

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 9</b>
<b>ADDRESS OF PREMISES</b> 99 10th Avenue New York, NY 10011-4713	<b>TO LEASE NO.</b> GS-02-B-24082  <b>PDN Number:</b> 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. In lieu of the Lessor performing the work stated in items 7 & 8 of Paragraph 1.16 of the lease which consists of replacing all of the acoustical ceiling tiles, in accordance with Paragraphs 3.21 & 3.22 of the Lease, and performing all demolition and building shell improvements on the 5th and 6th floors, as shown in the Block Plans in Exhibit D, the Government shall receive a [REDACTED] credit towards the Tenant Improvements. This amount will be used for Phases 1 and 2 on the 5<sup>th</sup> Floor and will be reduced from the overall amount issued by the General Contractor. The Lessor will be entitled to their project management fee on the overall construction costs, less the 1,150,000.00 and shall not be required to provide additional funds to implement this work.
2. In Lease Amendment #8, the Government authorized [REDACTED] towards design costs which are now credited back to the Government's available Tenant Improvement Allowance and included in the available Tenant Improvement allowance stated in Paragraph 5 below.
3. In Lease Amendment In Lease Amendment #8, the Government authorized \$49,152.00 towards Smithgroup's construction administration for the extended period of time. The final agreed upon amount for this work shall be

This Lease Amendment contains 3 pages plus Exhibits.

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: 6/12/2018

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
Name: Scott Elgart  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 6/13/18

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\$20,402.00. The additional [REDACTED] is now credited back to the Government's available Tenant Improvement Allowance and included in the available Tenant Improvement allowance stated in Paragraph 6 below.

4. The Government intends to perform alterations on the 5<sup>th</sup> and 6<sup>th</sup> floors of the demised premises, subject to availability of funding. The alterations on these floors are expected to be done in a total of 5 phases (see Exhibit "A"). The Lessor has provided pricing for the 5 phases, which include but is not limited to, all construction costs, overhead, profit, design costs, permit fees, and oversight by the Lessor as shown in Exhibit "C". The costs per phase, less the \$1,150,000.00 stated in Paragraph 1 of this Lease Amendment are as follows:

- a. Phase 1 (portion of the 5<sup>th</sup> Floor) - \$1,267,018.07
- b. Phase 2 (portion of the 5<sup>th</sup> Floor) - \$906,002.82
- c. Phase 3 (portion of the 6<sup>th</sup> Floor) - \$920,792.77
- d. Phase 4 (portion of the 6<sup>th</sup> Floor) - \$1,409,096.67
- e. Phase 5 (portion of the 6<sup>th</sup> Floor) - \$935,425.21

5. The Government has requested changes to the scope of work agreed to in Lease Amendments #3, #7, and #8, and the parties agree that these changes increase the total project cost by \$2,128,078.99. These changes are attached to this Lease Amendment as Exhibit "B." and includes the work associated with the First and Second Phases of the 5<sup>th</sup> floor as shown on Exhibit "A." The total amount of the Tenant Improvements authorized for this project is, therefore, \$13,329,234.94, which exceeds the Tenant Improvement Allowance of \$3,374,994.44 by \$9,954,240.50. As each phase is accepted as substantially complete, the Government shall make a lump sum payment 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.
6. There is still a Tenant Improvement Allowance of \$116,789.94 remaining to be used at the Government's discretion; this is not included in the \$3,374,994.44 Tenant Improvement Allowance amount included in Paragraph 5 above.
7. The pricing listed in Paragraph 4 above will be honored by the Lessor as long as the Government and Lessor execute a Lease Amendment prior to 45 working days from substantial completion of the current phase. Additionally, in the event the Government prefers to have the same team from the General Contractor the Government will be responsible for \$12,000.00 per week after 15 working days from substantial completion. If the Government is acceptable to having the General Contractor substitute team members then no additional costs will be added if authorization is given within the 45 working day period.

8. The Parties acknowledge that the Lessor has completed the replacement of the 254 exterior, non-lobby windows;

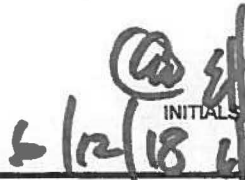

The Lessor has replaced all existing restrooms with automatic water conservation, faucets, flush valves, and toilet partitions;

The Lessor has added one unisex toilet in the basement;

The Lessor has prepared and repainted the garage structure, pressure washing the garage deck, restriped and renumbered the floor surface;

The Lessor has replaced the lighting in the garage, Title III area on the 8<sup>th</sup> floor, IT room on the 8<sup>th</sup> floor, laboratory expansion space on the 7<sup>th</sup> floor, throughout the existing laboratory space on the 7<sup>th</sup> floor, and the new and existing vault areas on the 7<sup>th</sup> floor;

The Lessor has relocated the compressed air system within the laboratory.


  
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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 December 31, 2018.

The Lessor has completed the repairs to the garage concrete floors on the 3<sup>rd</sup> and 4<sup>th</sup> floors, floor 2 is required to be completed no later than December 31, 2018, and floor 1 and basement are required to be completed no later than December 31, 2019.

The Lessor has replaced all of 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.

The Lessor substantially completed all upgrades identified in the EBI consulting report.

The Lessor has completed all demolition and building shell improvements associated with the Block Plans in Exhibit D for the 7<sup>th</sup> and 8<sup>th</sup> floors.

The Lessor shall 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 no later than December 31, 2018 and the Lessor shall have until December 31, 2018 to complete cleaning of the duct work on the 7<sup>th</sup> floor and December 31, 2019 on the 8<sup>th</sup> floor. The Lessor shall do the duct cleaning on the 5<sup>th</sup> and 6<sup>th</sup> floors in coordination with the construction schedule for the 5<sup>th</sup> and 6<sup>th</sup> floors and must be completed prior to the Government reoccupying these spaces.

The Lessor shall substantially complete for beneficial use all building upgrades required in order to comply with the Architectural Act Accessibility Standards and provide certification from their architect that all items have been completed by December 31, 2018.

The lessor has substantially completed 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 and the commissioning and sign offs must be completed no later than December 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 granted an extension but the Lessor must have this work completed and signed off by December 31, 2018 by all parties.

9. The parties agree, in full accord and satisfaction, that Phases 1-3 on the 7<sup>th</sup> and 8<sup>th</sup> floors of the demised premises have been substantially completed by April 18, 2018, pursuant to Paragraph 2 of LA#8 and no further compensation is due the Lessor or Government in connection with this work.

*[Handwritten signature]*  
INITIALS:                      &                       
LESSOR

*[Handwritten signature]*  
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