

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07B-17159
ADDRESS OF PREMISES 800 WEST COMMERCE ROAD HARAHAN, LA 70123-2331	PDN Number:

THIS AMENDMENT is made and entered into between Elman 800 Associates, L.P.

whose address is: 100 N Centre Ave Ste 502 Rockville Centre, NY 11570-6303

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

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

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 when signed by both parties as follows:

- 1) Incorporate Drawings; and
- 2) Address Construction Documents; and
- 3) Issue Notice To Proceed; and
- 4) Address Tenant Improvement costs; and
- 5) All other terms and conditions of this lease shall remain in full force and effect.

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 LESSOR

Signature: _____
Name: _____
Title: VP - Elman 800 GP, Inc
Entity Name: Elman 800 Associates, LP
Date: _____

FOR THE GOVERNMENT

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
Date: 2/22/13

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: KATHLEEN COVERN
Title: PROPERTY MANAGER
Date: 2/12/13

1.) To incorporate and confirm the Government's approval of the Lessor's Construction Documents dated January 30, 2013, created by Neosis Design Associates consisting of 2 pages for the build-out of the leased space located at 800 W Commence Rd, Suite 500, Harahan, LA 70123, but only insofar as they relate to conformance with the specific requirements of Subparagraph B of Paragraph 4.01 of Lease No. GS-07B-17159.

2.) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted and according to the Construction Documents created by Neosis Design Associates dated January 30, 2013 and attached as Exhibit A. The Lessor remains responsible for the accuracy of the Construction Documents as stated in the lease when compared to Government's approval of the Construction Documents in Paragraph one (1) of this lease amendment.


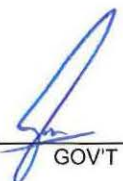
Any changes of the Construction Documents which result in a financial adjustment of any type must be approved, in writing, by the GSA Contracting Officer.

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent Lease Amendment.

3.) Upon full execution and delivery of this Lease Amendment the Lessor can consider this as a Notice to Proceed with the Tenant Improvement construction of the 5th floor Tenant Improvements. The anticipated date of completion and acceptance by the Government is on or before March 15, 2013.

4.) The Lessor and the Government have agreed that the total cost of Tenant Improvements is \$26,919.78 and there shall be a remaining Tenant Improvement Allowance of \$665,915.42 (\$692,835.20 - \$26,919.78=\$665,915.42) to be used for tenant improvements for the 3rd floor once the scope of work is completed and a subsequent lease amendment issuing notice to proceed is executed. The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements in Suite 500 by the anticipated date of completion. It is agreed that the total cost of the Tenant Improvements shall be amortized over the first five (5) years of the term of the lease agreement and paid monthly in arrears at an annual interest rate of seven percent (7%) beginning upon the Government's acceptance of the second phase of tenant improvements. This lease amendment addresses the first phase of tenant improvements.

5.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:  LESSOR &  GOV'T