

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 34 35 DC
TO LEASE NO. GS-02B-23182

DATE 12/14/04

ADDRESS OF PREMISES 1100 Raymond Boulevard
Newark, New Jersey 07072

THIS AGREEMENT, made and entered into this date by and between **Newark Center Building Company** a New York limited partnership whose address is **C/O Gerald S. Kaufman**
39 South LaSalle Street, Suite 1010
Chicago, IL. 60603

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

WHEREAS, the Lessor has demanded reimbursement of loan extension fees and related financing extension costs allegedly incurred as a result of Government delays in providing design intent drawings; and

WHEREAS, the parties hereto desire to compromise and settle the Lessor's demand in the manner set forth herein at the agreed amount of \$287,500.00; and

WHEREAS, in consideration of the within settlement, the Lessor waives any and all claims for loan extension fees and related financing extension costs arising out of any alleged Government delay in providing the design intent drawings.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **October 21, 2004** as follows:

See Attached

All other terms and conditions of the Lease shall remain in force and in effect.

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

LESSOR: [Redacted] pany

BY _____

Newark Management, LLC G.P.
By: Gerald S. Kaufman, Manager

(Title)

IN PRESENCE

39 South LaSalle #1010
Chicago, IL 60603

(Signature)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY _____

Contracting Officer

(Official Title)

35 DC

Attachment to Supplemental Lease Agreement No. 34 to Lease GS-02B-23182

- 1) The Lessor's demand for reimbursement of its costs allegedly incurred to extend its financing of the Tenant Improvements as the result of alleged Government delays in providing the design intent drawings is hereby compromised and settled in the amount of Two Hundred Eighty-Seven Thousand Five Hundred and 00/100 (\$287,500.00) Dollars.

- 2) In consideration of the foregoing, the Lessor hereby waives, for itself, its successors and/or assigns, any claim or cause of action for loan extension fees and related financing extension costs whatsoever arising out of or in connection with the Government's alleged delay(s) in providing design intent drawings.

- 3) Upon execution of this Supplemental Lease Agreement and receipt of a bill in proper form, the Government shall pay the Lessor the sum of Two Hundred Eighty-Seven Thousand Five Hundred and 00/100 (\$287,500.00) Dollars. Said bill shall be on the same letterhead as the payee named in the lease, it shall contain a reference to ACT # 15153382, and the original bill shall be sent to:

General Services Administration
Finance Division
819 Taylor Street
Fort Worth, Texas 76102-0181

The Lessor shall simultaneously send a copy of the bill to the GSA Contracting Officer.




