

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 12 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. Pursuant to Lease Amendment #9 the Government is providing notice to proceed with Phase 5 (portion of the 6th floor) and the cost for this phase is \$935,425.21. which includes all costs associated with implementing this work.
2. The Government has also requested additional changes to the scope of work agreed to in Lease Amendments #3, #7, #8, #9, #10, and #11, and the parties agree that these changes increase the total project cost by \$1,095,560.31. These changes are attached to this Lease Amendment as Exhibit "B." and includes the work associated with the 3rd Phase of the 6th floor as shown on Exhibit "A." The total amount of the Tenant Improvements authorized for this project is, therefore, \$16,928,632.53, which exceeds the Tenant Improvement Allowance of \$3,491,784.38 by \$13,436,848.15. 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 with a duplicate invoice to the attention of the Contracting Officer, including supporting documentation.

This Lease Amendment contains 2 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: _____

Name: _____

Title: _____

Entity Name: Able Empire Group L.P.

Date: 4/12/2019

FOR THE GOVERNMENT:

Signature: _____

Name: Scott Elgart

Title: Lease Contracting Officer

GSA, Public Buildings Service,

Date: 4/16/19

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: VICILIE ALLEN

Title: _____

Date: 4/12/19

3. 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 8th floor, IT room on the 8th floor, laboratory expansion space on the 7th floor, throughout the existing laboratory space on the 7th floor, and the new and existing vault areas on the 7th floor;

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

The Lessor has completed and has received a sign off by their elevator consultant for the modernization of the five (5) elevator cabs.

The Lessor has completed the repairs to the garage concrete floors on the 2nd, 3rd and 4th floors, 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 7th and 8th 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 7th and 8th 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 April 30, 2019. The Lessor has until April 30, 2019 to complete the cleaning of the duct work on the 7th floor non-drug vault space and December 31, 2019 to complete the duct cleaning on the 8th floor. The 6th floor duct cleaning shall be done in coordination with the construction schedule and shall be completed prior to the Government reoccupying these space. The Lessor has provided the Government with certifications that the duct cleaning has been completed on the 5th floor and all spaces on the 7th floor with the exception of the non-drug vault.

The Lessor has provided certification from their architect that all required items in order to comply with the Architectural Act Accessibility Standards have been completed.

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 1st floor, 6th floor, elevator machine rooms, and the 4th floor telephone equipment room, replaced 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 May 31, 2019.

The Government acknowledges that the Lessor has completed the emergency generator fuel oil system modifications required pursuant to Paragraph 1.16 line item 17 of the Lease and is granted an extension to have this work signed off by May 31, 2019 by all parties.

INITIALS:

LESSOR

GOVT

11/2/2019

Lease Amendment Form 12/12