

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07B-17228
LEASE AMENDMENT	
ADDRESS OF PREMISES Terrebonne Port 1116 Bayou Lacarpe Road Houma, LA 70363	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. The purpose of this Lease Amendment (LA) is to memorialize the Notice to Proceed (NTP) for Tenant Improvements (TIs) and Building Specific Security (BSS) which exceed the Tenant Improvement Allowance and provide for an anticipated date of completion.

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 provide a Notice to Proceed for Change Orders No. 1, 2, 3, 4 and 5; and provide for an anticipated date of completion; and
- 2) To change the total cost of the Tenant Improvements (TI's) and Building Specific Security (BSS); and
- 3) To provide for the method of payment of the TI's and BSS; and
- 4) All other terms and conditions are in full force and effect.


See Page 2


This Lease Amendment contains 11 pages (Including Exhibit).

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

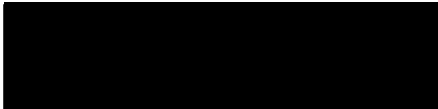
IN WITNESS WHEREOF, the parties subscribed their names as of the b

FOR THE LESSOR: TERREBONNE PORT COMMISSION FOR THE

Signature: 
Name: David Kambalis
Title: Executive Director
Entity Name: Terrebonne Port Commission
Date: 4/15/15

Signature: 
Name: Jeffrey Navarro THOMAS BELL
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 5-1-15

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: Finance Manager
Date: 4/15/15

- 1) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of the Tenant Improvements (TI's) and Building Specific Security (BSS) in accordance with email correspondence issued to Terrebonne Port Commission dated 4/9/2015, email from Terrebonne Port Commission dated 4/8/2015 and the Request for Lease Amendment Proposal dated 2/25/2015, submitted by Terrebonne Port Commission; which is depicted in the attached Exhibit "A" (8 Pages). The anticipated date of completion of all the TI's and BSS is April 17, 2015.

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.

- 2) The Government and the Lessor have agreed that the total cost of the TI's and BSS shall change from \$741,287.33 to \$743,787.33 [\$549,138.05 (TI) + \$192,149.28 (BSS) + \$2,500.00 (C/O) = \$743,787.33] as indicated in the chart below:

ITEM	Description	Total
-	Approved TI's and BSS in accordance with Lease Amendment No. 1	\$ 741,287.33
C/O 1	██████████ Changes ██████████	█ █
C/O 2	██████████ Change (Lessor to cover remaining costs)	█ █
C/O 3	Miscellaneous Security Changes ██████████	█ █
C/O 4	██████████ Change ██████████	█ █
C/O 5	Public Entrance Modification change to ██████████ ██████████	█ █
Revised Total TI's and BSS		\$ 743,787.33

The TI 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.

- 3) The Government and the Lessor have agreed that the total cost of the TI's and BSS is \$743,787.33. 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.

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 \$422,894.05 [\$551,638.05 (TI) - \$128,744.00 (TIA) = \$422,894.05]; 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 \$593,543.33 [\$743,787.33 (TI and BSS) - \$128,744.00 (TI amortized) - \$21,500.00 (BSS amortized) = \$593,543.33].

Any changes to the Construction Drawings (CDs), which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer. The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings and in accordance with the terms of Lease. The Government does not make approval; and is not responsible for the accuracy of CDs.

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 Acceptance LA. The subsequent Acceptance 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).

INITIALS: DBR & [Signature]
LESSOR & GOV'T

Once the exact amount of the lump-sum payment has been determined by both parties and the Acceptance 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 **PS-0030184** 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

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

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

INITIALS:

DBR
LESSOR

&

[Signature]
GOV'T