

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 38 TO LEASE NO. GS-02B-22464	DATE 9/26/2010
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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:

*WHEREAS*, the parties hereto desire to amend the above Lease to provide for mechanical and electrical engineering design services to upgrade the [REDACTED] Firebird Server Room.

*See Attached*

*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:

*IN WITNESS WHEREOF*, the parties subscribed their names as of the above date.

L  
[REDACTED]  
B \_\_\_\_\_ (Title)

IN PRESENCE OF  
BY \_\_\_\_\_ (Signature) \_\_\_\_\_ (Address)

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION  
B [REDACTED] \_\_\_\_\_ Contracting Officer  
(Signature) (Official Title)

**SUPPLEMENTAL LEASE AGREEMENT #38**  
**99 Tenth Avenue, New York, NY 10011**  
**GS-02B-22464**

- 1) The Lessor hereby agrees to provide engineering design services and construction drawings for the impending HVAC upgrades to the [REDACTED] Firebird Server Room on the 5<sup>th</sup> floor of the Premises. Attached to and made part of this Agreement is Exhibit "A" which includes the Lessor's proposal and description of the work to be performed by the Lessor as part of this Agreement, and Exhibit "B" which represents the Government's specifications for the Firebird Room.
- 2) The Lessor hereby agrees to place an order for engineering services within seven (7) days from the date this Agreement is executed by the Government. If delays arise from unforeseeable causes beyond the control of the Lessor and/or 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 interference with Government activities will result.

Notwithstanding Exhibit A, the scope of the Lessor's engineering services shall include the following:

- a. Programmatic analysis;
- b. Clarification of the Government's requirements as set forth in Exhibit B;
- c. Preparation of existing condition drawings;
- d. Preparation of construction drawings for the Government's approval;
- e. Preparation and filing of the necessary applications (as required) with the Building Department, inclusive of all the drawings and details required for approval by the Building Department;
- f. Engineering for the mechanical and electrical requirements referenced in Exhibit B;
- g. Approval from the Building Department for such engineering work, as required; and
- h. Construction site visits as required by the Building Department, controlled inspections and final sign-off at the Department of Buildings (as required).

The final construction drawings shall include sufficient detail, dimensioned where necessary, to communicate the criteria for upgrading the HVAC in the [REDACTED] Firebird Server Room as per the Government's specifications as set forth in Exhibit "B."

- 2) The Government shall review and consent to the construction drawings prior to finalization of the drawings. Such consent shall not be unreasonably withheld.
- 3) The construction drawings shall be delivered to the Government in both reproducible blackline drawings and computer generated drawings. All drawings shall be dimensioned 1/8" - 1'0" unless otherwise specified. The drawings shall include the following: title block with project title; building address; floor number; date of submission; approval block; revision block; note block; scale; north arrow; key building plan and legend block.

LESSOR

GOVT



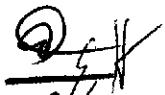
- 4) Upon the completion and acceptance of the construction drawings by the Government and upon receipt of a proper invoice from the Lessor, the Government shall reimburse the Lessor in a one-time lump-sum payment of \$9,950.00 for such work, and shall include all reimbursable expenses. In no event shall payment be made pursuant to this provision until the Government has accepted the construction drawings as described in Paragraph 2 of this document as satisfactorily completed. If upon the Government's final review, the drawings are not completed to the extent of the described services mentioned above, and to the satisfaction of the Government, 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 detailed and covered in this Agreement. In the event of any decrease in scope of work and/or design costs, the lump-sum cost will be reduced accordingly. The Lessor shall not be reimbursed for any services and/or work unless approved in advance and in writing by an authorized official of the U.S. General Services Administration.

The Lessor agrees that the invoice shall be printed on the same letterhead as the payee named in this Lease, shall reference the PDN # PS0018147 and shall be sent to:

General Services Administration  
Finance Division  
819 Taylor Street  
Forth Worth, Texas 76102-0181

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer.

- 5) Except as modified by this Supplemental Lease 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 Supplemental Lease Agreement conflict with any terms and conditions of the Lease or any previous Supplemental Lease Agreements, the terms and conditions of this Supplemental Lease Agreement shall govern and control.

LESSOR   
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