

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 05	DATE (GSA signs) 07/12/12
	TO LEASE NO. GS-07B-16487	

ADDRESS OF PREMISES: **6801 DALLAS STREET
FORT SMITH, AR 72803-5033**

THIS AGREEMENT, made and entered into this date by and between **Rocky Bluff, LLC dba Standridge Development, LLC (Former Lessor)**, and **SE FT. SMITH, LLC (Lessor)**,

whose address is **350 NORTH LASALLE ST STE. 800
CHICAGO, IL 60654-5136**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 June 2, 2011, as follows:

1. **SE FT. SMITH, LLC**, Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-16487 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after June 02, 2011. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16487 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease.
2. The Government agrees to accept the furnishings of the aforesaid premises in accordance with the terms, provisions, and conditions of said lease, as amended, reserving however, all the Government's rights against Lessor and Former Lessor.
3. **SE FT. SMITH, LLC**, Lessor, waives all rights to payments under subject lease as against the Government arising prior to June 02, 2011.
4. Rent checks shall be made payable to: **SE FT. SMITH, LLC
350 NORTH LASALLE ST STE. 800
CHICAGO, IL 60654-5136**
5. **SE FT. SMITH, LLC**, Lessor, agrees to be added to ACH Vendor Enrollment per the Debt Collection Improvement Act, which became effective July 27, 1996, and further agrees to complete Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment, and return it along with this agreement.
6. **SE FT. SMITH, LLC**, Lessor, agrees to complete and return the GSA Form 3518, Representations and Certifications, which will be attached and made a part of this agreement.

(Continued on Page 2 attached hereto and made a part of SLA No 05 to Lease GS-07B-16487)

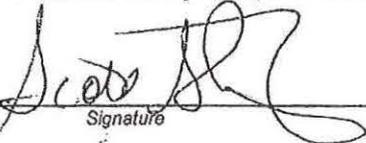
INITIALS	
GOV'T VG	LESSOR RS

7. SE FT. SMITH, LLC, Lessor, agrees to register in Dun & Bradstreet, Data Universal Numbering System (DUNS). SE FT. SMITH, LLC, Lessor, also agrees to register in the Central Contractor Registration (CCR) database and update registration annually to maintain an active CCR status through final payment of this lease.
8. **Rocky Bluff, LLC dba Standridge development, LLC**, (Former Lessor), confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with the lease, GS-07B-16487, after June 02, 2011.
9. Notwithstanding the foregoing, all payments heretofore made by the Government to the Former Lessor and all other actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken. The actual change of ownership took place on June 02, 2011 and the rent payments from that date to the current date were paid to former lessor and both lessor and former lessor waive rental claims stemming from those payments.
10. SE FT. SMITH, LLC, (Lessor) agrees to indemnify and then save harmless the United States of America from and against any actions, loss, claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the Lease to SE FT. SMITH, LLC.

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 above date.

Former Lessor: Rocky Bluff, LLC dba Standridge Development, LLC IN PRESENCE OF

By: 
Signature

Scott Standridge, Manager
(Printed Name and Title)

350 NORTH LASALLE ST STE. 800
CHICAGO, IL 60654-5136

Lessor: SE FT. SMITH, LLC

IN PRESENCE OF

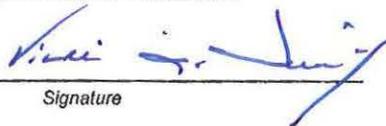
By: 
Signature

Richard Kepke, Manager
(Printed Name and Title)

350 NORTH LASALLE ST STE. 800
CHICAGO, IL 60654-5136

UNITED STATES OF AMERICA

Contracting Officer
General Services Administration
819 Taylor Street
Fort Worth, TX 76102-6124
(Official Title)

BY: 
Signature