THIS AGREEMENT, made and entered into this date by and between Claremont Newark LLC, a New Jersey Limited Liability Compa
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 Lessor substantially completed the leased premises on November 16, 2002; and
WHEREAS, the due date for substantial completion of the premises was October 31, 2002; and
WHEREAS, the Lessor permitted the Government to occupy portions of the premises prior to the substantial completion date; and
WHEREAS, in consideration of the foregoing the Government has agreed to waive its entitlement to liquidated damages for late delivery
the leased premises; and
WHEREAS, Paragraph 15 of the Rider to the Lease provides, in pertinent part, that “the commencement date of this Lease shall be
evidenced by the execution of a Supplemental Lease Agreement by the Lessor and the Government.”

NOW THEREFORE, these parties, for and in consideration of the foregoing recitals and other good and valuable consideration, the rece:
and sufficiency of which is hereby acknowledged, the Lease is hereby amended effective as of December 18, 2002, as follows:

1. Paragraph 2 of Standard Form 2 of the Lease is deleted and the following Paragraph 2 is substituted in lieu thereof:
   “2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 16, 2002 through
   November 15, 2022, subject to termination and renewal rights as may be hereinafter set forth.

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

IN witness whereof the parties have subscribed their names as of the above date.

Lessor

[Signature]

(Member)

(Member)

Lessee

[Signature]

(Member)

(Member)

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal of the date of this agreement.


GSA form 276 (REV 11/02)