

Edele Williams

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE JUN 04 1991

NO. 3

TO LEASE NO.

GS-02B-22464

ADDRESS OF PREMISES

99 Tenth Avenue
New York, NY

THIS AGREEMENT, made and entered into this date by and between Able Empire Group, a partnership of Abraham Hirschfeld, Elie Hirschfeld, Belz Associates, a Tennessee general partnership, and Belz Investment Company Inc., a Tennessee Corporation.

whose address is 15 Penn Plaza
415 Seventh Avenue, Suite 150
New York, NY 10001

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, to establish the scope of work and price for certain alterations.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective as of the date hereof, as follows:

SEE ATTACHED

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 above date.

LESSOR ABLE EMPIRE GROUP

[Redacted signature area]

By: Elie [Redacted]

[Redacted address area]

IN PRE

[Redacted signature]

(Signature)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

[Redacted signature]

CONTRACTING OFFICER
(Official Title)

SUPPLEMENTAL LEASE AGREEMENT NO. 3
GS-02B-22464

1. Pursuant to paragraphs 17 and 18 of the General Clauses of the lease, the Lessor agrees to proceed with due diligence to provide labor and materials necessary to perform all of the following alterations:

- a. Electrical changes as described ~~in the scope of work labeled Exhibit "A",~~ and as shown on floor plans labeled Exhibit "B" ~~attached hereto~~ attached hereto and made a part hereof. ①
- b. Sealing of all vehicle storage area and vehicle maintenance area floors (two coats) as specified in Exhibit "C" attached hereto and made a part hereof. ②
- c. Installation of the Overly Vault Doors
- d. Chain link fencing in vehicle storage, bullpen area.
- e. Sheetrock and finish in Vault Ante-room
- f. Options to Amsco Glass washer/dryer as specified in Exhibit "D" attached hereto and made a part hereof.

2. The lessor agrees to deliver these alterations along with all other building renovations, installations and alterations described in the Lease and any Supplemental Lease Agreements, provided however that the Government's acceptance of the vehicle storage and maintenance areas and the commencement of rent for the vehicle storage and maintenance areas will not be delayed because the sealing of the vehicle storage area floor is not complete. However, the sealing of the vehicle storage and maintenance area floors must be completed within two weeks of execution of this Supplemental Lease Agreement by the Government. Since the vehicle storage area may be occupied in part prior to the sealing of the vehicle storage floor, the Lessor agrees to coordinate the sealing of the floors with the Government so as not to unreasonably interfere with the Government's use of the vehicle storage area. The Lessor shall give the Government a schedule and at least 5 days notice before it proceeds to seal the vehicle storage floor or any portion thereof. In addition, ③ ~~the lessor shall fill in all holes and smooth all surfaces in the vehicle storage and maintenance area floors prior to sealing the floors.~~ The Lessor will not be required to re-seal the floor during the term of the lease as a result of normal wear and tear.

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3. The alterations covered by this Supplemental Lease Agreement are to be performed at a total fixed price of \$369,726.85 including soft costs calculated in accordance with paragraph 18(c) of the Rider to the Lease. The Government shall pay for these alterations by issuing progress payments together with the progress payments it is currently issuing in accordance with subparagraph 18(a) of the Rider to the Lease and paragraph 27 of the General Clauses.

4. Except with respect to the cost therefor, the alterations described in this Supplemental Lease Agreement shall be completed by the Lessor in accordance with the terms of the Lease as part of the "Work".

5. The parties hereto acknowledge that, in lieu of the "Mosler" Vault Doors identified in Supplemental Lease Agreement No. 2, the Lessor will install "Overly" Vault Doors. The Government will pay the material cost set forth in Supplemental Lease Agreement No. 2 plus the installation fee set forth in item 1C hereof.

6. As part of the rental consideration set forth in the Lease, and at no additional cost to the Government, the Lessor hereby agrees to finish all columns in the office and laboratory areas in accordance with the specifications labeled Exhibit "E" attached hereto and made a part hereof. Notwithstanding the foregoing, the parties acknowledge that there are certain columns which, in accordance with the floor plans and specifications labeled Exhibit "B" attached to and made a part of Supplemental Lease Agreement No. 2, will be boxed in and finished with sheetrock, (4)

7. Except as modified by this Supplemental Lease Agreement, all other terms and conditions of this Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Supplemental Lease Agreement conflict with any of the terms and conditions of the lease or any previous Supplemental Lease Agreement, the terms and conditions of this Supplemental Lease Agreement shall control and govern.

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