

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 8

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 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 upon execution by the Government, as follows:

- 1.) To accept the tenant improvements as completed, with the exception of the Expansion Area, and;
- 2.) to provide for lump sum payment; and
- 3.) to address the change from Supplemental Lease Agreements to Lease Amendments; and
- 4.) all other terms and conditions are in full force and effect.

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

IN WITNESS WHEREOF, the parties subscribed their names as of this day and year first above written.

FOR THE LESSOR:

Signature: \_\_\_\_\_

Name: FRED A. BODK, JR.

Title: owner - manager

Entity Name: PETRO POINT OFFICE BUILDING-1, LP

Date: 9-24-12

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_

Name: Thomas Bell

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 10-10-12

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_

Name: Denise Benoit

Title: secretary

Date: 9-24-12

FAB

Lease Amendment No. 8  
LLA16824  
620 Esplanade Street  
Lake Charles, LA 70607

1.) Acceptance:

The tenant improvements on **Phase II/Alterations**, and **Security System Project**, have been substantially completed and the government accepts the leased premise on July 27, 2012.

The tenant improvements for the **Expansion Area (SLA #7)** have not been completed. Estimated completion date for the **Expansion Area** is September 15, 2012.

2.) Tenant Improvement Allowance:

The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The Government and the Lessor have agreed that the final total cost of the Tenant Improvements is **\$639,584.52** and shall be paid by four lump-sum payments [**\$339,529.00 (Phase 1) + \$173,030.00 (Phase 2) + \$114,827.47 (Security) + \$12,198.05 (Expansion Area)**] The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

As described in SLA #5, the Phase I/Expanded Area was completed and accepted and the first lump sum payment in the amount of **\$339,529.00** was authorized for invoice. **Phase 1** consist of the Tenant Improvements within the expanded area of the current leased space.

Upon full execution of this Lease Amendment #8, the Lessor is authorized to invoice for the second lump sum payment in the amount of **\$173,030.00** for the completion of the tenant improvements for the Phase 2/ Alteration Project. **Phase 2** consist of the Tenant Improvements within the existing area of the current leased space.

Upon full execution of this Lease Amendment #8, the Lessor is authorized to invoice for the third lump sum payment in the amount of **\$114,827.47** for the completion of the tenant improvements for the Security System Project. **Security System** consists of the Tenant Improvements to install the security system within the existing and expanded area of the current leased space.

Upon full execution of this Lease Amendment #8, the Lessor is authorized to invoice for lump sum payment for the **Building Specific Amortized Capital (BSAC)** in the amount of **\$46,570.00** for the completion 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 herein above.

The fourth lump sum payment in the amount of **\$12,198.05** shall be paid upon the substantial completion and acceptance by the Government of the tenant improvements for the **Expansion Area**, necessary to finish the interior of the leased space estimated to be on or before September 26, 2012.

Upon the full execution of this Lease Amendment #8 the Lessor is authorized to invoice for payment a total of **\$334,427.47** (**\$173,030.00 + \$114,827.47 + \$46,570.00**). To submit for payment of the lump-sum-payments, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **The invoice 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 the invoice electronically, then the invoice may be mailed to:

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

3.) Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

4.) All other terms and conditions of this lease shall remain in full force and effect.

JAB