GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT ADDRESS OF PREMISES 800 West Commerce Road Harahan, LA 70123-2331 LEASE AMENDMENT No. 5 TO LEASE NO. GS-07B-17159 PDN Number: N/A

THIS AMENDMENT is made and entered into between Elman 800 Associates, L.P.

whose address is:

100 N. Centre Ave.

Ste 502

Rockville Centre, NY 11570-6303

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

WHEREAS, the parties hereto desire to amend the above Lease issued to issue the Notice to Proceed with 3rd floor tenant improvements and remaining 5th floor electrical work.

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 June 10, 2013, as follows:

1) Address Construction Drawings; and

2) To provide a Notice to Proceed with the 3rd floor tenant improvements, and remaining 5th floor electrical work; and

3) Address Tenant Improvement costs; and

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

This Lease Amendment contains 2 pages.

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 below date.

FOR THE LESSOR:	FOR THE GO	
Signature: Name: Title: Entity Name: Date: Signature: Vi Elman 800 Assa	Signature: Name: Title: Lease Contracting Officer GSA, Public Buildings Service, Date:	
WITNESSED FOR THE LESSOR BY:		_
Signature: Name: Title: Date:		
Date:	<u> </u>	

1.) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements for the 3rd floor depicted and according to the Construction Drawings dated April 11, 2013. The Lessor remains responsible for the accuracy of the Construction Documents as stated in the lease when compared to Government's approved Design Intent Drawings (incorporated in Lease Amendment No. 4, Exhibit A).

Any changes in the Construction Documents which result in a financial adjustment of any type must be approved, in writing, by the GSA Contracting Officer.

Upon completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date, and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost shall be established by subsequent Lease Amendment.

- 2.) Upon full execution and delivery of this Lease Amendment (LA) the Lessor can consider this as a Notice to Proceed with the Tenant Improvement construction for the 3rd floor, and remaining electrical work on the 5th floor. The anticipated date of completion and acceptance by the Government is on or before September 15, 2013.
- 3.) The Lessor and the Government have agreed that the total cost of Tenant Improvements for the 3rd floor and remaining electrical work on the 5th floor is \$500,517.08 and there shall be a remaining allowance of \$165,398.34 to be used for future approved change orders, if any. (Lease TI of \$692,835.20 \$26,919.78 (LA No.1) \$500,517.08 (LA No. 5) = \$165,398.34). The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements in Suite 300, and remaining Suite 500 electrical work, by the anticipated date of completion. It is agreed that the total cost of the Tenant Improvements shall be amortized over the first five (5) years of the term of the lease agreement and paid monthly in arrears at an annual interest rate of seven (7%) beginning upon the Government's acceptance of the second phase of tenant improvements. This lease amendment addresses the second phase of tenant improvements.
- 4.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:

Lease Amendment Form 12/12

GOV'T