

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 67	DATE <u>6/14/12</u>
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SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-02B-23182
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ADDRESS OF PREMISES: 1100 Raymond Boulevard, Newark, New Jersey 07102

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

Centre Market Building, LLC
 whose address is:
 c/o Gerald S. Kaufman
 30 W. Monroe St., Suite 1700
 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, as previously amended, to provide for final settlement of the claim filed by the Lessor on January 15, 2009, entitled "Lease No. GS-02B-23182 / Request for Adjustments, Submittal of Claim, Certification, and Request for Contracting Officer's Decision, For Certain Use of Lessor's Equipment, Systems, Pipes, and Related Space at Lessor's building, 1100 Raymond Boulevard, Newark, New Jersey", concerning the Government's use of the Lessor's emergency generator, gas piping, and fire water system under the Lease (hereinafter called "this Claim").

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 1, 2011 as follows:

1. The Government agrees to pay the Lessor \$1,924,113.53 (see Exhibit A attached) as follows:

The Government agrees to pay the Lessor a one-time lump sum payment in the amount of \$1,924,113.53, upon submission of an invoice by the Lessor to the Government in accordance with the following:

JK The Lessor shall submit an invoice in the amount of \$1,924,113.53 on Centre Market Building, LLC letterhead citing PS# 0023745 on the invoice to the General Services Administration, Finance Division-7BCP, 819 Taylor Street, Fort Worth, TX 76102-0181.

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

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

LESSOR	Centre Market Building, LLC
By: <u>[Redacted]</u>	G, Manager
BY <u>[Redacted]</u>	By: Gerald S. Kaufman, Manager
	(Title)
IN PRESENCE OF <u>[Redacted]</u>	30 W. Monroe St., Suite 1700
	Chicago, IL. 60603
(Signature)	(Address)

UNITED STATES OF AMERICA	GENERAL SERVICES ADMINISTRATION
BY <u>[Redacted]</u>	Contracting Officer
	(Official Title)

2. The Lessor will allow the Government the right with respect to this Lease to continue to use the Lessor's existing 2,000 kws (2.0 mw) emergency generator as currently used by the Government versus the up to 500 kws (0.50 mw) the Government is allowed to use under SLA #6. (This use does not include fuel or utilities costs for the generator, or maintenance or repairs or replacement costs, which are a Government expense under the Lease.) The Lessor will also allow the Government with respect to this Lease to continue the tie-in to the Lessor's gas piping and fire water system and use of them, as currently used by the Government.
3. In exchange for the consideration set forth in paragraph 1., the Lessor unconditionally and irrevocably releases the United States, its agents, servants, employees, officials, successors, and assigns from all liability and from any and all actions, claims, suits, demands, causes of action, debts, and liability relating in whole or in part to this Claim, including without limitation, claims for attorney's fees under or other claims interest, costs and expenses related to this Claim. Compensation herein is final settlement of this Claim; it does not include any other claim previously made, pending, or to be made in the future, with respect to Lease No. GS-02B-23182 and any other matters, and does not include any other claim, including but not limited to the claim with respect to the roof of the building filed by the Lessor on May 7, 2009, entitled "Lease No. GS-02B-23182 / Request for Adjustments/Damages/Payments, Submittal of Claim, Certification, and Request for Contracting Officer's Decision, Roof at Lessor's building, 1100 Raymond Boulevard, Newark, New Jersey", dated May 5, 2009, and the Lessor does not waive any rights to submit any other claims with respect to matters not part of this Claim.
4. Both Lessor and the Government have participated fully and equally in the preparation of this SLA, which settles this Claim described above; therefore, in the construction hereof, the rule of *contra proferentem* shall not be applied.

LESSOR:



GOVERNMENT:

