

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. <u>02</u>
	TO LEASE NO. <u>GS-04P-LMS60076</u>
<b>LEASE AMENDMENT ADDRESS OF PREMISES</b> LOVELACE SHOPPING CENTER BUILDING 12 612 SUNFLOWER AVENUE EXTENSION INDIANOLA, MS 38751-2333	PDN Number: <u>N/A</u>

**THIS AMENDMENT** is made and entered into between **LOVELACE, KENT, JR.**

whose address is: [REDACTED]

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 January 01, 2016 as follows:

The purpose of this Lease Amendment is (1) to amend the commencement and expiration dates; (2) to clarify the rentable square footage and ANSI/BOMA Office Area Square footage; (3) to clarify Appurtenant Rights; (4) to clarify the rental terms; (5) to clarify Termination Rights; (6) to clarify the Government's Percentage of Occupancy; (7) to clarify the Operating Cost base; and (8) to amend the Real Estate Tax Adjustment of the Lease. To accomplish these, the "Lease Term" language on the cover page, Paragraphs 1.01, 1.02, 1.03, 1.05, 1.08, 1.09 and 2.07 of the Lease are amended as follows:

**1. The Lease Term is amended as follows:**

TO HAVE AND TO HOLD for a term beginning January 01, 2016, or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing through a period of ten (10) years (full), three (3) years (firm), through December 31, 2025, subject to the termination and renewal rights as may be hereinafter set forth.

This Lease Amendment contains 3 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:**

[REDACTED]

Title: OWNER  
 Entity Name: LOVELACE SHOPPING CENTER  
 Date: Dec 21, 2015

**FOR THE GOVERNMENT:**

Signature: [REDACTED]

Name: Eugene D. Wright  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service  
 Date: 12/21/2015

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
 Name: ELAINE HOLLEY  
 Title: ASSISTANT  
 Date: December 21, 2015

**2. Paragraph 1.01 (The Premises) is amended as follows:**

The Premises are described in as follows:

- A. Office and Related Space: 686 rentable square feet (RSF), yielding 686 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space located at Suite 612 of Building 12, as depicted on the floor plans attached hereto as Exhibit A.
- B. Common Area Factor: the Common Area Factor (CAF) is established as 1.0000 (0%).

**3. Paragraph 1.02 (Express Appurtenant Rights) is amended as follows:**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C, within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use parking as described under Block 16 of Exhibit C, Simplified Lease Proposal, GSA Form 1364A. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local governmental entity having jurisdiction over the Property.

**4. Paragraph 1.03 (Rental Consideration for Simplified Leases) is deleted in its entirety and replaced with the following:**

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

	1-01-2016 to 12-31-2018	1-01-2019 to 12-31-2025
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$9,375.00	\$8,250.00
OPERATING COSTS <sup>2</sup>	\$1,035.00	\$1,125.00
<b>TOTAL ANNUAL RENT</b>	<b>\$10,410.00</b>	<b>\$9,375.00</b>

<sup>1</sup>Shell Rent calculation -  
 Firm Term: \$13.67 per RSF (rounded to two-decimals), multiplied by 686 RSF;  
 Non Firm Term: \$1.51 per RSF (rounded to two-decimals), multiplied by 686 RSF;  
<sup>2</sup>Operating Costs calculation -  
 Firm Term: \$12.03 per RSF (rounded to two-decimals), multiplied by 686 RSF;  
 Soft Term: \$1.64 per RSF (rounded to two-decimals), multiplied by 686 RSF.

- B. Intentionally Deleted.
- C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 686 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- D. Intentionally Deleted.
- E. Intentionally Deleted.
- F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.
- H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
  - 1. The leasehold interest in the Property described on Exhibit C, Simplified Lease Proposal, GSA Form 1364A and in the paragraph entitled "The Premises."

INITIALS: kel & [Signature]  
 LESSOR & GOV'T

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

1. Intentionally Deleted

Rent shall not be adjusted for changes in taxes or operating costs.

5. Paragraph 1.05 (*Termination Rights*) are amended as follows:

The Government may terminate this Lease, in whole or in part, after December 31, 2018, by providing not less than ninety (90) 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.

6. Paragraph 1.08 is changed from "Percentage of Occupancy For Tax Adjustment" to "Percentage of Occupancy" and is amended as follows:

The Government's Percentage of Occupancy is established at 5.9 percent (5.9%), based on the total rentable square footage (RSF) occupied by the Government divided by 11,710-square feet, the total square footage of the building occupied, as established in Exhibit A.

7. Paragraph 1.09 is changed from "Operating Cost Base" to "Operating Cost" and is amended as follows:

The parties agree that the Lessor's rate for operating costs shall be \$1.51 per RSF (\$1,035.00/annum) for years 1-5 and \$1,125.00 for years 6-10. Operating costs are not subject to escalation.

8. Paragraph 2.07 (*Real Estate Tax Adjustment*) is deleted in its entirety.

Lease Amendment #01 is voided.

INITIALS: Kel & [Signature]  
LESSOR & GOVT