

LEASE NO. GS-04B-60042

Succeeding/Superseding Lease
GSA FORM L202 (September 2013)

This Lease is made and entered into between HERTZ JACKSON FOUR, LLC

(Lessor), whose principal place of business is 111 East Capitol Street, Suite 238, Jackson, MS 39201-2108 and whose interest in the Property described herein is that of Owner, and The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

111 E CAPITOL ST Jackson, MS 39201-2121

and more fully described in Section 1 and Exhibit 1.5, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon April 26, 2014 through April 25, 2024 subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

[Redacted Signature]

Name: [Redacted]
Title: Executive VP + CIO
Hertz Jackson Three, LLC
Date: 5.13.14

FOR THE GOVERNMENT:

[Redacted Signature]

Name: Voicka Deloach
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 5/14/14

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Name: Amy Welsh
Title: Sr. Property Administrator
Date: 5/13/14

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEP 2013)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

- A. **Office and Related Space:** 3,043 rentable square feet (RSF), yielding 2,766 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the fourth floor(s), of the Building.
- B. **Common Area Factor:** The Common Area Factor (CAF) is established as 10 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

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 the following:

- A. **Parking:** 6 parking spaces as depicted on the plan attached hereto as Exhibit A, reserved for the exclusive use of the Government, of which 5 shall be structured/inside parking spaces, and 1 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. **Antennas, Satellite Dishes, and Related Transmission Devices:** (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)

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

	04/28/2014 - 04/25/2019 FIRM TERM		04/26/2019 - 04/25/2024 NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE PER RSF	ANNUAL RENT	ANNUAL RATE PER RSF
Shell Rent ¹	\$34,081.60	\$11.20	\$34,081.60	\$11.20
Tenant Improvements Rent ²	\$7,404.13	\$2.43	\$0.00	\$0.00
Operating Costs ³	\$19,170.90	\$6.30	\$19,170.90	\$6.30
Parking ⁴	\$8,000.00	\$1.97	\$8,000.00	\$1.97
TOTAL ANNUAL RENT	\$68,656.63	\$22.90	\$59,252.50	\$19.07

¹Shell rent calculation:
(Firm Term) \$11.20 RSF multiplied by 3,043 RSF **66,656.63** *QW MKD*
(Non Firm Term) \$11.20 per RSF multiplied by 3,043 RSF

²The Tenant Improvement Allowance of \$30,430.00 is amortized at a rate of 6 percent per annum over 5 years.

³Operating Costs rent calculation: \$6.30 per RSF multiplied by 3,043 RSF

⁴Parking costs described under sub-paragraph H below

In instances where the Lessor amortizes either the TI or BSAC 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.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 2,766 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. 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.

F. 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 in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. 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 in the paragraph entitled "The Premises."
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.

H. Parking shall be provided at a rate of \$100 per parking space per month (structured/inside).

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2014)

The Government may terminate this Lease, in whole or in part, at any time effective after April 25, 2019, by providing not less than 30 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.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		A
PARKING PLAN(S)		B
SECURITY REQUIREMENTS		C
GSA FORM 3517B GENERAL CLAUSES		D
GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS		E

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEP 2013)

The Government may elect to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpa'd amortized balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining Firm Term of the Lease.

1.09 INTENTIONALLY DELETED

1.10 INTENTIONALLY DELETED

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 1.6 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 3,043 RSF by the total Building space of 187,846 RSF.

1.12 REAL ESTATE TAX BASE (SEP 2013)

