

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO 5

DATE 4.6.12

TO LEASE NO.
GS-07B-16824

ADDRESS OF PREMISES: 620 Esplanade Street
Lake Charles, LA 70607

THIS AGREEMENT, made and entered into this date by and between Petro Point Office Building-I, LP whose address is 620 Esplanade Street, Suite 103 Lake Charles, LA 70607-6363

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

WHEREAS, the parties hereto agree to supplement the above Lease.
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on March 7, 2011 as follows:

- 1.) To accept the Tenant Improvements as completed and;
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the square footages of the leased space; and
- 4.) provide the annual rental amounts; and
- 5.) establish the Government's Percentage of Occupancy; and
- 6.) establish the Adjustment for Vacant Space; and
- 7.) to provide for lump sum payment; and
- 8.) to provide for Broker Commission and Commission Credit; and
- 9.) to provide for the completion of the punch list items; and
- 10.) all other terms and conditions are in full force and effect.

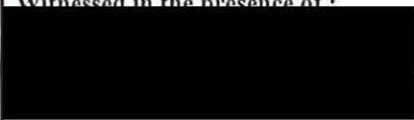
See Attached

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

BY: Petro Point Office Building-I, LP

Signature  _____ Title Owner

FRED A. BOOK, JR
Printed Name

Witnessed in the presence of:
 _____ 4999 Common St. Suite A
(Address)

Denise Benoit
Printed Name _____ Lake Charles, LA 70607
City, State, Zip

Contracting Officer
(Official Title)

Supplemental Lease Agreement #5

LLA16824
620 Esplanade Street
Lake Charles, LA 70607

1.) The Tenant Improvements on **Phase 1/ Expanded Area** have been substantially completed and the Government accepts the leased premise on March 7, 2012.

2.) The Commencement Date of the rental shall be March 7, 2012 and shall expire on March 6, 2022.

3.) The office space square footage shall be 7,456 rentable square feet yielding 6,820 ANSIBOMA Office Area (ABOA).

4.) The Government shall pay the Lessor annual rent as follows:

From March 7, 2012 through March 6, 2017, the total annual rental shall be \$158,286.46, at the rate of \$13,190.54 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$133,769.46, annual Operating Costs of \$24,517.00 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

From March 7, 2017 through March 6, 2022, the total annual rent shall be \$154,339.20, at the rate of 12,861.60. The total annual rent consists of Shell Rent of \$129,822.20 and Operating Costs of \$24,517.00 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

5.) The Percentage Of Occupancy for Tax Reimbursement purposes shall be: 43.22% (7,456 rentable sf of the leased premise/ 17,250 r sf of the building X 100 = 43.22%) and the new Base Year for taxes shall be the taxes in the year of 2012.

6.) The Government's Adjustment For Vacant space shall be a reduction of \$3.59/ANSI-BOMA Office Area.

7.) The total cost of the Tenant Improvements is **\$512,559.00** [**\$339,529.00 (Phase 1/Expanded Area) + \$173,030.00 (Phase 2/Alterations Project)**]. The Lessor and the Government agree that the total cost of the Tenant Improvements is **\$512,559.00** and shall be paid by two lump-sum-payments.


Upon full execution of this SLA #5, the Lessor is authorized to invoice for the first lump sum payment in the amount of **\$339,529.00** for the completion of Tenant Improvements associated with **Phase 1/Expanded area**. Phase 1/Expanded Area consists of the Tenant Improvements within the expanded area of the current leased space.

The second lump sum payment in the amount of **\$173,030.00** shall be paid upon the substantial completion and acceptance by the Government of the Tenant Improvements for the Phase 2/ Alteration Project, necessary to finish the interior of the leased space as depicted on the **Exhibit "A" to SLA #4**. Phase 2/Alterations Project consists of the Tenant Improvements within the existing area of the current leased space.

The Government agrees to pay by lump sum the **Building Specific Amortized Capital (BSAC)** in the amount of **\$46,570.00** upon substantial completion and acceptance by the Government of the Tenant Improvements for the **Phase 2/Alterations Project**. This amount is in addition to the established cost of Phase 2/Alterations Project improvements as described in SLA #4 to this lease.

The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, and shall include the Lease number, building address, and a price and quantity of the items delivered. **It shall reference the number PS0021802** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408. If the Lessor is unable to process this invoice electronically, and invoice may be mailed to:

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

Gov't Initials: 
Lessor Initials: FAB

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

General Services Administration
ATTN: Jeffrey Navarro
300 East 8th Street; Room G150
Austin, Texas 78701

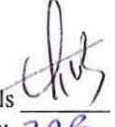
8.) The Lessor and the Broker have agreed to a cooperating lease commission. The total amount of the commission shall change from [REDACTED], as stated in the SF2 to [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the described in Paragraph 2.4 of the SF2, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The Shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit to the Government. The reduction in Shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly rent.

Month	1:	\$13,190.54 minus prorated Commission Credit of [REDACTED]	equals [REDACTED]	adjusted First Month's Rent.
Month	2:	\$13,190.54 minus prorated Commission Credit of [REDACTED]	equals [REDACTED]	adjusted Second Month's Rent.
Month	3:	\$13,190.54 minus prorated Commission Credit of [REDACTED]	equals [REDACTED]	adjusted Third Month's Rent

9.) The Lessor and the Government agree that the requirements specifically identified in Exhibit A of this SLA #5 have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 20 working days of the Government's acceptance of the space for occupancy. Within 7 days of the completion date for the Lessor to cure the deficiencies in Exhibit A of this SLA #5, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective actions have been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

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

Gov't Initials: 
Lessor Initials: FAB