

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 5
	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.

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

- 1) To provide for a Notice to Proceed for Change Orders (C/O) #4 and provide for an anticipated date of completion; and
- 2) To change the total cost of the Tenant improvements; and
- 3.) To provide for the method of payment of the total Tenant improvements; and
- 4.) All other terms and conditions of the lease shall remain in full force and effect.

See Attached

This Lease Amendment contains two (2) pages plus Exhibit "A".

IN WITNESS WHEREOF, the parties have hereunto signed their names as of the below date.

FOR THE LESSOR

FOR THE GOVERNMENT

Signature:

Signature:

Name:

Name:

Title:

Title:

Entity Name:

GSA, Public Buildings Service, Leasing Division

Date:

Date:

WITNESSED BY

Signature:

Name:

Title:

Date:

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required in change order C/O #4 as it relates to construction of the following items: roller shades, front entry lobby signs, key cabinets, interior room signs, [REDACTED], flag pole removal, removing tinting from [REDACTED], and [REDACTED] respectively; all of which are depicted in the attached Exhibit "A." The total cost of C/O #4 is [REDACTED]. The anticipated date of completion of all the Tenant Improvements (TI) and Tenant Specific Security (TSS) is on or before October 30, 2014.

2.) The Government and the Lessor have agreed that the total cost of the TIs shall change from \$3,450,298.33 to [REDACTED] [\$3,450,298.33 + [REDACTED] for C/O #4 = [REDACTED]]. The TI cost of [REDACTED] 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 costs covered by change order #4 on or before the anticipated date of completion.

3.) Since these change orders were accomplished after space acceptance, the Government shall pay by lump-sum payment. All of the remaining balance of [REDACTED] [REDACTED] - \$2,683,396.19 (paid in lease amendment #4) = [REDACTED] shall be paid by lump-sum. In Lease Amendment #4 of this lease, the Lessor and the Government agreed that a lump-sum payment for a portion of the total Tenant Improvement cost was paid 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.

Once the exact amount of the lump-sum payment has been determined by both parties and the Acceptance Lease Amendment is fully executed by the Government and the Lessor, the Lessor may then 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 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

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following email address: Pearl.Summers-Garza@gsa.gov.

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

INITIALS:

  
LESSOR

&amp;

  
GOVT