

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07B-17077
ADDRESS OF PREMISES: Terrebonne Port 1116 Bayou Lacarpe Rd Houma, LA 70363	PDN Number: PS0027217

THIS AGREEMENT, made and entered into this date by and between Terrebonne Port Commission

whose address is: 2503 Petroleum Dr
Houma, LA 70363-5514

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's) and Building Specific Security (BSS).

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:

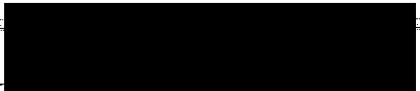
- 1) Description of the changes to the scope of work and provide an anticipated completion date; and
- 2) To provide for a Notice to Proceed; and
- 3) To establish the total cost of the TI's and BSS; and
- 4) To provide for the method of payment of the total TI's and BSS; and
- 5) All other terms and conditions of the lease shall remain in full force and effect.


See Attached

This Lease Amendment contains two (2) pages.


IN WITNESS WHEREOF, the parties subscribed their names

FOR THE LESSOR:

Signature: 
 Name: David Kapatais
 Title: Executive Director
 Entity Name: Terrebonne Port Commission
 Date: 9/17/13


 Name: Jemey Navaro
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, Leasing Division
 Date: 9.20.13

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Natalie Lopez
 Title: Finance Manager
 Date: 9/17/13

1) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the TI's and BSS as depicted in, and according to, the Construction Drawings attached hereto as Exhibit A, consisting of fifty-nine (59) pages, and created by PROVIDENCE/GSE Associates, LLC; located at 991 Grand Caillou Rd., Houma, LA 70363 dated April 1, 2013.

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

2) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of the TI's and BSS. The anticipated date of completion of all the TI's and BSS is April 22, 2014.

3) The Government and the Lessor have agreed that the total cost of the TI's and BSS is \$875,146.50. The TI and BSS 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's and BSS by the anticipated date of completion.

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.

4) The Government shall pay for a portion of the total TI Cost by amortizing \$218,289.71 over the first ten (10) years of the lease term, monthly, in arrears, at an interest rate of 8.00%. Additionally, the Government shall pay for a portion of the BSS cost by amortizing \$22,000.00 over the first ten (10) years of the lease term, monthly, in arrears, at an interest rate of 8.00%. The total amount the Lessor shall amortize is \$240,289.71. The remaining balance of \$634,856.79 [\$875,146.50 (Total TI and BSS cost) - \$218,289.71 (TI amortized) - \$22,000.00 (BSS amount amortized) = \$634,856.79] shall be paid by a lump-sum payment.

Upon the completion of the TI's and BSS, 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 PS0027217 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: Jeffrey Navarro~~
300 E. 8th St., Room G150
Austin, TX 78701
Tel 512-916-5957

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

INITIALS:

DBR
LESSOR

&

[Signature]
GOVT