

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4 TO LEASE NO. GS-07P-LLA17168
ADDRESS OF PREMISES Corporate Centre 5757 Corporate Boulevard Baton Rouge, LA 70808-0020	PDN Number:

THIS AMENDMENT is made and entered into between **BFH INVESTMENTS, LLC**

whose address is: 8550 United Plaza Boulevard, Suite 702
Baton Rouge, Louisiana 70809-0020

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 increase the amount of space leased to the Government and memorialize changes to the rent payment schedule, Broker Commission and Commission Credit, Percentage of Occupancy and Operating Cost Base.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- 1.) To increase the number of parking spaces included in the lease; and
- 2.) To memorialize changes the Rental Payment Schedule; and
- 3.) To establish the Broker Commission and Commission Credit; and
- 4.) To replace Exhibit B with an updated parking plan; and
- 5.) To establish the anticipated date of completion and acceptance of Tenant Improvements by the Government; and
- 6.) All other terms and conditions shall remain in full force and effect.

This Lease Amendment contains 4 pages (Includes Exhibit B).

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: BFH INVESTMENTS, LLC

Signature: 

Name: ROBERT E HEBERT JR

Title: MEMBER

Entity Name: BFH INVESTMENTS LLC

Date: 8-12-2016

FOR THE GOVERNMENT:

Signature: 

Name: Nancy Lopez

Title: Lease Contracting Officer

GSA, Public Buildings Service,

Date: 8-18-2016

WITNESSED FOR THE LESSOR BY:

Signature: 

Name: Margaret Hebert

Title: _____

Date: 8-12-16

1. Paragraph 1.02, Sub-Paragraph A “**EXPRESS APPURTENANT RIGHTS (SEP 2013)**” of the Lease No. GS-07P-LLA17168 is deleted in its entirety and replaced with the following:

A. Parking: 65 parking spaces as depicted on the plan attached hereto as **Exhibit B** (1 page). The Government can secure up to 25 spaces within a fenced area. The Fenced area would be adjacent to the ATF secured area and 40 additional, non-secured spaces will be available in the general parking area. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

2. Paragraph 1.03, “**RENT AND OTHER CONSIDERATION (SEP 2013)**” of the Lease No. GS-07P-LLA17168 is deleted in its entirety and replaced with the following:

RENT AND OTHER CONSIDERATION (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$192,732.46	\$221,655.86
TENANT IMPROVEMENTS RENT ²	\$98,540.30	\$0.00
OPERATING COSTS ³	\$69,712.08	\$69,712.08
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$0.00	\$0.00
PARKING ⁴	\$6,000.00	\$6,000.00
TOTAL ANNUAL RENT	\$366,984.84	\$297,367.94

¹Shell rent calculation:

(Firm Term: Years 1-5) \$16.1121 (rounded to \$16.11) per RSF multiplied by 11,962 RSF

(Non-Firm Term: Years 6-10) \$18.5300 (rounded to \$18.53) per RSF multiplied by 11,962 RSF

²The Tenant Improvement Allowance of \$429,905.33 is amortized at a rate of 5.50 percent per annum over 5 years.

³Operating Costs rent calculation: \$5.8278 (rounded to \$5.83) per RSF multiplied by 11,962 RSF

⁴Parking costs described under sub-paragraph H below

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **10,354 ABOA SF** based upon the methodology outlined under the “Payment” clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. This sub-paragraph is intentionally deleted

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

INITIALS:


LESSOR

& 
GOV'T

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. 38 parking spaces shall be provided at a rate of \$0.00 per parking space per month (structured/inside), and \$0.00 per parking space per month (surface/outside). 25 of these spaces shall be provided within a secured fenced area. In addition, 27 parking surface, unsecured parking spaces shall be provided at \$6,000.00 per year. Costs associated with parking at \$6,000 per year will not be included in the Broker Commission and Commission Credit. Parking is depicted in attached **Exhibit B**.

3. Paragraph 1.04, "**BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**" of the Lease No. GS-07P-LLA17168 is deleted in its entirety and replaced with the following:

BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. JLL (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 JLL 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.

B. 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 \$30,582.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$30,582.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

4. **Exhibit B** to the Lease No GS-07P-LLA17168 is hereby deleted in its entirety and replaced with the attached Exhibit B dated 5/26/2016, 1 page.
5. Upon this Lease Amendment being fully executed and delivered by the Government, the anticipated date for completion and acceptance of Tenant Improvements including all Security items, doors, frames and hardware is **November 1, 2016**.

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

INITIALS:


LESSOR

&


GOV'T