

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07B-17065
LEASE AMENDMENT	
ADDRESS OF PREMISES: 150 Marine Drive Lake Charles, Louisiana 70601-5680	PDN Number: PS0026329

THIS AGREEMENT, made and entered into this date by and between Lake Charles Harbor and Terminal District

whose address is: 150 Marine Drive

Lake Charles, Louisiana 70601-5680

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 lease amendment is to give a notice to proceed for Tenant Improvements (TI), Building Specific Security (BSS), A-11 items, and one Change Order(C/O).

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 24, 2013 upon the full execution of this amendment as follows:

- 1) Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued.
- 2) Description of the TIs, BSS, A-11 items to be constructed; one C/O #1 and provide for an anticipated date of completion; and
- 3) To provide for a Notice to Proceed; and
- 4) To establish the total cost of the TIs, BSS, A-11 items, and one C/O #1; and
- 5) To provide for the method of payment of the total TIs, BSS, A-11 items, and one C/O #1 cost; and
- 6) All other terms and conditions of the lease shall remain in full force and effect.

See Attached

1.) All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

2.) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the TIs, BSS, and A-11 items as depicted and according to the Construction Drawings consisting of 110 pages created by [REDACTED], located at [REDACTED], dated April 24, 2013 and revised on February 22, February 27, March 6, March 12, and March 15, 2013.

This Lease Amendment contains two (2) pages.

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

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

Signature: _____
Name: Pearl Summers-Garza
Title: Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

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

C/O # 1 as it relates to additional Architectural/Engineering time devoted to provide seven (7) drafts of the Design and Intent Drawings in the negotiated amount of [REDACTED]; of which are included in the TI, BSS, and A-11 price proposal(?), and Tenant Improvement Cost Summary (TICS) table in Exhibit "A".

3.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of the TIs, BSS, A-11 items, and C/O #1. The anticipated date of completion of all the TIs, BSS, A-11 items, and C/O #1 is April 7, 2014??

4.) The Government and the Lessor have agreed that the total cost of the TIs, BSS, A-11 items, and C/O #1 is 3,379,706.33. The TI, BSS, A-11, and C/O #1 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 TI, BSS, A-11 items, and C/O #1 by the anticipated date of completion.

Any changes of 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.

5.) The Government shall pay for a portion of the total TI Cost by amortizing \$743,231.44 over the first ten (10) years of the firm term, monthly, in arrears, at an interest rate of 7.00%. Additionally, the Government shall pay for a portion of the BSS cost by amortizing \$139,000.00 over the first ten (10) years of the firm term, monthly, in arrears, at an interest rate of 7.00%. The total amount the Lessor shall amortize is \$882,231.44. The remaining balance of \$2,497,474.89 [\$3,379,706.33 (Total TI, BSS, A-11 items, and C/O #1 Cost) – \$743,231.44 (TI amortized) – \$139,000.00 (BSS amount amortized) = \$2,497,474.89] shall be paid by a lump-sum payment.

Upon the completion of the TI, BSS, A-11 items, C/O #1, and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount amortized) shall be established by a separate LA. The subsequent LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI and Building Specific Amortized Capital (BSAC) cost (if any).

Once the exact amount of the lump-sum payment has been determined by both parties and the LA is fully executed by the Government and the Lessor, then the Lessor may submit for the lump-sum-payment. 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 PS0026329** 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

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: Pearl Summers-Garza
1919 Smith Street, Suite 1600
Houston, TX 77002
832-397-8478

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

INITIALS: _____ & _____
LESSOR LESSOR GOV'T