

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 20  
TO LEASE NO. GS-02B-23096

DATE  
2/16/11

ADDRESS OF PREMISES:

11 Centre 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, LLC  
1316 Madison Avenue  
New York, NY 10128

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 alterations and installations on the 7<sup>th</sup>, 8<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> floors of the leased premises, to be provided by the Lessor at a lump sum cost to the Government in the amount of **\$183,398.21**

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

- 1) The Lessor shall furnish and install all required labor and materials and agrees to complete the alterations and installations set forth in the attached cost proposal and scope of work labeled Attachment No. 1 within one hundred and twenty (120) calendar days after the execution of this supplemental lease agreement (SLA) No. 20 by the Government.

continued .....

remain in full force and in effect.

and their names as of the above date.

MEMBER

(Title)

1316 MADISON AVE NY NY 10128

(Address)

ES ADMINISTRATION

Contracting Officer

(Official Title)

Lessor JL

Government [Signature]

(1)

- 2) In the event of a delay that may arise from unforeseeable conditions beyond the control of the Lessor and/or his contractor, the Lessor shall notify the Contracting Officer in writing within two (2) business days after such delay begins. The Contracting Officer shall review the delay notification, decide if the delay is justifiable, and if approved, determine the time extension that will be granted. Approval of a Lessor delay notification shall not be unreasonably withheld.
- 3) Progress payment requests made by the Lessor to the Government shall be made at reasonable intervals, but no greater than two (2) such requests in any given calendar month. Lessor's request for each progress payment shall include a Lessor certification that the payment amount requested is only for the alterations and installations provided in accordance with Attachment No. 1 to this SLA No. 20. Lessor's request for a progress payment shall also include Lessor's itemization of the Lessor's work performed in relation to the progress payment amount being requested. Progress payments will be made only after they have been approved by the Contracting Officer, and in accordance with the Prompt Payment clause to the Lease.
- 4) Upon the Government's acceptance of the requested alterations and installations as substantially complete and upon receipt of an invoice from the Lessor in proper form, the Government agrees to pay the Lessor in an amount not to exceed **\$183,398.21** (which includes the Lessor's 15% overhead and profit) as payment in full for the items furnished and installed in accordance with Attachment No. 1 to this SLA No. 20. The Lessor shall submit all invoices directly to GSA Finance on official company letterhead and must include the following payment identification information on the invoice: **PDN: PS0018636**. The address for GSA Finance is as follows: GSA Finance Division (7BCP), 819 Taylor Street, Fort Worth, Texas 76102.
- 5) The Lessor shall be required to maintain and repair all items furnished and installed as part of this SLA No. 20 in accordance with the provisions of the Lease and as if such items were installed as part of the initial space alterations of the leased premises.
- 6) In the event of any conflict between the scope of work and the cost proposal listed on Attachment No. 1, the scope of work shall govern.

(2)

JL  
Lessor \_\_\_\_\_

Government \_\_\_\_\_