

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 48

DATE

June 18, 2007

TO LEASE NO.
GS-02B-23182

ADDRESS OF PREMISES 1100 Raymond Boulevard, Newark, NJ 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 parties hereto desire to amend the above Lease to authorize installation of a mass spectrometer by the Lessor at a lump sum cost to the Government in an amount of \$30,260.13; and to authorize reimbursement by the Government to the Lessor for actual costs plus mark ups for design drawings, permit and expediting fees, which amount shall not exceed \$4,362.39 without approval by the Government.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective, upon execution by the Government as follows:

1. The Lessor shall at the Lessor's sole cost and expense provide all labor, materials, permits, and installation necessary to complete the mass spectrometer installation as set forth in the March 15, 2007 proposal, attached hereto as Exhibit A, including all roof patching and flashing which may be necessitated as a result of the Lessor's initial installation of the mass spectrometer authorized by this SLA #48. Any additional work or other items required for the operation and maintenance, repair, and replacement of the mass spectrometer, unless otherwise specified in this SLA, are the responsibility and cost of the Government including but not limited to the supplying of argon gas.
2. Upon the Government's acceptance of the mass spectrometer installation work listed in Exhibit A as complete, the Lessor shall submit an invoice, in proper form, to the Government, whereupon the Government shall make a one time, lump-sum payment to the Lessor for a total fixed price of \$30,260.13, as payment in full for the work listed in Exhibit A.
3. The Lessor shall obtain design drawings prepared by a licensed architect. The Lessor shall submit two copies of the design drawings, with original architect signature and seal, to the General Services Administration Contracting Officer (CO) within 30 days of the execution of this SLA#48. Upon submission of these drawings to the CO; submission by the Lessor to the CO of a copy of the permit issued by the governing municipality; and submission of an invoice in proper form, the Government shall pay the Lessor for actual costs for design drawings, permit and expediting fees plus mark ups (which percentages are shown in Exhibit A), which amount shall not exceed \$4,362.39 without approval by the Government.

See continuation

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

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

LESSOR Newark

By: Newark Management, LLC

BY

By: Gerald S. Kaufman, Manager

(Title)

IN PRESENCE OF

39 South LaSalle Street, # 1010

Chicago, IL 60603

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

CONTRACTING OFFICER

(Official Title)

4. **For the lump-sum payments authorized in this SLA #48, the Pegasys Document Number is PS0010300.** The Lessor must cite this Pegasys Document Number on the invoice and submit the original invoice to General Services Administration, Finance Division -7BCP, 819 Taylor Street, Fort Worth, TX 76102-0181. The Lessor shall simultaneously submit a copy of the invoice to the GSA Contracting Officer.
5. The Government shall not be responsible for any additional charges above and beyond the \$30,260.13 for installation of a mass spectrometer plus an amount not to exceed \$4,362.39 for actual costs plus mark ups (which percentages are shown in Exhibit A) for design drawings, permit and expediting fees, unless the additional charges have been pre-approved in writing by the CO prior to the performance of any additional work or work or costs being incurred.
6. The Lessor shall coordinate with [REDACTED] Lab Director Tom Governo to schedule the work authorized by this SLA #48.

INITIALS: gll & [Signature]
LESSOR GOVT