## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT NO. 63

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TO LEASE NO. GS-02B-23182

SUPPLEMENTAL LEASE AGREEMENT

ADDRESS OF PREMISES: 1100 Raymond Boulevard, Newark, New Jersey 07102-5234

THIS AGREEMENT, made and entered into this date by and between

Centre Market Building, LLC

Whose address is: 39. S. LaSalle Street, Suite 1010

Chicago, Illinois 60603

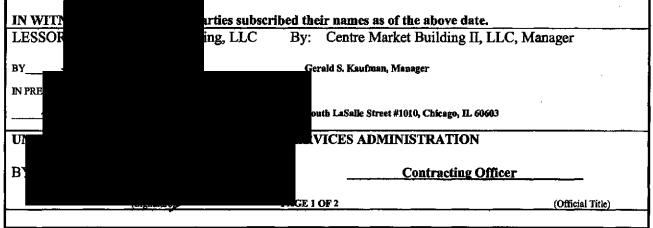
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, as previously amended, to provide for labor and materials for the following work on the fourth (4<sup>th</sup>) floor of the Government leased space at 1100 Raymond Boulevard, Newark, New Jersey 07102-5234.

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

See attached pages 2 and 3

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



GSA form 276 (REV 11/93)

- 1) The Lessor agrees to perform the alterations to the Government's leased space located on the fourth (4<sup>th</sup>) floor at 1100 Raymond Boulevard in Newark, New Jersey 07102-5234 referred to in the Lease as Unit 2, as set forth on the drawings and scope of work labeled Exhibit "A" attached hereto. The Lessor shall perform all work and installations described in Exhibit "A" providing all materials, labor, equipment and facilities required for completion of the alterations. Upon execution, this SLA shall serve as the Government's notice to the Lessor to proceed (NTP) with the work in this SLA.
- 2) The alterations described in Exhibit "A" shall be substantially completed by the Lessor within ninety (90) days after receipt of all necessary construction permits. The Lessor agrees to use due diligence to seek all necessary construction permits within thirty (30) days from the execution of SLA No.63. The Lessor shall give the Government three (3) days written notice of substantial completion.
- As part of the alterations described in Exhibit At the Lessor will provide wire mesh in the LAN room. Notwithstanding any language in Exhibit A, no supplemental HVAC and no furnities a sing provided. Areas and items unchanged pursuant to the drawings at the sument labeled "Final Budget Estimate" in Exhibit A will be delivered in "as is" condition.
- 4) Unit 2 is leased by the Government pursuant to the Lease in "as is" condition. Notwithstanding any language in this SLA, including in Exhibit A to this SLA, any changes desired by the Government are a Government expense. It is agreed, however, notwithstanding any other language in the Lease, that there will be no change orders issued to the work under this SLA without the written agreement of the Lessor. If there is a conflict between any documents in Exhibit A, the drawings and the document labeled "Final Budget Estimate" shall prevail.
- 5) The work and installation shall be performed during normal business hours of 7:00 a.m. to 6:00 p.m. Monday through Friday except Saturdays, Sundays, and Federal holidays. The Government shall give the Lessor access to the Government space to complete all work performed hereunder which shall be performed in a workmanlike manner consistent with local trade practices. All work and installations shall comply with the building construction codes and regulations.

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Attachment to Supplemental Lease Agreement No.63 to GS-02-23182 Page 3 of 3

- 6) All materials and installations described in Exhibit "A" and installed by the Lessor shall be of standard commercial grade or higher. No substitution of materials qualification may be made without the prior written consent of the Government.
- Upon completion of all alterations, the Lessor will remove all construction debris and provide the Government with a clean space.
- 8) Upon substantial completion and Government acceptance of work in this SLA as substantially completed, the Lessor shall submit an itemized invoice to the Government, whereupon the Government shall make a onetime lump sum payment to the Lessor in the fixed price amount of \$424,125.00. Said invoice shall be on the same letterhead as the payee named in the lease, it shall contain a reference to PD# PS0019941, and the original invoice 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 invoice to the GSA Contracting Officer.

9) The Tenant Improvement Allowance (TIA) language in SLA #57 and #59 of the Lease is no longer applicable. Accordingly, SLA #57, Paragraph No. 9 in its entirety is deleted.

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