

Supplemental Lease Agreement Number 1

Lease Number:

GS-07B-16675

Date:

5100 Village Walk, Covington, Louisiana

THIS AGREEMENT, made and entered into this date by and between Phoenix Covington Associates, LLC whose address is 5100 Village Walk, Covington, Louisiana 70433-4012, 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 March 4, 2010:

The purpose of this Supplemental Lease Agreement (SLA) No. 1 is to accept a portion of the Premises, to document the Government's and Lessor's agreement that tenant improvements will be delivered in phase II and will be occupied by the Government progressively upon acceptance, and to correct the address of the Lessor and Payee.

Paragraph 2 of the lease shall be deleted in its entirety and changed to:

"2. TO HAVE AND TO HOLD a portion of the said premises, with their appurtenances for the firm term beginning March 4, 2010 and continuing through March 3, 2020, inclusive. The Premises will be delivered incrementally and the space will be accepted and occupied by the Government in two phases.

Effective March 4, 2010 (Phase I Acceptance) 6,224 rentable square feet which yields 5,412 useable square feet, with a Common Area Factor of 1.15, as shown on the attached floor plan, will be occupied by the Government in its existing condition. The Government also accepts five (5) reserved parking spaces. Phase II, consisting of 2,419 rentable square feet which yields 2,104 useable square feet with a Common Area Factor of 1.15, will be added upon the Lessor's completion of the remaining space and acceptance by the Government.

Paragraph 3 of the lease shall be amended as follows

"3. The Government shall pay the Lessor annual rent for Phase I Acceptance in the amount of \$124,480.00 at the rate of \$10,373.33 per month in arrears, this includes operating costs of \$35,725.76 per year, Rent for a lesser period shall be prorated. Rent shall be payable to:

Phoenix Covington Associates, LLC, 3301 Veterans Memorial Blvd., Suite 209 Metairie, LA 70002-7657

Beginning upon acceptance of Phase II, the Amortized TI Allowance shall be added to the rent calculation.

Paragraph 30 is added

"30. The Broker Commission Credit as provided for in Paragraph 28 of the SF 2, US Government Lease for Real Property will be applied upon acceptance of Phase II and will commence with the first full months Rent following full acceptance.



All other terms and conditions of the Lease shall remain in force and effect.

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

Lessor,	ssociates, LLC
By:	Managency Member (Title)
	7 Penn Plaza
	Mew York My (Address) 10001

United States of America, General Services Administration, Public Buildings Service.

