

U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)

1. LEASE NUMBER
GS-07B-16785

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 2,586 rentable square feet of contiguous, office , related space and 30 on site surface parking spaces located in Houma, Louisiana for occupancy not later than October 1, 2010 for a term of two (2) years, 8 months firm, with 30 days termination rights by the Government. Rentable space must yield a minimum of 2,200 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS September 2, 2010.

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):

a. Space offered must be located within the City Limits of Houma, Louisiana.

b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.

c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge. In addition, the leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

d. The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Additionally, the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines). Where standards conflict, the more stringent shall apply.

e. All services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 5:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space (inclusive of related space referenced above) at all times (24 hours, 7 days a week), including all services and utilities such as, electrical services, toilets, lights, water and Government office machines without additional payment. Any HVAC service after ten (10) hours of operation will be charged at the over time HVAC rate.

f. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

g. The subject space is accepted "as is" with the exception of the replacement of the existing exterior doors as is described on Page 4, in paragraph 6, of this lease. The "as-is" condition is subject to any proposed or future alterations which are subject to the terms, conditions of requirements in the SFO, lease terms and the determination of the contracting officer. The Lessor shall complete any necessary alterations within 7 days from the date of award and notice to proceed from the Contracting Officer.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

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| <input checked="" type="checkbox"/> HEAT | <input checked="" type="checkbox"/> TRASH REMOVAL | ELEVATOR SERVICE - N/A | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input checked="" type="checkbox"/> OTHER (Specify below) See Other Requirements |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING
Frequency <u>once every 12 months</u> | PAINTING FREQUENCY - N/A | |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | <input checked="" type="checkbox"/> CARPET CLEANING
Frequency <u>once every 6 months</u> | | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES | | | |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | | | |

6. OTHER REQUIREMENTS -

N/A

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

af *A. B. C.*

8. BASIS OF AWARD

- X THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
 - OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT.
 - SIGNIFICANTLY MORE IMPORTANT THAN PRICE
 - APPROXIMATELY EQUAL TO PRICE
 - SIGNIFICANTLY LESS IMPORTANT THAN PRICE
- (Listed in descending order, unless stated otherwise):

PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

<p>1. NAME AND ADDRESS OF BUILDING (Include ZIP Code)</p> <p>Houma Oil and Gas Building 2503 Petroleum Drive Houma, LA 70363</p>	<p>2. LOCATION(S) IN BUILDING</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. FLOOR(S)</td> <td style="width: 50%;">b. ROOM NUMBER(S)</td> </tr> <tr> <td style="text-align: center;">1</td> <td></td> </tr> <tr> <td>c. SQ. FT.</td> <td>d. TYPE</td> </tr> <tr> <td style="text-align: center;">3436 RSF</td> <td><input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER</td> </tr> <tr> <td style="text-align: center;">2586 ABOA</td> <td>(Specify)</td> </tr> <tr> <td style="text-align: center;">13286 CAF</td> <td><input type="checkbox"/> WAREHOUSE 30 on site open surface parking spaces</td> </tr> </table>	a. FLOOR(S)	b. ROOM NUMBER(S)	1		c. SQ. FT.	d. TYPE	3436 RSF	<input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER	2586 ABOA	(Specify)	13286 CAF	<input type="checkbox"/> WAREHOUSE 30 on site open surface parking spaces
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B. TERM

3. To have and to hold, for the term commencing on **October 1, 2010** and continuing through **September 30, 2012**. The Government may terminate this lease at any time on or after **May 31, 2011**, by giving at least 30 days notice, in writing, to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

4. Rent shall be payable in arrears. The rent shall commence upon the completion of the Tenant Improvements and the full acceptance of the space by the Government. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. Shell Rental payments and Operating Cost payments will not increase over the full term of the lease.

<p>5. AMOUNT OF ANNUAL RENT</p> <p>Shell Rent \$36,204.00 Operating Costs \$15,516.00 Total Rent \$51,720.00</p>	<p>7. HVAC OVERTIME RATE PER HOUR \$</p> <p style="text-align: center;">\$ 17.00</p>	<p>8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address)</p> <div style="background-color: black; width: 100%; height: 50px;"></div>
<p>6. RATE PER MONTH</p> <p>Shell Rent \$3017.00 Operating Costs \$1293.00 Total Rent \$4310.00</p>		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)

Houma Oil & Gas Production Center, Inc, 9916 Grand Caillou Road, Houma, LA 70363-5705

<p>9b. TELEPHONE NUMBER OF OWNER</p> <p>(985) 876-6380</p>	<p>10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING</p> <p><input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)</p>
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<p>11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print)</p> <p>Arthur A. DeFraités, Jr.</p>	<p>11b. TITLE OF PERSON SIGNING</p> <p>President</p>
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<p>11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT</p> <p>Arthur A. DeFraités, Jr.</p>	<p>11d. DATE</p> <p>8/26/10</p>
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PART III - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following documents.

- (A) GSA Form 3626 (pages 1-3);
- (B) Page 4, containing Other Provisions, to GSA Form 3626, U.S. Government Lease For Real Property;
- (C) Attachment No. 1, to GSA Form 3626, Minimum Lease Standards, (pages 5-6);
- (D) Attachment No. 2, to GSA Form 3626, Supplemental Lease Requirements (pages 7-13);
- (H) Attachment No. 3, Agreement To Sublease (pages 14-58);
- (G) Attachment No. 4, Floor Plan of Offered Space and Open Surface Parking Site Plan (pages 59-60);
- (E) GSA Form 3517C - the Government's Short Form Clauses (pages 61-81);
- (F) GSA Form 3518 - Representations and Certifications (pages 82-85);

This lease consists of a total of 85 pages.

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER (Type or Print) Dusty Griffith	3b. SIGNATURE OF CONTRACTING OFFICER <i>Dusty Griffith</i>	3c. DATE <i>28 Sept 2010</i>
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INITIALS

Gov't	Lessee
	<i>D.G.</i>

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PAGE 3 - ATTACHED TO AND FORMING A PART OF LEASE GS-07B-16785
CBP, HOUMA, LA

1. This lease is subject to adjustments for vacant space as provided by Adjustment for Vacant Premises, GSAR 552.270-25 (6/94). The adjustment for vacant space is established at \$ 2.00 per occupiable square foot, per annum.

2. When ordered by the GSA representative, overtime heating, ventilation, and air conditioning shall be provided upon request at a cost of \$ 12.00 per hour per zone/floor/Entire leased premise. If the rate is based on a zone, the zone covers 2586 square feet.

3. The normal building hours are established as follows:

Monday through Friday	<u>7:00</u> am - <u>5:00</u> pm
Saturday	<u>7:00</u> am - <u>12:00</u> pm
Sunday	<u>-</u> am - <u>-</u> pm

4. The common area factor of the proposed leased space is 132.86 percent.

5. All questions concerning this lease shall be referred to the Contracting Officer of the General Services Administration (GSA) or his appointed designee. The Government occupant is not authorized to administer the lease and GSA assumes no responsibility for any cost incurred by the lessor except as provided by the terms of this lease or authorized in writing by the Contracting Officer or his designee

6. The parties mutually agree that the Lessor will replace the exterior doors leading to the Government's leased space with a heavy duty, full flush, solid core wood doors having a minimum clear opening of 32" wide by 84" high, and 1 3/4 inches thick, with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. Exterior doors shall be weather tight and open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. The doors shall be operable by a single effort; and shall meet the requirements of NFPA 101, Life Safety Code (current as of the award date of the lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil based paint finish with no formaldehyde.

Lessor A. C. [Signature]
Gov't [Signature]