

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07B-17228
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 to accept the Tenant Improvements as complete and establish the commencement date of the lease rental payments.

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 accept the Tenant Improvements and Building Specific Security (BSS) as substantially complete; and
- 2.) To establish the Commencement Date of the lease rental payments; and
- 3.) To restate the square footage of the leased space; and
- 4.) To provide for the annual rental amounts; and
- 5.) To provide for the payment of the Tenant Improvements and Building Specific Security (BSS); and
- 6.) All other terms and conditions are in full force and effect.

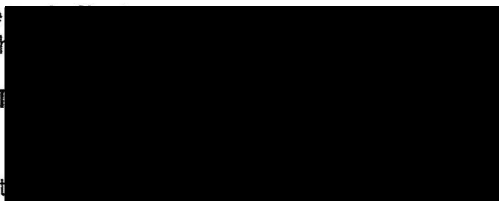
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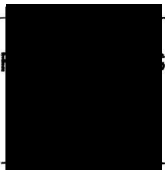
This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force
IN WITNESS WHEREOF, the parties subscribed their names as of the

FOR THE LESSOR: TERREBONNE PORT COMMISSION FOR THE

Signature: 
Name: David Rabalais
Title: Executive Director
Entity Name: Terrebonne Port Commission
Date: 4/30/2015

Signature: 
Name: Jeffrey Navarro
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: _____

WITNESSED BY LESSOR BY:
Signature: 
Name: Marianne LaRue
Title: Finance Manager
Date: 4/30/15

- 1) The Tenant Improvements (TI's) and Building Specific Security (BSS) have been substantially completed and the Government accepts the leased space on April 30, 2015. The Lessor and the Government agree that the requirements specifically identified in the Condition Survey Report (GSA Form 1204); which is depicted in the attached Exhibit "A"; have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 25 days of the Government's acceptance of the space for occupancy. Within 7 days of the completion date for the Lessor to cure the deficiencies in Exhibit "A" of this Lease Amendment, 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. No extensions will be granted.

- 2) The Commencement Date of the rental shall be April 30, 2015 and shall expire on April 29, 2025, subject to the termination rights set forth in the lease.
- 3) The leased premise square footage shall be 3,650 Rentable Square Feet (RSF) yielding 3,319 ANSI/BOMA Office Area (ABOA).
- 4) The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM ANNUAL RENT 4/30/2015 – 4/29/2020	NON FIRM TERM ANNUAL RENT 4/30/2020 – 4/29/2025
SHELL RENT	\$38,179.00	\$38,179.00
TENANT IMPROVEMENTS RENT ¹	\$29,154.70	\$ 0.00
OPERATING COSTS	\$22,063.00	\$22,063.00
BUILDING SPECIFIC SECURITY ²	\$ 4,868.78	\$ 0.00
TOTAL ANNUAL RENT	\$94,265.48	\$60,242.00

¹The Tenant Improvement Allowance is amortized at a rate of 5.0 percent per annum over 5 years.

²Building Specific Security Costs are amortized at a rate of 5.0 percent per annum over 5 years.

- 5) The Government and the Lessor have agreed that the total cost of the TI's and BSS is \$743,787.33 [\$549,138.05 (TI) + \$192,149.28 (BSS) + \$2,500.00 (C/O) = \$743,787.33]. 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

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 remaining TI balance of \$593,543.33 [\$743,787.33 (TI and BSS) – \$128,744.00 (TI amortized) – \$21,500.00 (BSS amortized) = \$593,543.33] shall be paid by lump sum payment.

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 **PS-0030617** 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

INITIALS:

DBR
LESSOR

&

AB
GOVT

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

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 the lease shall remain in full force and effect.

INITIALS: DNZ & AKB
LESSOR GOVT