

**GENERAL SERVICES
ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT
NO. 11

DATE

TO LEASE NO. **GS-02B-23096**

ADDRESS OF PREMISES: 11 Center Place, Newark, New Jersey 07102

THIS AGREEMENT, made and entered into this date by and between Claremont Newark LLC, a New Jersey Limited Liability Company whose address is c/o The Claremont Group, L.L.C., 1316 Madison Avenue, New York, New York 10128

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

WHEREAS, the Government requested certain changes to various parts of the 7th Floor of the leased Premises as set forth on the attached Plans and Specifications ; and
WHEREAS, the Lessor has agreed to perform the aforesaid work at a one-time lump-sum cost to the Government in the amount of \$1,102,782.73; and
WHEREAS, the parties agree that the Lessor shall have the right to request Progress Payments in the manner set forth herein; and
WHEREAS, the parties hereto want to finalize their agreement on the foregoing change orders.

NOW THEREFORE, these parties, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the Lease is hereby amended effective as of April 10, 2007, as follows:

1. The Lessor agrees to perform the alterations to that portion of the 7th Floor of the leased Premises as depicted on the Floor Plans labeled Exhibits 11-A-1 through 11-A-27 and as further detailed in the Specification Manual labeled Exhibit "11-B", all annexed hereto and made a part hereof. The Lessor further agrees that the work shall conform to said Plans and Specifications in every respect.
2. The Lessor agrees to commence the alterations immediately upon execution of this Supplemental Lease Agreement and to complete the work by no later than August 31, 2007. The Lessor further agrees to use the Contractors as set forth in his final proposal to the Government dated April 4, 2007, annexed hereto and labeled Exhibit "11-C".

... shall remain in full force and effect.

... subscribed their names as of the above date.

...
K, LLC

...
ADMINISTRATION

Contracting Officer

(Official Title)

3. The parties agree that, subject to the Lessor's right to request a Progress Payment pursuant to Paragraph 6 hereof, upon completion of the above alterations and acceptance thereof by the Government, the Government shall pay the Lessor the sum of ONE MILLION ONE HUNDRED TWO THOUSAND SEVEN HUNDRED EIGHTY-TWO and 73/100 (\$1,102,782.73) DOLLARS. Said bill shall be on the same letterhead as the payee named in the Lease, it shall contain a reference to PDN#PS0010078, and the original invoice shall be sent to:

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

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

4. The Lessor agrees to register with the Central Contractor Registration System (CCR)- a centrally located searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Lessor shall register via the Internet at <http://www.ccr.gov>. To remain active, the Lessor shall update or renew its registration annually.
5. The Lessor agrees to comply with the General Conditions for Lease Alterations annexed hereto and labeled Exhibit "11-D".
6. Provided that the Lessor is not in default of any obligation under this lease; has timely commenced, has, and is continuing to diligently proceed with the alterations required by this Supplemental Lease Agreement as reasonably determined by the Government; the Government agrees that the Lessor shall have the right to request a progress payment in the sum of FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS on or after June 15, 2007. In the event the Lessor exercises its right pursuant to this provision, then it shall reduce the amount of its invoice at the completion and acceptance of the alterations to the remaining sum of SIX HUNDRED TWO THOUSAND SEVEN HUNDRED EIGHTY-TWO and 73/100 (\$602,782.73) DOLLARS. Said progress payment, if requested, and the final payment shall be invoiced pursuant to the provisions set forth in Paragraph 3 hereof.



