

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07P-17285
ADDRESS OF PREMISES Downtown Station 101 S. Jackson Street El Dorado, AR 71730-6130	PDN Number: N/A

THIS AMENDMENT is made and entered into between **EL DORADO FEDERAL CENTER, LLC**

Whose address is: 12587 Fair Lakes Circle
Fairfax VA 22033-3822

Hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government;

WHEREAS, the parties hereto desire to amend the above Lease. The purpose of this Lease Amendment is to amend LA#3 BROKER COMMISSION AND COMMISSION CREDIT.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the signature hereof by both parties and delivered, as follows:


1. To accept the Tenant Improvements as complete; and
2. Establish the Commencement Date of the lease rental payments; and
3. To restate the total cost of the TIs; and
4. To provide for the method of payment of the total TIs; and
5. To restate Government's Percentage of Occupancy; and
6. To restate the Base amount for the Operating Cost adjustments; and
7. To restate the Termination Rights; and
8. All other terms and conditions are in full force and effect

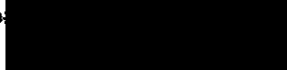
This Lease Amendment contains 3 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR: El Dorado Federal Center, LLC

FOR THE GOVERNMENT:

Signature: 
Name: Maura Williams
Title: Manager / Sole Member
Entity Name: El Dorado Federal Center, LLC
Date: 7/10/17

Signature: 
Name: _____
Title: _____
Date: GSA, Public Buildings Service, Leasing Division
7-12-2017

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Mauricea Duan
Title: Self
Date: July 10, 2017

P.D.

1. The tenant improvements have been completed and the Government accepts the leased premise on January 11, 2017. The Lessor and the Government agree that the requirements specifically identified in Attachment "A", GSA Form 1204 - Condition Survey Report of this lease amendment have been met

2. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon April 1, 2016 and continuing for a period of

15 Years, 10 Years Firm

subject to termination and renewal rights as may be hereinafter set forth. The Lease and Rent Commencement Date is April 1, 2016 and the Lease shall expire on March 31, 2030, unless otherwise terminated pursuant to the terms Section 1.05 herein or other applicable provisions of the Lease.

Notwithstanding any other provision of the Lease, the Lease and Rent Commencement date are not dependent on the Government's acceptance of the space or any other condition precedent.

Paragraph 1.03, "RENT AND OTHER CONSIDERATION (SEP 2013)" of the Lease No. GS-07P-LAR17286 is deleted in its entirety and replaced with the following:

RENT AND OTHER CONSIDERATIONS (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	4/1/2016 - 1/10/2017	1/11/2017 - 3/31/2025	4/1/2025 - 3/31/2030
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$ 524,199.76	\$ 524,199.76	\$ 524,199.76
TENANT IMPROVEMENTS RENT	\$0.00	\$24,474.53 <i>412.91</i>	\$0.00
OPERATING COSTS	\$ 213,318.00	\$ 213,318.00	\$213,318.00
PARKING	\$0.00	\$ 0.00	\$0.00
TOTAL ANNUAL RENT	\$737,517.76	\$761,992.26 <i>930.57</i>	\$737,517.76

P.O. [Signature]
P.O. [Signature]

The Tenant Improvement cost of \$159,651.74 is amortized at interest rate of 6.0 percent per annum over the remaining Firm Term of the Lease, beginning January 11, 2017.

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 17,260 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. SUB-PARAGRAPH WAS INTENTIONALLY DELETED
- D. SUB-PARAGRAPH WAS INTENTIONALLY DELETED
- E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

INITIALS: P.O. & [Signature]
LESSOR & GOVT

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Parking shall be provided at a rate of \$0 per parking space per month (structured/inside), and \$0 per parking space per month (surface/outside).

3. The Government and the Lessor have agreed that the total cost of the TIs, and including all approved change orders, is \$158,551.74. The TI costs include all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TIs.

4. The Government shall pay for the total Tenant Improvement Cost by amortizing \$158,551.74 over the remaining firm Term of this Lease at an interest rate of 6.0 percent beginning January 11, 2017.

5. As of the Lease Award Date, The Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 49.52 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 23,698 RSF by the total Building space of 47,852 RSF.

8. The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustments," that the Lessor's base rate for operating costs shall be \$9.00 per RSF (\$213,318.00).

7. **1.05 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, March 31, 2026, by providing not less than 90 days' prior written notice to the Lessor. If the Government determines partial space relinquished is not marketable the space will not be released and therefore the vacant space adjustment will apply in lieu thereof. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

8. All other terms and conditions shall remain in full force and effect.

INITIALS:

P.O.
LESSOR

& [Signature]
GOVT