GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT ADDRESS OF PREMISES Terrebonne Port 1116 Bayou Lacarpe Road Houma, LA 70363 LEASE AMENDMENT No. 1 TO LEASE NO. GS-07B-17228 PDN Number: PS 0030184

THIS AMENDMENT is made and entered into between TERREBONNE PORT COMMISSION

whose address is:

2503 Petroleum Drive

Houma, LA 70363-5514

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above lease to incorporate the Design Intent Drawings (DIDs) into the lease agreement, to describe the Tenant Improvements to be constructed, provide for a Notice to Proceed and to provide for the method of payment of the total Tenant Improvements.

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 incorporate the Design Intent Drawings (DIDs) into the lease agreement; and
- 2) To describe the Tenant Improvements (TI's) and Building Specific Security (BSS) to be constructed; and
- 3) To provide for a Notice to Proceed and provide an anticipated completion date; and
- 4) To establish the total cost of the TI's and BSS; and
- 5) To provide for the method of payment of the total TI's and BSS; and
- 6) All other terms and conditions of the lease shall remain in full force and effect.

See Page 2

This Lease Amendment contains 7 pages (Including Exhibits).

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of		
Signature: Name: Title: Entity Name: Date:	Sign Name: Jensey Mayara Cooks Section Title: Lease Contracting Officer GSA. Public Buildings Service Date: 19-9-14	
WITNESSED FOR THE LESSOR BY:		*********
Signature: Name: Title: Date:		

- The Design Intent Drawings (DIDs) dated June 4, 2013 created by Providence (GSE Associates, LLE, consisting of one

 page for this build-out of the lease space located at the Terrebonne Port, 1116 Bayou Lacarpe Road, Houma, LA 70363, which are attached hereto and incorporated into the Lease as depicted in Exhibit "A".
- 2) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the Tenant Improvements (TI's) and Building Specific Security (BSS) as depicted in, and accordance with the Lease terms and approved DID's. The Lessor remains responsible for the accuracy of the Construction Drawings (CD's) when compared to the Government approved DID's.
- 3) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of the TI's and BSS. The anticipated date of completion of all the TI's and BSS is <u>February 9, 2015</u>.
- 4) The Government and the Lessor have agreed that the total cost of the TI's and BSS is \$741,287.33 [\$549,138.05 (TI) = \$192,149.28 (BSS) = \$741,287.33] as depicted in, and according to, the Terrebonne Port Commission TI Pricing Proposal dated June 14, 2014 attached hereto as Exhibit "B", consisting of three (3) pages. The TI's and BSS 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's and BSS by the anticipated date of completion.

Any changes to the Construction Drawings which result in a financial change to the lease agreement; of any type, must be approved in writing by the GSA Contracting Officer.

5) The Government shall pay for a portion of the total TI Cost by amortizing \$128.744.00 over the first five (5) years of the lease term, monthly, in arrears, at an interest rate of 5.00%. Additionally, the Government shall pay for a portion of the BSS cost by amortizing \$21,500.00 over the first five (5) years of the lease term, monthly, in arrears, at an interest rate of 5.00%. The total amount the Lessor shall amortize is \$150,244.00. The remaining TI balance of \$420,394.05 [\$549,138.05 (TI) - \$128,744.00 (TIA) = [\$420,394.05]; and the remaining BSS balance of \$170.649.28 [\$192,149.28 (BSS) - \$21,500.00 (amortized BSS) = \$170,649.28] shall be paid by lump sum payment.

The total lump sum payment to be made by the Government to the Lessor equates to \$591,043.33 (\$741,287.33 (Tl and BSS) + \$128,744.00 (Tl amortized) - \$21,500.00 (BSS amortized) = \$591.043.33).

Upon the completion of the TI's and BSS, 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 PSOO30184 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

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Lease Amendment Form 12 12

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

General Services Administration ATTN: Jeffrey Navarro 300 E. 8th St., Room G150 Austin, TX 78701 Tel: 512-916-5957

Email: jeffrey.navarro@gsa.gov

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

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