

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 31
TO LEASE NO. GS-02B-22464

DATE
MAY - 4 2005

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:

WHEREAS, the parties hereto desire to amend the above Lease, to correct the lease contract payments payable by the Government to the Lessor under the Lease.

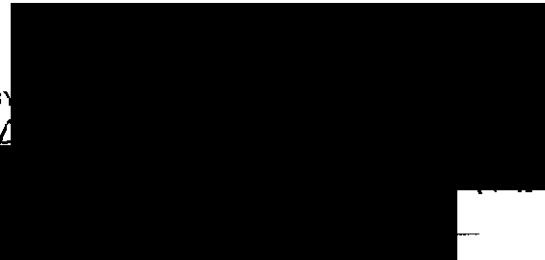
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective _____ as follows:

See Attached


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.

LESSOR: ABLE EMPIRE GROUP, L.P.

BY  Co-Presidents (Title)
HFEW
S
100 Peabody Place, Suite 1400 (Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY  (Signature) _____ Contracting Officer (Official Title)

Supplemental Lease Agreement No. 31 to Lease GS-02B-22464

1. The Lessor and Government hereby agree that for the purpose of the operating cost escalation set forth in Paragraph 20 of Section B of the Lease, the consumer price base index for Lease Years 2 through 10 was May 1991, and that pursuant to Paragraph 22 of the Lease, for the first renewal period (i.e., Lease Years 11 through 15, or June 3, 2001 through June 2, 2006) the consumer price base index should be May 2001, but the Government continued to pay operating cost escalations based on a the consumer price base index of May 1991 for the period from June 3, 2001 through [April 2,] 2005, resulting in the Government having overpaid the Lessor on the lease contract payments. Attached to and made part of this Agreement is Exhibit "1" that shows the correct annual rent due by the Government to the Lessor for operating cost escalations in 2002, 2003, 2004 and 2005, and the Government's overpayment to the Lessor effective June 3, 2001 through March 31, 2005.

2. The total balance due by the Lessor to the Government is \$989,840.84, which includes an underpayment by the Government on account of operating cost escalations in 2000/2001 of \$1,155.12. The Government and Lessor agree that the repayment plan shall consist of 1) the Government withholding \$250,000 from the April rent payment (which is due on the first business day of May 2005); and 2) Government withholding \$56,910.83 per month starting with the May rent which will be issued on the first business day of June 2005 and continuing through the May 2006 rental (over 13 months) to be issued on the first business day of June 2006.

3. Except as modified in this Supplemental Lease 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 Supplemental Lease Agreement may conflict with any terms and conditions of the Lease of any previous Supplemental Lease Agreements, the terms of this Supplemental Lease Agreement shall control and govern.

Lessor



Government

