GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE TO LEASE NO. GS-07P-LLA17241 LEASE AMENDMENT ADDRESS OF PREMISES: 800 West Commerce Road Harahan, LA 70123 LEASE AMENDMENT No. 2 TO LEASE NO. GS-07P-LLA17241 PDN Number: 0030822

THIS AGREEMENT, made and entered into this date by and between Eliman 800 Associates, LP

whose address is:

100 North Centre Avenue, Suite 502,

Rockville Centre, NY 11570

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

WHEREAS, the parties hereto desire to amend the above Lease.

- 1.) To accept the Tenant Improvements as substantially complete; and
- 2.) Establish the Commencement Date of the lease rental payments; and
- 3.) Establish the square footages of the leased space; and
- 4.) Establish the number and type of parking spaces reserved for the government; and
- 5.) Provide the annual rental amounts; and
- 6.) Establish the Governments Percentage of Occupancy; and
- 7.) Establish the reduction amount for vacant space; and
- 8.) Establish the Base for the Operating Cost adjustment; and
- 9.) Establish the Common Area Factor; and
- 10.) To provide for the payment of the Tenant Improvements; and
- 11.) To state the Broker Commission and the Commission Credit; and
- 12.) All other terms and conditions are in full force and effect.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 3, 2015, as follows:

1.) The tenant improvements have been *substantially* completed and the government accepts the leased space on March 3, 2015.

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 LE	:550r	FOR THE G	
Signature: Name: Title: Entity Name	e: Ellman oud Associate, Lr	Signature: Name: Lease Contracting Officer General Services Administration Date: 3/11/15	-
Date:	3-3-2015		

Signature:
Name:
Title:
Date:

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- The Commencement Date of the rental shall be March 3, 2015 and shall expire on March 2, 2025, subject to the termination rights set forth in the lease.
- 3.) The leased premise square footage shall be 1,268 Rentable Square Feet (RSF) yielding 1,103 ANSI/BOMA Office Area (ABOA).
- 4.) The number of parking spaces available for use of the Government includes three non-reserved surface/outside parking spaces.
- 5.) The Government shall pay the Lessor annual rent as follows:

From March 3, 2015 through March 2, 2020, the total annual rental shall be \$31,383.00. The total annual rent consists of annual Shell Rent of \$18,611.34, annual Operating Costs of \$6,745.76 plus annual Operating Cost adjustments, and annual Tenant Improvement Amortization cost of \$6,025.90. There is no annual Building Specific Amortized Capital (BSAC).

From March 3, 2020 through March 2, 2025, the total annual rent shall be \$24,726.00. The total annual rent consists of Shell Rent of \$17,980.24 and Operating Costs of \$6,745.76 plus annual Operating Cost adjustments. There are no annual Tenant Improvement Amortization for BSAC costs.

- 6.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 1.384% (1,268 RSF/91,628 RSF).
- 7.) The Government's Adjustment for Vacant Space shall be a reduction of \$1.00/RSF.
- 8.) In accordance with the Lease paragraph 1.09 entitled "Operating Cost Base", the escalation base shall be \$6,745.76 (1,268 RSF X \$5.32).
- 9.) In accordance with the Lease paragraph 1.01 entitled "The Premises", the Common Area Factor shall be 1.15 (1,268 RSF/1,103 ABOA).
- 10.) The total cost of the Tenant Improvements is \$25,360.00. The Tenant Improvements cost of \$25,360.00 shall be amortized monthly into the rent at the rate of six percent (7.0%) over the first five (5) years of the lease as stated in paragraph 4 above.

There are no annual Tenant Improvement Amortization for BSAC costs.
11.) DTZ Americas, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only of the Commission, will be payable to DTZ Americas, Inc. with the remaining which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.
Notwithstanding the "Rent and Other Consideration" paragraph of the Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

adjusted 1st Month's Rent. Month 1 Rental Payment \$2,615.25 minus prorated commission credit of

adjusted 2nd Month's equals Month 2 Rental Payment \$2,615.25 minus prorated commission credit of Rent.

12.) All other terms and conditions of the lease shall remain in full force and effect.

Lease Amendment Form 09/12