

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

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 December 01, 2015 as follows:

The purpose of this Lease Amendment is (1) to amend the Premises used to store Government-owned furniture and equipment; (2) amend the parking requirement; and, (3) to amend the rent during the term of the Lease. To accomplish these, Paragraphs 1.01, 1.02 and 1.03 of the Lease are amended as follows:

1. Paragraph 1.01 (*The Premises*), sub-paragraph A and sub-paragraph B are amended as follows:

The Premises are described as follows:

A. Office and Related Space -

- Warehouse Storage: approximately 7,100 rentable square feet (RSF), consisting of 7,100 ANSI/BOMA Office Area square feet of warehouse space as depicted on the floor plan(s) attached hereto as Exhibit A-1, and Wareyard space measuring 91-feet by 20-feet, designated as the "Lean-To" and described in Paragraph 1.02 (A)(1);

B. Common Area Factor -

- Warehouse Storage: during the "Warehouse Storage" period, the CAF is established as 1.0000 (0.0%). This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest

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: [REDACTED]
Name: [REDACTED]
Title: Lessor
Entity Name: Shirley Overley Building
Date: 1-7-2016

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: Eugene D. Wright
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 1-13-2016

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: Holly Anderson
Title: secretary
Date: 1-7-16

whole percentage, shall be used for purposes of rental adjustments, in accordance with the Payment close of the General Clauses.

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

A. Parking –

1. Wareyard: during the "Warehouse Storage" period, Government-owned trailers shall be housed in "Lean-To", described as the covered concrete pad measured at approximately 91-feet by 20-feet located behind the Warehouse;
2. Full Occupancy: during Full Occupancy starting on/about June 01, 2016, 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 at no additional cost. In addition, the Lessor shall provide such additional parking as required by applicable code of the local governmental entity having jurisdiction over the Property.

3. 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 installments in arrears, at the following rates:

	Warehouse Storage 6/19/2016 – 6/31/2016	Firm Term 6/01/2016 – 5/31/2021	Non-Firm Term 6/01/2021 – 5/31/2025
Shell Rent	\$46,150.00	\$67,875.00	\$78,150.00
Operating Rent	\$ 0.00	\$44,850.00	\$44,850.00
Tenant Improvements	\$ 0.00	\$40,304.38	\$ 0.00
Wareyard	\$11,830.00	N/A	N/A
Parking	N/A	\$ 0.00	\$ 0.00
Total Annual Rent	\$67,980.00	\$163,029.38	\$123,000.00

Shell Rent calculation:

- Warehouse Storage: 6.50 per RSF, multiplied by 7,100 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);
- Operating Rent calculation: \$5.98 per RSF, multiplied by 7,500 RSF (aggregate);
- Tenant Improvement Allowance of \$173,730.55 is amortized at a rate of 6.0% per annum for 60-months.
- Wareyard: \$6.50 per RSF, multiplied by 1,820 RSF (91-feet by 20-feet).

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 May 31, 2021 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.
LESSOR

&

[Signature]
GOV'T