

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
LEASE AMENDMENT	TO LEASE NO. GS-02-B-24082
ADDRESS OF PREMISES – 99 10 th 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:

CONTINUED ON NEXT PAGE

This Lease Amendment contains 7 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: _____

FOR THE GOVERNMENT

Signature: _____
Name: Scott Elgart
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 6/15/16

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

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1. All work stated in the Lease that was required to be completed by June 2, 2016 has been completed.
2. The Government grants the Lessor an extension until November 1, 2017 to repair the garage floor. The Lessor must complete all repairs shown on the attached "Exhibit A." "Exhibit A" is based on a survey completed on April 22, 2016. The Lessor is not released from making repairs not yet identified in "Exhibit A." The Lessor is required to make additional repairs to the Garage Structure in accordance with Lease and throughout the Lease term.
3. The Parties agree that during a review of the Lease some mathematical errors with respect to the rent were discovered in Paragraph 1.03. The chart below corrects these errors.

Paragraph 1.03 entitled "Rent and Other Consideration (SEP 2012) is deleted in its entirety and replaced with the following:

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	\$ 309,939.68
OPERATING COSTS	\$ 2,309,440.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$ 14,598.39
PARKING	\$ 6,177,138.00
TOTAL ANNUAL RENT	\$20,275,698.00

¹The Tenant Improvement Allowance of \$3,491,784.38 is amortized at a rate of 4 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$164,465.62 are amortized at a rate of 4 percent per annum over 15 years

@ 6/15/16
EA
SE