

GENERAL SERVICES
ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT; DATE
NO. 1 05 JUL 2001

TO LEASE NO. GS-02B-~~22885~~-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 Brewran Group, 1144 Zerega Avenue, Castle Hill, New York 10462

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

WHEREAS, the Government has requested an additional 12,387 BOMA Usable Square Feet of space at the Premises; and WHEREAS, the Lessor is desirous of leasing the requested additional space to the Government at the same rental rates set forth in the Lease; and

WHEREAS, the parties desire to correct the quantity of rentable area under this Lease to be 233,618 Rentable Square Feet; and WHEREAS, the parties desire to state their understanding of the methodology to be employed in measuring the BOMA Usable Square Feet that the Lessor actually delivers upon Substantial Completion of the Premises; and

WHEREAS, the parties agree that the Lessor shall deliver the Premises in accordance with the Government's Design Intent Drawings (hereinafter "DIDs") dated 3/19/01 and as later revised to include two (2) additional private offices and also including the Specifications for Rooms added to the [redacted] program as shown on the DIDs; and

WHEREAS, the Lessor shall install electrical power to the Government's systems furniture units by means of poke through outlets, to be installed when directed by the Government after preparation of systems furniture layouts by a vendor to be selected by the Government and further provided that said system furniture layouts are provided to the Lessor by no later than May 1, 2002, at a one-time lump-sum cost to the Government of EIGHTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-ONE and 00/100 (\$87,371.00) DOLLARS; and

WHEREAS, the Lessor shall design and install the Essential Power Distribution to service all of the Facilities contained herein; and

WHEREAS, the parties desire to correct references contained in the lease as set forth herein.

[redacted] IN ATTACHED SHEET(S)

All [redacted] lease shall remain in full force and effect.

IN [redacted] subscribed their names as of the above date.

LE [redacted] K, LLC

BY [redacted] (Signature)

Managing Member
(Title)

IN PRESENCE OF:

[redacted]

1144 Zerega Ave. Castle Hill N.Y.
(Address)


ADMINISTRATION

Contracting Officer
(Official Title)

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, the Lease is hereby amended effective as of June 18, 2001, as follows:

1. Paragraph 1 of the Lease is deleted and the following Paragraph 1 is substituted in lieu thereof:
 1. The Lessor hereby leases to the Government the following described premises:
Approximately 233,618 Rentable Square Feet of space to yield approximately 220,887 BOMA Usable Square Feet of space in a twelve-story building with 400 garage parking spaces, to be constructed on a 1.5 acre site known and designated as 11 Center Place, Newark, New Jersey, in the area between McCarter Highway, River Street, the Passaic River and Centre Street in Newark, New Jersey (The site to be inclusive of the following blocks and lots: Block 129, Lots 1, 13 and 53; and Block 130 Lots 29, 41 and 47 as shown on Exhibit "A" annexed to the basic lease document)
to be used for office, special purpose space and parking. (See also Paragraph 1.1 of the SFO Section of this Lease).
2. Paragraph 3 of the Lease is deleted and the following Paragraph 3 is substituted in lieu thereof:
The Government shall pay the Lessor annual rent during the first twenty (20) years of the Lease (the "Initial Term") of \$12,369,672.00 at the rate of \$1,030,806.00 per month in arrears.
Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
Claremont Newark LLC
C/o the Brewran Group
1144 Zerega Avenue
Castle Hill, New York 10462
3. Paragraph 5 of the Lease is deleted and the following Paragraph 5 is substituted in lieu thereof:
This Lease may be renewed at the option of the Government for the following terms and at the following rentals:
Two five (5) year periods (each a "Renewal Term" and collectively, the "Renewal Terms"), subject to cancellation rights as set forth in Paragraph 4 of the basic Lease document.
The Government shall pay the Lessor annual rent of \$14,357,655.00 at the rate of \$1,196,471.25 per month in arrears. Rent for a lesser period shall be prorated.
Provided notice be given in writing to the Lessor at least one hundred twenty (120) days before the end of the Initial Term or any Renewal Term; all other terms and conditions of this Lease shall remain the same during any Renewal Term. Said notice shall be computed commencing with the day after the date of mailing.
4. The parties agree that BOMA Usable shall be the basis for measuring the Leased Premises upon the Substantial Completion of the Leased Premises by the Lessor. As applied to the Leased Premises, the ground floor perimeter measurement shall be to the centerline of tenant demising walls and to the interior face of exterior walls. On the upper office floors (floors 6-12), the perimeter measurement shall be from the tenant side of the dominant exterior surface (glass) and to the tenant side of the core non-usable space (the methodology for determining the BOMA Usable area of the [redacted] leased premises is shown on the sketches labeled A-SK-2 and B-SK-1 dated 5/3/01 annexed hereto and made a part hereof).
5. The Lessor agrees to design and construct the Leased Premises in accordance with the Government's DID drawings dated 3/19/01 as later revised to include two (2) additional rooms as shown on Exhibits 1-A, 1-B, 1-C, 1-D, 1-E, 1-F, 1-G and 1-H annexed hereto and made a part hereof as part of the rental consideration. Said installation shall also include the Specifications for Rooms added to the [redacted] program as shown on the DIDs as set forth on Exhibits 1-I, 1-J, 1-K and 1-L annexed hereto and made a part hereof.
6. The Lessor agrees to design and install the Essential Power Distribution to service all of the Facilities contained on Exhibit "1-M and 1-N" annexed hereto and made a part hereof as part of the rental consideration. Said design and installation shall be inclusive of sufficient cooling and generator capacity inclusive of a fifteen per cent (15%) growth factor for said generator.
7. The Lessor agrees that it shall provide ninety-seven (97) floor electrical, voice and data outlets for the Government's systems furniture system where and when directed to do so by the Government, which shall occur upon completion of the systems furniture layout by the Government's systems furniture vendor, provided that said systems furniture layouts are delivered to the Lessor by May 1, 2002. Said floor outlets shall be provided by core boring (poke through outlets). Upon installation of said outlets,

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Lessor _____
Government _____

 the Government shall pay for them in a one-time lump-sum payment of \$87,371.00 upon receipt of an invoice in proper form from the Lessor. In the event that fewer outlets are requested and installed, the amount set forth herein shall be reduced at the rate set forth on Exhibit "1-~~0~~" plus 11% for the General Contractor's overhead and profit and 15% for the Lessor's overhead and profit. In the event that the Government requests that any additional floor outlets be furnished and installed, they shall be provided at the rate set forth on Exhibit "1-~~0~~" plus the markups set forth above; however, in no event shall any additional floor outlets be installed without the prior written approval of the Contracting Officer or his designee.

8. The parties agree that any future changes to the DIDs, as amended herein, required by the Government shall be processed in accordance with the Changes Clause of the General Clauses of this Lease; and that they shall be priced in accordance with the "Unit Prices" as contained in Exhibit "C" of the basic lease document to the extent that said changes include items contained therein.
9. The parties agree that the cross-reference contained in Rider Paragraph 16 should be to Paragraph 2.1 of the SFO section of this Lease.
10. The parties agree that the cross-reference contained in Rider Paragraph 17 should be to Paragraph 2.4 of the SFO section of this Lease.
11. The parties agree that the cross-reference contained in Rider Paragraph 19 should be to Paragraph 2.3 of the SFO section of this Lease.