

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-07P-LLA17168
ADDRESS OF PREMISES Corporate Centre 5757 Corporate Boulevard Baton Rouge, LA 70808-2515	PDN Number:

**THIS AMENDMENT** is made and entered into between BFH INVESTMENTS, LLC

whose address is: 8550 United Plaza Boulevard, Suite 702  
Baton Rouge, Louisiana 70809-0200

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 increase the amount of space leased to the Government and memorialize changes to the rent payment schedule, Broker Commission and Commission Credit, Percentage of Occupancy and Operating Cost Base.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- 1.) To increase the amount of area leased by the Government and to change the Common Area Factor; and
- 2.) To increase the Rental Payment Schedule; and
- 3.) To increase the Broker Commission and Commission Credit; and
- 4.) To change the Percentage of Occupancy; and
- 5.) To change the Operating Cost Base; and
- 6.) All other terms and conditions shall remain in full force and effect.

This Lease Amendment contains 6 pages (Includes 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 date.

**FOR THE LESSOR:** BFH INVESTMENTS, LLC

**FOR THE GOVERNMENT:**

Signature:

Name: ROBERT E HEBERT JR

Title: MEMBER

Entity Name: BFH INVESTMENTS LLC

Date: 12-9-2015

Signature:

Name: Nancy Lopez

Title: Lease Contracting Officer

GSA, Public Buildings Service,

Date: 12-10-2015

**WITNESSED FOR THE LESSOR BY:**

Signature:

Name: Margaret M Hebert

Title: \_\_\_\_\_

Date: 12/9/15

1. Paragraph 1.01, "The Premises (JUN 2012)" of the Lease No. GS-07P-LLA17168 is deleted in its entirety and replaced with the following:

**THE PREMISES (JUN 2012)**

The Premises are described as follows:

A. Office and Related Space: **11,962** rentable square feet (RSF), yielding **10,354** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space as depicted on the floor plan(s) attached hereto as Exhibit A (2 Pages), as follows:

1. 11,080 rentable square feet (RSF), yielding 9,635 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2<sup>nd</sup> floor(s) and known as Suite(s) 200, of the Building.
2. 882 rentable square feet (RSF), yielding 719 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1<sup>st</sup> floor(s), of the Building.

B. Common Area Factor: The Common Area Factor (CAF) is established as **15.530230** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

2. Paragraph 1.03, "Rent and Other Consideration (SEP 2013)" of the Lease No. GS-07P-LLA17168 is deleted in its entirety and replaced with the following:

**RENT AND OTHER CONSIDERATION (SEP 2013)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$192,732.46	\$221,655.86
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$98,540.30	\$0.00
OPERATING COSTS <sup>3</sup>	\$69,712.08	\$69,712.08
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$0.00	\$0.00
PARKING <sup>4</sup>	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$360,984.84</b>	<b>\$291,367.94</b>

<sup>1</sup>Shell rent calculation:

(Firm Term: Years 1-5) \$16.1121 (rounded to **\$16.11**) per RSF multiplied by **11,962 RSF**

(Non-Firm Term: Years 6-10) \$18.5300 (rounded to **\$18.53**) per RSF multiplied by **11,962 RSF**

<sup>2</sup>The Tenant Improvement Allowance of **\$429,905.33** is amortized at a rate of 5.50 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$5.8278 (rounded to **\$5.83**) per RSF multiplied by **11,962 RSF**

<sup>4</sup>Parking costs described under sub-paragraph H below

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In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **10,354 ABOA SF** based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. This sub-paragraph is intentionally deleted

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Parking shall be provided at a rate of **\$0.00** per parking space per month (structured/inside), and **\$0.00** per parking space per month (surface/outside).

3. Paragraph 1.04, "Broker Commission and Commission Credit (JUN 2012)" of the Lease No. GS-07P-LLA17168 is deleted in its entirety and replaced with the following:

#### **BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. JLL (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to JLL with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

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Month 1 Rental Payment **\$30,082.07** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment **\$30,082.07** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

4. Paragraph 1.13, "Percentage of Occupancy for Tax Adjustment (JUN 2012)" of the Lease No. GS-07P-LLA17168 is deleted in its entirety and replaced with the following:

**PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **24.92** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **11,962 RSF** by the total Building space of 47,992 RSF.

5. Paragraph 1.15, "Operating Cost Base (SEP 2013)" of the Lease No. GS-07P-LLA17168 is deleted in its entirety and replaced with the following:

**OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$5.83** per RSF (**\$69,712.08/annum**).

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