

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 2	DATE 7/30/12
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-07B-16922	

ADDRESS OF PREMISES: 300 Jackson Street, Alexandria, LA 71301-8357

THIS AGREEMENT, made and entered into this date by and between RATCLIFF INVESTMENTS, LLC,

whose address is 1715 England Dr.
ALEXANDRIA, LA 71306-4113

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

WHEREAS, the parties hereto agree to supplement the above Lease.

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

- 1) To document the acceptance of the premises.
- 2) To commence the lease term.
- 3) To document the reduction of annual rent.
- 4) To document changes to the broker commission and commission credit.
- 5) To remove the Tenant Improvement Allowance.
- 6) To acknowledge Lessor's responsibility for punch list items; and
- 7) All other terms and conditions are in full force and effect.

1) The premise is accepted and substantially complete as of today, July 18, 2012.

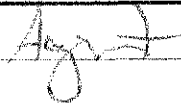
2) Section 2 of the SF2 is hereby deleted in its entirety and replaced with the following:

"TO HAVE AND TO HOLD the premises with their appurtenances for the term commencing on July 18, 2012 and continuing through July 17, 2022 inclusive, subject to termination and renewal rights herein set forth."

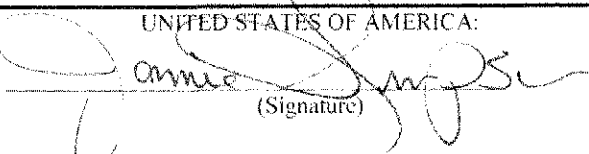
LESSOR: RATCLIFF INVESTMENTS, LLC

BY  (Signature)

IN PRESENCE OF  (Witness)

 (Title)

(Address)

UNITED STATES OF AMERICA:
BY  (Signature)

GENERAL SERVICES ADMINISTRATION
CONTRACTING OFFICER
(Official Title)

3) Paragraph 1 only, of Section 3 of the SF2 is hereby deleted in its entirety and replaced with the following:
"For years 1 through 5, the Government shall pay the Lessor annual rent of \$192,607.96 (\$17.88/RSF - \$20.67/ABOA) at a rate of \$16,050.66 per month in Arrears. The total annual rent consists of annual Shell rent of \$142,743.96 (\$13.25/RSF - \$15.32/ABOA) at \$11,895.33 per month; annual Operating Costs of \$49,864.00 (\$4.63/RSF - \$5.35/ABOA) at a rate of \$4,155.33 per month."

4) Section 16 of the SF2 shall be revised as follows:

i) The total amount of commission referenced in Paragraph 1 is amended to: [REDACTED]

ii) The commission credit referenced in Paragraph 2 is amended to: [REDACTED]

iii) Paragraphs 4-6 is deleted in their entirety and replaced with the following:

"First Month's Rental Payment of \$16,050.66 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted First Month Rent.

Second Month's Rental Payment of \$16,050.66 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Second Month Rent.

Third Month's Rental Payment of \$16,050.66 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Third Month Rent."

5) Section 18 of the SF2 is hereby deleted in its entirety and replaced with the following:

"Tenant Improvement Allowance: INTENTIONALLY DELETED"

6) Lessor will, on or before August 1, 2012, correct any and all punch list items set forth in the GSA Form 1204 (attached hereto as Exhibit A) completed on July 18, 2012.

7) All other terms and conditions of the lease are in full force and effect.

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