

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 5	DATE <u>3/14/2011</u>				
		TO LEASE NO. GS-07B-16639				
ADDRESS OF PREMISES: 650 Poydras Street 16 th , 17 th and 18 th floors New Orleans, Louisiana 70130						
<p>This agreement made and entered into this date by and between Poydras Center, LLC.</p> <p>whose address is: c/o Hertz Investment Group 1522 2nd Street Santa Monica, CA 90401</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>The purpose of this Supplemental Lease Agreement (SLA) No. 5, to lease GS-07B-16639, is to approve the project change orders, per the attached, and to amend the TI overage that will be paid lump sum as stated below.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease dated June 3, 2009 is amended, effective upon execution by the Government, as follows:</p> <p>1. Paragraph 20 of the Lease shall be deleted in its entirety and the following substituted therefore:</p> <p>"20. The total cost of the tenant improvements for this project are \$2,458,874.16, based on requirements as outlined in SFO No. 8LA2019 and the [REDACTED] District's program of requirements. Of the \$2,458,874.16, only \$2,071,659.00 has been amortized into the rent at 7.5% for 120 months and is included in Lease Paragraph 3. GSA shall pay via lump sum \$387,215.16 for the improvement overage (\$2,458,874.16 total cost - \$2,071,659.00 allowance = \$387,215.16). The Government agrees to amortize no more than \$2,071,659.00, into the rent at 7.5% for 120 months. The approved project change orders are listed on the attached Exhibit A and includes 2 pages.</p> <p>Included in the total tenant improvements cost is the additional cost of \$35,713.78 to furnish and install a combination of 2x2 and 2x4 parabolic light fixtures within the leased space in lieu of building standard lights.</p> <p>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.</p>						
<table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> LESSOR: POYDRAS CENTER, LLC BY <u>[Signature]</u> (Signature) </td> <td style="width: 50%; vertical-align: top;"> <u>[Signature]</u> (Title) </td> </tr> <tr> <td style="vertical-align: top;"> IN PRESENCE OF <u>[Signature]</u> (Signature) </td> <td style="vertical-align: top;"> <u>1522 2nd Street Santa Monica, CA 90401</u> (Address) </td> </tr> </table>			LESSOR: POYDRAS CENTER, LLC BY <u>[Signature]</u> (Signature)	<u>[Signature]</u> (Title)	IN PRESENCE OF <u>[Signature]</u> (Signature)	<u>1522 2nd Street Santa Monica, CA 90401</u> (Address)
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<table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> UNITED STATES OF AMERICA BY <u>[Signature]</u> (Signature) </td> <td style="width: 50%; vertical-align: top;"> CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 819 Taylor Street, Room 5A18, Fort Worth, TX 76102 (Official Title) </td> </tr> </table>			UNITED STATES OF AMERICA BY <u>[Signature]</u> (Signature)	CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 819 Taylor Street, Room 5A18, Fort Worth, TX 76102 (Official Title)		
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Upon completion, inspection and acceptance of the work by the Contracting Officer, the Government shall reimburse the Lessor in a lump sum payment in the amount not to exceed \$387,215.16 upon receipt of an original invoice.

The Lessor receiving payment for the lump sum charge shall issue the invoice. Additionally, the invoice shall include a unique invoice number and cite the following PDN number "PS0018462" [Invoices submitted without the PDN are immediately returned to the Lessor.] Invoices shall be submitted to the Greater Southwestern 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 the invoices electronically, may mail the 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 CONTRACTING OFFICER, Nancy Lopez
819 Taylor Street
Room 5C05
Ft. Worth, TX 76102

A proper invoice must include the following:

- Invoice date
- 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 # PS0018462

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

- END OF SLA No. 5 -

INITIALS	
GOV'T	LESSOR
	