

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE**

SUPPLEMENTAL AGREEMENT
NO. 3

DATE

8/30/11

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO: GS-07B-16788

ADDRESS OF PREMISES:

109 New Camellia Blvd, 2nd Floor
Covington, LA 70433-7829

THIS AGREEMENT, made and entered into this date by and between GULF STATES WOW, L.L.C

whose address is:

109 NEW CAMELLIA BOULEVARD, SUITE 100
COVINGTON, LA 70433-7829

hereinafter called the Lessor and UNITED STATES OF AMERICA, hereafter call 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 August 24, 2011 as follows:

The purpose of Supplemental Lease Agreement (SLA) No. 3 is to establish the lease commencement date, to accept the tenant improvements, and to reflect the finalized construction costs of \$368,908.69 for Tenant Improvements (TI).

Paragraph 2 is amended and replaced with the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 24, 2011 and continuing through August 23, 2021, subject to termination and renewal rights as may be hereinafter set forth.

Paragraph 3 is restated:

3. For Years 1-5, The Government shall pay the Lessor annual rent of \$177,130.31, paid monthly in arrears, which includes annual operating cost base of \$26,958.26, annual amortized tenant improvement allowance of \$33,222.42, and annual amortized building specific security of \$4,082.89.

For Years 6-10, The Government shall pay the Lessor annual rent of \$145,418.00 paid monthly in arrears, which includes annual shell rent of \$118,459.74, and annual operating cost base of \$26,958.26.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

GULF STATES WOW, L.L.C.
109 NEW CAMELLIA BLVD SUITE 100
COVINGTON, LA 70433-7829

The total tenant improvement cost for the project totaled \$368,908.69. The Tenant Improvements in the amount of \$139,918.22 shall be amortized through the rent for 5 years at the rate of 7%. The total annual cost of TIs for the amortization period shall be \$33,222.42.

Government accepts an authorized payment for the lump sum amount of \$228,798.47. Upon completion, inspection, and acceptance of the space by the GSA Contracting Officer or Contracting Officer's designee, and receipt of an original invoice, the Government shall reimburse the lessor an amended lump sum amount of \$228,798.47.

Continued on Sheet 2, attached hereto and made a part of the lease.

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

LE

BY

[Redacted Signature]

[Redacted Signature]

(Signature)

Manager

(Title)

Director Project Accounting

(Title)

UNITED STATES OF AMERICA

General Services Administration

Paula J. Barker

Contracting Officer

Paula J. Barker

Sheet 2, attached hereto and made a part of lease GS-07B-16788, Supplemental Lease Agreement No. 3

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with the Lease transaction. In accordance to the Broker Commission and Commission credit paragraph, the broker has agreed to forego [REDACTED] of the commission that is entitled to receive in connection with this lease transaction (Commission Credit). The commission Credit is [REDACTED]. The Lessor agrees to pay commission less the Commission Credit to the Broker in accordance with the Broker Commission and Commission Credit paragraph in the SFO.

Notwithstanding the shell rental payments due and owing under this lease shall be reduced to fully recapture this commission credit. The reduction in shell rent shall commence with the first full month of the rental payments and fully recaptured over the first two months.

The original invoice must be submitted directly to the GSA Finance office electronically on the Finance Website at www.finance.gsa.gov and a copy provided to the Contracting Officer's designee. If you are unable to process the invoice electronically you may mail the original invoice to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer's designee at the following address:

Mechaela Buford
US General Services Administration
819 Taylor Street, Room 5C05
Fort Worth, TX 76102

A proper invoice must be on the Lessor's company letterhead and include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease Contract Number and Building address
- Description, price and quantity of items delivered
- GSA PDN #: PS0020469

If the invoice is not submitted on company letter head, the person (s) with whom the Lease contract is made must sign the invoice. Lessor is responsible for maintenance and repair of the alterations. All alterations shall remain property of the lessor. Lessor hereby waives all rights to restoration pertaining to these alterations.

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

Government Initials

Lessor Initials