

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
NO. 17

DATE  
09 FEB 1999

TO LEASE NO. GS-02B-22464

Address of Premises: 99 Tenth Avenue, New York, New York

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 partnership and Belz Investment Company, a Tennessee Corp. whose address is 100 Peabody Place, Memphis, Tennessee 38103

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 provide for the installation of additional cooling units at the leased premises.

Now Therefore, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective as follows:

1. The Lessor hereby agrees to provide all necessary materials, equipment, labor and supervision for the installation of a 24,000 BTU split system cooling only unit for the Computer Room in the Title 3 Area on the seventh floor, (the "Cooling Unit").
2. The Lessor hereby agrees to complete the installation within (14) calendar days from the date that this Agreement is executed by the Government and delivered to the Lessor. If delays arise from unforeseeable causes beyond the control of the Lessor and/or his contractor, the Lessor shall notify the Contracting Officer in writing of any delay within (5) calendar days after such delay begins. The Contracting Officer shall ascertain the facts, determine the extent of the delay, and grant time extensions if justified. In addition, the Lessor shall make the necessary arrangements with the [redacted] to perform the work so that minimum amount of interference with Government activities will result.
3. Upon completion of the work as covered by this Agreement and upon receipt of a proper invoice from the Lessor, the Government shall reimburse the Lessor in a one-time lump sum payment of [redacted] for the installation of the Cooling Unit. In no event shall payment be made pursuant to this provision until the Government has accepted the installation as satisfactorily completed. If upon inspection by the Government, the Cooling Unit do not operate properly; the Lessor shall correct the problems without any additional cost to the Government.

See attached

All other terms and conditions of the Lease shall remain in force and in effect.

In Witness Whereof, the parties subscribed their names as of the above date.

[redacted signature area]

E. HIRSCHFELD  
PRES.

(Title)

[redacted address]  
(Address)

United States of America, General Services Administration

By [redacted signature]  
(Signature)

Contracting Officer

