

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 21
TO LEASE NO. GS-02B-23096

DATE
9/11/12

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 perimeter security alterations and installations at the leased premises, to be provided by the Lessor at a lump sum cost to the Government in the amount of **\$1,250,000.00**

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) Lessor shall furnish and provide all required labor and materials necessary to install and substantially complete the alterations as set forth in the attached cost proposal labeled Exhibit "A", and the attached plans and specifications labeled Attachment No. 1, within one hundred and eighty (180) calendar days after the execution of this supplemental lease agreement (SLA) No. 21 by the Government.

continued

shall remain in full force and in effect.

scribed their names as of the above date.

MEMBER

(Title)

1316 MADISON AVE NEW YORK NY 10128

(Address)

SERVICES ADMINISTRATION

Contracting Officer

(Official Title)

①

Lessor

JL

Government

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 at no additional cost to the Government. 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 one (1) such request 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 and Exhibit "A" to this SLA No. 21. 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. Progress payments can only be approved for work, material and or/services provided, delivered and or installed, and accepted by the Contracting Officer.

- 4) 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: PS0024294**. The address for GSA Finance is as follows: GSA Finance Division (7BCP), 819 Taylor Street, Fort Worth, Texas 76102. 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 **\$1,250,000.00** (which includes the Lessor's overhead and profit) as payment in full for the items furnished and installed in accordance with Attachment No. 1 and Exhibit "A" to this SLA No. 21.

- 5) Lessor shall be required to maintain and repair, as necessary, all items furnished and installed as part of this SLA No. 21 for a period of one (1) year from the Government's acceptance of the work as substantially complete. In the event that an item installed as part of this SLA No. 21 has a manufacturer's and/or installation warranty of greater than one (1) year for parts and/or labor, Lessor shall use his best efforts to enforce the terms and conditions of the warranty with the manufacturer and/or installer.

2

Lessor JL
Government [Signature]

- 6) In the event of any conflict between the plans and specifications covered under Attachment No. 1 and the cost proposal covered under Exhibit "A" to this SLA No. 21, Attachment No. 1 shall govern.
- 7) The parties hereto acknowledge that on July 19, 2012 Lessor entered into a street lease agreement with the City of Newark, New Jersey to provide the Government with controlled vehicular and pedestrian access to River Place and Centre Place Roads, which are adjacent to the leased premises. The parties hereto acknowledge that the Government is not a party to the Street Lease agreement, however, the Government shall be responsible for paying to Lessor a portion of Lessor's annual maintenance and repair costs associated with the Street Lease and that such costs and the method of payment shall be more particularly set forth in a subsequent supplemental lease agreement between the parties hereto,

3

Lessor JL
Government D