

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07B-17040
LEASE AMENDMENT	
ADDRESS OF PREMISES: 1250 Poydras Street New Orleans, LA 70113-1818	PDN Number: PS0028189

THIS AGREEMENT, made and entered into this date by and between Poydras Properties, LLC

whose address is: 1250 Poydras Street, Suite 2460
New Orleans, LA 70113-1871

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 give a notice to proceed for Tenant Improvements and Building Specific Security.

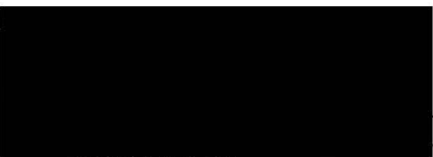
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 23, 2013 upon the full execution of this amendment as follows:

- 1) Description of the changes to the scope of work and provide an anticipated completion date; and
- 2) To provide for a Notice to Proceed; and
- 3) To establish the total cost of the Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC); and
- 4) To provide for the method of payment of the total TIs and BSAC; and
- 5) To revise the Annual Rent; and
- 6) To revise the Broker Commission and Commission Credit; and
- 7) All other terms and conditions of the lease shall remain in full force and effect.

This Lease Amendment contains three (3) pages.

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

FOR THE LESSOR



Signature: _____
Name: _____
Title: _____
Entity Name: Poydras Properties LLC
Date: 2/3/14

FOR THE GOVERNMENT



Signature: _____
Name: Jeffrey Navarro
Title: Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
Date: 2-18-14

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: Michelle Hill
Title: Property Manager
Date: 2/3/14

1.) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the TIs and BSAC items as depicted and according to the Construction Drawings consisting of sixty-four (64) pages created by FOCUS Architecture, dated May 23, 2013.

The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings.

2.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of the TIs and BSAC. The anticipated date of completion of all the TIs and BSAC is July 1, 2014.

3.) The Government and the Lessor have agreed that the total cost of the TIs is \$2,068,460.38 and the total cost of the BSAC is \$230,910.00 for a combined total cost of \$2,299,370.38. The TI and BSAC 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 TI and BSAC 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 Lease Contracting Officer.

4.) The Government shall pay for a portion of the total TI Cost of \$2,068,460.38 by amortizing \$871,424.05 over the first ten (10) years, monthly, in arrears, at an interest rate of 0.00%. Additionally, the Government shall pay for the entire BSAC cost by amortizing \$230,910.00 over the first ten (10) years, monthly, in arrears, at an interest rate of 0.00%. The total amount the Lessor shall amortize for TI and BSAC costs is \$1,102,334.05. The Government reserves the right to pay in lump sum for all BSAC in lieu of the amortization terms stated herein. A Lease Amendment for acceptance of all TI and BSAC will detail that decision.

The remaining balance of **\$1,197,036.33** [\$2,299,370.38 (Total TI and BSAC) – \$871,424.05 (TI amortized) – \$230,910.00 (BSAC amount amortized) = \$1,197,036.33] shall be paid by a lump-sum payment.

Upon the completion of the TI and BSAC, 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 (BSAC) cost (if any).

Once the exact amount of the lump-sum payment has been determined by both parties and the LA is fully executed by the Government and the Lessor, then the Lessor may submit for 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 **PS0028189** 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

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: Jeffrey Navarro
 300 E 8TH ST G150
 AUSTIN TX 78701-3233
 Phone:(817) 850-5542

INITIALS:


 LESSOR

&


 GOV'T

5.) The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

From Year 1 to Year 10 the Government shall pay annual rent of \$620,703.22 monthly in arrears at the monthly rate of \$51,729.27. The annual rent includes Shell Rent of \$367,306.81, Operating Costs of \$143,163.00, Amortized TI of \$87,142.41, and Amortized BSAC of \$23,091.00.

From Year 11 to Year 15 the Government shall pay annual rent of \$510,469.81 monthly in arrears at the monthly rate of 42,539.15. The annual rent includes Shell Rent of \$367,306.81 and Operating Costs of \$143,163.00.

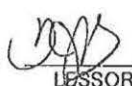

6.) BROKER COMMISSION AND COMMISSION CREDIT:

Studley, Inc. ("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 Studley, Inc. 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.

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 \$51,725.27 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.
- Month 2 Rental Payment \$51,725.27 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.
- Month 3 Rental Payment \$51,725.27 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.
- Month 4 Rental Payment \$51,725.27 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.
- Month 5 Rental Payment \$51,725.27 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.

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

INITIALS:  LESSOR &  GOV'T