# GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT ADDRESS OF PREMISES SUNCOM BUILDING 111 EAST CAPITOL STREET JACKSON, MS 39201-2108 LEASE AMENDMENT No. 01 TO LEASE NO. GS-04P-LMS00399 PDN Number: N/A

THIS AMENDMENT is made and entered into between HERTZ JACKSON FOUR, LLC

whose address is:

188 EAST CAPITOL STREET, JACKSON, MS 39201-0000

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. . •

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective February 01, 2018 as follows:

The purpose of this Amendment is to (1) amend commencement date and term of the Lease; (2) clarify the rent terms; (3) amend the Termination Date of the Lease; and (4) amend the documents incorporated into the Lease. To accomplish this, the "Lease Term" language, Paragraphs 1.03, 1.04 and 1.05 of the Lease are amended as follows:

### 1. The "Lease Term" is deleted in its entirety and replaced with the following:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning <u>February 01, 2018</u> and continuing through a period of 10 Years, 5 Years firm, through <u>January 31, 2028</u>, subject to termination rights as may hereinafter be set forth.

This Lease Amendment contains 2 page(s).

All other terms and conditions of the lease shall remain in force and effect.

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

### FOR THE LESSOR:

Signature:

Name:

Title:

EVP + CTO

Entity Name:

Nextz Jackson 7002, U

Date:

Tebruary 6, 2018

### FOR THE GOVERNMENT:

Signature:
Name: Eugene B. Wright
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 2.06.2.018

### WITNESSED FOR THE LESSOR BY:

Signature:
Name:
Title:
Date:

Army Welsh

# 2. Paragraph 1.03 (Rent and Other Considerations), sub-paragraph A is hereby amended to the following:

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

	Firm Term 2/01/2018 - 1/31/2023	Non-Firm Term	
i		2/01/2023-1/31/2028	
	Annual Rent	Annual Rent	
Shell Rent	\$191,953.44	\$191,953,44	
Operating Cost	\$69,238.68	\$69,238.68	
Tenant Improvements Rent	\$29,991.11	\$ 0.00	
Parking*	\$ 0.00	\$ 0.00	
Total Annual Rent	\$291,183.23	\$261,192,12	

Shell Rent calculation: \$14.30 per RSF (rounded to 2-decimals), multiplied by 13,427-sf

## 3. Paragraph 1.04 (Termination Rights) is deleted in its entirety and replaced with the following:

The Government may terminate this Lease, in whole or in parts, at any time after January 31, 2023 by providing not less than 120-days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

# 4. Paragraph 1.05 (Documents Incorporated in the Lease) is deleted in its entirety and replaced with the following:

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	No. of PAGES	Ехнит
FLOOR PLAN(S)	1	Α
PARIONG RLAN(8)	N/A	В
SECURITY REQUIREMENTS	7	С
GSA FORM 3517B GENERAL CLAUSES	15	D
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	E
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT	2	F
SMALL BUSINESS SUBCONTRACTING PLAN	N/A	. 6

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stated under Paragraph 1.01;
Operating Rent calculation: \$5.16 per RSF (rounded to 2-decimals), multiplied by 13,427-sf stated under Paragraph 1.01;

<sup>&</sup>lt;sup>3</sup> Tenant Improvements of \$126,217.56 are amortized at a rate of 7.0% per annum over

<sup>5-</sup>years;

<sup>4</sup> Parking Rate is \$0.00 per Paragraph 1.03, sub-paragraph 1.