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 issued to issue Notice To Proceed on the requested change orders in accordance with Exhibit A (4 pages), attached and made part of this 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 September 18, 2013, as follows:

1) To approve requested change order; and
2) To provide a Notice to Proceed with change order work; and
3) Address Tenant Improvement costs; and
4) All other terms and conditions of this lease shall remain in full force and effect.

This Lease Amendment contains 6 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: [Blank]
Name: [Blank]
Title: [Blank]
Entity Name: [Blank]
Date: 09-24-2013

FOR THE GOVERNMENT:

Signature: [Blank]
Name: Lease Contracting Officer
Title: [Blank]
Entity Name: GSA, Public Buildings Service
Date: 11-4-13

WITNESSED FOR THE LESSOR BY:

Signature: [Blank]
Name: [Blank]
Title: [Blank]
Date: 09-24-2013

Lease Amendment Form 12/12
1.) The following changes are made in accordance with the changes clause of the General Clauses of the lease, section 552.270-14(2), Works and Services:

   1. Change Order #1 ( ) - Men's and Women’s Changing Room alterations.

The total cost for the above work is . All changes performed under this contract shall not exceed .

The changes described above and in the attached Exhibit pursuant to this Lease Amendment (LA) shall be maintained by the Lessor during the term of this lease and are to remain the property of the Lessor. Lessor waives restoration of the premises for these changes.

2.) Upon full execution and delivery of this Lease Amendment (LA) the Lessor can consider this as a Notice to Proceed with the above change orders.

3.) The Government will pay for the entire cost of the change order by lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements.

To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0027439 and shall be sent electronically to the GSA Finance Website at http://www.finance.gsa.gov/defaultexternal.asp. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

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

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease Contracting Officer at the following address:

General Services Administration
ATTN: Meredith Whitley
819 Taylor Street
Room 5A18
Fort Worth, Texas 76102

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