

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2  TO LEASE NO. GS-02-B-24082
ADDRESS OF PREMISES -- 99 10 <sup>th</sup> Avenue New York, NY 10011-4713	PDN Number: N/A

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.

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

See Rider Attached

CONTINUED ON NEXT PAGE

This Lease Amendment contains 2 pages.

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: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity Name: Able Empire Group, L.P.  
 Date: 7/16/15

FOR THE GOVERNMENT


Signature: \_\_\_\_\_  
 Name: Scott Elgart  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service  
 Date: 7/17/15

WITNESSED FOR THE LESSOR BY:

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

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1. The specific items of Building Shell improvements referenced in Section 1.16 of the Lease (i.e., De-Coupled Shell Work) that must be done in conjunction with the Tenant Improvement Work are as follows:
  - a. Ceiling tile replacement on the 7th and 8th floors (comprising part of the work referenced in item #7).
  - b. Replacement of the five air cooled rooftop ac units serving the 7th floor (comprising work referenced in item #10).
  - c. Laboratory air handling systems (comprising work referenced in items 12 and 13).
  - d. Laboratory and Office engineering report to confirm compliance with HVAC standards contained within the Lease (comprising work referenced in item 15).
  - e. Duct work upgrades serving the laboratory and associated space (comprising work referenced in items 12 and 13).
  - f. Laboratory compressed air systems (comprising work referenced in item 16).
  - g. Lighting upgrades on the 7th and 8th floors (comprising part of work referenced in item #14).
  - h. Demolition work on the 7th and 8th floors (comprising part of work referenced in item #8).
  - i. Upgrades identified in the EBI Consulting report referenced in item #18.
2. The Lessor shall have until July 27, 2018 to complete the modernization of the four (4) passenger and one (1) freight elevator (referenced in item #2 of Section 1.16 of the Lease). However Lessor shall no longer be required as part of such work to replace and refinish the interior of the freight elevator referenced therein. Such work shall be scheduled so that no more than one (1) passenger elevator shall be taken out of operation at any point in time. The foregoing limitation does not apply to interruption of elevator service resulting from events beyond Lessor's reasonable control, including without limitation such events as would constitute Force Majeure or mechanical breakdown, i.e., scheduling of work so that no more than one (1) elevator will be out of commission at any given point in time is no assurance that as a consequence of any of the foregoing circumstances, more than such elevator may be temporarily out of commission.
3. If any provisions of this Amendment are inconsistent with the provisions of the Lease as previously amended, the provisions hereof shall prevail.

  
LESSOR \_\_\_\_\_ GOVT SE