

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 13	DATE <u>4/24/11</u>
TO LEASE NO. GS-07B-16515		
ADDRESS OF PREMISES: Versailles Center 102 Versailles Lafayette, LA 70501		
THIS AGREEMENT, made and entered into this date by and between. Champion Real Estate Equities, VII L.L.C. <div style="text-align: center; margin-top: 10px;"> 100 Rue Iberville, Suite 200 Lafayette, LA 70508 </div> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto agree to supplement the above Lease.</p> <ol style="list-style-type: none"> 1.) To accepts the tenant improvements as completed and; 2.) establish the Commencement Date of the lease rental payments; and 3.) establish the square footages of the leased space; and 4.) provide the annual rental amounts; and 5.) establish the Governments percentage of occupancy; and 6.) establish the adjustment for vacant space; and 7.) to provide for a lump sum payment; and 8.) to terminate lease number 9.) all other terms and conditions are in full force and effect. <p style="text-align: right; margin-right: 100px;">See Attached</p> <p>IN WITNESS WHEREOF, the parties subscribe their names as of the above date.</p>		
BY: Champion Real Estate Equities, VII L.L.C. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <u>Deborah H. Richard</u> Signature </div> <div style="width: 45%;"> <u>managing member</u> Title </div> </div> <div style="margin-top: 10px;"> <u>Deborah H. Richard</u> Printed Name </div>		
Witnessed in the presence of : <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <u>Jennifer L. Smith</u> Signature </div> <div style="width: 45%;"> <u>100 Rue Iberville, Suite 200</u> (Address) </div> </div> <div style="margin-top: 10px;"> <u>Jennifer L. Smith</u> Printed Name </div> <div style="margin-top: 10px;"> <u>Lafayette, LA 70508</u> City, State, Zip </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> UNITED STATES OF AMERICA <u>Thomas Bell</u> Thomas Bell </div> <div style="width: 45%; text-align: center;"> General Services Administration 819 Taylor St., Room 5A18 Fort Worth, TX 76102 Contracting Officer (Official Title) </div> </div>		

Supplemental Lease Agreement No. 13

LLA16515

Versailles Center
102 Versailles
Lafayette, LA 70501

1.) Whereas, the total leased premises has been accepted in two (2) phases [Phase I and Phase II] and Phase I was accepted on July 27th, 2010. The tenant improvements have been substantially completed in Phase II, the final phase of the tenant improvements, and the government accepts the leased space on March 7th, 2011.

2.) Whereas, the Government has been paying the rental on Phase I [9,274 ANSI/BOMA/RSF] beginning on July 27th, 2010. The commencement date of Phase II [9,051] shall be March 7th, 2011. The Lessor and the Government agree that the lease term is 120 months and that the lease term began on July 27th, 2010.

3.) The total leased premise square footage, including Phase I and Phase II, shall be 18,325 rentable square feet yielding 18,325 ANSIBOMA Office Area (ABOA).

4.) The Government shall pay the Lessor annual rent as follows:

From July 27th, 2010 through March 6th, 2011, the total annual rental for Phase I shall be \$240,399.33 at the rate of \$20,033.28 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$152,530.40, annual Operating Costs of \$36,168.60 plus annual Operating Cost adjustments, and annual Tenant Improvement Amortization cost of \$51,700.33.

From March 7th, 2011 through July 26, 2020 the total annual rent for Phase I and Phase II shall be \$477,085.65 at the rate of \$39,757.14 monthly in arrears. The total annual rent consists of Shell Rent of \$301,393.10 and Operating Costs of \$71,467.50 plus annual Operating Cost adjustments, and annual Tenant Improvement costs of \$104,225.05.

5.) The percentage of occupancy for Tax Reimbursement purposes shall be:

For the period of July 27, 2010 to March 6th, 2011 the percentage of occupancy shall be 6.592%.

For the period of March 7, 2011 to July 26, 2020 the percentage of occupancy shall be 13.026%

The Base Year for taxes shall be the taxes in the year of 2010.

6.) The Government's adjustment of vacant space shall be a reduction of \$0.00/RSF.

7.) The Lessor and Government agree that the total cost of all the Tenant Improvements is \$829,665.59 and is documented on Exhibit "A" of this Supplemental Lease Agreement. The Lessor and the Government agree that a lump-sum payment for a portion of the total tenant improvement cost shall be made in the amount of \$127,883.33. The remaining balance of \$701,782.26 shall be amortized monthly into the rent at the rate of eight percent (8%) over the first ten (10) years of the lease as stated in paragraph 4 above.

Phase I amortized Tenant Improvements cost:

The principle balance of the Tenant Improvements is \$355,101.46 amortized monthly at an interest rate of eight percent (8%) for 120 months which result in a monthly payment of \$4,308.36 or an annual cost of \$51,700.33

Phase II amortized Tenant Improvement cost:

The principle balance of the Tenant Improvements is \$346,680.80 amortized monthly at an interest rate of eight percent (8%) for 113 months which result in a monthly payment of \$4,377.06 or an annual cost of \$52,524.72.

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. **It shall reference the number PS0017248** 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 this invoice electronically, and 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:

Jamie Simpson
U.S. General Services Administration
819 Taylor Street 7PRA; Room 5A18
Fort Worth, Texas 76102-0181

8.) Upon full execution of this Supplemental Lease Agreement, lease number GS-07B-14560 [LLA14560], the previous lease agreement, shall terminate as of March 6, 2011.

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

Gov't Initials JS

Lessor Initials: PLR