

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 34	DATE 2/26/07
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 certain alterations to the Leased Premises.

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:

-See Attached-

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

LE
BY  _____
(Title)

IN PRESENCE OF
BY _____
(Signature) (Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION
BY  _____
(Signature) Contracting Officer
(Official Title)

SUPPLEMENTAL LEASE AGREEMENT #34
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 performing certain alterations to the [REDACTED] lab which impact the 2nd and 7th floors of the Leased Premises. Attached to and made part of this Agreement is Exhibit "A" which sets forth the Lessor's cost proposal for this work, and Exhibit "B" which incorporates the Government's construction drawings detailing the scope of work to be performed by the Lessor as part of this Agreement.
2. The Lessor hereby agrees to complete the work within eighty (80) 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 [REDACTED] 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 receipt of a proper invoice from the Lessor, the Government shall reimburse the Lessor in a one-time lump-sum payment an amount not to exceed \$150,557.37 for such work. Of this amount, \$11,449.23 shall be deemed a "Contingency Fee", which shall be incurred by the Lessor only in the event of a GSA-directed change to the scope of work set forth in Exhibit B. The Lessor's use of the Contingency Fee, or any portion thereof, must be approved in advance and in writing by a GSA Contracting Officer. In the event of any decrease in overall scope of work, the lump-sum cost will be reduced accordingly. 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 detailed and covered in this Agreement.
4. The Lessor agrees that the invoice shall be printed on the same letterhead as the payee named in this Lease, shall reference the PDN# PS0011631 and shall be sent to:

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

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer.

5. The Lessor agrees to maintain and repair all items furnished and installed as part of this SLA No. 34 in accordance with the provisions of the Lease and in the same manner as all other tenant improvements provided by the Lessor under this Lease. The Lessor shall not be reimbursed for any services and/or

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work unless approved in advance and in writing by an authorized official of the U.S. General Services Administration (GSA).

6. 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.

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