## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT NO. 32

DATE 1-26-05

SUPPLEMENTAL LEASE AGREEMENT

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:

WHEREAS, the parties hereto desire to amend the above Lease to provide for installation of a two (2) ton SANYO Cooling Unit within the fifth-floor server room of the Leased Premises.

See Attached

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:

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

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BY	CO-PRESIDENTS
AND	(Title)
IN PRESENCE OF	
BY	
(Signature)	(Address)
UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION	
	Contracting Officer
(Signature)	(Official Title)

GSA form **276** (REV 11/93)

## SUPPLEMENTAL LEASE AGREEMENT #32 99 Tenth Avenue, New York, NY 10011 GS-02B-22464

- 1) The Lessor hereby agrees to provide all necessary materials, equipment, labor and supervision for the installation of a two ton (24,000 BTU) supplementary SANYO air conditioning system (the "Cooling Unit") for the fifth-floor server room (the "Firebird Room") of the Leased Premises. Attached to and made part of this Agreement is Exhibit "A" which includes the Lessor's proposal and description of the work to be performed by the Lessor as part of this Agreement.
- 2) The Lessor hereby agrees to complete the installation within thirty (30) calendar days from the date that the Government executes this Agreement. 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 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 to perform the work so that minimum interference with Government activities will result.
- 3) Upon the completion and acceptance 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 for such 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 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 detailed and covered in this Agreement. In the event of any decrease in scope of work, the lump-sum cost will be reduced accordingly. The Lessor shall not be reimbursed for any services and/or work unless approved in advance and in writing by an authorized official of the U.S. General Services Administration (GSA).
- 4) Lessor covenants and agrees with respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for the work performed and materials furnished hereunder, Lessor shall:
  - Obtain all warranties that would be given in normal commercial practice:
  - Require all warranties to be executed, in writing, for the benefit of Lessor and the Government; and
  - Enforce all warranties for the benefit of Lessor and the Government.

The warranties shall include a one (1) year warranty for labor and parts for the Cooling Unit and a separate five (5) year warranty on parts for the compressor portion of the Cooling Unit at no additional cost to the Government. Upon expiration of each 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 each 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

Government: J.W.

maintaining the Cooling Unit or the compressor portion of the Cooling Unit, as the case may be, shall be the responsibility of the Government.

5) The Lessor agrees that the invoice shall be printed on the same letterhead as the payee named in this Lease, shall reference the PDN #PS0006995, and shall be sent to:

General Services Administration
Finance Division
819 Taylor Street
Forth Worth, Texas 76102-0181

- 6) The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer.
- 7) Except as modified by 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 conflict with any terms and conditions of the Lease or any previous Supplemental Lease Agreements, the terms and conditions of this Supplemental Lease Agreement shall govern and control.