

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
LEASE AMENDMENT	TO LEASE NO. GS-07P-LLA17055
ADDRESS OF PREMISES 201 Saint Patrick Street, Lafayette, LA 70506-4500	PDN Number: PS0032269

THIS AMENDMENT is made and entered into between **Brian K. Vesey & Associates, Inc.**

whose address is: 301 Beverly Drive  
Lafayette, LA 70503-3109

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 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 Condition Survey Report into the Lease; and
- 2.) To replace the Lease Term; and
- 3.) To replace section 1.03 RENT AND OTHER CONSIDERATION; and
- 4.) To replace section 1.04 BROKER COMMISSION AND COMMISSION CREDIT; and
- 5.) To restate the total Tenant Improvement costs and provide method for payment

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

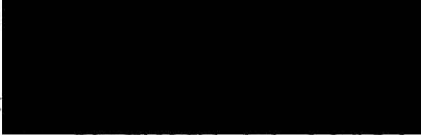
This Lease Amendment contains 4 pages including Exhibit A

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


FOR THE LESSOR

Signature:   
Name: Brian K. Vesey  
Title: President  
Entity Name: Brian K. Vesey & Associates, Inc.  
Date: 2-11-2016

FOR THE GOVERNMENT

Signature:   
Name: [Redacted]  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 2-16-2016

WITNESS

Signature:   
Name: [Redacted]  
Title: Bookkeeper  
Date: 2/11/16

1. **The Condition Survey Report, as described in Exhibit A, is hereby made a part of this Lease.**  
The Lessor shall be given until March 1, 2016 to complete all items included in this document (30 working days following rent commencement of January 20, 2016)
2. **Lease Term of GSA Form L201C is hereby deleted and replaced with the following:**

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning on January 20, 2016 and continuing through January 19, 2026 for a period of subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.”

3. **Section 1.03 sub paragraph A – RENT AND OTHER CONSIDERATION is hereby deleted and replaced with the following:**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$129,576.00	\$129,576.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$64,309.32	\$0.00
OPERATING COSTS <sup>3</sup>	\$ 57,337.38	\$ 57,337.38
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 6,897.61	\$0.00
PARKING <sup>5</sup>	\$ 00.00	\$ 00.00
<b>TOTAL ANNUAL RENT</b>	<b>\$258,120.31</b>	<b>\$186,913.38</b>

<sup>1</sup>Shell rent calculation: (Firm Term) \$12.00 per RSF multiplied by 10,798 RSF  
<sup>2</sup>The Tenant Improvement Allowance of \$283,983.00 is amortized at a rate of 5.0 percent per annum over 5 years.  
<sup>3</sup>Operating Costs rent calculation: \$5.31 per RSF multiplied by 10,798 RSF  
<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$30,459.09 are amortized at a rate of 5.0 percent per annum over 5 years  
<sup>5</sup>Parking described in sub-paragraph G below

4. **Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT is hereby deleted and replaced with the following:**

1.04 BROKER COMMISSION AND COMMISSION CREDIT

*(BKV)* 3-3-2016  
 EDUARDO PEREZ

- A. Jones Lang LaSalle (Broker) is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the commission is [REDACTED] and is earned upon lease execution payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Jones Lang LaSalle with the remaining [REDACTED], which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell commence with the first month for the rental payments and continue until the credit has been full recaptured in equal monthly installments over the shortest time practicable.
- B. Notwithstanding the 'Rent and Other Consideration' paragraph of this Lease the shell rental payments due and owing under this Lease shall be reduced to recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted monthly rent:

INITIALS: *BKV* LESSOR & EDUARDO PEREZ GOVT  
Digitally signed by EDUARDO PEREZ  
 DN: cn=EDUARDO PEREZ, o=General Services Administration, ou=ACQUISITION/LEASES, email=EDUARDO.PEREZ@GSA.GOV, c=US  
 Date: 2016.03.03 17:03:16 -0500

Month 1 Rental Payment of \$21,510.03 minus the prorated commission credit of [redacted] equals [redacted] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment of \$21,510.03 minus the prorated commission credit of [redacted] equals [redacted] adjusted 2<sup>nd</sup> Month's Rent.\*

Month 3 Rental Payment of \$21,510.03 minus the prorated commission credit of [redacted] equals [redacted] adjusted 3<sup>rd</sup> Month's Rent.\*

- 5. The date of substantial completion of the Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC) is established as January 20, 2016. The Government and Lessor agree that the total cost to Government, including all approved change orders, is \$906,773.62.

Of the \$906,773.62 the Tenant improvement Allowance (TIA) of \$283,983.00 and are amortized into the rent for five (5) years at the rate of 5% as described in the Lease. The remaining \$622,790.62 shall be paid to Lessor upon completion as described herein.

30,459.09 BKV 3-2-2016 *3-2-16*

The Building Specific Amortized Capital (BSAC) of ~~\$30,459.00~~ will also be amortized into the rent for five (5) years at the rate of 5% as described in the Lease.

The Government shall reimburse the Lessor in a lump sum payment in the amount of \$622,790.62 upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Lease Contracting Officer.

- a. The Total Improvement costs include 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.
- b. The payment required by this Agreement shall be made in accordance with Prompt Payment Act. Once the Lease Amendment (LA) is fully executed by the Government and the Lessor, the Lessor may then submit for the lump-sum payment.
- c. To submit for payment of 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 PS0032269 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 1-800-676-3690 or email [fx-clientservices@gsa.gov](mailto:fx-clientservices@gsa.gov).
- d. 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

- e. Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Leasing Specialist at the following address:

General Services Administration  
Attn: Ryan Lindberg  
819 Taylor Room 11A00  
Ft. Worth, TX 76102

INITIALS: BKV LESSOR & [Signature] GOVT