

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 6
	TO LEASE NO. GS-07B-17159
ADDRESS OF PREMISES 800 West Commerce Road Harahan, LA 70123-2331	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 Notice To Proceed on the requested change orders in accordance with Exhibit A (20 pages), attached and made part of this lease.

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 July 8, 2013, as follows:


- 1) To approve requested change orders; and
- 2) To provide a Notice to Proceed with change order 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. 22 [Handwritten Signature]

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:

Signature: 
Name: John [Redacted]
Title: VP Elman 800 GP Inc.
Entity Name: Elman 800 Associates, L.P.
Date: 07-10-2013

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 7-11-13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Valerie [Redacted]
Title: _____
Date: 07-10-2013

1.) The following changes are made in accordance with the changes clause of the General Clauses of the lease, section 552.270-14(2), Works and Services:

1. Change Order #1 (██████████) – Furnish and install 28 lockers and 5 benches, Install conduit to electronic equipment, and floor boxes with conduit.
2. Change Order #2 (██████████) – Credits per Change Proposal #8, Uniform / Helmet Racks, Fiber cabling from 5th to 3rd floor, finishes electrical and security due to changes in plans, Data rack and related cabling conduits and Architect and Engineering Fees.

The total cost for the above work is ██████████. All changes performed under this contract shall not exceed ██████████

The changes described above and in the attached Exhibit pursuant to this Lease Amendment (LA) shall be maintained by the Lessor during the term of this lease and are to remain the property of the Lessor. Lessor waives restoration of the premises for these changes.

2.) Upon full execution and delivery of this Lease Amendment (LA) the Lessor can consider this as a Notice to Proceed with the above change orders. 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, remaining electrical work on the 5th floor, and Change Orders #1 and #2 is \$508,975.65 and there shall be a remaining allowance of ██████████ 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) - \$██████████ (LA No. 6) = ██████████). 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, and change orders #1 and #2 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:


LESSOR

&


GOV'T