

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07B-17065
ADDRESS OF PREMISES: 150 Marine Drive, Lake Charles, Louisiana 70601-5680	PDN Number: PS0026329

**THIS AGREEMENT**, made and entered into this date by and between Lake Charles Harbor and Terminal District whose address is: 150 Marine Drive  
Lake Charles, Louisiana 70601-5680

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

**WHEREAS**, the parties hereto desire to amend the above Lease.


NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the full execution of this amendment as follows:

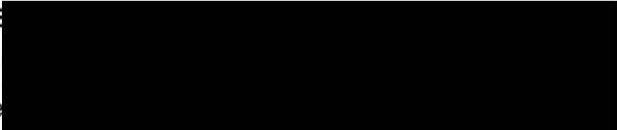
- 1) To provide for a Notice to Proceed for Change Order (C/O) #2 and #3 and provide for an anticipated date of completion; and
- 2) To change the total cost of the Tenant Improvements and/or Building Specific Security; and
- 3) To provide for the method of payment of the total Tenant Improvement and Building Specific Security cost; and
- 4.) All other terms and conditions of the lease shall remain in full force and effect.


See Attached

This Lease Amendment contains two (2) pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR   
Signature: \_\_\_\_\_  
Name: William J. RASE III  
Title: Executive Director  
Entity Name: Lake Charles Harbor & Terminal District  
Date: 1-27-14

FOR THE GOVERNMENT   
Signature: \_\_\_\_\_  
Name: KEVIN SUMMERS-GARCIA  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Leasing Division  
Date: 2/10/14

WITNESS   
Signature: \_\_\_\_\_  
Name: Donald Brinkman  
Title: Dir. of Engineering  
Date: 1-27-14

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required in change order C/O # 2 & #3 as it relates to construction of the radio tower and voice and data drops respectively; all of which are depicted in Exhibit "A." The total cost of C/O # 2 is [REDACTED] and the total cost of C/O #3 is [REDACTED]. The anticipated date of completion of all the Tenant Improvements (TI) and Building Specific Security (BSS) is April 1, 2014.

2.) The Government and the Lessor have agreed that the total cost of the TIs and BSS shall change from \$3,379,706.33 to \$3,450,298.33 [\$3,379,706.33 + [REDACTED] for C/O #2 + [REDACTED] for C/O #3 = \$3,450,298.33]. 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 and BSS costs covered by change order #2 and #3 by the anticipated date of completion.

3.) The Tenant Improvement Allowance per the Lease Agreement is \$743,231.44 and the Building Specific Amortized Capital (BSAC) Allowance is \$139,000.00. The Allowances shall be amortized over the first ten (10) years of the term at an interest rate of 7.00%. The total amount of the TI and BSAC Allowance to be amortized is \$882,231.44. The Government retains the right to buy-down all or a portion of the BSAC Allowance.

4.) The Government shall pay for a portion of the total TI Cost by amortizing \$743,231.44 over the first ten (10) years of the term, monthly in arrears, at an interest rate of 7.00%. Additionally, the Government may pay by lump-sum payment or amortize the Building Specific Security amortized amount of \$139,000.00 over the first ten (10) years, monthly in arrears, at an interest rate of 7.00%. All or a portion of the remaining balance of \$2,568,066.89 [\$3,450,298.33 (Total TI and BSS Cost) – \$743,231.44 (TI amortized) – \$139,000.00 (BSS amount amortized) = \$2,568,066.89] may be paid by lump-sum, in which case, the amortized portions of the rent shall be adjusted accordingly upon the completion and acceptance by the Government of the Tenant Improvements and BSS.

Upon the completion of the TI 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 BSS cost (if any).

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, the Lessor may then 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 PS0026329** 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: Pearl Summers-Garza**  
 1919 Smith Street, Suite 1600  
 Houston, TX 77002  
 832-397-8478

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

INITIALS:

  
 LESSOR

&

  
 GOV'T