

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1

DATE
4/29/09

TO LEASE NO.
GS-07B-16476

ADDRESS OF PREMISES Three Lakeway, 3838 North Causeway Boulevard
Metairie, LA 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 #1350
Metairie, LA 70002

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government;

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

The purpose of this Supplemental Lease Agreement No. 1 is to incorporate the increased cost of additional amortized tenant improvements and provide Notice To Proceed to Lessor.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree to increase the Tenant Improvement allowance and provide Notice To Proceed, effective as of March 1, 2009, as follows:

The Lessor hereby mutually agrees to the following terms & conditions:

1. Lessor agrees to furnish and install the Tenant Improvements as set forth on Exhibit A attached hereto and made a part hereof.
2. Paragraph 10 of the Lease shall be deleted in its entirety and the following substituted therefore:

The Government has requested an additional Tenant Improvement allowance of \$96,459.70 (equals \$1.31/USF or \$1.14/RSF), which Lessor has agreed to provide. This amount is amortized over the 5 year term at a rate of 7% equals \$22,920.21 per annum (calculated to \$0.31 USF or \$0.27 PRSF) or \$1,910.02 per month. The total Tenant Improvements allowance is therefore \$832,609.70 (equal to \$11.310 per ANSI/BOMA Office Area square foot times 73,615 USF / or \$9,835 RSF x 84,657 RSF), which amount shall be amortized into the rent at 7.0% for the firm term (i.e., 60 months) as set forth in Lease Paragraph 3, revised below. (This calculates to \$197,840.04 per annum (expressed as \$2.69/USF or \$2.34/RSF) or \$16,486.67 per month.) Pursuant to SFO No. 6LA0177 paragraphs 3.5 Tax Adjustments, 3.6 Percentage of Occupancy, and 3.7 Operating Cost Base, the Government's percentage of occupancy is established at 18% based on the Government's leased premises of 84,657 RSF / rentable square feet and the buildings 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. Pursuant to SFO No. 6LA0177 paragraph 3.7 and 3.8, the Operating Cost base is established at \$7.49 per ANSI/BOMA office area square foot.

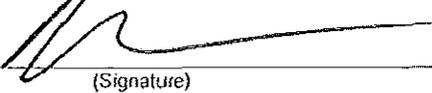
3. This SLA represents your Notice to Proceed (NTP) with the construction of the Tenant Improvements set forth on Exhibit A in the total amount of \$832,609.70. The tenant improvements shall be completed in accordance with the construction schedule [attached hereto and made a part hereof as Exhibit B], subject to Excusable and Government Delays.

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:

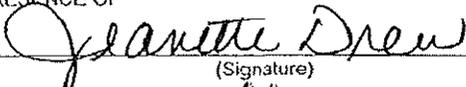
BY


(Signature)

Chris Hendricks
Market Managing Director

(Title)

IN PRESENCE OF

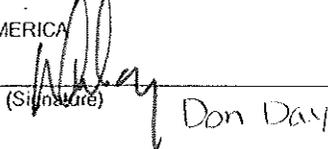

(Signature)

Equity Office
15950 North Dallas Parkway, Suite 300
Dallas, Texas 75248

(Address)

UNITED STATES OF AMERICA

BY *draft*


(Signature) Don Day

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
819 Taylor Street, Room 12B Fort Worth, TX 76102
(Official Title)



4. Paragraph 9 of the Lease shall be deleted in its entirety and the following substituted therefore:

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

TERM	ANNUAL RENT	MONTHLY RENT
Year 1	\$2,177,378.04	\$181,448.17
Year 2	\$2,223,939.39	\$185,328.28
Year 3	\$2,266,267.89	\$188,855.66
Year 4	\$2,308,596.39	\$192,383.03
Year 5	\$2,350,924.89	\$195,910.41
Year 6	\$2,370,396.00	\$197,533.00
Year 7	\$2,412,724.50	\$201,060.38

Rent shall be paid monthly in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

LA-Lakeway, L.L.C., a Delaware Limited Liability Company
C/O Equity Office
Department 827652 10430
P.O. Box 827652
Philadelphia, PA 19182-7652

5. Paragraph 29 of the Lease shall be deleted in its entirety and the following substituted therefore:

"29. Commission and Commission Credit -- The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this Lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the Broker and Commission Credit paragraph of SFO 6LA0177.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

The First Month's Rental Payment shall be [REDACTED]. This is based on the 1st years monthly rent of \$ 181,448.17 minus the prorated Commission Credit of [REDACTED]

The Second Month's Rental Payment shall be [REDACTED]. This is based on the 1st years monthly rent of \$181,448.17 minus prorated Commission Credit of [REDACTED]."

6. SF-2, page 2, Paragraph 7 of the Lease shall be amended and the following are hereby added:

- "a. The following are attached and made a part hereof:
- [REDACTED] Scope of Work (2 pages), ✓
- GSA Form - Revised Proposal To Lease Space- 1364A (2 pages)
- GSA Form - Lessor's Annual Cost Statement-1217 (1 page)
- [REDACTED] Multiple CG Bid Analysis and Approval (1 page)

END

INITIALS

GOV'T <i>al</i>	LESSOR <i>[Signature]</i>
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