

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 22

DATE
04 MAY 2000

TO LEASE NO. GS-02B-22464

ADDRESS OF PREMISES: 99 Tenth Avenue, New York, New York 10014

THIS AGREEMENT, made and entered into this date by and between Able Empire Group, L.P. whose address is 100 Peabody Place, Memphis, TN 38103

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

WITNESSTH, That:

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective as of the above date as follows:

- 1) The Lessor hereby agrees to provide all necessary materials, equipment, labor and supervision for the installation of fibre optic from the Crypto Room to the library on the 5th floor. The alterations include the installation of the electrical receptacles, a new circuit breaker panel and a supplemental air-cooling unit. Attached to and made part of this Agreement are the Lessor's proposal designated as Exhibit "A" & Exhibit "B" that describe in detail the work and areas of work to be performed by the Lessor as part of this SLA.
- 2) The Lessor hereby agrees to complete the alterations no later than May 25, 2000. If delays arise from unforeseeable causes beyond the control of the Lessor and/his contractor, the Lessor shall notify the Contracting Officer in writing within two (2) 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 arrangements with the [redacted] to perform the work so that minimum amount interference with Government activities will result.
- 3) Upon the completion of the work 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 work. In no event shall payment be made pursuant to this provision until the Government has accepted the work as satisfactorily completed. If upon inspection by the Government, the work is not completed to the satisfaction of the [redacted], the Lessor shall correct the problems without any additional cost to the Government. In no event shall the Government pay more than the above referenced amount for the work covered in this Agreement. In the event of any decreases in alteration costs, the lump sum cost will be reduced accordingly.

← 30 DAYS FROM RECEIPT OF AN EXECUTED COPY OF THIS SLA @

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

IN WITNESS WHEREOF, the parties subscribed there names as of the above date.

LE [redacted]
BY _____ (Title)
IN PRESENCE OF _____

(Signature) _____ (Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY [redacted] _____ Contracting Officer
(Signature) (Official Title)