

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-07P-LLA17076
ADDRESS OF PREMISES ONE GALLERIA BOULEVARD METAIRIE, LA 70001	PDN Number: PS0030438

THIS AMENDMENT is made and entered into between GALLERIA OPERATING COMPANY, LLC

whose address is: 7 PENN PLAZA
SUITE 618
NEW YORK, NEW YORK 10001

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

WHEREAS, the parties hereto desire to amend the above Lease to (1) reflect the acceptance of the tenant improvements (2) establish the commencement date of the lease, (3) establish the amount of space included in the leased premises, (4) establish the annual rental amount (5) establish the total tenant improvement costs and the lump sum payment for excess tenant improvement costs due to the lessor, (6) establish the Governments Percentage of Occupancy, (7) establish the Base for the Operating Cost adjustment, (8) establish the Common Area Factor, (9) establish the rate for Adjustment for Vacant Leased Premises, (10) revise the Broker Commission and the Commission Credit, and (11) provide for a waiver of restoration.

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 August 5, 2015 as follows:

1. The Government accepts the tenant improvements completed by the Lessor in the Government leased space, in Suite 2000, on the 20th floor of the building. The Lessor shall complete the Punch List, which is included as Exhibit A to this Lease Amendment, by September 4, 2015.
2. The Lease shall commence 8/5/2015 and run through 8/4/2030, subject to the termination rights set forth in the lease in Section 1.05, Termination Rights (AUG 2011).
3. The Government and the Lessor acknowledge that the amount of space is increased by 529 ANSI BOMA OFFICE Area (ABOA) square feet / 600 rentable square feet (RSF) to include the common area restrooms located on the 20th floor to be for the exclusive use of the Government. The amount of space is increased to 17,187 RSF yielding 14,946 ABOA.

This Lease Amendment contains 3 pages, plus Exhibit A (1 page).

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: _____
 Title: _____
 Entity Name: _____
 Date: _____

FOR THE GOVERNMENT

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, Leasing Division
 Date: 9/11/15

WITNESSED

Signature: _____
 Name: Sue Kleinpeter
 Title: Administrative Assistant
 Date: September 11, 2015

4. Paragraph A of Section 1.03 RENT AND OTHER CONSIDERATION (AUG 2011) shall be deleted and replaced with the following:

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM ANNUAL RENT	NON FIRM TERM ANNUAL RENT
	YEARS 1 – 10	YEARS 11 – 15
SHELL RENT	\$ 373,129.77	\$ 449,955.66
TENANT IMPROVEMENTS RENT ¹	\$ 70,389.14	\$ 0.00
OPERATING COSTS	\$ 94,012.89	\$ 94,012.89
BUILDING SPECIFIC SECURITY ²	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$ 537,531.80	\$ 543,968.55

¹The Tenant Improvement Allowance of \$528,349.46 is amortized at a rate of 6.0 percent per annum over 10 years. Rates may be rounded.

5. Effective August 5, 2015, the tenant improvements have been substantially completed. The Government and the Lessor agree the total final Tenant Improvement Costs are \$850,919.00. A Tenant Improvement Allowance of \$528,349.46 is included in the lease and the Government shall reimburse the Lessor a lump sum payment of \$322,569.54, for the tenant improvement costs exceeding the tenant improvement allowance.

The completion of the tenant improvements required that the Lessor relocate a part of the Government's furniture to an on-site storage area in order for the tenant improvements to be constructed. The furniture was reinstalled upon completion of the tenant improvements. These costs included [REDACTED] (phase I move; [REDACTED] phase II move; [REDACTED] phase III move; [REDACTED]) for relocation/reassembly and [REDACTED] for onsite storage and are included as an integral part of the capitalized tenant improvement costs described above.

The Government elected to waive the Building Specific Amortized Capital (BSAC) in the amount of \$46,872.00. This cost was removed from the rent table and this change was memorialized in Lease Amendment No. 1.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance website at www.finance.gsa.gov. Lessors who are unable to process invoices electronically can mail invoices to the following address:

General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181 Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
 Attn: GSA LEASING SPECIALIST – KELLY HANTZ
 819 TAYLOR STREET, ROOM 11A159 FT. WORTH, TX 76102

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0030438

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

INITIALS:  LESSOR &  GOVT

6. The Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 3.6873 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 17,187 RSF by the total Building space of 466,110 RSF.
7. The Operating Cost base shall be \$94,012.89. Operating Costs shall be subject to annual CPI adjustments.
8. The Common Area Factor for the lease space is established at 15.00 percent.
9. The Government's Adjustment for Vacant Space prior to the expiration of the firm term of the Lease shall be a reduction of \$2.16 per ABOA.
10. Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011) shall be deleted and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. SAVILLS STUDLEY, INC. (f/k/a Studley, Inc.) ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Section 2.01. C., only [REDACTED] or [REDACTED] of the Commission, will be payable to SAVILLS STUDLEY, INC. The remaining [REDACTED] or [REDACTED] which is the "Commission Credit", shall 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 full month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

B. Notwithstanding Section 1.03 of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First full Month's Rental Payment \$44,794.32 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second full Month's Rental Payment \$44,794.32 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third full Month's Rental Payment \$44,794.32 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth full Month's Rental Payment \$44,794.32 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

11. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions, and for alterations completed by either the Government or Lessor including Initial build out of the lease space and/or any subsequent modifications required during the Lease period. At the Government's sole discretion, alterations that remain in the leased space after termination of the Lease contract will become property of the Lessor.

End of Lease Amendment No. 5

INITIALS:  LESSOR &  GOVT