

GENERAL SERVICES
ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 5

DATE
05 MAR 2003

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 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 requested certain changes during the construction of the Premises; and
WHEREAS, the Lessor performed the requested changes prior to the parties first agreeing upon a price therefore; and
WHEREAS, the Lessor subsequently submitted requests for Change Orders which included the changes requested by the Government and other items for which it claimed to be due certain sums as requested which items are hereinafter referred to by reference as Lessor submitted Exhibits 1 through 27; and
WHEREAS, the parties have agreed that the Government shall pay the Lessor in full for Exhibits 1-6, Exhibits 10-14, Exhibit 16, Exhibits 18-23 and 26 and 27; and the Government shall pay the Lessor in part for Exhibit 15 in the total amount of \$534,333.16; and
WHEREAS, it is the Government's position that it does not owe the Lessor any money for Exhibits 7-9, part of Exhibit 15, Exhibit 17 and Exhibits 24 and 25; and
WHEREAS, the Lessor disputes the Government's position regarding the foregoing items; and
WHEREAS, the parties hereto want to finalize their agreement on the foregoing items while reserving their respective rights on those items wherein they disagree.

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 February 26, 2003, as follows:

1. The Lessor has performed the work contained in the Change Orders numbered as Exhibits 1-6, Exhibits 10-14, part of Exhibit 15 regarding installed (vs. the Uninstalled Sprinkler Heads), Exhibit 16, Exhibits 18-23 and Exhibits 26 and 27.

All [redacted] remain in full force and effect.

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

BY [redacted]

Managing Member
(Title)

1316 MADISON AVENUE, NY, NY 10029
(Address)

ADMINISTRATION

Contracting Officer
(Official Title)

2. The parties acknowledge that the Government disputes the Lessor's request for payment on Exhibits #7-9, the Uninstalled Sprinkler Charge of Exhibit #15, Exhibit #17, and Exhibits #24 and 25.


3. The parties acknowledge that the Lessor disagrees with the Government's position regarding its entitlement to payment for the foregoing items.

4. The parties agree that they each reserve their rights in the foregoing disagreement and that nothing herein shall be deemed to constitute a waiver of its rights by either party.

5. The parties agree that upon submission of an invoice in proper form, the Government shall pay the Lessor, in a one-time lump-sum payment, the sum of FIVE HUNDRED THIRTY-FOUR THOUSAND THREE HUNDRED THIRTY-FOUR and 16/100 (\$534,333.16) DOLLARS. The Lessor agrees that the invoice shall be on the same letterhead as the payee named in this Lease, that it shall contain a reference to PDN #PS0001548, and that 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.

Lessor 
Government 