

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT
NO. 13

DATE
MAR 14 1996

TO LEASE NO. GS-02B-22464

ADDRESS OF PREMISES: 99 Tenth Avenue
New York, NY

THIS AGREEMENT, made and entered into this date by and between Able Empire Group, a partnership of Abraham Hirschfeld, Elie Hirschfeld, Belz Associates, a Tennessee general partnership and Belz Investment Company, a Tennessee Corp.

whose address is 15 Penn Plaza
415 Seventh Avenue, Suite 150
New York, NY

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

WHEREAS, the parties hereto desire to amend the above Lease, as previously amended, to amend and restate paragraph 13 of the General Clauses which are attached to and made a part of the Lease pursuant to paragraph 10 (k) of the Lease and as the same were amended by the Rider to such paragraph 13 of such General Clauses, as follows:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective February 15, 1996 as follows:

1. Paragraph 13 of the General Clauses is hereby deemed amended and restated by deleting the entirety thereof from the General Clauses and from the Rider to the General Clauses and by substituting in the place and stead thereof, the following:

13. Subletting or Assigning the Premises.

The Government may assign this lease or sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting or assignment except if Lessor agrees to accept an offer of termination of a portion of the leased premises or the entire leased premises then the lease or that portion of the lease shall be terminated without any further liability on the part of the Government. Notwithstanding the foregoing, the Government's right to assign this lease or sublet all or any portion of the premises shall be subject to the prior written consent of Lessor which, subject to the Government's compliance with the next succeeding paragraph, shall not be unreasonably withheld. The Government shall, if it proposes to assign this lease or sublet all or any portion of the demised premises, give notice of such intention to Lessor and any such notice shall be deemed an offer by the Government to Lessor to terminate this lease in the case of a proposed assignment thereof or a subletting of the entire premises, or in the case of a proposed subletting of a portion of the premises, to terminate this lease with respect to the portion that the Government proposes to sublease. No such offer to terminate will be deemed accepted by Lessor unless Lessor accepts in the manner set forth below. Consent by Lessor to such proposed sublease or assignment will not be deemed a termination of all or part of this Lease. Any such offer to terminate may be accepted by the Lessor by express written notice of acceptance to the Government given within thirty (30) days after the date of the Government's proposed sublease or assignment. The effective date of such termination shall be the proposed effective date of the sublease or assignment as set forth in the Government's notice (which shall not be less than 60 nor more than 270 days from the date of such notice). If the Government proposes to sublease only a portion of the premises, the Government's notice to Lessor shall contain a rendering showing the portion of the premises which it proposes to sublease. In the event that Lessor exercises its rights hereunder with respect to a proposed subletting of a portion of the premises, (i) Lessor's right in connection with any such termination shall include reasonable means of access to and from such portion of the premises, utilities at reasonable cost to the Lessor and the right in common with the Government to the use of all common area and facilities required for reasonable occupancy thereof (including use of public bathrooms), and (ii) the rent and rent adjustment payable by the Government hereunder shall be reduced in proportion to the office area or vehicular storage area affected by such termination.

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.

LES
BY _____
IN PR _____

(Title)

(Signature)

(Address)

UNITED STATES OF AMERICA - General Services Administration

BY _____

Contracting Officer
(Official Title)