

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 8
LEASE AMENDMENT	TO LEASE NO. GS-02-B-24082
ADDRESS OF PREMISES 99 10th Avenue New York, NY 10011-4713	PDN Number: PS0034550

**THIS AMENDMENT** is made and entered into between Able Empire Group, L.P.

whose address is: 100 Peabody Place  
Room 1400  
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. .

**NOW THEREFORE**, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. The Government has requested changes to the scope of work agreed to in Lease Amendments #3 & #7, and the parties agree that these changes increase the total project cost by \$156,324.53. These changes are included as an attachment to this Lease Amendment and entitled Exhibit "A". Additionally, the Government has requested and the Lessor has agreed to supply and install a 1000KW diesel generator as shown on the drawings and specifications created by AKF dated 3/17/17 and entitled "Issued for Revision 3." The total cost to supply and install the 1000KW generator, which the Government shall pay, is agreed to be \$3,855,807.50, and the Lessor shall perform all work necessary to install the generator. The Government shall cooperate with Lessor and acknowledges that there may be required shut-downs of its equipment during installation and for testing and maintenance of the generator. The Lessor shall give advance notice of any planned shutdown and make a reasonable effort to coordinate the same with the Government but shall not be required to incur overtime or other incremental expense in connection therewith. Upon completion of installation and initial testing of the generator the Government shall assume full responsibility therefor at the Government's sole cost and expense, and shall thereafter be solely responsible for the repair, maintenance and testing thereof and any replacements required in connection therewith. The total amount of the Tenant Improvements authorized for this project is, therefore, \$11,201,155.95, which exceeds the Tenant Improvement Allowance of \$2,127,192.78 by \$9,073,963.17. As the work

This Lease Amendment contains 3 pages plus Exhibit.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Entity Name: Able Empire Group L.P.  
Date: 2/7/18 2/7/18

**FOR THE GOVERNMENT:**

Signature: [Redacted]  
Name: Scott Elgart  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 2/7/18

**WITNESSED FOR THE LESSOR BY:**

Signature: [Redacted]  
Name: Vickie Allen  
Title: Int Director  
Date: 2/7/2018

progresses, the Government shall make lump sum payments for work that is substantially complete upon receipt of a proper invoice in accordance with the payment provisions contained in Paragraphs 18 and 21 of the General Clauses. The invoices must be submitted from Able Empire Group, L.P. and all submitted documents must include PDN# PS0034550 as the reference number. The invoices must be submitted electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov) with a duplicate invoice to the attention of the Contracting Officer, including supporting documentation.

There is still a Tenant Improvement Allowance of \$1,364,591.60 remaining to be used at the Government's discretion, this is not included in the \$11,201,155.95 amount included above.

The total amount of \$11,201,155.95 includes the settlement amount of \$199,152.00 included in Paragraph 2 below.

\*The drawings and specifications have been prepared in accordance with the scope of work provided by the Government.

2. The Parties agree to a time extension to substantially complete for beneficial use Phases 1-3 on the 7<sup>th</sup> and 8<sup>th</sup> floors of the demised premises. The Lessor shall now have until April 18, 2018, to complete these phases. In the event the construction is not completed by this date the Government may, to the extent applicable, enforce the liquidated damages provision contained in the Lease. By granting this extension the Government shall contribute \$150,000.00 towards the extended General Conditions due the contractor Reldy Contracting Group and towards the charges of the Lessor's Owner's Representative CBRE. Such contribution shall be paid upon substantial completion of the 7<sup>th</sup> and 8<sup>th</sup> floor work. In addition, the Government shall contribute 50% of all costs charged by SmithgroupJJR, PLLC for construction administration for this extended period, but this contribution by the Government shall not exceed \$49,152.00. By executing this Lease Amendment, the Lessor and Government mutually agree that this document reflects the final settlement for any costs or fees associated with delay in delivering the initial three phases of the project. The Lessor and Government mutually agree to forever release their respective agents, servants, employees, subcontractors, suppliers, successors, and assigns of all claims and liability of any character, type, or description, with respect to delays.
3. The Parties acknowledge that the Lessor has completed the replacement of the 254 exterior, non-lobby windows; replaced all existing restrooms with automatic water conservation, faucets, flush valves, and toilet partitions; added one unisex toilet in the basement; prepared and repainted the garage structure; pressure washing the garage deck; restriped and renumbered the floor surface; replaced the lighting in the garage; the Title III area on the 8<sup>th</sup> floor, and the IT room on the 8<sup>th</sup> floor; and the compressed air system has been relocated within the laboratory. The Lessor has completed but has not received a sign off by their elevator consultant for the modernization of the five (5) elevator cabs which is required by July 27, 2018. The Lessor has completed the repairs to the garage concrete floors for floor 4, floor 3, is required to be completed no later than December 31, 2017, floor 2 is required to be completed no later than December 31, 2018, and floor 1 and basement is required to be completed no later than December 31, 2019. The Lessor is required to replace all the acoustical ceiling tiles in accordance with the requirements 3.21 & 3.22 on the 7<sup>th</sup> and 8<sup>th</sup> floors, provide new lighting within the laboratory expansion space on the 7<sup>th</sup> floor, throughout the existing laboratory space and the new and existing vault areas, provide a report from the professional engineer that the Office and laboratory spaces comply with the HVAC requirements stated in Paragraphs 3.42 & 3.43 (however, Lessor shall have until December 31, 2018 to complete cleaning of duct work), substantially complete for beneficial use all upgrades identified in the EBI consulting report, and all demolition and building shell improvements associated with the Block Plans in Exhibit D no later than April 18, 2018. The Lessor shall replace all of the acoustical ceiling tiles in accordance with the requirements stated in Paragraphs 3.21 & 3.22 and all demolition and building shell improvements associated with the Block Plans in Exhibit D on the 5<sup>th</sup> & 6<sup>th</sup> floors in conjunction with the Tenant Improvement work that will take place after the April 18, 2018 date. The Lessor shall substantially complete for beneficial use all building upgrades required in order to comply with the Architectural Act Accessibility Standards no later than April 18, 2018. The lessor must substantially complete for beneficial use the replacement of the 5 air cooled roof top A/C units serving the laboratory including piping, valves and insulation, the 13 DX A/C units on the 1<sup>st</sup> floor, 6<sup>th</sup> floor, elevator machine rooms, and the 4<sup>th</sup> floor telephone equipment room, replace the 5 A/C units and chilled water handlers that serve the laboratory (i.e. replacement of AHU 37 & 38) and replace A/C 35 with a 100% outside air chilled water cooling AHU with steam heat to serve the main vault expansion no later than April 18, 2018 and the Government recognizes that the commissioning and sign offs may not occur by that date but must be completed

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 INITIALS: EH & SE  
 LESSOR & GOV'T

no later than August 31, 2018. The Government acknowledges that the Lessor has not completed the emergency generator fuel oil system modifications required pursuant to Paragraph 1.16 line item 17 of the Lease by the required date of December 31, 2016 and is granting an extension but the Lessor must have this work substantially completed for beneficial use no later than January 31, 2018 (except for the removal of fuel tank which shall be completed no later than July 31, 2018).

4. Lessor has given notice by letter dated August 14, 2017 of a claim against Smith Group Architects for errors and omissions. Lessor shall continue to pursue such claim unless Lessor reasonably determines that the anticipated costs to pursue such claim, and taking into account the probability of success, will likely be such as would make continued pursuit thereof impractical from a business standpoint. Lessor shall consult with the Government and share information regarding realized and anticipated costs in reaching a decision to discontinue but shall not be required to obtain the Government's consent. If there are proceeds realized (settlement or judgment) as a consequence thereof, such proceeds (net of any legal fees or expenses which shall be disclosed to the Government prior to being incurred by Lessor in connection therewith), shall be shared equally by Lessor and the Government in the form of a rent credit or at Lessor's election as a credit against the cost of then ongoing or future Tenant Improvements.

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