

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
LEASE AMENDMENT	TO LEASE NO. GS-07P-LLA17303
ADDRESS OF PREMISES 115 TERRY PARKWAY, GRETNA, LA 70056	PDN Number: PS0032664

THIS AMENDMENT is made and entered into between EL JAOUHARI, LLC

whose address is: 1122 DECATUR STREET, NEW ORLEANS, LA 70166

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government;

WHEREAS, the parties hereto desire to amend the above Lease to provide the Notice to Proceed for the Tenant Improvements and update the tenant improvement amount.

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 full execution by the Government as follows:

- 1.) Description of the Tenant Improvements to be constructed; and
- 2.) To provide a Notice to Proceed for the tenant improvements and to order tenant improvements which exceed the tenant improvement allowance; and
- 3.) To provide for the payment of the Tenant Improvements; and
- 4.) All other terms and conditions are in full force and effect.

This Lease Amendment contains 2 pages, exclusive of Exhibit A which contains 24 pages and Exhibit B which contains 1 page.

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:

Signature:   
Name: El Jaouhari, LLC  
Title: Member  
Entity Name: El Jaouhari, LLC  
Date: 5/8/2015

FOR THE GOVERNMENT:

Signature:   
Name: KRISTINE DELFORTO  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 9/9/15

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: DORA SCHONEST  
Title: \_\_\_\_\_  
Date: 9/8/15

- 1.) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted and according to the Construction Drawings created by Albert Architecture, which are attached as Exhibit A to this Lease Amendment # 2.

The Lessor remains responsible for the accuracy of the Construction Drawings as stated in Paragraph 4.01, Schedule for Completion of Space (Sep 2012). This Lease Amendment does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings.

- 2.) The Government and the Lessor have agreed that the total cost of the TIs is \$656,221.44, as shown on the Tenant Improvement Cost Summary (TICS) attached as Exhibit B to this Lease Amendment No. 2. The TI cost includes all of the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI by the anticipated date of completion.
- 3.) The Government shall pay for a portion of the total TI Cost by amortizing \$473,442.55 over the first five (5) years of the term, monthly in arrears, at an interest rate of 6.5%. All of the remaining balance of \$182,778.89 [\$656,221.44 (Total TI cost) - \$473,442.55 (TI amortized) = \$182,778.89] shall be paid by lump-sum.

Upon the completion of the TI 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 cost (if any).

Upon completion, inspection and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment, upon receipt of an original invoice after completion, inspection and acceptance of the space by the Contracting Officer. 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 PS0032664 and shall be sent electronically to the GSA Finance Website at <https://www.finance.gsa.gov>. 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: Kristine Deltoro  
200 NW 4<sup>th</sup> Street, Room 4050  
Oklahoma City, OK 73102  
405-231-5437

INITIALS:

  
LESSOR

&

  
GOVT