

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>01</u>
	TO LEASE NO. <u>GS-04P-LMS60222</u>
ADDRESS OF PREMISES DEPOSIT GUARANTY PLAZA 210 EAST CAPITOL STREET, SUITES 940 & 1001 JACKSON, MS 39201-2306	PDN Number: N/A

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

whose address is: **DEPOSIT GUARANTY PLAZA, 210 E. CAPITOL STREET, SUITE 250, JACKSON, MS 39201-2378**

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 **April 22, 2015** as follows:

The purpose of this Amendment is (1) to amend the commencement and expiration date of the Lease; (2) to amend the parking requirements of the Lease; (3) to amend the Termination Rights of the Lease; and, (4) to amend the Period of Performance of alterations related to the Lease. To accomplish this, the "Lease Term" language, Paragraph 1.02, Paragraph 1.05 and Exhibit D - Agency Specific Requirements of the Lease are amended as follows:

1. The Lease Term is amended as follows:

TO HAVE AND TO HOLD for a term beginning July 01, 2015, or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing through a period of ten (10) years (full), five (5) years (firm) through June 30, 2025, subject to the termination and renewal rights as may be hereinafter 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: _____
 Entity Name: Hertz Jackson One, LLC
 Date: April 28, 2015

FOR THE

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 5-45-2015

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: SP. Property Admin
 Date: 4-28-15

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

A. **Parking:** 2 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 2 shall be structured/ inside parking spaces, and 0 shall be surface/ outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by applicable code of the local government entity having jurisdiction over the Property. The reserved, structured parking spaces will be located on Level 9, spaces #901 and #902, respectively.



3. Paragraph 1.05 (*Termination Rights*) is amended as follows:

The Government may terminate this Lease, in whole or in part, at any time effective after June 30, 2020 by providing at least sixty (60) days' prior written notice to the Lessor. The effective date of the termination shall be the day following the date of termination. No rental shall accrue after the effective date of termination.

4. Exhibit D - Agency Specific Requirements, Section 3.0 - *Period of Performance* is amended as follows:

~~Hours of Work – all work to be performed during after-hours, starting at 5:00PM, Monday through Friday and during weekends and Federal Holidays, as applicable, to minimize those activities that create significant noise and would cause a disturbance to building occupants. Additionally, all work shall be coordinated with the Project Manager and the onsite supervisor.~~

Construction costs related to the amended Hours of Work are approximately \$5,500.00. A follow-up Lease Amendment will include a Notice to Proceed (NTP), instructions on where to send invoices for processing and provide the Pegasys Document Number (PDN) to reference on all future invoices.

INITIALS:  LESSOR &  GOVT