

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 5	DATE <i>5/2/13</i>
	TO LEASE NO. GS-07B-16941	

ADDRESS OF PREMISES: 794 East Woodlawn Ranch Road, Houma, LA 70363-7211

THIS AGREEMENT, made and entered into this date by and between HOUMA GSA LLC

whose address is 1054 Canal Blvd Ste 3
Thibodaux, LA 70301-4535

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 upon execution of this Supplemental Lease Agreement (SLA) by the Government, as follows:

- 1) To correct the total cost of the Tenant Improvements stated in SLA No. 4;
- 2) To provide a Notice to proceed for Change Order (C/O) 18, 19, 20, 21, 22, 25, and 26;
- 3) To provide for the payment of the Tenant Improvements; and
- 4) All other terms and conditions are in full force and effect.

See Attached

scribes their names as of the above date.

Signature

Title

Robert Picciola

MEMBER

Printed Name

Witnessed in the presence of:

1054 Canal

(Address)

Jean T. Husbands

Thibodaux LA 70301

Printed Name

City, State, Zip

UNITED STATES OF AMERICA

General Services Administration
819 Taylor St., Room 5A18
Fort Worth, TX 76102

Garhett Go...

Contracting Officer
(Official Title)

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LLA16941
794 East Woodlawn Ranch Road, Houma, LA 70363-7211

- 1.) The total cost of Tenant Improvements was misstated in Paragraph 5 of SLA No. 4 as \$644,964.01. The correct amount equals **\$626,022.58**. The first two paragraphs of Section 5 of SLA No. 4 are hereby deleted and replaced with the following:

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

*The total cost of the Tenant Improvements shall change from \$607,498.72 to **\$626,022.58** [\$607,498.72 + \$18,523.86 = \$626,022.58]. The total 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."*

- 2.) Upon this SLA being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the Alterations required in Change Order's 18, 19, 20, 21, 22, 25, and 26 as follows:

Change Order No.	Amount	Exhibit
18	\$ [REDACTED]	A
19	\$ [REDACTED]	B
20	\$ [REDACTED]	C
21	\$ [REDACTED]	D
22	\$ [REDACTED]	E
25	\$ [REDACTED]	F
26	\$ [REDACTED]	G
Total	\$111,313.97	

The total cost of the aforementioned Change Orders equals **\$111,313.97**.

The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings with the exception of the changes herein.

Any changes to the Construction Drawings, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

- 3.) The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The total cost of the Tenant Improvements shall change from \$626,022.58 to **\$737,336.55** [\$626,022.58 + \$111,313.97 = \$737,336.55]. The total Tenant Improvement amount 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.

Upon full execution and delivery of this SLA, the Lessor shall consider this as a Notice to Proceed with the construction of the Change Orders enumerated in Paragraph 1 above. The anticipated date of the completion of the Change Orders and acceptance by the Government is on or before April 30, 2013.

A portion of the total Tenant Improvement cost, equaling \$480,539.50, shall be amortized over the first eight (8) years of the lease term at an interest rate of five and three quarters percent (5.75%), paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is \$75,079.71, paid monthly in arrears in the amount of \$6,256.64.

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The remaining balance of the total cost of the Tenant Improvements is **\$256,797.05** [\$737,336.55 – \$480,539.50 = \$256,797.05], and shall be paid via a lump-sum payment upon the substantial completion and acceptance by the Government of the Tenant Improvements, including the Change Orders enumerated in Paragraph 1 above.

To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the party 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 PS 0023617** 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

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

General Services Administration
Attn: Jason C. Belle
819 Taylor Street, Room 5A18
Ft. Worth, Texas 76102-0181

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

Gov't Initials

Lessor Initials

Handwritten initials for the Government and the Lessor. The Government initials are 'JCB' and the Lessor initials are 'JCB'.