

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u>03</u>
LEASE AMENDMENT ADDRESS OF PREMISES OVERLEY BUILDING 605 YALOBUSHA STREET GREENWOOD, MS 38930-2000	TO LEASE NO. <u>GS-04P-LMS62148</u>  PDN Number: <u>N/A</u>

THIS AMENDMENT is made and entered into between **SHIRLEY OVERLEY**

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 June 19, 2015 as follows:

The purpose of this Lease Amendment is (1) to amend the commencement and expiration dates of the Lease; (2) to amend the Office and Related Space of the Premises to storage for Government-owned furniture and equipment to be stored at the Premises and amend the Common Area Factor of the Lease; (3) to clarify the Parking related to the Lease; (4) to amend the rent during the term of the Lease; and, (5) to amend the Termination Rights of the Lease. To accomplish this, the "Lease Term" language of the Lease, Paragraph 1.01, Paragraph 1.02, Paragraph 1.03 and Paragraph 1.05 of the Lease are amended as follows:

1. The Lease Term is amended as follows:

**TO HAVE AND TO HOLD** for a term beginning June 19, 2015, or upon acceptance of the Premises, as required by this Lease, whichever is later, and continuing through a period of ten (10) years, six (6) months (full), five (5) years (firm) through November 30, 2025, subject to the termination and renewal rights as may hereinafter be 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:**

Signature: [REDACTED]  
Name: [REDACTED]  
Title: OWNER  
Entity Name: Shirley Overley  
Date: 7-16-15

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
Name: [REDACTED]  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 7-17-2015

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: [REDACTED]  
Title: secretary  
Date: 7-16-15

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

The Premises are described as follows:

A. Office and Related Space -

1. Warehouse Storage: approximately 2,500 rentable square feet (RSF), yielding 2,500 ANSI/BOMA Office Area square feet of warehouse space, as depicted on the floor plan(s) attached hereto as Exhibit A-1;
2. Firm-Term and Non-Firm Term: 7,500 rentable square feet (RSF), yielding 7,500 ANSI/BOMA Office Area Square Feet (ABOASF) of total space comprised of approximately 5,000 ABOASF of office space and 2,500 ABOASF of warehouse space, as depicted on the floor plan(s) attached hereto as Exhibit A-2.

B. Common Area Factor: The Common Area Factor (CAF) is established as follows during the term of the Lease -

1. Warehouse Storage: 1.000 percent (1.0000%);
2. Firm-Term and Non-Firm Term: 1.000 percent (1.0000%)

This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole decimal, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

3. Paragraph 1.02 (*Express Appurtenant Rights*), sub-paragraph A is amended as follows:

- A. **Parking**: 15 surface/ outside parking spaces reserved for the exclusive use of the Government and 13 unreserved surface/ outside parking spaces for employee/ general parking as depicted on the plan attached hereto as Exhibit B. In addition, the Lessor shall provide such additional parking as required by applicable code of the local government entity having jurisdiction over the Property.

4. Paragraph 1.03 (*Rent and Other Considerations*), sub-paragraph A is amended as follows:

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

	Warehouse Storage	Firm Term	Non-Firm Term
	6/19/2015 – 11/30/2015	12/01/2015 – 11/30/2020	12/01/2020 – 11/30/2025
Shell Rent <sup>1</sup>	\$16,250.00	\$67,875.00	\$78,150.00
Operating Rent <sup>2</sup>	\$ 0.00	\$44,850.00	\$44,850.00
Tenant Improvements <sup>3</sup>	\$ 0.00	\$40,304.38	\$ 0.00
<b>Total Annual Rent</b>	<b>\$16,250.00</b>	<b>\$153,029.38</b>	<b>\$123,000.00</b>

<sup>1</sup>Shell Rent calculation:

- Warehouse Storage: 6.50 per RSF, multiplied by 2,500 RSF;
- Firm Term: \$9.05 per RSF, multiplied by 7,500 RSF (aggregate);
- Non-Firm Term: \$10.42 per RSF, multiplied by 7,500 RSF (aggregate);

<sup>2</sup>Operating Rent calculation: \$5.98 per RSF, multiplied by 7,500 RSF (aggregate);

<sup>3</sup>Tenant Improvement Allowance of \$173,730.55 is amortized at a rate of 6.0% per annum for 5-years.

In instances where the Lessor amortizes either the TI or BSAC (if applicable) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

INITIALS: S.D. & [Signature]  
LESSOR GOV'T

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

The Government may terminate this Lease, in whole or in part, at any time after November 30, 2020, 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.

Lease Amendment #01 is deleted in its entirety.

INITIALS: S.D. & [Signature]  
LESSOR GOV'T