

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 9 TO LEASE NO. GS-07P-LLA17168
ADDRESS OF PREMISES Corporate Center 5757 Corporate Boulevard Baton Rouge Louisiana 70808-2515	PDN Number: PS0035060

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.

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 incorporate the punch list at substantial completion as "Exhibit A," inclusive of follow-up inspection dates; and
- 2) To accept the space as substantially complete, which therefore, establishes the Lease commencement date; and
- 3) To restate the Rent; and
- 4) To restate the Broker Commission and Commission Credit; and
- 5) To establish the total cost of the TIs; and
- 6) To provide the method of payment of the total TIs; and
- 7) All other terms and conditions shall remain in full force and effect


See Page 2

This Lease Amendment contains 9 pages (Including Exhibit A).

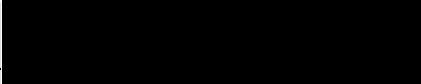
All other terms and conditions of the lease shall remain in force and effect.

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


FOR THE LESSOR: BFH Investments, LLC

Signature: 
 Name: ROBERT E HEBERT JR
 Title: MEMBER
 Entity Name: BFH INVESTMENTS LLC
 Date: 1-6-2017

FOR THE GOVERNMENT:

Signature: 
 Name: Jacqueline Forys
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 1/9/17

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: MARGARET M HEBERT
 Title: _____
 Date: 1-6-2017

- 1.) The DEA Baton Rouge, LA Punch list dated January 3, 2017 (attached as Exhibit A) shall be incorporated into the Lease. Re-inspection of the punch list is tentatively scheduled to take place on January 20, 2017.
- 2.) The Government accepts the space as substantially complete as of January 3, 2017. The effective commencement date of the rental shall be January 3, 2017 and shall expire on January 2, 2027.
- 3.) Section 1.03 RENT AND OTHER CONSIDERATION is restated as follows:

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 ¹	\$192,732.46	\$221,655.86
TENANT IMPROVEMENTS RENT ²	\$98,540.30	\$0.00
OPERATING COSTS ³	\$69,712.08	\$69,712.08
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$0.00	\$0.00
PARKING ⁴	\$6,000.00	\$6,000.00
TOTAL ANNUAL RENT	\$366,984.84	\$297,367.94

¹Shell 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**

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

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

⁴Parking costs described under sub-paragraph H below

- 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.

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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. 38 (13 surface plus 25 structured) parking spaces 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). 25 of these spaces shall be provided within a secured fenced area. In addition, 27 parking surface, unsecured parking spaces shall be provided at \$6,000.00 per year. Total parking is 65 (25 structured and 40 surface). Costs associated with parking at \$6,000.00 per year will not be included in the Broker Commission and Commission Credit.

4.) Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT is restated as follows:

1.04 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:

Month 1 Rental Payment \$30,582.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$30,582.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

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

5.) The Government and the Lessor have agreed that the total cost of the TIs, and including all approved change orders, is \$1,237,460.29. The TI costs include all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TIs.

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6.) The Government shall pay for the total Tenant Improvement Cost by amortizing **\$429,905.33** over the first five (5) years of the term at an interest rate of 5.50 percent. The remaining balance of the total costs of the Tenant Improvements is **\$807,554.96** (TI total cost of \$ 1,237,460.29- TI amortization of **\$429,905.33** = **\$807,554.96**) and shall be paid by a lump-sum payment.

Upon acceptance of the TIs by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, shall include the Lease number, building address, and a price and quantity of items delivered. The invoice shall reference the PDN number PS0035060 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/>. 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 Lease Contracting Officer at the following address:

General Services Administration
Attn: Nancy Lopez
819 Taylor Street, Room 11A01
Fort Worth, TX 76102-0181

7.) All other terms and conditions shall remain in full force and effect.

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