

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 1	DATE 10-11-11
	TO LEASE NO. GS-07B-16824	

ADDRESS OF PREMISES: 620 Esplanade Street
Lake Charles, LA 70607

THIS AGREEMENT, made and entered into this date by and between Petro Point Office Building-I, LP

whose address is 620 Esplanade Street
Suite 103
Lake Charles, LA 70607-6363

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

WHEREAS, the parties hereto agree to supplement the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on October 1, 2011 as follows:

- 1.) Description of the Tenant Improvements to be constructed; and
- 2.) To provide a Notice to proceed; and
- 3.) To provide for the payment of the Tenant Improvements; and
- 4.) To incorporate the GSA approved Design Intent Drawings; and
- 5.) All other terms and conditions are in full force and effect.

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

BY: Petro Point Office Building-I, LP



Managing Partner - owner
Title


FRED A. BOOK, JR
Printed Name



4999 Common Street, Ste A
(Address)

Denise Bennit

Lake Charles, La 70607
City, State, Zip



Contracting Officer
(Official Title)

Supplemental Lease Agreement #1
LLA16824
620 Esplanade Street
Lake Charles, LA 70607

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 Drawing created by H. Curtis Vincent–Steven D. Shows Architects dated July 14, 2011 and is attached as Exhibit “A” consisting of 16 pages . The Lessor remains responsible for the accuracy of the Construction Drawings as stated in the Solicitation For Offer under “Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings.” This Supplemental Lease Agreement does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings.

2.) Upon full execution of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the Tenant Improvement construction. The anticipated date of completion and acceptance by the Government is on or before January 2, 2012.

3.) The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The Government and the Lessor have agreed that the total cost of the Tenant Improvements shall be **\$330,035.00 shown on the proposal** attached as Exhibit “B” consisting of 2 pages. The Tenant Improvement 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 Tenant Improvements by the anticipated date of completion.

Any changes of the Construction Drawings which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

The total cost of the Tenant Improvements is **\$330,035.00** and shall be paid by a lump-sum-payment upon the substantial completion and acceptance by the Government of the tenant improvements necessary to finish the interior of the leased space as depicted on the attached Exhibit “B” consisting of 2 pages. Additionally, the Government may pay by lump-sum or amortize the Building Specific Amortized Capital (BSAC) amount of \$46,570 over the first five years, monthly, at an interest rate of 5.00%. All fees, permits and architectural plans are the responsibility of the Lessor and are included in the lump-sum-payment amount.

To submit for payment of 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 PS0021802** 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 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

Gov’t Initials



Lessor Initials:



Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer/Realty Specialist at the following address:

General Services Administration
ATTN: Kristen Jackson
819 Taylor Street 5A18
Fort Worth, TX 76102

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent Supplemental Lease Agreement.

4.) The GSA approved Design Intent Drawings dated February 18, 2011 created by H. Curtis Vincent–Steven D. Shows Architects project number A1 1100 consisting of 1 page for the build-out of the leased space located at 620 Esplanade Street Lake Charles, LA 70607 are hereby incorporated into the lease agreement.

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

Gov't Initials _____

Lessor initials: JAB