THIS AGREEMENT, made and entered into this date by and between CITY OF SOUTHAVEN

whose address is SOUTHAVEN MUNICIPAL BUILDING
8710 NORTHWEST DRIVE
SOUTHAVEN, MS 38761-2410

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:

WHEREAS, the parties hereto desire to amend the above lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective __05/15/2011____________, as follows:

The original lease is hereby amended to reflect an effective date of occupancy as follows:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on 05/15/2011 through 05/14/2016. The term shall be for 60 months. The government may terminate this lease any time on or after May 14, 2013 by providing at least a 60 day written notice to the Lessor.

The Government shall pay the Lessor annual rent for the entire term, in arrears, as follows:

<table>
<thead>
<tr>
<th>TERM</th>
<th>ANNUAL RENT</th>
<th>RATE PRSF</th>
<th>MONTHLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/15/2011 - 05/14/2016</td>
<td>$47,610.00</td>
<td>$23.00</td>
<td>$3,967.50</td>
</tr>
</tbody>
</table>

Rentable Square Feet: 2,070
Usable Square Feet: 1,800
Base Rent: $37,425.60 / Operating Rent: $10,184.40

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this agreement shall control and govern.

LESSEE CITY OF SOUTHAVEN

Mayor Pro Tempore
8710 NW Drive Southaven MS 38671

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)