
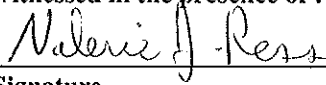
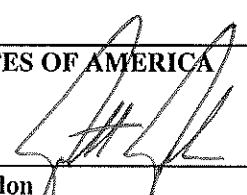


<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT <b>NO 2</b>	DATE <u>4/5/12</u>
TO LEASE NO. <b>GSB-07B-16880</b>		
ADDRESS OF PREMISES: 800 West Commerce New Orleans, LA 70123-3328		
THIS AGREEMENT, made and entered into this date by and between <b>Elman 800 Associates, L.P.</b>  whose address is C/O Elman Investors, Inc. 100 North Centre Avenue, Suite 502 Rockville, NY 11570-6303  hereinafter called the Lessor, and the <b>UNITED STATES OF AMERICA</b> , hereinafter called the Government: <b>WHEREAS</b> , the parties hereto agree to supplement the above Lease.  <b>NOW THEREFORE</b> , these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows: 1.) To change the premises leased by the Government; and 2.) To address the rental payment schedule, percentage of occupancy, Common Area Factor; and 3.) To address the Unauthorized Tenant Improvement stipulation; and 4.) To address Tenant Improvement Allowance; and 5.) To incorporate Design Intent Drawings; and 6.) To address Construction Drawings; and 7.) Provide "as-built" drawings; and 8.) To address costs; and 9.) To address future lease action; and 10.) To address finish selections; and 11.) All other terms and conditions shall remain in full force and effect.  <b>IN WITNESS WHEREOF</b> , the parties subscribe their names as of the above date.		
<b>BY: Elman 800 Associates, L.P.</b>   _____ Signature  <u>John W. Moss</u> _____ Printed Name  Witnessed in the presence of :  _____ Signature  <u>Valerie J. Ross</u> _____ Printed Name	VICE PRESIDENT <u>Elman 800 GP, Inc</u> _____ its GP Title  100 N. CENTRE AVE. Suite 502 Rockville Centre, NY 11570 _____ (Address)  _____ City, State, Zip	
<b>UNITED STATES OF AMERICA</b>   _____ Garhett Gordon		Contracting Officer <u>Garhett Gordon</u> _____ (Official Title)

Supplemental Lease Agreement #2  
LTX- 16880  
800 West Commerce  
New Orleans, LA 70123-3328

**1.) Leased Premises**

The Lessor and Government have agreed to change the premises leased by the Government. The leased premises shall change from the 2<sup>nd</sup> floor and 4<sup>th</sup> floor to 4<sup>th</sup> floor and 5<sup>th</sup> floor. The specific leased area on the 5<sup>th</sup> floor is depicted and outlined on the attached floor plan labeled as Design Intent Drawings (DID's). The total lease area shall remain unchanged at 37,176 Rentable Square Feet (RSF).

**2.) Rental Payment Schedule, Percentage of Occupancy, and Common Area Factor**

There shall be no change in rental payments, percentage of occupancy, and Common Area Factor.

**3.) Unauthorized Tenant Improvements:**

All questions pertaining to this Lease shall be referred, in writing, to the Contracting Officer of the General Services Administration (GSA) or his/her designee. The Government's occupant of the leased premise is not authorized to administer this lease or make commitments to the Lessor that are not followed-up with a written agreement to the Lease. GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized, in writing, by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to; repairs, changes in scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. If Lessor delivers space with Tenant Improvements not authorized, in writing, by the GSA Contracting Officer, then the Lessor shall not be entitled to compensation or payment if the Tenant Improvements remain in place after the Government's acceptance of the space.

**4.) Tenant Improvement Allowance:**

There shall be no Tenant Improvement Allowance provided.

**5.) Design Intent Drawings:**

The purpose of this paragraph is to incorporate GSA approved Design Intent Drawings dated 2-16-12, consisting of 1 page for the build-out of the lease premises on the 5<sup>th</sup> floor located at 800 West Commerce New Orleans, LA 70123.

**6.) Construction Drawings**

A.) The Lessor shall be responsible for the cost of the Design Intent Drawings (DIDs). The Lessor shall be responsible for the cost of the Construction Drawings (CDs). The Notice to Proceed to create the CDs shall be provided via email. The Government shall review the CDs at 50% completion and 95% completion, however, the Government shall not approve the CDs. The Lessor shall remain responsible for the accuracy of the CDs which shall reflect the Government approved DIDs.

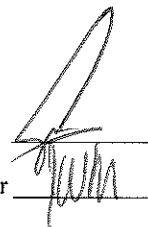
B.) A Notice to Proceed for the construction will be provided, and an anticipated date of completion of all improvements will be stipulated.

C.) Lessor shall complete the CD's within 30 calendar days of Government's execution of this SLA. The Government shall have the right to review the CDs. The Government shall review the CD's within 4 work days of completion. However, the Government shall not approve the CDs. The Lessor shall remain responsible for the accuracy of the CDs which shall reflect the Government approved DIDs.

E.) The anticipated date of the completion of all the Tenant Improvements required by the lease as of the date of this Supplemental Lease Agreement is May 30, 2012.

Gov't

Lessor



## **7.) Floor Plans after Occupancy (as-builts)**

A.) The Lessor shall provide the Government with Computer-Aided Design (CAD) files of "as-built floor plans" showing the space under lease, as well as corridors, stairways, and core areas to the Contracting Officer. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is DWG.

B.) Clean and purged files shall be submitted on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number.

## **8.) Costs**

The Government has a lease for space located on the 2<sup>nd</sup> and 4<sup>th</sup> floors. The Government has elected to move from the 2<sup>nd</sup> floor to the 5<sup>th</sup> floor as a courtesy to the Lessor. The Lessor has agreed to pay for costs associated with moving and changing premises. Thus, all costs associated with changing the premises are the responsibility of the Lessor. The Government shall not be responsible for any costs related to this SLA or the move from the 2<sup>nd</sup> floor to the 5<sup>th</sup> floor.

Costs include but are not limited to;

- A warm lit shell,
- New paint and carpet,
- Electrical drops (i.e. power, etc) via power poles to workstations and wall outlets,
- 57 workstations,
- Data drops for 57 workstations (2 data drops per station),
- Items being moved from the 2<sup>nd</sup> to 5<sup>th</sup> floor,
- Move costs for moving boxed files, computers, and furniture,
- Items being moved shall be moved to their appropriate place on the 5<sup>th</sup> floor,
- Build out of the GSA approved DID,
- The electrical requirements on the 2<sup>nd</sup> floor shall be the same on the 5<sup>th</sup> floor, the 5<sup>th</sup> floor shall be able to operate as the 2<sup>nd</sup> floor.

Requirements not mentioned above do not constitute a waiver of such requirements and shall not mean that the Government will pay for requirements not mentioned. It is the Lessors responsibility to make the space operable in a manner equivalent to the 2<sup>nd</sup> floor.

## **9.) Future Lease Actions**


In no way does this move guarantee the incumbent Lessor a new lease with the Government.

## **10.) Finish Selections**

The Government approves of the following finish selections;

- Paint – SW 7073 Network Gray
- Carpet – Shaw Radiant 59361 Natural Tonic 60755 laid ¼ turn
- Vinyl Floor Base – Roppe 150 Dark Gray
- Door – Stain grade birch in Red Mahogany

**11.) All other terms and conditions shall remain in full force and effect.**

Gov't   
Lessor 