

LEASE NO. GS-02B-24082

Standard Lease
GSA FORM L201C (October 2012)

This Lease is made and entered into between

Able Empire Group LP.

(Lessor), whose principal place of business is

100 Peabody Place
Memphis, TN 38103

and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

99 10th Avenue
New York, NY 10011-4713

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for the purposes of office, laboratory, and parking.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning June 3, 2016 and continuing through June 2, 2031.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Name: Andrew J. Gherman

Title: Co-President

Entity Name:

Date: 5/12/2014

Eric Hirschfeld
Co. Pres.

Able Empire Group, Inc.

Name: Scott Elliott

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 5/16/14

WITNESSED FOR THE LESSOR BY:

Name: Simone D. Williams

Title: V.P. Finance

Date: 5/12/14

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office, Laboratory and Related Space: 224,000 rentable square feet (RSF), yielding 195,000 ANSI/BOMA Office Area (ABOA) square feet (SF) of office, laboratory and related Space located on the entire 5th, 6th, 7th, and 8th floors of the Building, as depicted on the floor plans attached hereto as Exhibit A. In addition the Lessor is providing the Government with 11, 642 ABOA square feet of rent free space on the Basement, 1st, and 2nd floors as depicted on the floor plans attached hereto as Exhibit B.

B. Common Area Factor: The Common Area Factor (CAF) is established as 14.872 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 428 structured/inside parking spaces as depicted on the plan attached hereto as Exhibit C, reserved for the exclusive use of the Government.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to non-exclusive access on the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

A. The Government shall pay the Lessor annual rent, payable in equal monthly installments in arrears, at the following rates:

	YEAR 1
	ANNUAL RENT
SHELL RENT	\$11,464,581.93
TENANT IMPROVEMENTS RENT ¹	\$ 311,556.55
OPERATING COSTS	\$ 2,309,440.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$ 12,981.52
PARKING	\$ 6,177,138.00
TOTAL ANNUAL RENT	\$20,275,698.00

¹The Tenant Improvement Allowance of \$3,510,000.00 is amortized at a rate of 4 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$146,250.00 are amortized at a rate of 4 percent per annum over 15 years

	YEAR 2
	ANNUAL RENT
SHELL RENT	\$11,676,786.09
TENANT IMPROVEMENTS RENT ¹	\$ 311,556.55
OPERATING COSTS	\$ 2,309,440.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$ 12,981.52
PARKING	\$ 6,288,326.48
TOTAL ANNUAL RENT	\$20,599,090.64

¹The Tenant Improvement Allowance of \$3,510,000.00 is amortized at a rate of 4 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$146,250.00 are amortized at a rate of 4 percent per annum over 15 years

	YEAR 3
	ANNUAL RENT
SHELL RENT	\$11,892,809.92
TENANT IMPROVEMENTS RENT ¹	\$ 311,556.55
OPERATING COSTS	\$ 2,309,440.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$ 12,981.52
PARKING	\$ 6,401,516.36
TOTAL ANNUAL RENT	\$20,928,304.35

¹The Tenant Improvement Allowance of \$3,510,000.00 is amortized at a rate of 4 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$146,250.00 are amortized at a rate of 4 percent per annum over 15 years

	YEAR 4
	ANNUAL RENT
SHELL RENT	\$12,112,722.19
TENANT IMPROVEMENTS RENT ¹	\$ 311,556.55
OPERATING COSTS	\$ 2,309,440.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$ 12,981.52
PARKING	\$ 6,516,743.66
TOTAL ANNUAL RENT	\$21,263,443.92

¹The Tenant Improvement Allowance of \$3,510,000.00 is amortized at a rate of 4 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$146,250.00 are amortized at a rate of 4 percent per annum over 15 years

	YEAR 5
	ANNUAL RENT
SHELL RENT	\$12,336,592.87
TENANT IMPROVEMENTS RENT ¹	\$ 311,556.55
OPERATING COSTS	\$ 2,309,440.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$ 12,981.52
PARKING	\$ 6,634,045.04
TOTAL ANNUAL RENT	\$21,604,615.98

¹The Tenant Improvement Allowance of \$3,510,000.00 is amortized at a rate of 4 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$146,250.00 are amortized at a rate of 4 percent per annum over 15 years

	YEAR 6
	ANNUAL RENT
SHELL RENT	\$12,564,493.23
TENANT IMPROVEMENTS RENT ¹	\$ 311,556.55
OPERATING COSTS	\$ 2,309,440.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$ 12,981.52
PARKING	\$ 6,753,457.85
TOTAL ANNUAL RENT	\$21,951,929.15

¹The Tenant Improvement Allowance of \$3,510,000.00 is amortized at a rate of 4 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$146,250.00 are amortized at a rate of 4 percent per annum over 15 years

	YEAR 7
	ANNUAL RENT
SHELL RENT	\$12,796,495.75
TENANT IMPROVEMENTS RENT ¹	\$ 311,556.55
OPERATING COSTS	\$ 2,309,440.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$ 12,981.52
PARKING	\$ 6,875,020.09
TOTAL ANNUAL RENT	\$22,305,493.95

¹The Tenant Improvement Allowance of \$3,510,000.00 is amortized at a rate of 4 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$146,250.00 are amortized at a rate of 4 percent per annum over 15 years

	YEAR 8
	ANNUAL RENT
SHELL RENT	\$13,032,674.36
TENANT IMPROVEMENTS RENT ¹	\$ 311,556.55
OPERATING COSTS	\$ 2,309,440.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$ 12,981.52
PARKING	\$ 6,998,770.45
TOTAL ANNUAL RENT	\$22,665,422.92

¹The Tenant Improvement Allowance of \$3,510,000.00 is amortized at a rate of 4 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$146,250.00 are amortized at a rate of 4 percent per annum over 15 years

	YEAR 9
	ANNUAL RENT
SHELL RENT	\$13,273,104.19
TENANT IMPROVEMENTS RENT ¹	\$ 311,556.55
OPERATING COSTS	\$ 2,309,440.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$ 12,981.52
PARKING	\$ 7,124,748.32
TOTAL ANNUAL RENT	\$23,031,830.62

¹The Tenant Improvement Allowance of \$3,510,000.00 is amortized at a rate of 4 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$146,250.00 are amortized at a rate of 4 percent per annum over 15 years

	YEAR 10
	ANNUAL RENT
SHELL RENT	\$13,517,861.75
TENANT IMPROVEMENTS RENT ¹	\$ 311,556.55
OPERATING COSTS	\$ 2,309,440.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$ 12,981.52
PARKING	\$ 7,252,993.79
TOTAL ANNUAL RENT	\$23,404,833.65

¹The Tenant Improvement Allowance of \$3,510,000.00 is amortized at a rate of 4 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$146,250.00 are amortized at a rate of 4 percent per annum over 15 years

@ 5/12/2014
E.H.

RF

	YEAR 11
	ANNUAL RENT
SHELL RENT	\$13,767,024.95
TENANT IMPROVEMENTS RENT ¹	\$ 311,556.55
OPERATING COSTS	\$ 2,309,440.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$ 12,981.52
PARKING	\$ 7,383,547.68
TOTAL ANNUAL RENT	\$23,784,550.74

¹The Tenant Improvement Allowance of \$3,510,000.00 is amortized at a rate of 4 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$146,250.00 are amortized at a rate of 4 percent per annum over 15 years

	YEAR 12
	ANNUAL RENT
SHELL RENT	\$14,020,673.08
TENANT IMPROVEMENTS RENT ¹	\$ 311,556.55
OPERATING COSTS	\$ 2,309,440.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$ 12,981.52
PARKING	\$ 7,516,451.54
TOTAL ANNUAL RENT	\$24,171,102.73

¹The Tenant Improvement Allowance of \$3,510,000.00 is amortized at a rate of 4 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$146,250.00 are amortized at a rate of 4 percent per annum over 15 years

	YEAR 13
	ANNUAL RENT
SHELL RENT	\$14,278,886.88
TENANT IMPROVEMENTS RENT ¹	\$ 311,556.55
OPERATING COSTS	\$ 2,309,440.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$ 12,981.52
PARKING	\$ 7,651,747.67
TOTAL ANNUAL RENT	\$24,564,612.66

¹The Tenant Improvement Allowance of \$3,510,000.00 is amortized at a rate of 4 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$146,250.00 are amortized at a rate of 4 percent per annum over 15 years

	YEAR 14
	ANNUAL RENT
SHELL RENT	\$14,541,748.53
TENANT IMPROVEMENTS RENT ¹	\$ 311,556.55
OPERATING COSTS	\$ 2,309,440.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$ 12,981.52
PARKING	\$ 7,789,479.12
TOTAL ANNUAL RENT	\$24,965,205.66

¹The Tenant Improvement Allowance of \$3,510,000.00 is amortized at a rate of 4 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$146,250.00 are amortized at a rate of 4 percent per annum over 15 years

@5/12/2014

	YEAR 15
	ANNUAL RENT
SHELL RENT	\$14,809,341.69
TENANT IMPROVEMENTS RENT ¹	\$ 311,558.55
OPERATING COSTS	\$ 2,309,440.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$ 12,981.52
PARKING	\$ 7,829,869.75
TOTAL ANNUAL RENT	\$25,373,009.55

¹The Tenant Improvement Allowance of \$3,510,000.00 is amortized at a rate of 4 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$148,260.00 are amortized at a rate of 4 percent per annum over 15 years.

B. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

C. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Lease commences on a date other than the first day of a month or ends on a date other than the last day of a month, then rent shall be prorated based on the actual number of days the Lease was in effect for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of natural gas, electricity, and water and sewer charges), maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Government shall be responsible for paying the cost of natural gas, electricity, and water and sewer charges directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible.

1.04 DOCUMENTS INCORPORATED IN THE LEASE (SEP2012)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLANS	4	A
FREE SPACE PLANS	3	B
PARKING PLAN(S)	8	C
BLOCK PLANS	4	D
WIDEN - SILVER INC. ABAAS COMPLIANCE SURVEY	21	E
EBI CONSULTING REPORT	45	F
FLOOD MITIGATION PLAN	7	G
AGENCY SPECIFIC/SPECIAL REQUIREMENTS	230	H
SECURITY REQUIREMENTS	13	I
GSA FORM 3517B GENERAL CLAUSES	47	J
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	K
RIDER TO GSA LEASE #GS-02B-24082	5	L

1.05 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$3,510,000.00. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over 15 years at an annual interest rate of 4 percent.

1.06 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.07 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (% OF TI CONSTRUCTION COSTS)	5%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	6%
GENERAL CONTRACTOR'S OVERHEAD AND PROFIT	12%

1.08 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$146,250.00. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over 15 years at an annual interest rate of 4 percent.

1.09 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2012)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government shall have the right to either:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

1.10 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 97.25 percent. The Percentage of Occupancy is derived by dividing the total Government Space inclusive of office, laboratory, and parking areas by the total Building space.

1.11 REAL ESTATE TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is established at NYC Fiscal Year 2013-14 (July 1, 2013 – June 30, 2014)

1.12 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$2,309,440.00.

1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.15 per ABOA SF of Space vacated by the Government for a full floor only. The Government must provide the Lessor with 90 days' prior written notice and must vacate a minimum of a full contiguous Building floor for a minimum duration of 90 calendar days prior to receiving any such rental rate reduction and shall only apply in full-floor increments. Further, the Government shall not have access to any space under which this adjustment is applied. This agreement regarding Adjustment for Vacant Premises shall not be applicable to the parking garage areas, to which no Adjustment for Vacant Premises shall apply.

1.14 HOURLY OVERTIME HVAC RATES (AUG 2011)

Hourly Overtime HVAC must be requested by the Government with no less than 24 hours prior notice to the Landlord. A minimum of four (4) consecutive hours of HVAC overtime is required. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$32.38 per hour for the 5th Floor
- \$28.78 per hour for the 6th Floor
- \$22.93 per hour for the 7th Floor
- \$24.73 per hour for the 8th Floor

1.15 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to the Radio Room located on the 5th floor, the Laboratory located on the 7th floor, or the Title III Area that will be located on the 8th Floor. If 24-hour HVAC is required by the Government for any of these designated areas. Such services shall be provided by the Lessor and paid by the Government in equal monthly installments throughout the life of the Lease at a rate of:

- \$505,386.00 per annum for years 1 – 3;
- \$549,275.63 per annum for years 4 – 6;
- \$596,976.80 per annum for years 7 – 9;
- \$526,641.44 per annum for years 10 – 12;
- \$572,376.98 per annum for years 13 – 15.

1.16 BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following list of Building improvements prior to June 2, 2016 and all costs associated with this work is included in the shell rent.

1. Replace all 254 exterior, non-lobby windows. Prior to installation the Lessor shall provide the Government with all drawings & specifications so they can be reviewed and approved by the Government's Historic Preservation Officer.
2. Modernize five (5) elevator cabs including four (4) passenger and one (1) service including new interior cab finishes.
3. Replace all existing restrooms with automatic water conservation fixtures, faucets, flush valves, and toilet partitions.
4. Add one unisex toilet in the basement.
5. Prepare and repaint garage structure.
6. Repair the garage concrete floor, pressure wash the garage deck, and restripe and renumber the floor surface in accordance with the parking plan attached to this Lease.
7. Replace the acoustical ceiling tile throughout the building in accordance with the requirements stated in Paragraphs 3.21 & 3.22.
8. All demolition and building shell improvements associated with the attached Block Plans labeled Exhibit D
9. Upgrade the building in order to comply with the Architectural Barriers Act Accessibility Standard (ABAAS) as described in the Widden - Silver Inc. ABAAS Compliance Survey attached as Exhibit E
10. Replace the 5 air cooled roof top A/C units serving the laboratory including piping, valves, and insulation.
11. Replace 13 DX A/C units on 1st floor, 6th floor, elevator machine rooms, and 4th floor telephone equipment room.
12. Replace 5 A/C units and chilled water handlers that serve the laboratory.
13. Replace A/C 35 which serves the laboratory on the 7th floor with a 100% outside air chilled water cooling AHU with steam heat to serve the main vault expansion.
14. Upgrade the lighting in the garage with LED fixtures, provide lighting that complies with the specifications stated in Paragraph 3.47 within the new Title III area on the 8th floor, the laboratory expansion space on the 7th floor, and the IT room on the 8th floor, throughout the existing laboratory space that complies with the specifications stated in Paragraph 3.48 the new and existing vault areas on the 7th floor shall be allotted a total of thirty four (34) 8 foot fixtures that comply with Paragraph 3.48 without the RF Suppression filters. . With the exception of proposed lighting upgrades identified in the EBI Consulting Report, Government accepts the office area lighting in its 'As-Existing' condition.
15. Lessor shall provide a report from a professional engineer that the Office and Laboratory spaces comply with the HVAC requirements stated in Paragraphs 3.42 & 3.43
16. Lessor shall relocate or replace if needed the compressed air system currently located in the 7th floor laboratory space (room 725) to MER #4 on the 7th floor.
17. If NYC Code shall allow the relocation of the Emergency Generator Fuel Supply Systems/Equipment above the basement level to a higher floor; The Emergency Generator Fuel Supply Systems/Equipment that is currently located in the basement will be decommissioned and a new Emergency Generator Fuel Supply Systems/Equipment will be installed on the 2nd floor adjacent to the existing Generator Set.
18. Complete all upgrades identified in the EBI Consulting Report attached to this Lease and labeled Exhibit F.