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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. 4 |
| | TO LEASE NO. GS-07B-17065 |
| ADDRESS OF PREMISES: 152 Marine Street, Lake Charles, Louisiana 70601 | PDN Number: PS0026329 |

THIS AGREEMENT, made and entered into this date by and between Lake Charles Harbor and Terminal District

whose address is: 150 Marine Drive
Lake Charles, Louisiana 70601-5680

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 accept the Tenant Improvements as substantially complete.

- 1.) To accept the Tenant Improvements as substantially complete; and
- 2.) Establish the Commencement Date of the lease rental payments; and
- 3.) Establish the square footages of the leased space; and
- 4.) Provide the annual rental amounts; and
- 5.) Establish the Governments Percentage of Occupancy; and
- 6.) Establish the reduction amount for vacant space; and
- 7.) Establish the Base for the Operating Cost adjustment; and
- 8.) Establish the Common Area Factor; and
- 9.) To provide for the payment of the Tenant Improvements; and
- 10.) To state the new address of premises; and
- 11.) All other terms and conditions of the lease are in full force and effect.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 1, 2014, as follows: See Attached

This Lease Amendment contains 8 pages inclusive of Attachment "A".

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

[Redacted Signature]

FOR THE GOVERNMENT:

Name: William J. Roke III
Title: EXECUTIVE DIRECTOR
Entity Name: Lake Charles Harbor and Terminal District
Date: 7-23-14

Signature: _____
Name: Pearl Summers-Garza
Title: Lease Contracting Officer
GSA, Public Buildings Service, 1919 Smith St., Suite 1600
Houston, TX. 77002
Date: _____

WITNESS [Redacted Signature]

Signature: _____
Name: DONALD BRINKMAN
Title: DIA. IENG
Date: 7-23-14

1.) The tenant improvements have been *substantially* completed and the government accepts the leased space on June 1, 2014. The Lessor and the Government agree that the requirements specifically identified in Attachment "A", GSA Form 1204 Condition Survey Report of this lease have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies by July 15, 2014. The Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs.

2.) The Commencement Date of the rental shall be June 1, 2014 and shall expire on May 31, 2029, subject to the termination rights set forth in the lease. This lease has a firm term of ten (10) years.

3.) The leased premise square footage shall be 24,123 Rentable Square Feet (RSF) yielding 23,164 ANSI/BOMA Office Area (ABOA).

4.) The Government shall pay the Lessor annual rent as follows:

From June 1, 2014 through May 31, 2024, the total annual rental shall be \$694,247.67 at the rate of \$57,853.97 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$443,621.98, annual Operating Costs of \$143,773.08 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization of \$106,852.61, and no Building Specific Amortized Capital (BSAC).

From June 1, 2024 through May 31, 2029, the total annual rent shall be \$587,395.06. The total annual rent consists of Shell Rent of \$443,621.98 and Operating Costs of \$143,773.08 plus annual Operating Cost adjustments. There are no annual Tenant Improvement Amortization or BSAC.

5.) The Percentage of Occupancy: This leased premise is exempt from real estate taxes.

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6.) The Government's Adjustment for Vacant Space shall be a reduction of \$7.66/ABOA.

7.) In accordance with the SFO paragraph entitled "Operating Cost", the escalation base shall be \$143,773.08.

8.) In accordance with the SFO paragraph entitled "Common Area Factor", the Common Area Factor shall be 1.04 (24,123 RSF/23,164 ABOA).

9.) The total cost of the Tenant Improvements is \$3,450,298.33. The Lessor and the Government agree that a lump-sum payment for a portion of the total Tenant Improvement cost shall be made in the amount of \$2,683,396.19. The remaining balance of \$766,902.14 shall be amortized monthly into the rent at the rate of seven percent (7.0%) over the first ten (10) years of the lease as stated in paragraph four (4) above. There are no BSAC.

The Lessor agrees that the invoice shall be printed on the same letterhead as the party named on this lease, shall include the lease number, building address, and a price and quantity of the items delivered. It shall reference the number **PS0026329** 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 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

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

Pearl Summers-Garza
U.S. General Services Administration (7PRA)

INITIALS: WTR & _____
LESSOR LESSOR GOVT

1919 Smith Street, Suite 1600
Houston, Texas 77002

10.) The old address was 150 Marine Drive, Lake Charles, Louisiana 70601-5680 and the new address is 152 Marine Street, Lake Charles, Louisiana 70601 which is listed in the top left of this lease amendment in the "Address of Premises" box.

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

INITIALS: WJR & _____
LESSOR GOVT