

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 72	DATE 11/16/12
		TO LEASE NO. GS-02B-23182	
ADDRESS OF PREMISES 1100 Raymond Boulevard, Newark, New Jersey 07072-5234			
THIS AGREEMENT, made and entered into this date by and between Centre Market Building, LLC whose address is 30 West Monroe Street, Chicago, IL. 60603			
hereinafter called the Lessor, and the UNITED STATES OF AMERICA , hereinafter called the Government:			
<p>WHEREAS, the parties hereto desire to amend the above Lease, as previously amended, to provide for the following work including labor and materials on the fourth (4th) floor of the Government leased space at 1100 Raymond Boulevard, Newark, New Jersey 07102-5234 and to provide for the payment by the Government to the Lessor for such work.</p>			
<p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:</p>			
<p>See attached Pages 2 and 3 and Exhibit "A" (3 pages)</p>			
<p>All other terms and conditions of the Lease shall remain in full force and in effect.</p>			
<p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>			
LESSOR BY _____ IN PRESENCE _____	Centre Market Building II, LLC, Manager <u>By: Gerald S. Kaufman, Manager</u> (Title) 30 West Monroe Street, Suite 1700 <u>Chicago, IL 60603</u> (Address)		
UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION BY _____	<u>Contracting Officer</u> (Official Title)		

- 1) The Lessor agrees to perform the alterations to the Government's leased space located on the fourth (4th) floor at 1100 Raymond Boulevard in Newark, New Jersey 07102-5234, as set forth on the proposal and the drawing labeled Exhibit "A" attached hereto. The Lessor shall perform all work and installations described in Exhibit "A" providing all materials, labor and equipment 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 by the Lessor of this SLA #72 fully executed by both the Government and the Lessor. At least three (3) working days prior to substantial completion of the work, the Lessor shall issue written notice of the substantial completion date and the Government will inspect the work for acceptance within three (3) working days of that date.
- 3) Notwithstanding any language in Exhibit "A", no supplemental HVAC and no furniture is being provided. Areas and items unchanged pursuant to the drawing and the document labeled "KJW Construction Proposal" in Exhibit "A" will be delivered in "as is" condition.
- 4) 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.
- 5) The work and installation shall be performed during normal business hours of 7:00 a.m. and 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.
- 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 may be made without prior written consent of the Government.

LESSOR:



GOVERNMENT:



- 7) 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 a proper invoice to the Government, whereupon the Government shall accept and approve for payment such invoice within three (3) working days, and make a one-time lump-sum payment to the Lessor in the fixed price amount of \$125,713.26, within fourteen (14) days. Said invoice shall be on the same letterhead as the payee named in the Lease, it shall contain a reference to PDN# PS N0529992, 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.

LESSOR: _____

GOVERNMENT: _____

