

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

SUPPLEMENTAL AGREEMENT
NO. 7

DATE
19 MAY 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 has paid 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, the remaining part of Exhibit 15, Exhibit 17, and Exhibits 24 and 25; and
WHEREAS, the Lessor no longer disputes the Government's position regarding the foregoing items; and
WHEREAS, the Government agrees that it has no additional credits due for any items contained in its specifications in the Lease that were not subsequently incorporated into the design documents and the building as constructed; and
WHEREAS, the parties hereto want to finalize their agreement on the foregoing items.

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 May 16, 2003, as follows:

1. The parties agree that the Government has paid the Lessor all of the sums for which it is entitled pursuant to Exhibits 1-6, Exhibits 10-14, Exhibits 18-23 and Exhibits 26 and 27.

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

IN WITNESS WHEREOF, the parties have subscribed their names as of the above date.

LEASOR: CLAREMONT NEWARK LLC

BY

Margie Mense
(Title)

IN PRESENCE OF:

(Address)

Jodel L. Wagon
Witness

ADMINISTRATION

Contracting Officer

(Official Title)

2. The Lessor hereby waives, for itself, its successors and or assigns, any claim for any funds due from the Government for Change Orders set forth on Exhibits 7, 8, 9, the remaining part of 15, 17, 24 and 25 as set forth in its letter dated January 17, 2003.
3. The Government hereby waives any and all claims for credits due for work set forth in its lease that was neither incorporated into the design documents nor constructed by the Lessor.

Lessor [Signature]
Government [Signature]