

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 2	DATE <u>1/23/12</u>
	TO LEASE NO. GS-07B-16701	

ADDRESS OF PREMISES 18134 E. Petroleum Drive
Baton Rouge, LA 70809

THIS AGREEMENT, made and entered into this date by and between LBA-GSA Baton Rouge, LLC

~~hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:~~

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon signing by both parties as follows:

The purpose of this Supplemental Lease Agreement is to correct the operating cost and pay a claim in the amount of \$90,033.77 for cost incurred by the lessor due to a project delay by the Government. (See Contracting Officers Final Decision Letter Attachment A).




In consideration of the above, the Government and Lessor shall forever release all claims and liability related to the delay claim for Design Intent Drawings and Construction Drawings paid under lease GS-07B-16701. The Government also forever agrees to make no other rental adjustments related to this reconciliation. This agreement does not effect the Government's rights henceforth pursuant to lease GS-07B-16701.

The Government will pay the amount of \$90,033.77 to the Lessor in a lump sum payment upon receipt of a proper invoice that has been electronically submitted to GSA. The invoice should have the Lessor's name and lease number cited exactly as it appears on the lease contract. The invoice should include a PDN# PS0021325 that will be provided by the contacting officer. The Lessor should submit an invoice electronically on the GSA Finance Website at www.finance.gsa.gov (instructions for submitting invoices are found on the website). The lump sum payments will made 30 days in arrear.

Paragraph 10 Of the SF2 is deleted in it's entirety and replaced with the following:

10. In accordance with the SFO paragraph entitled Operating Cost Base, the escalation base is established as \$4.9598275/RSF (\$71,389.24).

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 above date.

LESSOR LBA-GSA Baton Rouge, LLC
 BY  _____ Member _____ (Title)
 IN  _____
 _____ (Address)

U
 B _____ CONTRACTING OFFICER
 GENERAL SERVICES ADMINISTRATION
 (Official Title)