



1. **THIS LEASE AGREEMENT** (this "Lease") is made by and between **THE CITY OF JONESBORO** (the "Landlord") and the **HONORABLE JOHN BOOZMAN**, (the "Tenant") in his official capacity and in accordance with and subject to the statutory requirements set forth in 2 U.S.C. § 6317, relating to Home State Office Space for United States Senators. It is hereby agreed as follows, and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant. Landlord and Tenant may be collectively referred to herein as the "Parties" and each may be referred to individually as a "Party."

2. **BASIC LEASE TERMS and DEFINITIONS:**

a. **PREMISES:** **430** usable square feet as shown on the location plan attached as **Exhibit A**, hereinafter referred to as the "Leased Premises."

b. **BUILDING ADDRESS:** 300 S. Church Street
Suite 400
Jonesboro, AR 72401

c. **TERM:** Sixty-nine (69) full calendar months (plus any partial month from the 04/01/2023 until the first day of the next full calendar month during the Term).

d. **COMMENCEMENT DATE:** 04/01/2023

e. **EXPIRATION DATE:** 01/02/2029

f. **RENT:** Payable in level monthly installments as follows –
MONTHS: 69*

BASE RENT: \$930.95

TOTAL ANNUAL RENT THROUGH LEASE TERM:** \$11,171.40 (\$25.98 per usable square foot)

* Plus, for any partial month from the Commencement Date until the first day of the next full calendar month, a prorated monthly installment of BASE RENT for such period based on a thirty day (30) day basis and the amount of the monthly installment specified above.

**Following end of Lease term, any holdover period will be at the BASE RENT rate.

g. **NO SEPARATE CHARGES:** The above indicated BASE RENT represents the full and complete monetary obligation of the Tenant for occupancy and use of the Leased Premises and Building, including, but not limited to all Common Areas and parking facilities. There shall be no separate charge and Tenant is not responsible for any other charge, including, but not limited to operating expenses; cost of living increase; pro rata expense; escalation; taxes; permits; fees; common

area maintenance, janitorial services, parking, or any other adjustment(s) during the term of this Lease. Further Tenant shall not be assessed or charged for any utilities, including, but not limited to all water, gas, electricity, heat, light, power, telephone, sewer, sprinkler services, refuse and trash collection and any other utilities and services supplied to the Leased Premises and Building, including, but not limited to all Common Areas and parking facilities, together with any taxes thereon.

h. USE OF PREMISES:

General office use and related activities.

i. PARKING:

The Landlord affirms that **two (2)** reserved spaces shall be provided and the current fair market value of each space is \$75.00 per month. The reserved spaces shall be identified through signage in a public parking lot approximately 100 feet immediately south of the Municipal Center. The Landlord agrees to notify the Tenant and the United States Senate Sergeant at Arms of any change in parking space assignment(s) and/or fair market value of the space(s).

j. EARLY TERMINATION:

Lease may be terminated upon sixty (60) days written notice by Tenant or the United States Senate Sergeant at Arms upon resignation, expulsion, or death of the Tenant. Lease may also be terminated by Tenant or the United States Senate Sergeant at Arms upon sixty (60) days written notice should the Building, Leased Premises, or the Common Areas providing access to the Building or Leased Premises become untenable, unsafe, or materially interferes with Tenant's full use of the Premises for the intended purpose. Lease may be terminated, by Tenant or the United States Senate Sergeant at Arms, if a force majeure event occurs, which renders the Building, Leased Premises, or the Common Areas providing access to the Leased Premises unfit for Tenant's full use and enjoyment of the Leased Premises for the intended purpose or in the case of any breach, by Landlord, of the Lease terms described in this Lease.

k. FORCE MAJEURE:

Neither Party to this Lease shall be liable for non-performance of any obligation under this Lease if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

l. HOLDOVER:

Month-to-month at the per month BASE RENT rate during the term of Lease. Terminable by Landlord or Tenant with sixty (60) days written notice.

m. ADDITIONAL DEFINED TERMS:

See Rider 1 for definitions of capitalized terms

n. ADDRESSES FOR NOTICE:

LANDLORD

**THE HONORABLE HAROLD COPENHAVER
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401**

TENANT

**On or after commencement date:
THE HONORABLE JOHN BOOZMAN
300 S. Church Street, Suite 400
Jonesboro, AR 72401**

**FOR PAYMENT OF RENT:
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401**

**COPY TO:
United States Senate Sergeant at Arms
Attn: State Office Liaison
Postal Square Building, 6th Floor
Washington, DC 20510-7205**

Email Address:
StateOfficeLiaison@saa.senate.gov

**SUBMISSION OF MONTHLY RENT
INVOICES:**
United States Senate Sergeant at Arms
Attn: Accounts Payable
Postal Square Building, 6th Floor
Washington, DC 20510-7205

Email Address:
StateOfficeLiaison@saa.senate.gov

o. DELIVERY METHOD Landlord and Tenant agree to send official communications and notifications with regard to this Lease using next-day airmail with delivery confirmation.

p. CONTENTS: The following are attached to and made a part of this Lease:

Rider 1 – Additional Definitions

Exhibit A – Plan Showing Premises
Exhibit B – Building Rules & Regulations
Exhibit C – Cleaning Schedule
Exhibit D – Self Certification Letter
Exhibit E – Rent Payment Invoice

3. **PREMISES BEING LEASED:** Landlord is leasing to Tenant and Tenant is leasing from Landlord **430** usable square feet of office space located at **300 S. Church Street, Suite 400, Jonesboro, AR 72401**. **The full amount of amortized Space Improvements included in the total rent is \$0.00 per month.**
4. **TERM OF LEASE:** Tenant shall have and hold the Leased Premises for the period beginning with the commencement date, 04/01/2023 and ending on 01/02/2029. This Lease shall not exceed the term of office which the Tenant is serving on the commencement date of this Lease. Should the Tenant be re-elected to his Senate seat after the expiration of his term of office which he was serving upon the execution of this Lease, the Tenant may holdover in the Leased Premises until such time as a new agreement has been executed. Any month-to-month holdover may be terminated by either Party by providing sixty (60) days advance written notice to the other Party. During a holdover event, the terms of the Lease shall apply, with the acknowledgment of the termination rights noted in this Section.
5. **RENT:** For the entire term of the Lease, the monthly BASE RENT of **\$930.95** shall be paid in arrears, in monthly installments of **\$930.95**, based on **430** usable square feet for an annual rent of **\$11,171.40**. The monthly BASE RENT represents the full payment of a fully serviced lease and shall include, but is not limited to payment of all applicable Federal, State and local taxes and duties, all occupancy and user permits and fees, any common area maintenance costs, all utilities, and all costs for parking as provided in Section 2(i). There will be no separate charges assessed to Tenant outside of the BASE RENT, with the exception of Space Improvements costs that are amortized and paid over the term of the Lease. **Rent shall be due on or about the last day of each month** and Landlord shall submit an original invoice in a form approved by the United States Senate Sergeant at Arms (**Exhibit E**). Invoices shall be sent electronically via e-mail to stateofficeliasion@saa.senate.gov with subject line containing Tenant's name as identified in Section 1 and the city and state of the Leased Premises. If the invoice cannot be sent electronically, the original invoice may be mailed to the following address: United States Sergeant at Arms, State Office Liaison, Postal Square Building 6th Floor, Washington DC 20510-7205. Upon direction from the Tenant and the United States Sergeant at Arms, the Secretary of the Senate will pay the Landlord the sum due on a properly submitted invoice. Any payment made to the Landlord by the Secretary of the Senate for any period after this Lease has expired or has otherwise been terminated shall be refunded by the Landlord without formal demand. Payments for any fractions of a month shall be prorated on a thirty (30) day basis, regardless of the number of days in the month. Any month-to-month holdover tenancy, if applicable, shall be at the same BASE RENT as in effect at the expirations of this Agreement and will be paid in arrears. Landlord agrees to accept monthly rent payments by Electronic

Funds Transfer and agrees to provide the Secretary of the Senate with the necessary banking information to facilitate such payments. Notwithstanding any provision in this Lease or any amendment, modification, or addition hereto, 2 U.S.C. § 6317 limits the maximum annual rate that may be paid to the Landlord for rental of the Leased Premises. As such, the maximum annual rate, including any included fees associated with physical modifications, capital improvements, operating costs, or any other fee, rent adjustment or otherwise, shall not exceed the highest rate per square foot charged Federal agencies on the first day of the lease of such office by the Administrator of General Services, based upon a 100 percent building quality rating, for office space located in the place in which the Senator's office is located, multiplied by the number of square feet contained in that office used by the Senator and his employees to perform their duties.

6. **REQUIRED FORMS:** Landlord agrees to provide the United States Senate Sergeant at Arms State Office Liaison a Self-certification (**Exhibit D**) Letter outlining Landlord's suitability to do business with the federal government and a current Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification", as revised December 2014. The forms shall be sent electronically via e-mail to StateOfficeLiaison@saa.senate.gov with the subject line containing Landlord's name as identified in Section 1 and "Certification Letter and Form W-9". If the forms cannot be sent electronically, the original forms may be mailed to the following address: United States Senate, Sergeant at Arms, State Office Liaison, Postal Square Building, 6th Floor, Washington, DC 20510 or faxed to (202) 224-4963.
7. **TENANT RELOCATION:** Landlord agrees not to relocate Tenant for the Term of this Lease, including any extension or holdover periods, except by written agreement of the Tenant to the proposed move requested by the Landlord. The Landlord will provide written notice of the proposal to the Tenant and the United States Senate Sergeant at Arms at least ninety (90) days prior to the proposed move. This notice will be accompanied by a floor plan of the proposed premises. Landlord understands that Tenant, in order to comply with the Standing Rules of the United States Senate, may not be able to accept proposed premises of greater size. Tenant retains right to refuse proposed premises with no impact to the terms of this Lease. In the event the Tenant chooses to accept Landlord's offer to relocate to the proposed premises, Landlord shall not increase the monthly rent if the offered premises is larger or greater in value in terms of usable square feet, amenities, or location. Landlord shall also reimburse the Tenant for reasonable costs involved with affecting the change in premises, including but not limited to, initial alterations (if necessary), installation of required security enhancements, moving of furniture and office equipment, new signage and an allowance for making notification to constituents, updating of web-sites/social media, and the acquisition of new stationery. The United States Senate Sergeant at Arms maintains contractual agreements with vendors providing telephone and computer wiring, moving services and security enhancements and Landlord agrees to reimburse United States Senate for costs invoiced by these vendors. The United States Senate Sergeant at Arms cannot supplement federal appropriations, consequently all costs billed to Landlord will be the vendors' original invoiced amount without increase, profit, or mark-up.
8. **QUIET ENJOYMENT:** Landlord covenants that Tenant, upon performing all of its covenants, agreements, and conditions of this Lease, shall have quiet and peaceful possession of the Leased Premise.
9. **SECURITY DEPOSIT:** No security deposit shall be required of the Tenant for this Lease or for any parking passes or other identification device. Landlord shall provide sufficient number of keys, key fobs, parking passes and/or other electronic security system passes required for entry into the Leased Premises and/or Building as requested by Tenant, and as mutually agreed to by Tenant and Landlord, at no additional cost to Tenant.

The Landlord shall also provide Tenant at Landlord's sole expense any replacement keys, replacement key fobs, parking passes, or replacement of other electronic security system passes provided by the Landlord and/or property management company as requested by Tenant.

10. **UTILITIES AND SERVICES:** Landlord shall provide the following utilities and services for the normal use and occupancy of the premises for general office purposes at no additional cost to the Tenant: Heating, ventilation and air conditioning (HVAC); Electricity (including providing replacement/installation of lighting tubes, lamp ballasts, starters, bulbs and LED bulbs as appropriate for the premises); Water; Janitorial Services (to include all cleaning and lavatory/washroom supplies, on a five (5) day per week basis, consisting of vacuuming, dusting, trash removal including recycling and all necessary recycling containers and according to the specifications in **Exhibit C**; Elevator(s); Extermination and Pest Control; Carpet

- Cleaning; Window Washing; Availability of Telephone, Broadband Internet services; and other as such may be arranged for and agreed upon by Landlord and Tenant.
11. **CABLE TELEVISION:** The Landlord shall continue to pay for and provide monthly cable television service in **one (1)** location within the Leased Premises, including CNN, C-SPAN I, C-SPAN II, and all local channels, but excluding internet service, which will be provided by and paid for (monthly/annually) by the United States Senate Sergeant at Arms.
 12. **MAINTENANCE AND REPAIRS:** The Landlord shall maintain the Property, including the Building; Building systems, Common Areas; and all equipment; fixtures; and appurtenances, furnished by the Landlord under this Lease, are in good working order and Tenable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access, and other things to the Leased Premises, without reasonably preventable or recurring disruption, as is required for the Tenant's access to, occupancy, possession, use and enjoyment of the Leased Premises as provided in this Lease. Landlord shall keep the Property and Leased Premises in compliance with all applicable state and local Building, safety and fire codes. For the purpose of so maintaining the Leased Premises, the Landlord may at reasonable times enter the Leased Premises with the approval of the authorized Senate representative in charge. Upon request of the Tenant, the Landlord shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Landlord shall maintain the Leased Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The authorized Senate representative shall have the right, at any time after the Lease Commencement Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Landlord's compliance with this clause. Landlord agrees to provide for snow removal for parking areas, sidewalks, or other access points to the Leased Premises. Landlord shall be liable for any damage, either to persons or property, sustained by Tenant or and of his/her employees or guests, caused by Landlord's failure with respect to maintenance and repairs as described above.
 13. **BUSINESS HOURS:** Normal business hours for Tenant shall be Monday through Friday, 8:00 o'clock AM to 5:00 o'clock PM, unless otherwise agreed to by Landlord and Tenant; legal holidays excepted.
 14. **24 x 7 ACCESS TO PREMISES:** Tenant requires access to the Leased Premises twenty-four (24) hours a day, seven (7) days a week. There shall be no additional charge to Tenant for non-business hour's usage of Leased Premises.
 15. **LANDLORD'S RIGHT TO ENTER LEASED PREMISES:** Landlord and its agents, servants, and employees may enter the Leased Premises at reasonable times, and at any time in an emergency, without charge, liability or abatement of any rent, to: make repairs, alterations, improvements and additions either required by this Lease or advisable to preserve the integrity, safety, and good order of part or all of the Leased Premises or Building; provide trash removal and janitorial services required by this Lease; comply with applicable laws under Section 18; to show the leased Premises to prospective lenders or purchasers and, during 120 days immediately before the Lease ends, to show prospective Tenants, accompanied by a Tenant representative, if so requested by the Tenant; and remove any alterations made by the Tenant in violation of Section 21. Notwithstanding the above, entry is conditioned upon Landlord providing the Tenant at least 24 hours advance notice, except in emergency; promptly finishing any work for which Landlord entered the Leased Premises; doing so in a manner that ensures the privacy and protection of sensitive information that is the property of the Tenant, including constituent records; and causing the least practicable interference to the Tenant's operations.
 16. **EARLY TERMINATION:** Lease may be terminated upon sixty (60) days written notice by Tenant or the U.S. Sergeant at Arms upon resignation, expulsion, or death of the Tenant. Lease may also be terminated by Tenant or the United States Senate Sergeant at Arms upon sixty (60) days written notice should the Building, or Leased Premises, or the Common Areas providing access to the Leased Premises become untenable, unsafe, or materially interferes with Tenant's full use and enjoyment of the Leased Premises for the intended purpose. Further, the Lease may be terminated, by Tenant or the U.S. Sergeant at Arms, pursuant to the terms regarding a force majeure event as discussed below or in the event of a breach of the terms of the Lease.
 17. **INSURANCE AND INDEMNIFICATION:** The Landlord and Tenant acknowledge that the United States Senate, as a self-insured entity of the United States Government, is subject to the Federal Tort Claims Act, 28 U.S.C.

§§ 2671-2680, under which recovery may be sought through the United States Senate Sergeant at Arms for any injury or loss arising under this Lease due to the negligent or wrongful act or omission of Tenant or any of Tenant's employees acting within an official scope and capacity. Tenant, the United States Sergeant at Arms, and their agents, employees or invitees, shall not be required to provide any certificates of insurance to Landlord. Landlord further agrees that neither the Tenant nor the United States Senate, nor any of the United States Senate's officers or employees will indemnify or hold harmless the Landlord against any liability of the Landlord to any third party claim that may arise during or as a result of the Lease or Tenant's occupancy. Landlord hereby indemnifies and agrees to defend and hold harmless the Tenant and all of its officers, agents and servants harmless from claims for personal injury, death or property damage, caused by the negligence or willful misconduct of the Landlord, its agents, employees or invitees; and from all claims, demands, fines, penalties, charges and orders, judgments and enforcement actions of any kind, and all costs and expenses incurred in connection with claims arising out of Hazardous Substances, the presence on the Property of any Hazardous Substances or any spilling, leaking, pumping or other release into the environment (collectively a "Discharge") of any Hazardous Substance from the Property in violation of any Environmental Laws, or any activity by Landlord or any predecessors in title to the Property regarding the handling, storage or disposition of Hazardous Substances at any time present on or under the Property.

18. **COMPLIANCE:** During the term, Landlord shall comply with all applicable Federal, State and local laws and regulations regarding the Building, Common Areas, Leased Premises, and the Property, including without limitation laws and regulations applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, as well as all applicable environmental laws and with the Americans with Disabilities Act of 1990 and regulations issued pursuant thereto (the "ADA"). Landlord shall comply with and perform both the Landlord's obligations, if any, as a public accommodation pursuant to Title III of the ADA and the Tenant's obligations as a public entity pursuant to Title II of the ADA for the Leased Premises and all common areas that service the Leased Premises. Landlord shall obtain all necessary permits, licenses and similar items at its own expense. Landlord certifies that the Property, including the Leased Premises, are or will be free of asbestos or non-contained asbestos on the commencement date and remain so throughout the term of the Lease. If an asbestos inspection has been conducted, Landlord shall furnish a copy to the Senate Sergeant at Arms upon request. Landlord shall certify that the Building or Premises have not been used for the storage or disposal of any toxic or hazardous substances and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the Property. Tenant shall comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law. Tenant will comply, and will cause its employees and agents to comply, with the Building Rules to the extent that the Building Rules do not interfere, conflict or unreasonably restrict the intended use of the Leased Premises or pose a risk to personal safety.
19. **SIGNS:** The Landlord shall provide and pay for standard and suitable Building and suite signage which designates the Senator's office in accordance with Tenant's specifications. Landlord, at Tenant's request, shall include the Tenant's name in all Building directories throughout the Building at no cost to the Tenant. Changes to such directory shall be at no additional cost to the Tenant. Tenant shall maintain all signs installed by Tenant in good condition and in compliance with all applicable federal, state, and local laws and regulations and the Building Rules. Landlord agrees to permit the conspicuous posting of sign(s) in the Building and/or Leased Premises required by statute or regulation for Federal facilities, including but not limited to, notice of the provisions of 18 U.S.C. § 930 (h) concerning the possession of firearms or other dangerous weapons in Federal facilities.
20. **SECURITY:** The Landlord shall provide and pay for security in accordance with Building standards, including adequate lighting in parking areas. Landlord hereby provides authorization for Tenant to continue to provide and/or install security enhancements and the temporary deployment of armed security guards to the Leased Premises at Tenant's sole cost and expense. Tenant shall not be required to return the Leased Premises to their original condition upon the termination or expiration of this Lease.
21. **CAPITAL IMPROVEMENTS:** Capital improvements to the Leased Premises shall be made only upon written application to and/or written approval of the Landlord, which shall not be unreasonably withheld. Any improvement, physical modification, or other alteration so requested by the Tenant or required by state or local code/law after initial occupancy shall be at Landlord's expense. All improvements shall be made in good workmanlike manner, and in accordance with all state and local Building codes and in accordance with the American with Disabilities Act of 1990. All work performed at the

request of the Tenant and the United States Senate Sergeant at Arms must be completed in accordance with Exhibits herein provided. These Space Improvements shall comply with the terms noted in Section 3 of this Lease. Any modifications to the standards and scope of work described in the Exhibits to this Lease must be pre-approved by the United States Senate Sergeant at Arms.

22. **TENANT COOPERATION WITH "GREEN INITIATIVES"**: Tenant agrees to cooperate with Landlord to provide information reasonably required or requested by Landlord to be provided to a regulatory or other recognized entity for the purpose of obtaining accreditation of the Building or the Property for any so-called "green initiatives" such as LEED certification, which cooperation shall include providing electric consumption data or other relevant and non-sensitive data, as determined by the Tenant and Sergeant at Arms Liaison Office, in proper format for reporting to the U.S. Green Building Council or similar or successor authority selected by Landlord. Tenant's cooperation is conditioned upon said certification(s) not resulting in changes to the Lease or the Cleaning Schedule at **Exhibit C**.
23. **ASSIGNMENT**: In order to prevent confusion and delay in making payment, the Landlord shall not assign any claim(s) for amounts due or to become due under this Lease. However, the Landlord is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, and the Anti-Assignment Act, as amended, 41 U.S.C. 6305 (hereinafter collectively referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government entity under this Lease. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the Tenant and the U.S. Sergeant at Arms, pursuant to the notification terms enumerated in Section 2 of this Lease. Unless otherwise stated in this Lease, payments to an assignee of any amounts due or to become due under this Lease assigned may, to the extent specified in the Act, be subject to reduction or set-off. Tenant agrees not to assign or sublet the Leased Premises during the course of the Lease.
24. **SALE OR TRANSFER OF PROPERTY OR LEASED PREMISES**: Landlord shall provide sixty (60) days' prior written notice to Tenant and the United States Senate Sergeant at Arms in the event of any sale to a third party of any part of the Property, Building, or Leased Premises, or Landlord transfers or otherwise disposes of any interest in the Property, Building, or Leased Premises, and provide documentation evidencing such sale or transfer in such notice. Notice shall be sent to the Tenant and United States Senate Sergeant at Arms at the addresses in Section 2 of the Lease. Any sale or transfer of Property, Building, or Leased Premises shall comply with the Act.
25. **BANKRUPTCY AND FORECLOSURE**: In the event that Landlord is placed in bankruptcy proceedings, whether voluntary or involuntary; receives notice that the Property, Building, or Leased Premises is to be foreclosed upon; or any other similar occurrence, the Landlord agrees to notify Tenant and the United States Senate Sergeant at Arms within thirty (30) days in writing at the addresses provided in Section 2 of this Lease.
26. **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT**: Landlord warrants that it holds such title to or other interest in the Leased Premises and other Property as is necessary to the Tenant's access to the Leased Premises and full use and enjoyment thereof in accordance with the provisions of this Lease. Tenant agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Leased Premises, and to any renewal, modification or extension thereof. It is the intention of the Parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Lease. Tenant agrees, however, within thirty (30) business days next following the Tenant and the United States Senate Sergeant at Arms receipt of a written demand, to execute such instruments as Landlord may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the Leased Premises, and to any water, sewer or access easement necessary or desirable to serve the Leased Premises or adjoining Property owned in whole or in part by Landlord if such easement does not interfere with the full enjoyment of any right granted the Tenant under this Lease.

No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Tenant under this Lease so long as the Tenant is not in default under this Lease. Landlord will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or

in a separate non-disturbance agreement, a provision to the foregoing effect. Landlord warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the United States Senate Sergeant at Arms promptly upon demand.


In the event of any sale of the Leased Premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Tenant will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Leased Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Landlord under this Lease, so as to establish direct privity of estate and contract between Tenant and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the Lease had initially been entered into between such purchasers or transferees and the Tenant; provided, further, that the Tenant and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

None of the foregoing provisions may be deemed or construed to imply a waiver of the Tenant's rights as a United States Government entity.

27. **ESTOPPEL CERTIFICATE(S):** Tenant will cooperate on Landlord's request for an estoppel certificate relating to the Leased Premises, which will not be unreasonably withheld. Landlord should request an estoppel certificate thirty (30) days prior to the date needed and send a properly completed request form to the Tenant with a copy to the United States Senate Sergeant at Arms at the addresses provided for notice in Section 2 of the Lease. The Landlord shall provide a copy of the signed estoppel certificate to the Sergeant at Arms' State Office Liaison promptly upon receipt of the certificate from the Tenant.
28. **TENANT'S PERFORMANCE:** The Tenant enters into this Lease on behalf of the United States Senate. However, neither the Senate nor its Officers assume any liability for the performance of the Lease. Payments approved by the Sergeant at Arms and disbursed by the Secretary of the Senate of amounts due the Landlord by the Tenant under the terms of this Lease are made solely on behalf of the Senator, as tenant of the Lease, in the Senator's official and representational capacity. The Landlord agrees to look solely to the Tenant for default of payment or otherwise, and such Senator, in his official capacity, assumes all liability for performance of this Lease. Landlord shall provide Tenant and the Senate Sergeant at Arms written notification of any default made by Tenant under the terms of this Lease. Prior to the Landlord taking any action against Tenant for default, Tenant shall have sixty (60) days to cure any default after receipt of written notification from Landlord; however, if such default cannot be cured within such period, Tenant shall have such reasonable period of time as needed to cure such default. Tenant shall not be subject to surcharges, charges, attorney's fees, interest, penalties or similar fees arising from Tenant's default or otherwise.
29. **CONFLICT OF INTEREST:** The Landlord certifies and warrants that the Landlord has no conflict of interest, direct or indirect, financial or otherwise, which would be applicable to the performance of the obligations covered by this Lease. If an allegation of a conflict of interest is brought to the attention of the United States Senate, the Landlord agrees to fully cooperate with any investigation of the allegation(s), and will disclose to the United States Senate any other contract(s) to which the Landlord is a party, public or private, or which the Landlord undertakes during the period of this Lease, including contracts entered into during the period of this Lease, which include duties to be fulfilled after the termination of this Lease. Landlord further certifies and warrants that this Lease is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Landlord and Tenant certify that the Parties are not relatives nor have had, or continue to have, a professional or legal relationship, except as a Landlord and Tenant. Further, Landlord certifies and warrants that Landlord is not currently suspended, debarred, or otherwise ineligible from contracting with the Government.
30. **INCORPORATION:** This Lease constitutes the entire agreement between the Parties and each Party hereto agrees and acknowledges that there are no other agreements, understandings or obligations except as those set forth herein.
31. **MODIFICATIONS:** Any changes, additions, modifications, or amendments to the Lease agreement which are inconsistent with the sections set forth herein shall have no force and effect to the extent of such inconsistency unless modified by mutual written agreement by the Parties and approved by the United States Senate Sergeant at Arms. Copies of any

proposed modifications shall promptly be provided to the United States Senate Sergeant at Arms at the notice address in Section 2 of this Lease. Any changes, additions, modifications or amendments to the Lease inconsistent with or contrary to Law or Public Policy, including but not limited to, 2 U.S.C. § 6317 (Home State office space for Senators; Lease of office space); 28 U.S.C. §§ 2671-2680 (Federal Tort Claims Act); 31 U.S. Code § 3727 (Assignment of Claims Act); 41 U.S. Code § 6305 (Anti-Assignment Act); and 31 U.S.C. §§ 1341, 1517(a) (Anti-deficiency Act), shall be null and void.

32. **TERMS SEPARATE AND INDEPENDENT:** Each covenant, agreement, obligation, term, condition, section, or other provision contained in this Lease shall be deemed and construed as a separate and independent covenant of the Party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.
33. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to each and every provision of this Lease including delivery of the leased Premises.
34. **ENFORCEABILITY:** If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the Parties as set forth herein. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located.
35. **FORCE MAJEURE:** Neither Party to this Lease shall be liable for non-performance of any obligation under this Lease if such non-performance is caused by a Force Majeure event. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents. If the Building in which the Leased Premises are located is totally destroyed or damaged by fire, flood, natural disaster, or other casualty, this Lease shall immediately terminate. If the Building in which the Premises are located or the Common Areas providing access to the Leased Premises are only partially destroyed or damaged, so as to render the Leased Premises untenable, unsafe, or not suitable for Tenant's full use and enjoyment of the Leased Premises for the intended purpose, the Landlord shall have the option to elect to repair and restore the Leased Premises and Property or terminate the Lease. The Landlord shall be permitted a reasonable amount of time, not to exceed sixty (60) days from the event of destruction or damage, to repair or restore the Leased Premises and Property, provided that the Landlord submits to the Tenant and the United States Senate Sergeant at Arms a reasonable schedule for repair of the Leased Premises and Property within thirty (30) days of the event of destruction or damage. If the Landlord fails to timely submit a reasonable schedule for completing the work, the Tenant or the United States Senate Sergeant at Arms may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Landlord elects to repair or restore the Leased Premises and Property, but fails to repair or restore the Leased Premises and Property within sixty (60) days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Tenant or the United States Sergeant at Arms may terminate the Lease effective as of the date of the destruction or damage. During the time that the Leased Premises are unoccupied by Tenant, rent shall be abated.
36. **COMMON AREA:** Landlord grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers, and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas of the Building as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Building. Tenant shall not be responsible for any costs associated with the use, maintenance, or improvements of the Common Areas.
37. **CHANGED CIRCUMSTANCES:** In the event that the Landlord makes or encounters adjustments during the term of this Lease, such as, but not limited to, building hours, access policies, security enhancements, building upgrades, or infrastructure improvements, that result in or require an increased cost or "pass through" will not be charged to the Tenant.

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38. **COUNTERPARTS:** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
 39. **SECTION HEADINGS:** The captions and section headings in this Lease are for convenience only and do not in any way define, limit, describe or amplify the terms of this Lease.
 40. **PUBLICATION:** Landlord warrants and agrees to provide Tenant and the United States Senate Sergeant at Arms with prior notice of any communication to third parties regarding Tenant's use of the Leased Premises. Landlord will provide Tenant and the United States Senate Sergeant at Arms with at least 72 hours advance notice prior to the transmittal of the communication, including the content of the communication. If Tenant or the United State Senate Sergeant at Arms notifies Landlord of any inaccuracies in content of communication regarding Tenant's use of the Leased Premises, Landlord shall immediately remedy the inaccuracies prior to publication of the communication.

Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

LANDLORD:

TENANT:

Honorable Harold Copenhaver
Mayor, City of Jonesboro

Honorable John Boozman
United States Senator

Date

Date

Attested by:
April Leggett
City Clerk, City of Jonesboro

Date

Rider 1 **ADDITIONAL DEFINITIONS**

“ADA” means the Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.), as amended and supplemented from time to time.

“Affiliate” means (i) any entity controlling, controlled by, or under common control of, Tenant, (ii) any successor to Tenant by merger, consolidation or reorganization, and (iii) any purchaser of all or substantially all of the assets of Tenant as a going concern.

“Agents” of a Party means such Party’s employees, agents, representatives, contractors, licensees or invitees.

“Alteration” means any addition, alteration or improvement to the Premises or Property, as the case may be, including, without limitation, the Tenant Work.

“BASE RENT” means the amount payable by Tenant to Landlord under this Lease, not including any additional amortized costs.

“Building Rules” means the rules and regulations attached to this Lease as **Exhibit B** as they may be amended by Landlord from time to time with notice of the amendments provided to the Tenant and the United States Senate Sergeant at Arms.

“Building Systems” means any electrical, mechanical, structural, plumbing, heating, ventilating, air conditioning, sprinkler, life safety, security or other systems serving the Building.

“Common Areas” means all areas and facilities as provided by Landlord from time to time for the use or enjoyment of all Tenants in the Building or Property, including, if applicable, lobbies, hallways, restrooms, elevators, driveways, sidewalks, parking, loading and landscaped areas.

“Environmental Laws” means all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the federal Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.

“Government” means all aspects of the federal government of the United States of America.

“Hazardous Materials” means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is regulated, restricted, or prohibited by any Environmental Law.

“Land” means the lot or plot of land on which the Building is situated or the portion thereof allocated by Landlord to the Building.

“Latent Defect” means a defect in the Premises found after the Tenant takes possession, discovered through the normal use of the Premises and not typically found through normal inspection/investigation techniques. The defect can be in either the materials and/or workmanship used in the Premises.

“Laws” means all laws, ordinances, rules, orders, regulations, guidelines and other requirements of federal, state or local governmental authorities or of any private association or contained in any restrictive covenants or other declarations or agreements, now or subsequently pertaining to the Property or the use and occupation of the Property.

“Lease Year” means the period from the Commencement Date through the succeeding 12 full calendar months (including for the first Lease Year any partial month from the Commencement Date until the first day of the first full calendar month) and each successive 12-month period thereafter during the Term.

“Maintain” means to provide such maintenance, repair and, to the extent necessary and appropriate, replacement, as may be needed to keep the subject Property in good condition and repair and, at Landlord’s election, in compliance with any current or future accreditation of the Building for any so-called “green initiatives”.

“Mortgage” means any mortgage, deed of trust or other lien or encumbrance on Landlord’s interest in the Property or any portion thereof, including without limitation any ground or master Lease if Landlord’s interest is or becomes a Leasehold estate.

“Mortgagee” means the holder of any Mortgage, including any ground or master lessor if Landlord’s interest is or becomes a Leasehold estate.

“Usable square feet” means the amount of space the tenant occupies measured from the office side of the common corridor walls, the inside of exterior building walls, and the middle of partition walls separating the tenant’s space from space occupied by other tenants. The measurement of usable square feet does not include building service areas, such as building lobby and corridors; fire control center and equipment; restrooms and janitors’ closets; mechanical, electrical and communications rooms and closets; truck loading, receiving and trash; or building management and maintenance.

“Normal Business Hours” means 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise agreed to by Landlord and Tenant; legal holidays excepted.

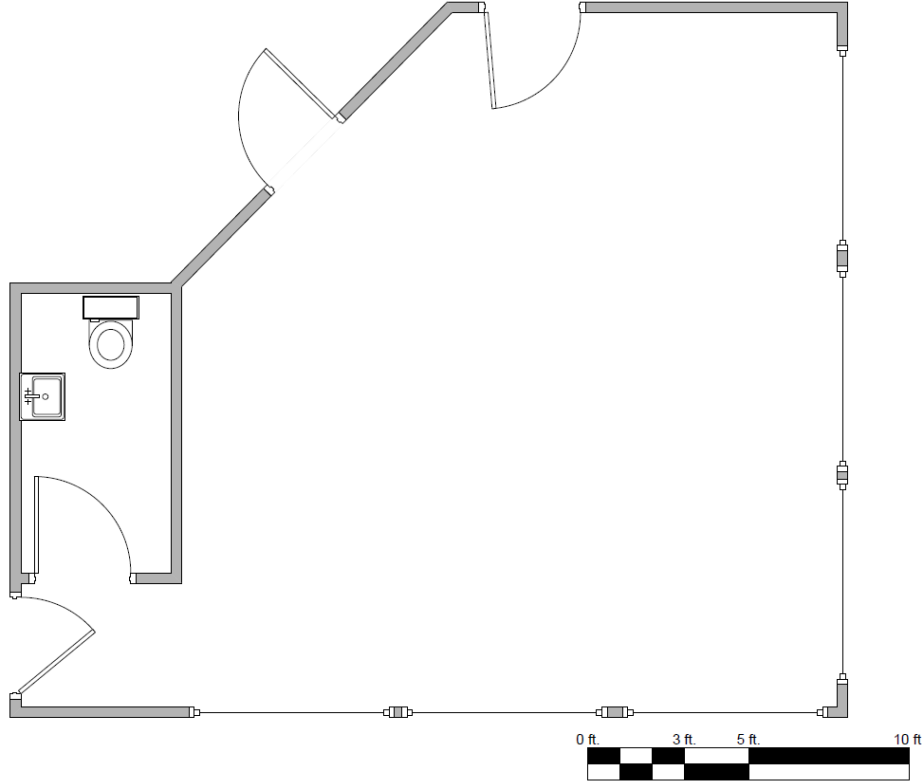
“Property” means the Land, the Building, the Common Areas, and all appurtenances to them.

“Transfer” means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant’s interest in this Lease, (ii) any sublease, license or concession of all or a portion of Tenant’s interest in the Premises, or (iii) any transfer of a direct or indirect controlling interest in Tenant.

“Substantial Completion or Conformity” means the Premises may be used for its intended purpose and the completion of any remaining work will not unreasonably interfere with Tenant’s enjoyment of the Premises. On the Commencement Date, the Property, Building and Premises must be in compliance with all applicable laws, regulations and local ordinances; be properly zoned according to the intended use, and Landlord must have a valid Certificate of Occupancy for the Building or Premises as required by local authorities.

EXHIBIT A PLAN SHOWING PREMISES

PROPERTY OF THE UNITED STATES GOVERNMENT - FOR OFFICIAL USE ONLY
Do not remove this notice - Properly destroy documents when no longer needed



Senator Boozman
Municipal Center
300 South Church Street
Suite 400
Jonesboro, AR
72401


 United States Senate
 Sergeant at Arms
 State Office Security

REVISION			
NO.	DATE	BY	ACTIVITY/DESCRIPTION
E	01/14/20	JJB	AS-BUILT per install
D	11/13/19	JJB	add access keypad
C	08/01/12	JJB	AS-BUILT per T&I
B	07/18/11	JJB	add 2 drs, 2 contacts, 2 DMAS, and 1 cam missed by NAFSS
A	03/28/11	JJB	add existing bathroom to dwg

Drawn by John J. Brennan Checked by _____
 Approved by _____ Date 02-18-11

TITLE:
 Senator Boozman
 Jonesboro Office

SCALE: 1/4" = 1'

DISCIPLINE:
 DRAWING NO.:

SHEET 1 of 1

FILENAME:
 011420E AS-BUILT Boozman
 Jonesboro.indd



**EXHIBIT B
BUILDING RULES & REGULATIONS**

Building Rules & Regulations have not been provided to Senator John Boozman's office or the United States Senate Sergeant at Arms.



EXHIBIT C CLEANING SCHEDULE

DAILY – FIVE DAYS PER WEEK

1. Empty all waste baskets and receptacles. Replace soiled liners and transport to dumpster area for removal. Adhere to recycling program. Any spillage is to be cleaned immediately.
2. Dust all uncluttered horizontal surfaces on the following: desks, credenzas, bookcases, chairs, file and storage cabinets, tables, pictures and frames (as needed), counters, ledges, shelves, and telephones.
3. Vacuum all carpeted traffic areas and remove minor carpet stains.
4. Service/clean all restrooms, including the replenishment of paper products.

ANNUALLY

1. Conduct deep professional carpet cleaning.

**EXHIBIT D
SELF-CERTIFICATION LETTER**

PLEASE DO NOT SIGN THIS COPY

Debarment and Suspension Certifications

- (a) The Landlord certifies to the best of its knowledge and belief that:
- i) the Landlord and/or any of its principals are ___ are not ___ [INDICATE ONE] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or instrumentality of the Senate;
 - ii) the Landlord and/or any of its principals have ___ have not ___ [INDICATE ONE], within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii) the Landlord and/or any of its principals are ___ are not ___ [INDICATE ONE], currently indicted for or otherwise criminally or civilly charged by any federal, state or municipal agency with commission of any of the offenses enumerated in paragraph (a)(ii) of this provision.
 - iv) the Landlord and/or any of its principals has ___ has not ___ [INDICATE ONE] within a three (3) year period preceding this offer had one or more contracts terminated by default by any federal, state or municipal agency.
- (b) For purposes of this provision, principals is defined as officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity.
- (c) The Landlord shall provide immediate written notification to the Sergeant at Arms State Office Operations if, at any time prior to the lease execution, the Landlord learns that its certification was erroneously by reason of changed circumstances.
- (d) A certification that any of the items in paragraph (a) above exists will not necessarily result in withholding of award. The certification will be used in connection with a determination of the Landlord's responsibility.

Name and Title of Certifying Officer

Date

Signature

**EXHIBIT E
RENT PAYMENT INVOICE**

XYZ COMPANY
Your Company Slogan

INVOICE

123 Any Boulevard, Suite # 0
Any Ville, ST 09876
555-532-6000

DATE: May 18, 2017
INVOICE # 100
FOR: *Leased Office Space*

Bill To:
U.S. SENATE SERGEANT AT ARMS
Attn: Accounts Payable
Postal Square Building, 6th Floor
Washington, DC 20510

RENT PAYMENT INVOICE

DESCRIPTION	AMOUNT
MONTHLY RENT <i>Senator Congress 123 Any Street Suite # 2B Any Town, ST 12345</i>	\$ XX.xx
TOTAL	\$ XX.xx

Make all checks payable to **XYZ COMPANY**
123 Any Lane, Suite # Not 2B
Any Where, ST 67890

TAX ID#: 00-00000000

If you have any questions concerning this invoice, contact **Ms. Susie Paysalot**
555.532.6521
susie@xyzcompany.com

THANK YOU FOR YOUR BUSINESS!