GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 17

DATE (0) 9 FEB

1999

TO 1 54

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:

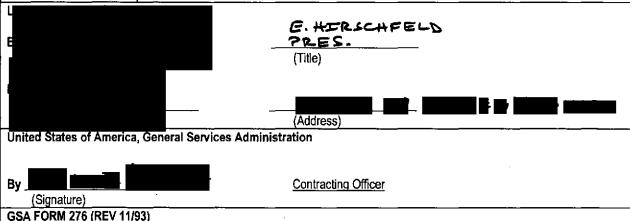
Whereas, the parties hereto desire to amend the above Lease, as previously amended, to provide for the installation of additional cooling units at the leased premises.

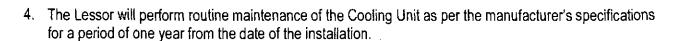
Now Therefore, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective as follows:

- 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 address Agreement is executed by the Government and delivered to the Lessor. If delays arise from unforeseeable accuses beyond the control of the Lessor and/or his contractor, the Lessor shall notify the Contracting Officer in the 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 asked the necessary arrangements with the latest 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 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 Thereof, the parties subscribed their names as of the above date.





- 5. Lessor covenants and agrees that with respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for the work performed and materials furnished hereunder, Lessor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing, for the benefit of Lessor and the Government; and
 - (3) Enforce all warranties for the benefit of Lessor and the Government.

The warranties include a one (1)-year warranty for labor and parts for the Cooling Unit and a separate five (5)-year warranty ferlabor and parts for the compressor portion of the Cooling Unit at no additional cost to the Government. Upon expiration of each of the one (1)-year warranty or the five (5)-year warranty, the Lessor, if requested in writing by the Government, shall enter into another contract for such period on behalf of the Government for full maintenance, service, and repairs including labor and parts; for the Cooling Unit or the compressor portion of the Cooling Unit, as the case may be. The Government will reimburse the Lessor for the cost of such service contract with a one-time lump sum payment. If the Government does not request the Lessor to enter into another contract, the cost for maintaining the Cooling Unit or the compressor portion of the Cooling Unit; as the case may be shall be the responsibility of the Government.

6. Except as modified in this Agreement, all other terms and conditions of the Lease shall remain in full force and effect and in the event that any terms and conditions of this Agreement may conflict with any terms and conditions of the Lease or any previous Agreements, the terms of this Agreement shall control and govern.

INITIALS

COVERNMENT