

**Department of Transformation and Shared Services**

Governor Asa Hutchinson
Secretary Amy Fecher
Director Anne Laidlaw

February 23, 2022

Marty Garrity, Director
Bureau of Legislative Research
One Capitol Mall
Little Rock, AR 72201

Re: State Lease Agreement 60-520-P3033 – Commerce – Division of Workforce Services, Rehabilitation Services
North Little Rock, Pulaski County, AR
Contract Disclosure for Representative Andrew Collins

Dear Mrs. Garrity:

Please find enclosed, a copy of the Lease Agreement between JBB Cypress, LLC, as Lessor, and the Department of Commerce, Division of Workforce Services, Rehabilitation Services, as Lessee. Since Representative Andrew Collins (33% partner of JBB Cypress, LLC) is currently serving a term as State Representative/District 35, Ark. Code Ann. § 21-1-403 provides certain restrictions on state agency leases, agreements, contracts, and grants. Subsection (a)(2) mandates that:

- (a) No constitutional officer may enter into any lease agreement, contract, or grant with any state agency unless:.....
- (2) If competitive bidding or a request for proposal was not required by law, it has received the prior approval of the Joint Budget Committee during legislative sessions, the Legislative Council between legislative sessions, and the Governor.

The attached Lease Agreement is being presented for review of the Joint Budget Committee / Arkansas Legislative Council. A similar request has been provided to the Governor's Office for the Governor's review and approval also. Additionally, the disclosure under EO98-04 was sent to Anthony Black, TSS Office of State Procurement and is pending approval. As you may be aware, real estate lease transactions are exempt from state procurement competitive bidding laws and are procured under the Building Authority Minimum Standards and Criteria. In fact, negotiations for lease agreements are clearly contemplated in Ark. Code Ann. §22-2-114. The term renewal for the referenced lease is to begin on March 1, 2022 and expire February 29, 2024.

Should you have any questions, please do not hesitate to contact me at 501-319-6551 or Anne Laidlaw at 682-5568.

Sincerely,

A handwritten signature in blue ink that reads "Amy Fecher".

Amy Fecher

Attachments

Division of Building Authority

DBA Lease Profile

County# 60 Agency #: 520 Lease Number: P3033

Lease Information:

Lessee Name: Ark Dept of Career Ed - Div of Rehabilitation Services

Lessor Name: JBB Cypress, LLC

Lessee Contact: Denyce Frisco

Lessor Contact: Will Collins

Principal: Andrew J. Collins III

Lessee Address: 525 West Capitol Avenue
Little Rock AR

Lessor Address: 2200 North Rodney Parham Road
Little Rock AR

Agency Disclosure:

Premises Information:

Property Name: Premises Sq Ft: 5000 Unit/Suite #: 113

Lease Address: 3901 McCain Park Drive North Little Rock Pulaski

Service Code*: OF

Lease Terms:

Initial Rate/SF: \$14.08

Original Term Commencement: 3/1/2017

Lease Type: A

Term Start Date: 3/1/2017

Renewal Option?

Term End Date: 2/28/2022

Financial Information: Rent Escalation? Yes Pymt Periods/Yr 12 Pymt Amt: \$5,866.67

Annual Rent Yr 1	\$70,400.04	Annual Rent Yr 4	\$76,928.04
Annual Rent Yr 2	\$72,512.04	Annual Rent Yr 5	\$79,235.88
Annual Rent Yr 3	\$74,687.40	Annual Rent Yr 6	

Comments: New five (5) year lease for Rehab Services. Agency went through RFP process, but found nothing suitable, so they were able to deal directly with this Lessor.
Energy Star Rating = 94. Pest control and HVAC filters/maintenance done quarterly.

* Service Code Legend: OF = Office, Full Service
OP = Office, Partial Services
ON = Office, No Services
CR = Classroom
CL = Clinic/Office

ST = Storage
WA = Warehouse
LA = Land
LQ = Living Quarters/Residential
XX = Miscellaneous/Other

DBA Use Only

JWL

Transmit Date: 12-29

STATE OF ARKANSAS LEASE AGREEMENT

This Lease is made this 27th day of December, 2016, by which Lessor leases the PREMISES to Lessee through DBA, Lessee's Leasing Agent.

For the purposes of this Lease Agreement the following definitions apply:

"LESSOR" means: JBB CYPRESS, LLC, an Arkansas Limited Liability Company.

"LESSEE" means: ARKANSAS DEPARTMENT OF CAREER EDUCATION - DIVISION OF REHABILITATION SERVICES, 525 West Capitol Avenue, Little Rock, Arkansas 72201, an agency of the State of Arkansas.

"DBA" means the Real Estate Services Section of Department of Finance and Administration, Division of Building Authority. By law DBA is the leasing agency for LESSEE. Arkansas Code Annotated §22-2-114. DBA is not an additional LESSEE and therefore shall not owe any rent.

"PREMISES" means the property which is the subject of this Lease which is further described in paragraph #1.

1. DESCRIPTION OF PREMISES:

Approximately 5,000* square feet of office space and adequate automobile parking spaces, further described in Floorplan of Premises, attached hereto and incorporated herein by reference as Exhibit "A", located at 3901 McCain Park Drive, Suite 113; all situated in the City of North Little Rock, County of Pulaski, Arkansas.

2. TERM:

The initial term will begin March 1, 2017 and end on February 28, 2022. The LESSEE may elect to extend the term not more than ninety (90) days upon the same terms by written notice to LESSOR, not less than thirty (30) days before the end of the initial term.

3. RENT:

The LESSEE agrees to pay *\$5,866.67 per calendar month on or before the tenth (10) day of each such period, upon invoice from the LESSOR. If the Term commences on a day other than the

first day of a calendar month, then the installment of the Rent for such month shall be prorated upon a daily basis at the rate of \$192.88 per day and payable to LESSOR at: 2200 North Rodney Parham Road, Little Rock, Arkansas 72212.

**See Special Provision 10(m) for rent schedule.*

4. UTILITIES AND SERVICES:

The LESSOR will furnish the following utilities and services:

Yes - Electric	Yes - Elevator Service
Yes - Gas	Yes - Trash Removal
Yes - Water and Sewer	Yes - Janitorial Services and Supplies
Yes - Lamps, tubes, ballast and replacements	

5. MAINTENANCE, REPAIR AND REPLACEMENT:

The LESSOR shall maintain the leased PREMISES, including the building and all equipment, fixtures, and appurtenances furnished by the LESSOR under this Lease, in good repair and tenantable condition, except in case of damages arising from the acts of the LESSEE'S agents or employees. For the purpose of so maintaining said PREMISES and property, the LESSOR may at reasonable times, and with the approval of the authorized LESSEE representative in charge, enter and inspect the same and make any necessary repairs hereto. The LESSOR shall be responsible for maintaining all structural supports and exterior walls of the building, including windows, doors, and passageways from the lobby, street and parking areas leading to the leased property, and the adjacent sidewalks and entrance lobby, in good order and repair, and free of snow, ice, rubbish and other obstructions.

LESSOR shall provide lawn and plant maintenance and shall provide quarterly pest control service. LESSOR shall maintain in good working order and repair all plumbing, toilet facilities and other fixtures and equipment installed for the general supply of hot and cold water, heat, air-conditioning (including quarterly maintenance and filters). LESSOR shall conduct semi-annual HVAC inspections.

6. FAILURE TO PERFORM:

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this Lease are dependent. If the LESSOR shall breach any of the conditions required to be performed by it under this Lease, LESSEE may cure such breach and deduct the cost thereof from rent subsequently becoming due hereunder. If LESSOR fails to correct a deficiency within thirty (30) days after written notice from DBA and LESSEE, or within an appropriate shorter period stated in the notice, in the event of a deficiency constituting a hazard to

the health and safety of the LESSEE'S employees, property, or any other person, DBA and LESSEE may elect to terminate this Lease.

Nothing shall prohibit the LESSEE from extending the time periods stated above if LESSEE determines that it is in its best interest to do so and LESSEE determines that the LESSOR is diligently seeking to cure such failure or breach and the deficiency can be corrected within the extended time period in a manner that will ensure throughout the time period as well as upon completion, the safety of the LESSEE'S employees, property and other persons.

7. DAMAGE BY FIRE OR OTHER CASUALTY:

LESSOR shall bear the risk of loss by fire or other casualty and shall maintain fire and extended coverage insurance to the full replacement value of the PREMISES. If the PREMISES are destroyed by fire or other casualty, this Lease will immediately terminate. In case of partial destruction or damage, so as to render the PREMISES unsuitable for the purposes for which they are leased, as determined by LESSEE and DBA, the LESSEE, may terminate the Lease by giving written notice to the LESSOR through DBA, within fifteen (15) calendar days thereafter; if so terminated, no rent will accrue to the LESSOR after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

Nothing shall prohibit the LESSEE from extending the time periods stated above if LESSEE determines that it is in its best interest to do so and determines in addition that the LESSOR is diligently seeking to cure the partial destruction or damage and the partial destruction or damage can be corrected within the extended time period in a manner that will ensure throughout the time period as well as upon completion, the safety of the LESSEE'S employees, property and other persons.

8. ALTERATIONS:

The LESSEE may attach fixtures and install signs in or to the PREMISES with LESSOR'S approval, which shall not be unreasonably withheld. Such fixtures and signs shall remain the property of LESSEE and may be removed from the PREMISES within a reasonable time after the termination of this Lease provided the LESSEE shall restore the PREMISES to a condition as good as at the beginning of this Lease, ordinary wear and tear excepted.

DBA, acting as agent for LESSEE, may during the course of this Lease negotiate with LESSOR for other improvements to be made in the PREMISES. No additional cost or fee for services or work will be charged by LESSOR without the prior written authorization of DBA.

9. TERMINATION:

In addition to other remedies provided herein, the LESSEE may terminate this Lease by thirty (30) days written notice to LESSOR by DBA if the LESSEE'S funds are insufficient for it to continue the operations for which the PREMISES are being used.

10. SPECIAL PROVISIONS:

The parties agree that the terms and conditions of this Lease shall be read together and harmonized whenever possible; however in the event of a conflict between Section 10 or Section 11 and any other provisions elsewhere in this Lease Agreement, the provisions contained in Sections 1-10 (Special Provisions (a) through (e)) and Section 11 (Miscellaneous (a) through (e)) shall prevail.

- (a) LESSOR shall be responsible that this facility conforms to the Arkansas Fire Prevention Code, as amended, Arkansas State Plumbing Code, The National Electrical Code, and any other state and local laws, codes, authorities, etc., applicable to the leased facility including the Arkansas adopted Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG).
- (b) Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any LESSOR, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the LESSEE.
 - (1) The LESSOR shall prior to assigning this Lease with any person or entity, for which the total consideration is greater than \$25,000.00 requires the assignee to complete a Contract and Grant Disclosure and Certification Form. The LESSOR shall ensure that any contract agreement, current or future between the LESSOR and an assignee for which the total consideration is greater than \$25,000.00 shall contain the following:

Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this Sublease. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the LESSEE.
 - (2) The LESSOR shall transmit to the agency a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the assignee and a statement containing the dollar amount of the Sublease. The LESSOR shall transmit to DBA a copy of the disclosure form within ten (10) days of entering into any agreement with assignee.
 - (3) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.
- (c) The LESSOR hereby acknowledges that it is the LESSOR'S sole agent for these lease negotiations and states that the named broker(s) is licensed by the State of Arkansas for such transactions.
- (d) The State shall not be responsible for the payment of any taxes or assessments for the PREMISES.

- (e) LESSOR asserts that it is the true owner of the PREMISES and the LESSOR'S rights to the PREMISES are not pursuant to a lease or sublease.
- (f) The LESSOR, LESSEE and DBA agree that should the Lease expire prior to the execution of any proposed Amendment Agreement, the parties agree that the Lease is hereby reinstated and ratified upon the Amendment Agreement being fully executed by the parties. The provisions, terms, and conditions of any subsequent Amendment Agreement shall govern in the event of conflict or inconsistencies, or both. This paragraph should not be construed between the parties as an agreement that the Lease will be extended for additional terms, but rather as an option between the parties to enter into the future negotiations for additional terms should they so desire.
- (g) LESSOR agrees to construct therein described PREMISES as specified in the Construction Documents attached hereto and incorporated herein as Exhibit "A". The work shall conform to any and all applicable federal, state, and local laws, rules, regulations and codes as reference in #10 Special Provisions (a). The LESSOR shall complete those improvements found in Exhibit "A" and Exhibit "C" at LESSOR'S cost which is estimated at approximately \$134,500.00.
- (h) Following the execution of the Lease Agreement by all parties, the LESSOR shall submit Construction Documents (floor plan and improvement specifications) to DBA for approval within fourteen (14) calendar days after initial floor plan has been approved.
- (i) Upon approval of the Architectural Construction Documents by DBA, LESSOR shall commence construction/renovation work. Completion of all such work shall be on or before February 15, 2017 with occupancy to begin no later than March 1, 2017. DBA reserves the right to make periodic inspections of the PREMISES at any time during the course of construction or renovation. The LESSOR shall notify DBA, in writing, when work has been completed and the PREMISES is ready for inspection. Upon receipt of said notice, DBA, LESSEE and LESSOR/Architect shall conduct an inspection to establish any items that are incomplete or not acceptable according to the final plans and specifications, compile a "Punch List", and furthermore determine whether the PREMISES has reached a level that will allow the LESSEE to conduct normal business operations, thus achieving "Substantial Completion", as hereinafter referred.

Once the initial inspection, Punch List and Substantial Completion, including issuance of a "Certificate of Occupancy" or Letter of Acceptance from local officials have been established, DBA shall notify LESSEE occupancy shall occur. The existence of a "Punch List" does not invalidate Substantial Completion of the PREMISES. DBA and LESSOR/Architect shall determine a "reasonable" completion date for any "Punch List" items, which shall be formalized in writing by DBA. Upon LESSOR'S notification of "Punch List" completion, a second inspection shall be conducted between the LESSEE and LESSOR and final acceptance shall occur. **For purposes of this section, time is of the essence.**

- (j) Upon receipt of the final and complete Architectural Construction Documents from LESSOR, any changes or revisions to said documents shall be requested through DBA, who if in agreement with the purposed changes or revision, will provide an authorized Change Order form, executed by all parties. Any delays in occupancy due to changes during the Construction Phase or Renovation Phase of the Lease Agreement shall not invalidate this Agreement.

- (k) Prior to Substantial Completion LESSOR shall furnish DBA a "Certificate of Occupancy" confirming each Final Inspection has been conducted and approved.
- (l) In the event that occupancy cannot occur on the date set forth in this Lease Agreement due to acts or omissions of LESSOR, DBA shall prepare a Commencement Lease to revise the lease effective date. LESSOR and LESSEE agree rental for the first month of occupancy occurring on a date other than the first day of the month shall be prorated on a daily basis according to Section 3. "Rent". In no event shall LESSEE or DBA be required to pay any rental increases or penalties.
- (m) Rent for the PREMISES shall be according to the following schedule for the term of the Lease:

Term	Rate	SF	Monthly Rent	Annual Rent
03/01/17 to 02/28/18	\$14.08	5,000	\$5,866.67	\$70,400.04
03/01/18 to 02/28/19	\$14.50	5,000	\$6,042.67	\$72,512.04
03/01/19 to 02/28/20	\$14.94	5,000	\$6,223.95	\$74,687.40
03/01/20 to 02/28/21	\$15.39	5,000	\$6,410.67	\$76,928.04
03/01/21 to 02/28/22	\$15.85	5,000	\$6,602.99	\$79,235.88
Total				\$373,763.40

- (n) LESSOR shall maintain the PREMISES throughout the term of this Lease in accordance with the Tenantable Condition Checklist, which is attached and incorporated herein by reference as Exhibit "B".
- (o) Pursuant to Governor's Executive Order 09-07(3), LESSOR acknowledges and agree that this Lease Agreement and any future renewals will be subject to:
- (1) The verification of LESSOR'S degree of implementation of various energy savings policies, practices, products, building equipment and services in order for the leased PREMISES (Building) to reach the goal of an EPA Energy Star rating of 50 or above; and
 - (2) LESSOR's ability to enter and complete a minimum of twenty-four (24) months* utility history into EPA's online Energy Star Portfolio Manager for utility benchmarking, and allow DBA, or the LESSEE, or both, access to the online data for verification purposes.

Furthermore, LESSOR shall certify that the data reported online in Energy Star Portfolio Manager by or on behalf of the LESSOR for energy-efficiency scoring is true and accurate. Validation of the data shall be provided through a third-party professional certification or a sworn statement of the Lessor/Owner. If it is found that any data has been falsely reported to manipulate the Energy Star score, such action may be considered a default of the terms of the Lease and the Lease may be terminated upon thirty (30) days written notice.

In addition to the above, the LESSEE shall be responsible for ensuring internal policies and practices work in concert with the LESSOR'S effort to achieve the goals stated above, and will

encourage the LESSOR to pursue replacement of less efficient equipment, products and fixtures whenever possible and practical within the lease term to assist the LESSOR'S commitment to reduce energy consumption within the PREMISES.

*(*Applicable if premises were owned by the LESSOR for the previous 24 months; if not, whatever data is available at the time of Lease execution.)*

11. MISCELLANEOUS:

- (a) The Lease and any modifications or amendments to it will not be valid without the written approval of DBA.
- (b) This Lease shall benefit and bind the parties hereto and their heirs, personal representatives, successors and assigns.
- (c) The LESSEE may terminate this Lease by written notice from DBA to LESSOR upon the taking by eminent domain of any part of the PREMISES. This provision does not prevent the LESSEE from claiming or recovering from the condemning authority the value of LESSEE'S leasehold interests.
- (d) Nothing in this Lease shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.
- (e) This Lease contains the entire agreement of the parties.

Executed by the parties who individually represent that each has the authority to enter into this Lease.

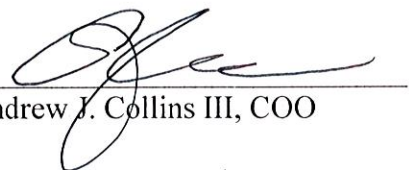
LESSOR:

LESSEE:


JBB CYPRESS, LLC , BY ITS MANAGER
CYPRESS PROPETIES, INC.

ARKANSAS DEPARTMENT OF CAREER
EDUCATION, DIVISION OF
REHABILITATION SERVICES

By:


Andrew J. Collins III, COO

By:


Alan McClain, Commissioner

Date:

12/27/16

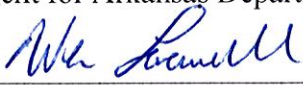
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12/28/16

DIVISION OF BUILDING AUTHORITY

As Agent for Arkansas Department of Career Education, Division of Rehabilitation Services

By:


Wes Lacewell, Administrator
of Real Estate Services

By:


Anne W. Laidlaw, Director

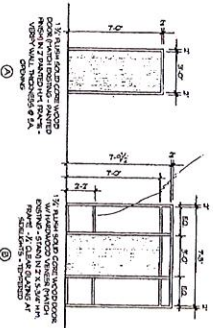
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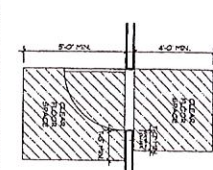
Date:

12/29/16

EXHIBIT "A"



- 2 DOOR & HARDWARE SCHEDULE**
SCALE: 1/4" = 1'-0"
1. 1 1/2" DIA. ROUND DOOR HANDLE
2. 1 1/2" DIA. ROUND DOOR LOCK
3. 1 1/2" DIA. ROUND DOOR KNOB
4. 1 1/2" DIA. ROUND DOOR LATCH
5. 1 1/2" DIA. ROUND DOOR STRIKE
6. 1 1/2" DIA. ROUND DOOR BUSHING
7. 1 1/2" DIA. ROUND DOOR WASHER
8. 1 1/2" DIA. ROUND DOOR SPACER
9. 1 1/2" DIA. ROUND DOOR GASKET
10. 1 1/2" DIA. ROUND DOOR SEAL



- 3 ADA CLEARANCE REQUIREMENTS**
SCALE: 3/8" = 1'-0"
1. MINIMUM CLEARANCE UNDER DOOR: 4" (MAXIMUM UNDER DOOR: 1/2")
2. MINIMUM CLEARANCE UNDER DOOR: 4" (MAXIMUM UNDER DOOR: 1/2")
3. MINIMUM CLEARANCE UNDER DOOR: 4" (MAXIMUM UNDER DOOR: 1/2")
4. MINIMUM CLEARANCE UNDER DOOR: 4" (MAXIMUM UNDER DOOR: 1/2")
5. MINIMUM CLEARANCE UNDER DOOR: 4" (MAXIMUM UNDER DOOR: 1/2")

- FINISH NOTES:**
- REMOVE EXISTING WALLS, CEILING, FLOORING, AND FINISHES TO EXPOSE STRUCTURE.
 - REMOVE EXISTING WALLS, CEILING, FLOORING, AND FINISHES TO EXPOSE STRUCTURE.
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- KEYED DETAIL NOTES:**
- REMOVE EXISTING WALLS, CEILING, FLOORING, AND FINISHES TO EXPOSE STRUCTURE.
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- TOILET ACCESSORIES:**
- REMOVE EXISTING WALLS, CEILING, FLOORING, AND FINISHES TO EXPOSE STRUCTURE.
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- 1 RENOVATION FLOOR PLAN**
SCALE: 1/4" = 1'-0"
1. REMOVE EXISTING WALLS, CEILING, FLOORING, AND FINISHES TO EXPOSE STRUCTURE.

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9. REMOVE EXISTING WALLS, CEILING, FLOORING, AND FINISHES TO EXPOSE STRUCTURE.

10. REMOVE EXISTING WALLS, CEILING, FLOORING, AND FINISHES TO EXPOSE STRUCTURE.

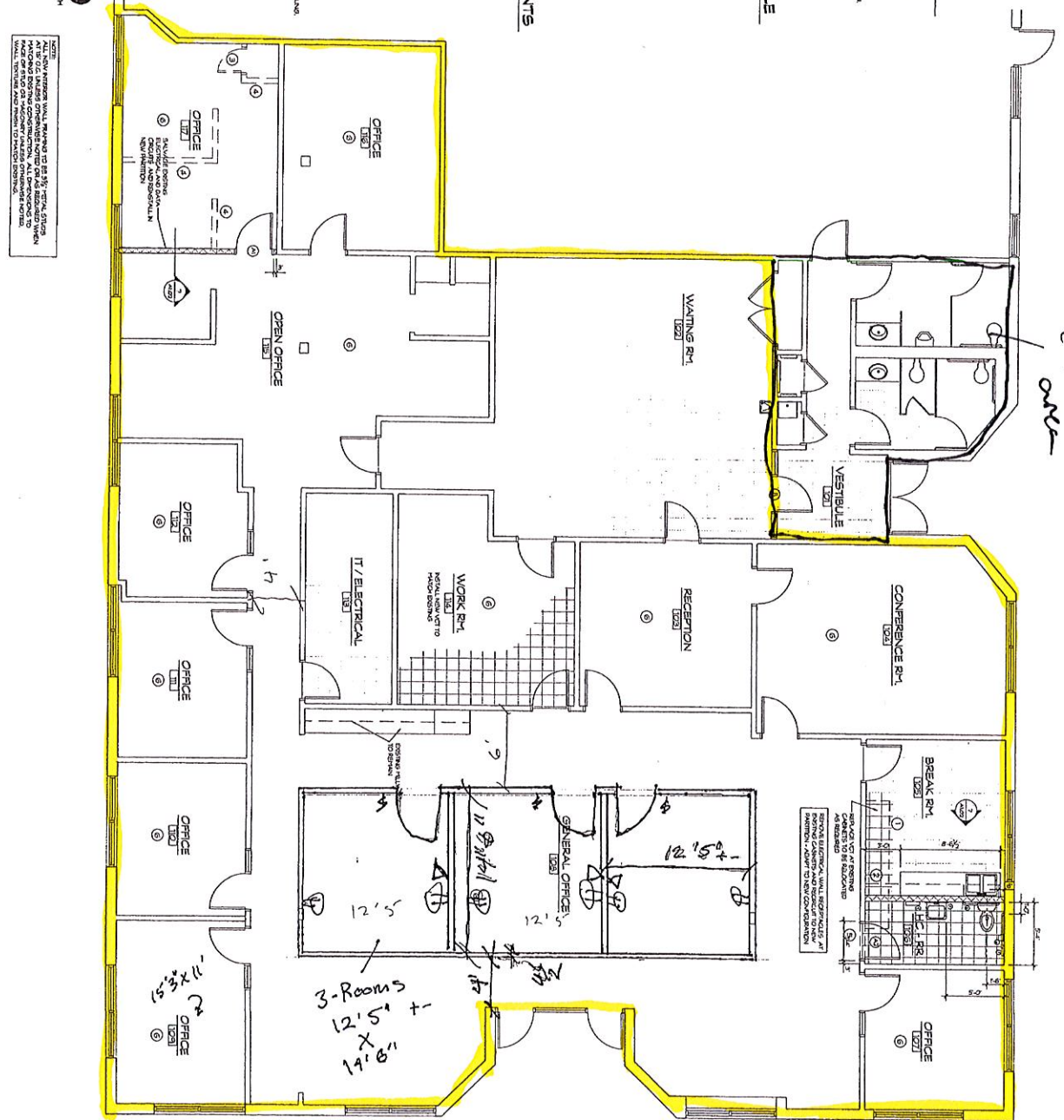


EXHIBIT "B"

TENANTABLE CONDITION GUIDELINES

The following guidelines have been established to ensure that the LESSOR and LESSEE understand the conditions in which the PREMISES is expected to be maintained throughout the designated lease term pursuant to provision 10 SPECIAL PROVISIONS Section (n) contained within the Lease Agreement.

ROOF :

Areas to be checked twice annually and additionally after heavy rains and / or high winds.

Leaks to be repaired immediately upon request.

GUTTERS AND DOWNSPOUT :

Maintenance shall be twice a year or more as needed upon request.

PARKING LOT AND SIDEWALKS :

All holes and low spots are to be filled and maintained upon request. All walk areas must be accessible in accordance with ADAAG. In addition, all walkways are to be kept free of snow, ice and debris in accordance with the lease agreement. All damages must be corrected upon request.

ADAAG STRIPING/PARKING SPACES :

Designated accessible parking spaces are to be 11ft wide with 5ft striped access aisle with the minimum number of required spaces for total lot size.

ADAAG PARKING SIGNAGE :

Standard ADA Signage R7-8 from the Manual of Uniform Traffic Control Devices must be displayed and directional signage provided to accessible front entry from parking lot.

PAINT :

Touch up painting may be done on a yearly basis upon request. Complete painting of entire leased space to be performed every five (5) years.

WINDOWS :

Glass and leaks are to be repaired upon notification. Cleaning is to be done upon request, a minimum of once annually.

DOORS, DOOR FRAMES AND CLOSURES :

Cleaned as necessary. Painted and/or stained as needed. Poundage according to ADAAG.

WEATHERSTRIPPING : (Doors and Windows)

Replaced if damaged or showing wear and tear.

AUTOMATIC DOOR :

Operable and maintained according to ADAAG.

HARDWARE : (Locks, Bolts, Pulls, Hinges, etc.)

Good working order at all times and meet ADAAG.

EXTERIOR SECURITY LIGHTING :

Maintained on a regular basis as to provide for proper security.

DUMPSTER AREAS :

Maintained properly in accordance with State Health Department regulations.

CEILING :

All ceiling tiles must be replaced if cracked, broken or stained upon request.

SHEETROCK :

All damaged areas are to be repaired and repainted upon request.

WALL COVERING :

Wall covering is to be repaired or replaced if stained, torn or damaged.

CHAIR RAIL :

Secure and maintained.

COUNTERS :

Kept in good condition and meet all ADAAG in work and break areas.

VINYL FLOOR COVERINGS :

Any floor covering damaged, broken, cracked or raised must be replaced upon request.

CARPET :

Carpet is to be cleaned once a year or more, to be determined by heavy traffic. Carpet is to be replaced if torn or stained beyond repair or due to age.

COVE BASE :

Cove base to be maintained and replaced if damaged or showing wear and tear.

WINDOW BLINDS AND COVERINGS :

Maintained on a regular basis and replaced if damaged.

ELECTRICAL OUTLETS :

Maintained in working order at all times. Repairs to be done upon request.

SWITCH AND RECEPTACLE COVERS :

Replaced if cracked or damaged.

LIGHT COVERS :

All light covers are to be cleaned if needed due to discoloration or debris. Covers to be replaced if cracked, broken or upon request.

RESTROOM STALLS :

Maintained in good condition. Repair and paint if necessary.

GRAB BARS :

Installed to meet ADAAG and secure at all times.

TOILETS AND URINALS :

Good working order at all times and meet ADAAG.

PLUMBING / FIXTURES :

All plumbing must meet State laws and codes. Repairs to be done upon request. This includes sinks, counter tops and piping.

MIRRORS :

Replaced if damaged or broken upon request and meet ADAAG.

SOAP DISPENSERS / HAND DRYERS & DISPENSERS :

Maintained in working order at all times. Repaired upon request and installed to meet ADAAG.

FEMININE HYGIENE DISPOSAL UNIT :

Maintained at all times. Replaced if broken upon request.

HVAC :

Heating and cooling system(s) to be maintained according to contract.

FILTERS :

Filters to be changed as needed, according to the lease agreement.

HVAC DUCTS AND GRILLS :

Kept clean and maintained.

WATER FOUNTAINS :

Good working order at all times and in compliance with ADAAG.

PEST CONTROL :

Provide monthly service or in accordance with the lease agreement.

EXIT / EMERGENCY LIGHTS :

Good working order at all times.

SMOKE DETECTORS AND ALARMS :

All smoke detectors inspected and panels tagged in accordance with State fire codes and kept in good working order at all times.

SPRINKLER SYSTEM :

System to be inspected once a year and panel tagged in accordance with State fire codes.

FIRE EXIT PANIC BARS AND CLOSURES :

Good working order at all times and comply with ADAAG.

FIRE EXTINGUISHERS :

Must be serviced once a year and tagged in accordance with State fire codes.

STAIRWELLS :

Kept clean and maintained in accordance with State fire codes.

HALLWAYS :

Kept clean and maintained in accordance with State fire codes.

ELEVATORS :

Maintained and license posted in elevator car and in compliance with ADAAG.

**** Please contact the DBA Real Estate Services office for a detailed list of Americans with Disabilities Act Accessibility Guidelines (ADAAG) for compliance references found throughout the text.**

Exhibit C
Work Letter

Lessor or Lessor's contractor will perform the following work to 3901 McCain Park Drive, Suite 113 at Lessor's sole expense:

- Replace carpet and base material throughout Premises.
- Re-paint walls throughout Premises.
- Replace ceiling tiles as needed.
- Add a restroom out of a section of the break room.
- Provide new cabinetry, sink, counters and flooring for break room.
- Demo two half walls and add office in south-east corner of Premises
- Add three offices in open area on the north side of the Premises.
- Add electrical outlets and data ports in added offices.
- Add new 2x2 light fixtures in added offices.
- Add door between common area and Premises.
- Ensure keycard access is functioning properly.
- Balance and test HVAC to ensure each room is supplied with adequate air conditioning/heat.
- Perform test on all HVAC components.
- Inspect roof, skylight and gutter system for leaks. Repair as needed.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

Yes No

TAXPAYER ID NAME: JBB Cypress, LLC IS THIS FOR: Goods? Services? Both?

YOUR LAST NAME: Collins FIRST NAME: Will M.I.: _____

ADDRESS: 2200 N Rodney Parham Road, Suite 221 STATE: AR ZIP CODE: 72212 COUNTRY: USA

CITY: Little Rock

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public spouse, John Q. Public, Jr., child, etc.]	Person's Name(s)	Relation
	Current	Former		From MM/YY	To MM/YY			
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
General Assembly	✓		Representative	01/19	12/22	Andrew Collins	33	Yes
Constitutional Officer								
State Board or Commission Member	✓		Access to Justice Comm'n	12/19		Andrew Collins	33	Yes
State Employee								

None of the above applies Will Collins (33% ownership interest, position of control) and Lila Collins (33% ownership interest, no position of control) are siblings of Andrew Collins.

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature  Title Will Collins Date 12/21/2021

Vendor Contact Person Will Collins Title Director of Real Estate of Its Manager Phone No. (504) 907-9070

<i>Agency use only</i>			
Agency Number	Agency Name	Agency Contact Person	Contact Phone No.
			or Grant No.

Division of Building Authority
STATE OF ARKANSAS
COUNTY OF PULASKI

Lease Term: 03/01/22 to 02/29/24
Annual Rent: \$79,235.88
Square Feet: 5,000 Rate: \$15.85
Type: Renewal
Worked By: Pat James
County: 60 Agency: 520
Lease #: P3033 CB

**STATE OF ARKANSAS
FIRST LEASE AMENDMENT**

This Agreement is made and entered into as of the 3rd day of January, 2022, by and between JBB CYPRESS, LLC, hereinafter referred to as "Lessor", and ARKANSAS DEPARTMENT OF COMMERCE – DIVISION OF WORKFORCE SERVICES – REHABILITATION SERVICES, hereinafter referred to as "Lessee".

WITNESSETH

Whereas, by Lease Agreement dated December 27, 2016, Lessor leased to Lessee approximately 5,000 square feet of office space and adequate automobile parking spaces located at 3901 McCain Park Drive, Suite 113; all situated in the City of North Little Rock, County of Pulaski, Arkansas (the "Lease"); and

Whereas, the parties hereto have hereby agreed to extend the term of the Lease and to amend and modify the Lease as hereinafter set out.

Now, therefore, for and in consideration of the Premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree that the term of the Lease is hereby extended for a period commencing on March 1, 2022 and continuing through February 29, 2024, upon the same terms and conditions as the original Lease Agreement and subsequent Amendments, except the Lease shall be amended and modified as follows:

1. Definitions. Definitions of the Lease are hereby amended and modified to replace "Department of Finance and Administration" with "Department of Transformation and Shared Services". "DBA" means the Real Estate Services Section of Department of Transformation and Shared Services, Division of Building Authority. By law DBA is the leasing agency for LESSEE. Arkansas Code Annotated §22-2-114. DBA is not an additional LESSEE and therefore, shall not owe any rent; and
2. Lessee. LESSEE name is hereby amended and modified *from* ARKANSAS DEPARTMENT OF CAREER EDUCATION -- DIVISION OF REHABILITATION SERVICES *to* ARKANSAS DEPARTMENT OF COMMERCE -- DIVISION OF WORKFORCE SERVICES -- REHABILITATION SERVICES; and
3. Term. The LESSEE may elect to extend the term not more than ninety (90) days upon the same terms by written notice to LESSOR no less than thirty (30) days before the end of term stated in the above paragraph; and
4. Special Provisions. Special Provisions 10(f) of the Lease is hereby amended and modified as follows:
 - (f) The LESSOR, LESSEE and DBA agree that should the Lease and any applicable amendments expire prior to the execution of this amendment agreement, the parties agree that the Lease and any applicable

previous amendments are hereby reinstated and ratified upon this Amendment Agreement being fully executed by the parties. The provisions, terms, and conditions of this Amendment Agreement shall govern in the event of conflict or inconsistencies, or both.

5. Special Provisions. Special Provisions 10 of the Lease is hereby amended and modified to add the following:

(p) LESSOR, at LESSOR'S expense and within thirty (30) days of Lease Execution, shall perform the following improvements:

- (1) Replace weather stripping, where needed; and
- (2) Touch-up paint, where needed; and
- (3) Replace any damaged ceiling tiles throughout PREMISES; and
- (4) Remove sticky residue from bathroom flooring and clean all stained carpets; and
- (6) Replace or repair manager's office door; and
- (7) Replace any missing light switch/receptacle covers throughout PREMISES; and
- (8) Clean all light covers throughout PREMISES; and
- (9) Provide routine lawn maintenance, as outlined in Section #5 of Lease.

(q) In addition to other remedies provided within the Lease, LESSEE shall have the option to terminate this Lease without cause by providing ninety (90) days' written notice to LESSOR through DBA.

The Lease Agreement as hereby amended, modified and extended is hereby ratified and confirmed by the parties hereto as being in full force and effect.


This Agreement shall be binding on the parties hereto and their respective heirs, successors and assigns.

(Signature page to follow)

Executed as of the date first hereinabove set out.

LESSOR:

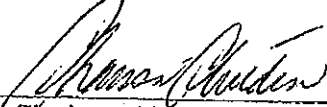
JBB CYPRESS, LLC BY ITS MANAGER
CYPRESS PROPERTIES, INC.

By: 
Andrew L. Collins III, COO

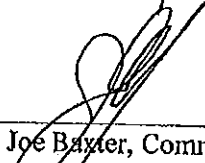
Date: 1/11/21

LESSEE:

ARKANSAS DEPARTMENT OF COMMERCE -
DIVISION OF WORKFORCE SERVICES -
REHABILITATION SERVICES

By: 
Charisse Childers, Director

Date: 1/12/22

By: 
Joe Baxter, Commissioner

Date: 1/12/2022

DIVISION OF BUILDING AUTHORITY

As Agent for Arkansas Department of Commerce - Division of Workforce Services - Rehabilitation Services

By: _____
Chris Bell, Administrator of
Real Estate Services

Date: _____

By: _____
Anne W. Laidlaw, Director

Date: _____