

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 23

DATE MAY 11 2001

TO LEASE NO. GS-02B-22464

ADDRESS OF PREMISES: 99 Tenth Avenue, New York, New York 10014

THIS AGREEMENT, made and entered into this date by and between Able Empire Group, L.P. whose address is 100 Peabody Place, Memphis, TN 38103

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

WITNESSTH, That:

WHEREAS, the parties hereto desire to amend the above Lease

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

1)
The Lessor hereby agrees to provide all necessary materials, equipment, labor and supervision for the installation of a three ton (36,000 BTU) supplementary SANYO air conditioning system for the Room T2S2 computer room on the 7th floor, (the "Cooling Unit"). Attached to and made part of this Agreement is Exhibit "A" which includes the Lessor's proposal and description of the work and areas of work to be performed by the Lessor as part of this Agreement.

2)
The Lessor hereby agrees to complete the installation within (30) calendar days from the date that the Government executes the Agreement. If delays arise from unforeseeable causes beyond the control of the Lessor and/his contractor, the Lessor shall notify the Contracting Officer in writing within two (2) days after such delay begins. The Contracting Officer shall ascertain the facts, determine the extent of the delay, and grant time extensions if justified. In addition, the Lessor shall make the arrangements with the [redacted] to perform the work so that minimum amount interference with Government activities will result.

3)
Upon the completion of the work covered by this Agreement and upon receipt of a proper invoice from the Lessor, the Government shall reimburse the Lessor in a one-time lump sum payment of \$17,112.00 for the work. In no event shall payment be made pursuant to this provision until the Government has accepted the work as satisfactorily completed. If upon inspection by the Government, the work is not completed to the satisfaction of the [redacted], the Lessor shall correct the problems without any additional cost to the Government. In no event shall the Government pay more than the above referenced amount for the work covered in this Agreement. In the event of any decreases in alteration costs, the lump sum cost will be reduced accordingly.

See the attached

All other terms and conditions of the Lease shall remain in force and in effect.

IN WITNESS WHEREOF, the [redacted] here names as of the above date.

LESSOR

BY

IN PRESENCE OF

(Title)

(Signature)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY

(Signature)

Contracting Officer

(Official Title)

4. Lessor covenants and agrees that with respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for the work performed and materials furnished hereunder, Lessor shall:

- 1) Obtain all warranties that would be given in normal commercial practice;
- 2) Require all warranties to be executed, in writing, for the benefit of Lessor and the Government; and
- 3) Enforce all warranties for the benefit of Lessor and the Government.

The warranties include a one (1)-year warranty for labor and parts for the Cooling Unit and a separate five (5)-year warranty on parts for the compressor portion of the Cooling Unit at no additional cost to the Government. Upon expiration of each of the one (1)-year warranty or the five (5)-year warranty, the Lessor, if requested in writing by the Government, shall enter into another contract for such period on behalf of the Government for full maintenance, service, and repairs including labor and parts, for the Cooling Unit or the compressor portion of the Cooling Unit, as the case may be. The Government will reimburse the Lessor for the cost of such service contract with a one-time lump sum payment. If the Government does not request the Lessor to enter into another contract, the cost for maintaining the Cooling Unit or the compressor portion of the Cooling Unit, as the case may be shall be the responsibility of the Government.

5. Except as modified in this Agreement, all other terms and conditions of the Lease shall remain in full force and effect and in the event that any terms and conditions of this Agreement may conflict with any terms and conditions of the Lease of any previous Agreements, the terms of this Agreement shall control and govern.

Lessor

Government

