

GENERAL SERVICE ADMINISTRATION PUBLIC BUILDING SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 5	DATE 10/23/12
	TO LEASE NO: GS-07B-16728	
ADDRESS OF PREMISES: 178 Civic Center Drive Houma, LA 70360-5936		
THIS AGREEMENT, made and entered into this date by and between Vermillion Properties, LLC, Former Lessor and VP- Houma 1, LLC. whose address is 115 E Main Street Lafayette, LA 70501-6921 hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter called the Government WHEREAS, the parties hereto desire to amend the above lease. The purpose of this Supplemental Lease Agreement Number GS-07B-16728 is to recognize the change in ownership of the above named leased space.		
NOW THEREFORE, The parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, October 1 st , 2012, as to the parties hereto on the date signed by the Contracting Officer, as follows:		
<ol style="list-style-type: none"> 1. VP- Houma 1, LLC, hereby assumes all the incomplete obligations of Lease GS-07B-16728, as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after October 1st, 2012. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16728 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease. 2. The Government agrees to accept the furnishing of the aforesaid premises in accordance with the terms, provisions, and conditions of said lease, as amended reserving however, all the Government's rights against Lessor and Former Lessor. 3. VP- Houma 1, LLC, Lessor waives all rights to payments under subject lease as against the Government arising prior to October 1st, 2012. 4. Vermillion Properties, LLC, Former Lessor, confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with the lease after October 1st, 2012. 5. Notwithstanding the foregoing, all payments heretofore made by the Government to Vermillion Properties, LLC, and all other actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken. The actual change of ownership took place on October 1st, 2012 and the rent payments from that date to the current date were paid to Former Lessor and both Lessor and Former Lessor waive rental claims stemming from those payments. 6. VP- Houma 1, LLC, Lessor, agrees to indemnify and then save harmless the United States of America from and against any actions, loss, claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the Lease VP- Houma 1, LLC. 		
Continued on page 2 attached here to and made a part of SLA No.5 to Lease GS-07B-16728		

7. Payee Address: 115 E Main Street
Lafayette, LA 70501-6921

8. The Lessor will submit the completed and signed GSA Form 3518, Representations and Certifications, which is part of this lease.

All other items and conditions of the lease shall remain in force and effect.


IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor:

By: 
(Please print name below signature)
Eric Covino

Managing member
(Title)

IN PRESENCE OF


(Please print name below signature)
Ray L. Urdaz


(Title)

Former Lessor:

BY: 
Eric Covino

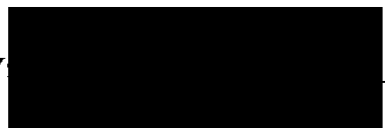
Managing member
(Title)

IN PRESENCE OF


(Please print name below signature)
Ray L. Urdaz

(Title)

UNITED STATES OF AMERICA

BY: 

General Services Administration
819 Taylor Street, Room 5C-18
Fort Worth, TX 76102-6105
Contracting Officer

**ASSIGNMENT OF
LEASE AGREEMENT**

This Assignment of Lease Agreement (the "Assignment") is made as of the 1st day of October, 2012 (the "Effective Date") by and between Vermilion Properties, LLC, a Louisiana limited liability company, represented herein by its authorized managing member, Eric D. Crozier ("Assignor") and VP-Houma 1, LLC, a Louisiana limited liability company, represented herein by its duly Authorized Representative, Eric D. Crozier ("Assignee").

RECITALS

WHEREAS, Assignor entered into a certain US Government Lease for Real Property dated June 22, 2010 (the "Lease") with the United States of America ("Lessee") wherein the Lessee leased a total of 13,152 rentable square feet of office and related space at 178 Civic Center Drive, Houma, Louisiana (the "Premises"). A copy of the Lease is attached hereto as Exhibit A; and

WHEREAS, Assignee is an affiliate of Assignor and the actual owner of the Premises leased to Lessee pursuant to the Lease; and

WHEREAS, Assignor desire to assign, transfer, set over, convey and deliver unto Assignee all of Assignor's rights, benefits and privileges in and to the Lease; and

WHEREAS, Assignee is willing to assume all the obligations of Assignor pursuant to the terms of the Lease; and

WHEREAS, Assignor and Assignee wish to reduce to writing the substance of the Assignment.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, sets over, conveys and delivers unto Assignee all of Assignor's rights, benefits and privileges in and to the Lease.
2. Assignee hereby accepts the aforesaid Assignment and hereby assumes and undertakes and agrees to be bound by all of the obligations of Assignor under the Lease.
3. Assignee does hereby declare that it is familiar with all the terms and provisions of said Lease attached hereto as Exhibit A, and, to the extent of its interests, Assignee agrees to comply with all of the obligations of Assignor thereunder and to be bound by all the terms and provisions thereof.

{Signatures appear on the following page}

EXECUTED by Assignor and Assignee to be effective for all purposes as of the Effective Date.

ASSIGNOR:

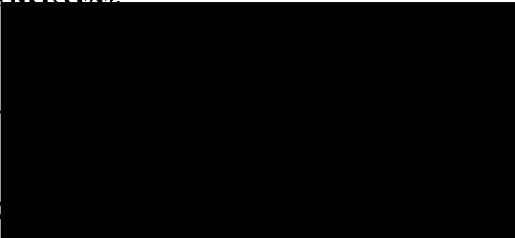
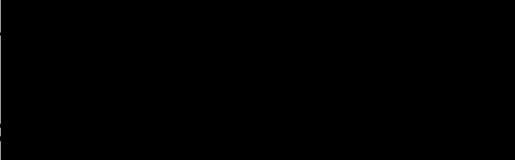
VERMILION PROPERTIES, LLC, a

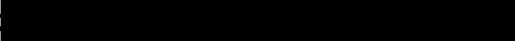
Lou 

By: _____

Its: 

ASSIGNEE:

VP 
Lou 

By: 

Eric D. Crozier
Its: Authorized Representative