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U. S. POSTAL SERVICE
LEASE AMENDMENT

THIS AMENDMENT is made by and between ROSE SHAINBERG AND
VICTOR SHAINBERG
hereinafter referred to as "Lessor", and the UNITED STATES POSTAL
SERVICE, hereinafter referred to as "Postal Service".

WHEREAS, by lease dated 07-02-1970, the Lessor leased to the
Postal Service certain premises known as MAIN OFFICE
and located at
ALABASTER AL 35007,
more particularly described on exhibit A attached hereto and made a
part hereof,

and

WHEREAS, it has been mutually agreed between the Lessor and the Postal
Service that certain changes be made in the terms and conditions of
the aforesaid lease which are of mutual benefit to the Lessor and to
the Postal Service,

NOW, THEREFORE, in consideration of the mutual covenants of the
parties hereto, it is agreed as follows:

1. The Lessor and the Postal Service hereby amend the lease by
substitution of the following riders in lieu of all prior
agreements regarding responsibility for the items covered by
the riders:

Maintenance Rider

2. The Lessor shall be and remain responsible for correcting all
items of deferred maintenance existing at the time this
amendment becomes effective whether or not such items are
listed in this amendment, providing the Postal Service
identifies such items of deferred maintenance within twelve
months of the effective date of the Postal Service's
assumption of obligations to pay for maintenance, utilities or
taxes under this amendment.

SAMUELS & SHAINBERG, REALTORS

6253 Radar Ave • Suite 1002 • P.O. Box 17456 • Memphis, Tenn. 38117

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3. In further consideration of this amendment the Lessor agrees that the annual rent under this lease shall be adjusted downward, and that, commencing with the effective date of this amendment, and continuing until the beginning of any future option period, the annual rent will be: \$ 7,893

4. It is further agreed that, in the event the Postal Service exercises any available renewal options under the present contract, the rent for the option periods will be as follows:

For period 07-01-1995 to 06-30-1999 \$	8,749
For period 07-01-1999 to 06-30-1995 \$	9,173
For period 07-01-1995 to 06-30-2000 \$	9,632
For period 07-01-2000 to 06-30-2005 \$	9,632
For period 07-01-2005 to 06-30-2010 \$	9,632

5. In execution of this amendment, the Lessor hereby grants the Postal Service an option to purchase the fee simple title to the leased premises at any time during the remaining term of this lease, including the term of any lease renewal options, subject only to notice, by providing written notice of the exercise of the option to purchase to the Lessor. The purchase price will be at the fair market value of the premises at the date of the exercise of this option, unencumbered by the Postal Service lease, as determined by Postal Service appraisal. If the Lessor disagrees with the Postal Service appraisal, the Lessor shall have a period of one hundred twenty (120) days to obtain an appraisal at the Lessor's expense. Thereafter, the parties will attempt to negotiate a final purchase price. If agreement on price cannot be reached, the purchase price will be determined by an appraiser selected by the Lessor from a list of three appraisers furnished by the Postal Service. Each of the three appraisers must be a designated appraiser of a recognized national professional appraisal organization or society. The cost of the third appraisal will be equally shared between the Lessor and the Postal Service.

5. If a price is determined by a third appraisal as provided in paragraph 3 of this amendment that price will be binding on both parties except that the Postal Service may elect not to purchase or to purchase at the price of the higher of the two prior appraisals if the price of the third appraisal exceeds the price of the higher of the two prior appraisals and the Lessor may elect not to sell or to sell at the price of the lower of the two prior appraisals if the price of the third appraisal is below the price of the lower of the prior two appraisals. If the Postal Service elects not to buy or the Lessor elects not to sell under the foregoing provision, the lease as amended will continue in full force and effect, and the Postal Service will not be allowed again to exercise its option to purchase for twelve (12) months from the date of the third appraisal and then only on condition that it agrees to pay the reasonable costs of any Lessor appraisal.
6. This option is in addition to any other purchase options available under the lease of this property. If the Postal Service exercises this option to purchase, the Lessor will convey the property by good and sufficient warranty deed, free and clear of all encumbrances. The Postal Service will obtain its own title evidence and surveys, and will reimburse the Lessor for reasonable expenses for recording fees, transfer taxes, mortgage prepayment costs, and similar expenses incidental to closing, not including the cost to the Lessor of any appraisals obtained under paragraph 3 of this amendment.
7. Settlement will be scheduled to take place within ninety (90) days after the purchase price has been determined. The purchase price will be paid as follows: (a) monthly payments in the amount of the current rent as of the date of settlement for the period of months of the remaining lease term that is closing the period of any option not yet exercised, or eighty-four (84) months, whichever is the longer period; (b) the balance of the purchase price at the time of closing, balance of principal only, with no interest due the Lessor.

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- 9. Within thirty (30) days after the date of execution, the Lessor will record this lease amendment at the Lessor's expense and immediately thereafter provide evidence of the recording to the Postal Service.
- 10. All provisions of the aforementioned lease unaffected by this amendment are hereby confirmed and shall remain the same.
- 11. The Postal Service's assumption of obligations to pay for maintenance, utilities or taxes under this amendment shall be effective on October 1, 1980, providing the Lessor's signed copies of this amendment are received in the appropriate office of the Postal Service within 60 days after the date of the letter transmitting this amendment to the Lessor for signature.

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents this 24 day of December, 1980.

WITNESSES:

James T. Coe
James T. Coe

Paul Shapard - Trustee
Victor Shapard - Trustee

(Telephone no. of Lessor)

ACCEPTED by the undersigned for the Postal Service this 12th day of December, 1980.

WITNESS:

THE UNITED STATES POSTAL SERVICE
BY: James T. Coe

La. Wan d. Lane

TITLE: Field Supervisor, Real Estate
(Contracting Officer)

NOTE: Certain information provided by the Lessor formed the basis of this agreement. Lessors are cautioned that the penalty for making false statements or representations is contained in 18 U.S.C. Section 1001.

MAINTENANCE RIDER

1. Obligations of the Postal Service

The Postal Service shall keep the demised premises in good repair and tenable condition, except that the Postal Service will not be obligated to make any repairs which are the responsibility of the Lessor as specified in Paragraph 2 of this rider. The term "demised premises" as used in this paragraph includes the improvements thereon and the appurtenances thereto, and any and all equipment and fixtures furnished or to be furnished by the Lessor under this lease. The Postal Service's responsibilities as stated herein shall be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises, equipment, fixtures, improvements and appurtenances in repair condition.

2. Obligations of the Lessor

The Lessor will be responsible for all structural repairs to the demised premises; for repairs resulting from acts of God or acts of the public enemy; for repairs to all common or joint use areas that may be included as part of this lease agreement; for repairs resulting from defects in building construction or installation of equipment, fixtures and appurtenances furnished by the Lessor; for repairs resulting from fire or other accidents or calamities unless such damage arises from the act or the negligence of the Postal Service or its employees; and for any repairs in respect to which the Lessor is responsible. Structural repairs covered by this paragraph shall be limited to the foundation, basement, walls, floors, including the floor covering, ceiling, roof, and the roof system, including but not limited to roof covering, flashing, and insulation.

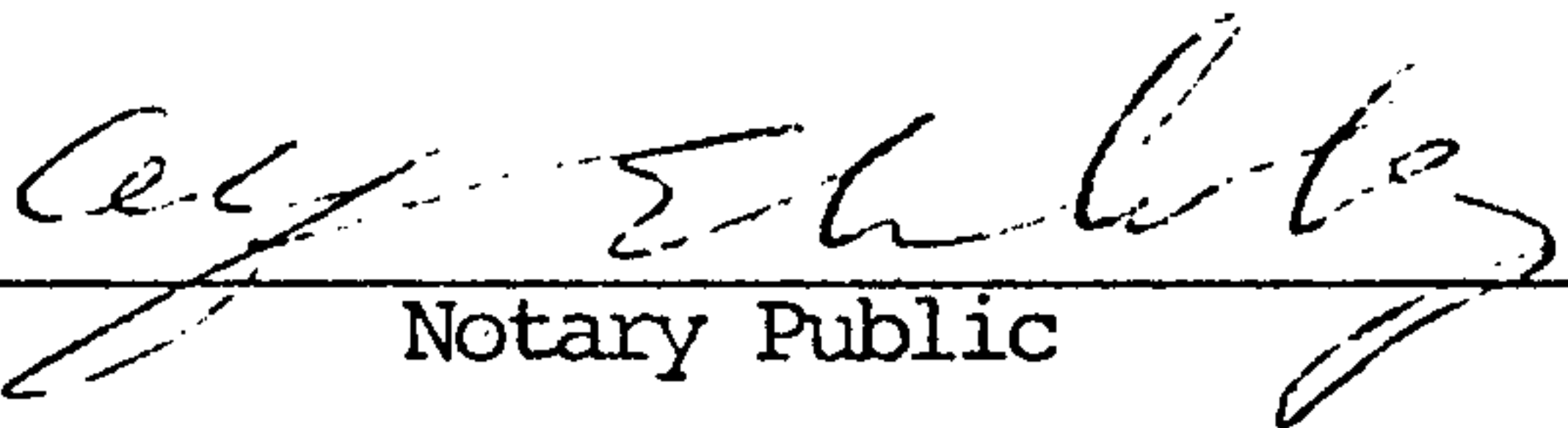
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STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ROSE SHAINBERG and VICTOR SHAINBERG, to me well known and known to me to be the persons described in, and who executed the foregoing as Trustees for the Jake Shainberg Trust, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at St. Petersburg, Pinellas County, Florida, on this the 8 day of December, 1980.


Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 30 1983
BONDED THRU GENERAL INS. UNDERWRITERS



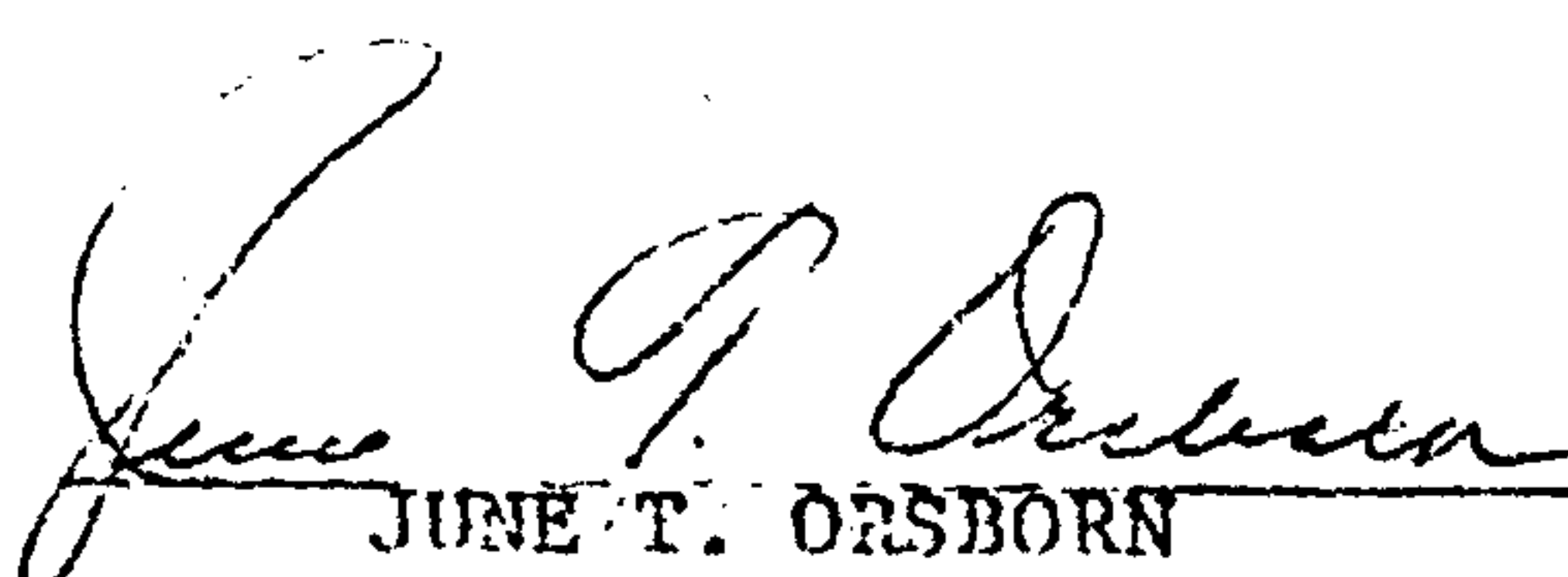
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STATE OF GEORGIA

COUNTY OF DEKALB

Personally appeared before me, James T. Coe, who being by
me first duly sworn, states that he is the Field Supervisor,
Real Estate, Field Real Estate and Buildings Office of the
United States Postal Service, Atlanta, Georgia, and that
he executed the foregoing and annexed Lease and that said
writing was signed by him in behalf of the United States
Postal Service by its authority duly given. The said
James T. Coe acknowledged said writing to be the act and
deed of the United States Postal Service.

WITNESS my hand and Notarial Seal, in the County and State
aforesaid, this December 16, 1980.

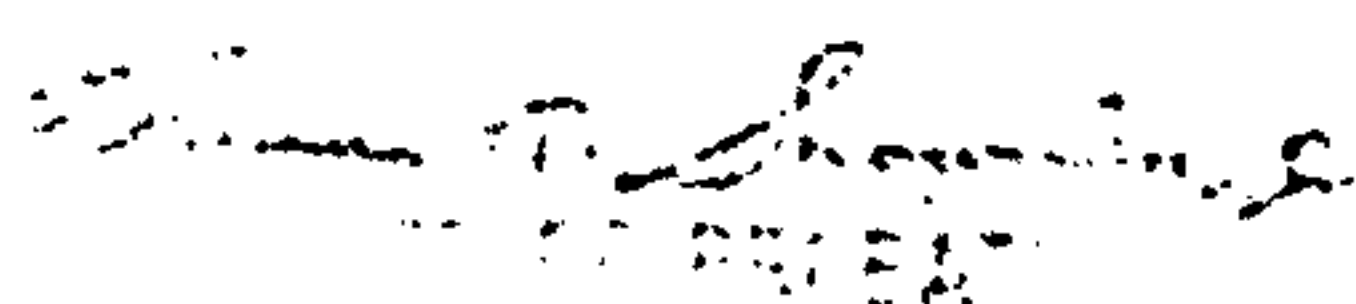

JUNE T. ORSBORN

Notary Public, State of Georgia at Large

My commission expires: 01-09-84

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
STATEMENT WAS FILED

1980 DEC 23 PM 2:28


WILLIAM P. SHAW
CLERK

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