

Amended

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE 1-12-09

LEASE NO. GS-07B-16515

THIS LEASE, made and entered into this date by and between Champion Real Estate Equities VII, L.L.C.

whose address is 100 Rue Iberville
Suite 200
Lafayette, LA 70508

and whose interest in the property hereinafter described is that of owner,

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

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 18,325 rentable square feet of office and related space, which yields 18,325 ANS/BOMA Office Area square feet (USF) of space at Versailles Center, 102 Versailles, Lafayette, LA 70501 to be used for purposes determined by the General Services Administration. (Included in the rent at no additional cost to the Government are 30 parking spaces for the exclusive use of Government employees and patrons).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon acceptance of space for occupancy by the Government through ten years firm, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$475,018.09 at the rate of \$39,584.84 per month to be paid in arrears plus accrued adjustments in operating cost.

BYM

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Champion Real Estate Equities, VII, L.L.C.
100 Rue Iberville, Suite 200
Lafayette, LA 70508

4. The Government may terminate this lease at any time after the tenth year by giving at least 60 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

~~provided notice be given in writing to the Lessor at least 0 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- a). Facilities, utilities, services, maintenance in accordance with the terms of the attached Solicitation for Offers 6LA0160, dated 12/12/07, as proposed by Lessor in response thereto.
- b). This lease is subject to operating cost as provided in paragraph 3.6, Operating Costs, and 3.7 Operating Cost Base of the Solicitation For Offer. The base for operating cost escalation is established at \$71,467.50 (\$3.90 per rentable square foot).
- c). This lease is subject to adjustments as provided by paragraph 3.4 of the Solicitation for Offer, Tax Adjustment for Premises. The government percentage of occupancy of the building is established at 13.026%.
- d). In accordance with the Solicitation for Offer paragraph 7.3, Overtime Usage, the rate for overtime usage is established as \$56.10 per hour for the entire building or any portion. Overtime will not be charged for heat or air conditioning during normal hours of operation.
- e). The Lessor shall prepare the space in accordance with the Solicitation for Offers and the completed tenant space layout which will be attached to and made a part of this lease.
- f). The tenant improvement cost of \$38.29 per usf will be amortized for 120 months beginning when the space is accepted for occupancy at the rate of 8%. The annual cost of tenant improvements is \$102,157.40 payable in the rent at the rate of \$8,513.12 per month.

7. The following are attached and made a part hereof:

- a. All terms, conditions and obligations of the Government and the Lessor as set forth in the Solicitations for Offers #6LA0160 dated 12/12/07 (50 pages)
- b. Special Requirements Section 10 (43 pages, labeled 51 – 93)
- c. General Clauses, GSA Form 3517B, date Revised 11/05 (33 pages)
- d. Representations and Certifications, GSA Form 3518, date Revised 1/07 (7 pages)

8. The following changes were made in this lease prior to its execution:

Paragraph 5 is deleted in its entirety with no substitution therefore.

9. All questions pertaining to this lease shall be referred to the Contracting Officer of the General Services Administration or his designee. The GSA will not assume a responsibility for any costs incurred by the lessor except as provided by the term of this lease or authorized in writing by the Contracting Officer or his designee.

JMR
12/8/2008
dk

The Lessor shall furnish to the Government, as part of the rental consideration, the following:

THE FOLLOWING DEFICIENCIES MUST BE CORRECTED . NO EXCEPTIONS:

Notify the GSA office for follow up inspection once the deficiencies are corrected

- Provide access to the stand pipe in the West stair on the 6th floor
- Seal penetrations of stair enclosures with fire stopping material
- Replace missing lock on the West stair door on the 5th floor
- Provide bracing (hangers) for sprinkler risers at the top of the stair
- Clear landscaping around the fire department connection to provide better visual and better access
- Provide fire stopping for the floor to floor penetrations in the electrical room\Add duct detectors to the HVAC ducts per requirement of the NFPA 90A
- Provide additional smoke detector (s) for the elevator machine room per requirement of NFPA 72
- Either provide heat detectors within 2 ft. of the existing sprinkler heads per requirement of NFPA 72, or remove the sprinkler heads and cap the pipe until the fire alarm system is replaced, then reinstall sprinkler heads and provide heat detectors as per NFPA 72

If the lessor agrees to correct the above deficiencies, and the government selects to pursuit the lease, provide our office with the [redacted] layout for further review and comment.

WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

BY Alan M. Richard Managing Member of 100 Rue Iberville, Suite 200
Champion Real Estate Equities, VII LLC Lafayette, LA 70505

IN PRESENCE OF

[Signature] 12/8/05
 (Signature)

Michael L. Mathone

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY [Signature]
 (Signature)

Contracting Officer
(Official title)

BAR
12/8/2008
[Signature]