

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u>07</u>
LEASE AMENDMENT	TO LEASE NO. <u>GS-04P-LMS62148</u>
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 March 01, 2017 as follows:

The purpose of this Lease Amendment is (1) to amend the term of the "Warehouse Storage" portion of the Lease; and, (2) to amend the rent during the term of the Lease. To accomplish this, the Lease Language on the Lease title page, Paragraphs 1.02 and 1.03 of the Lease are amended as follows:

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

A. Parking –

2. Full Occupancy: during Full Occupancy starting on September 01, 2017 or upon acceptance by the Government, whichever is earliest, 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.

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: OWNER

Entity Name: \_\_\_\_\_

Date: 2-27-2017

FOR THE GOVERNMENT:

Signature: [REDACTED]

Name: [REDACTED]

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 2-28-2017

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]

Name: [REDACTED]

Title: \_\_\_\_\_

Date: 2-27-2017

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

	Warehouse Storage 8/13/2016 – 8/31/2017	Firm Term 9/01/2017 – 8/31/2022	Non-Firm Term 9/01/2022 – 8/31/2027
Shell Rent <sup>1</sup>	\$46,150.00	\$87,875.00	\$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
Wareyard <sup>4</sup>	\$11,830.00	N/A	N/A
Parking	N/A	\$ 0.00	\$ 0.00
<b>Total Annual Rent</b>	<b>\$67,980.00</b>	<b>\$163,029.38</b>	<b>\$123,000.00</b>

<sup>1</sup>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);

<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 60-months.

<sup>4</sup>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 August 31, 2022 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.O. & [Signature]  
LESSOR GOVT