



**Supplemental Lease Agreement
Number 2**

Lease Number: GS-07B-16476

Date:

4/28/2010

Address of Premises: Three Lakeway, 3838 North Causeway Boulevard,
Metairie, Louisiana 70002-8194

THIS AGREEMENT, made and entered into this date by and between LA-Lakeway, L.L.C. A Delaware Limited Liability Company

whose address is 3900 North Causeway Boulevard, Suite 1350, Metairie, Louisiana 70002

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 document acceptance of the space for Government occupancy, Commencement of the lease and to amend the Lease as follows:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Paragraph 2 of the Lease is deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term commencing on March 18, 2010, and continuing through March 17, 2017, inclusive."

Paragraph 4 of the Lease is deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease at any time on or after March 17, 2015 by giving at least 270 days notice, in writing, to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

Continued on page 2 attached hereto and made a part of the Lease

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, LA-Lakeway, L.L.C. A Delaware Limited Liability Company

By

(Signature)

Chris Hendricks
Market Managing Director

(Printed Name and Title)

In Presence of

(Signature)

Equity Office
15950 N. Dallas Prkwy, Ste. 300
Dallas, TX 75248

(Address)

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

(Signature)

Contracting Officer
(Official Title)

Paragraph 4 of SLA 1 is deleted in its entirety and replaced with the following:

"9. The Government shall pay the Lessor annual rent as follows:

<u>Effective</u>	<u>ANNUAL RENT</u>	<u>SHELL RATE</u>	<u>OPERATING RATE</u>	<u>TI</u>	<u>MONTHLY RENT</u>
3/18/2010	\$2,177,378.04	\$1,428,161.65	\$551,376.35	\$197,840.04	\$181,448.17
3/18/2011	\$2,223,939.39	\$1,474,723.00	\$551,376.35	\$197,840.04	\$185,328.28
3/18/2012	\$2,266,267.89	\$1,517,051.50	\$551,376.35	\$197,840.04	\$188,855.66
3/18/2013	\$2,308,596.39	\$1,559,380.00	\$551,376.35	\$197,840.04	\$192,383.03
3/18/2014	\$2,350,924.89	\$1,601,708.50	\$551,376.35	\$197,840.04	\$195,910.41
3/18/2015	\$2,370,396.00	\$1,819,019.65	\$551,376.35		\$197,533.00
3/19/2016	\$2,412,724.50	\$1,861,348.15	\$551,376.35		\$201,060.38

Rent shall be paid monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be made payable to: LA-Lakeway, L.L.L., a Delaware Limited Liability Company,
c/o Equite Office
Department 827652
Philadelphia, PA 19182-7652"

Paragraph 10 of the Lease is deleted in its entirety and replaced with the following:

"10. The total tenant improvement costs of \$832,609.70 have been amortized for a period of 60 months at a rate of 7%. The annual amount included in the rent is \$197,840.04"

Paragraph 30 is added to and made a part of the Lease as follows:

"30. This lease is subject to tax adjustments pursuant to Paragraph 3.5 Tax Adjustment (SEP 2000) of the Lease SFO 6LA0177."

Paragraph 31 is added to and made a part of the Lease as follows:

"31. Pursuant to paragraph 3.6 Percentage of Occupancy of the Lease SFO 6LA0177, the Government's percentage of occupancy is 18% based on the Government's leased premises of 84,657 rentable square feet and the building total rentable square feet of 462,890. Notwithstanding anything to the contrary contained in the Lease, no further adjustments shall be made to such percentage or square footage unless there is an increase or decrease in the amount of space being leased by the Government. In the event of an increase or decrease in the amount of space being leased by the Government, a Supplemental Lease Agreement shall be executed by the parties which will set forth the new percentage of occupancy and square footage of the premises and any related adjustment in rent."

Paragraph 32 is added to and made a part of the Lease as follows:

"32. This lease is subject to operating cost adjustments pursuant to Paragraph 3.7 Operating Costs (SEP 2000) of the Lease SFO 6LA0177. Pursuant to Paragraph 3.8 Operating Costs Base (SEP 2000), of the Lease SFO 6LA0177, the base for the operating costs adjustments are established at \$7.49 per ANSI/BOMA office area square foot."

INITIALS

GOV'T	LESSOR
	