

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-07B-16806	DATE 8.29.11	PAGE 1 of 1
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ADDRESS OF PREMISES  
Resource Bank Building, 5100 Village Walk, Suite 211, Covington, LA 70433-4012

THIS AGREEMENT, made and entered into this date by and between PHOENIX COVINGTON ASSOCIATES, LLC

whose address is 5100 Village Walk  
Covington, Louisiana 70433-4012

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

WHEREAS, the parties hereto desire to amend and establish the commencement date of the above Lease, to document the acceptance of space (Premises above) subject to corrected punch list items, to incorporate the amended LAN Room Requirements and associated BTU specs, to confirm the total approved Tenant Improvement Allowance and to correct the Lessor's address in GSA Form 3626 (Part II, Section C.8.) and Supplemental Lease Agreement 1, dated June 17, 2011, hereinafter "SLA 1".

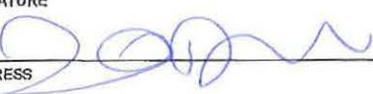
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by both parties to as follows:

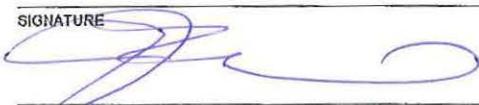
- I. Part II, Section 3 of the Lease is deleted in its entirety and replaced with the following:  
"3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term commencing on June 28, 2011, and continuing through June 27, 2021, inclusive, subject to termination and renewal rights as may be hereinafter set forth. The Government may terminate this lease, in whole or in part, effective any time after the fifth (5th) year of this lease by giving at least 60 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."
- II. Lessor has corrected, as of June 29, 2011, all regularly listed punch list items set forth in GSA Form 1204 which is attached hereto as Exhibit I. To compensate for items that were listed as "subject to confirmation", Lessor will provide a credit in the amount of \$160.00 directly to the Agency. This credit is for use towards the completion of the scope of work to incorporate LAN room changes, called for by the Agency (such changes are outside of this scope of the Lease).
- III. The LAN Room Requirements and associated BTU specs, as amended, which were included in the design intent drawings are hereby incorporated into the lease as Exhibit II (3 pages). There will be no revision to the lease rate as a result of these requirements.
- IV. As stated previously in SLA 1, the total cost of tenant improvements was \$86,936.46. The Tenant Improvement Allowance provided in the lease was \$59,654.07. The remaining balance of \$27,282.39 will be paid by the Government upon receipt of Lessor's invoice prepared and sent in the manner set forth in SLA 1.
- V. The address provided for Lessor was incorrect in both GSA Form 3626 (Part II, Section C.8.), dated November 29, 2010 and in SLA1. The Lessor's address is hereby corrected and stated, in both GSA Form 3626 (Part II, Section C.8.) and SLA 1 as:

5100 Village Walk  
Covington, Louisiana 70433-4012

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE 	NAME OF SIGNER Jeffrey J. Feil
ADDRESS	

IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Jennifer J. Dorfman
ADDRESS	

UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER Jeffrey J. Feil
	OFFICIAL TITLE OF SIGNER Contract Officer