

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07P-LLA17049 / LLA17049
ADDRESS OF PREMISES 438 Ave. B Bogalusa, LA 70427	PDN Number: PS0028302

THIS AMENDMENT is made and entered into between

whose address is:

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 agreement is as follows:

- 1.) To accept the tenant improvements as completed; and
- 2.) To remove ("shelf above the lavatory"); and
- 3.) To establish the Commencement Date of the lease rental payments; and
- 4.) To establish the square footages of the leased space; and
- 5.) To provide the annual rental amounts; and
- 6.) To establish the Governments percentage of occupancy; and
- 7.) To establish Operating Cost Base; and
- 8.) To establish the reduction amount for vacant space; and
- 9.) To establish the Common Area Factor (CAF); and
- 10.) To reconcile and provide for the payment of the Tenant Improvements; and
- 11.) To restate the commission and commission credit.

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

Continues on Page 2

This Lease Amendment contains 3 pages.

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: _____
Title: Owner
Entity Name: _____
Date: Sept/14-1914

FOR THE GOVERNMENT:

Signature: _____
Name: KRISTAL DELORTO
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: September 19, 2014

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Karla McGhee
Title: _____
Date: _____

- 1.) The tenant improvements have been substantially completed and the Government accepts the leased space on September 03, 2014.
- 2.) SFO NO: 0LA2120 dated 04/25/2011, a part of Lease No: GS-07P-LLA17049 dated January 30, 2013, Section 8.6 TOILET ROOMS, A. Building Shell, 2. A. is hereby changed to read as follows:



a mirror above the lavatory;
- 3.) The total term of the lease agreement is fifteen (15) years with a firm term of ten (10) years. The commencement date of the rental shall begin on September 03, 2014 and shall expire on September 02, 2029, subject to the termination rights set forth in the Lease in Section 1.3 LEASE TERM (SEP 2000).
- 4.) Based upon the as-built plans provided at occupancy, the office space square footage shall be 5,177 rentable square feet yielding 5,137 ANSIBOMA Office Area (ABOA). Included at no additional cost to the government twenty eight (28) on site surface parking spaces, including fourteen (14) reserved spaces for the exclusive use of Government employees.
- 5.) The Government shall pay the Lessor annual rent as follows:

From September 03, 2014 to September 02, 2024, the total annual rent shall be \$164,917.69 paid monthly in arrears. The total annual rent consists of annual Shell rent of \$107,857.05, annual Operating Costs of \$34,162.00, and annual Tenant Improvement Amortization cost of \$22,898.64.

From September 03, 2024 to September 02, 2029, the total annual rent shall be \$152,830.62 paid monthly in arrears. The total annual rent consists of annual Shell rent of \$118,668.62 and annual Operating Costs of \$34,162.00 plus annual Operating Costs adjustments.
- 6.) The Government's Percentage of Occupancy, as defined in the Real Estate tax adjustment clause of this lease is 92.45 % (percent). The percentage of occupancy is derived by dividing the total Government space of 5,177 RSF by the total building space of 5,600 RSF.
- 7.) The parties agree that for the purpose of applying the clause titled "Operating Cost Adjustment" that the Lessor's Base rate for operating cost adjustments is established at \$34,162.00 Per annum.
- 8.) The Government's adjustment of vacant space shall be a reduction of \$1.50 per ABOASF per annum.
- 9.) The Common Area Factor (CAF) is established at 1.01 (5,177 / 5,137).
- 10.) The total cost of the Tenant Improvements is \$459,729.92

The portion of the total Tenant Improvement costs to be amortized is \$159,004.30. This amount shall be amortized over the first ten (10) years of the lease at an interest rate of seven and three quarter percent (7.75%). The annual cost of the amortized portion of the Tenant Improvement cost is \$22,898.64 and shall be paid monthly in arrears.

The remaining balance of the total cost of the Tenant Improvements is \$300,725.62 [\$459,729.92 - \$159,004.30 = \$300,725.62] and shall be paid by a lump-sum payment upon the substantial completion and acceptance by the Government of the Tenant Improvements.

INITIALS:  LESSOR &  GOVT

Invoices shall be submitted to the Greater Southwest Financial Center (with a copy to the Contracting Officer) electronically on the Finance Website at . Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

US General Services Administration
ATTN: Contracting Officer, Kristine Deltorto
200 NW 4th Street, Room 4050
Oklahoma City, OK 73102

A proper invoice must include the following:

- Invoice Date
- Unique Invoice Number
- Name of the Lessor as shown on the Lease
- Lease Contract Number, Building Address, and a Description, Price, and Quantity of Items delivered
- GSA PDN #PS0028302

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.



11). The Lessor and Broker have agreed to a cooperating lease commission of [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 Amerivet Real Estate Services Inc., as the small business partner with CBRE, Inc. under the GSA National Broker Contract, with the remaining [REDACTED], which is the "Commission Credit", to be credited to the shell 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 full month of the rental payments and continue as until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

First Full Month's Rental Payment of \$13,743.14 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted First Month's Rent.

Second Full Month's Rental Payment of \$13,743.14 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Second Month's Rent.

Third Full Month's Rental Payment of \$13,743.14 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Third Month's Rent.

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

INITIALS:  LESSOR &  GOVT