

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 5
	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 Drive  
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).

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 29, 2014 upon the full execution of this amendment as follows:

- 1.) To provide a Notice to Proceed for Change Order C/O No. 2 and provide for an anticipated date of completion; and
- 2.) To change the total cost of the Tenant Improvements and Building Specific Security (BSS); and
- 3.) To provide for the method of payment of the Tenant Improvements and Building Specific Security (BSS); and
- 4.) All other terms and conditions are in full force and effect.


**See Attached**


This Lease Amendment contains 4 pages, inclusive of Exhibit "A".

All other terms and conditions of the lease shall remain in force and effect  
IN WITNESS WHEREOF, the parties subscribed their names as of the below


**FOR THE LESSOR: Terrebonne Port Commission**

**FOR THE**

Signature:   
Name: David Kabilais  
Title: Exec. Director  
Entity Name: TERREBONNE PORT COMMISSION  
Date: 10/1/14

Signature:   
Name: Thomas Bell  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Leasing Division  
Date: 10-21-14

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: NATALIE LEBLANC  
Title: Executive Director  
Date: 10/1/14

1) 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 in accordance with Change Order No. 2 totaling [REDACTED]; which is depicted in the attached Exhibit "A" (2 Pages). The anticipated date of completion of all the TI's and BSS is October 10, 2014.

2) The Government and the Lessor have agreed that the total cost of the TI's and BSS shall change from \$834,914.77 to [REDACTED] [\$875,146.50 (TI and BSS) – \$40,231.73 (C/O No. 1 - Credit) + [REDACTED] (C/O 2) = [REDACTED]]. 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.

3) 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 [\$218,289.71 (TI) + \$22,000.00 (BSS) = \$240,289.71]. The remaining balance of [REDACTED] [\$875,146.50 (Total TI and BSS cost) – \$218,289.71 (Amortized TI) – \$22,000.00 (Amortized BSS) – [REDACTED] (C/O No. 1 - Credit) + [REDACTED] (C/O No. 2) = [REDACTED]] 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 800-676-3690.

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. 8<sup>th</sup> St., Room G150  
Austin, TX 78701  
Tel 512-916-5957

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

INITIALS: DAE  
LESSOR

&

[Signature]  
GOVT