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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE | SUPPLEMENTAL AGREEMENT NO. 37 | DATE 1/23/09 |
| | 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 payment for the change order costs associated with SLA 34 and SLA 35.

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.


LESSOR: Able Empire Group, L.P

 _____  _____

IN PRESENCE OF

BY _____ (Signature) _____ (Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY  _____ Contracting Officer
(Signature) (Official Title)

SUPPLEMENTAL LEASE AGREEMENT #37
99 Tenth Avenue, New York, NY 10011
GS-02B-22464

1. Attached hereto and made apart of this SLA is "Exhibit A," which represents the change order costs associated with the work performed under SLA 34 and SLA 35 of this Lease.
2. Upon receipt of a proper invoice, the Government shall reimburse the Lessor a one-time, lump-sum payment of \$11,500.00 towards the total cost represented in Exhibit A. This amount shall include the remaining contingency balance of \$4,830.07 under SLA #34, and the entire contingency balance of \$2,939.78 under SLA #35.
3. The Lessor agrees that the invoice shall be printed on the same letterhead as the payee named in this Lease, shall reference the PDN# PS001362 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.

4. The Lessor agrees that the Government's payment set forth in this SLA shall serve as a full and final payment for any and all costs owed by the Government for change orders associated with SLA 34 and SLA 35.
5. 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.

INITIALS

LESSOR

GOVERNMENT