACTED] [\$462,323.74 + [REDACTED] = [REDACTED]]. The TI 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 TI and BSS costs covered by change order #6 by the anticipated date of completion.

3.) The Government shall pay for a portion of the total Tenant Improvement Cost by amortizing \$393,133.56 over the first five (5) years of the term, monthly in arrears, at an interest rate of 6.0%. All of the remaining balance of \$140,087.18 [\$541,117.74 (TI Cost) – \$393,133.56 (TI amortized) = \$140,087.18] shall be paid by lump-sum upon the completion and acceptance by the Government of the Tenant Improvements.

Upon the completion of the TI and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (due to the amount amortized), including the Shell Rent, Operating Cost, the amortized BSAC cost (in accordance with SLA 1), and the amortized TI cost shall be established by a subsequent LA.

Once the Acceptance LA is fully executed by both parties, the Lessor may 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 PS0024131 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

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

General Services Administration  
ATTN: Thomas Bell  
819 Taylor Street, STE 5A18  
Fort Worth, TX 76102  
817-476-0771

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

INITIALS:

AT  
LESSOR

&

[Signature]  
GOVT