

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT NO. 28	DATE <u>5/28/04</u>
	TO LEASE NO. <b>GS-02B-23182</b>	

ADDRESS OF PREMISES 1100 Raymond Boulevard  
Newark, New Jersey 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:

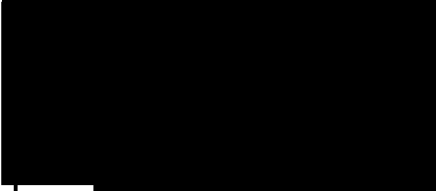
**WHEREAS**, the parties hereto desire to amend the above Lease, as previously amended, to reflect the acquisition of an additional 2,255 ANSI/BOMA oa square feet (2,653 rentable square feet), on the 4<sup>th</sup> floor of the premises shown on the attached drawing Exhibit "A" to this SLA No.28; and to reflect an increase in rent; and to reflect that the additional space will run coterminous with the original lease term; and to reflect a Government Tenant Improvement build-out, which is a Government expense.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 17, 2004 as follows:


See Attached

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

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

 _____ (Signature)	<b>Company</b> Newark Management, LLC G.P. By: Gerald S. Kaufman, Manager _____ (Title)  39 South LaSalle #1010 Chicago, IL 60603 _____ (Address)
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**UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION**

BY  \_\_\_\_\_  
Contracting Officer \_\_\_\_\_  
 (Official Title)

1. The purpose of this Supplemental Lease Agreement ("SLA") No. 28 is to establish the following:

(a) To establish the leasing of an additional 2,255 ANSI/BOMA oa square feet (2,653 rentable square feet), on the 4<sup>th</sup> floor of the premises as shown on the attached drawing, Exhibit A to this SLA No. 28, which area is to be constructed as a tenant improvement build-out at the Government's expense, for a total leased space of 177,165 ANSI/BOMA oa square feet (208,435 rentable square feet);

(b) To increase the annual rental.

2. The Lessor hereby leases to the Government the following described premises:

The Government shall lease an additional 2,653 rentable square feet, yielding 2,255 ANSI/BOMA oa square feet area, on the 4<sup>th</sup> floor as shown on Exhibit A to this SLA, to be constructed as a tenant improvement build-out at the Government's expense, in accordance with the scope of work labeled Exhibit "B" to this SLA No. 28, at the annual rental rates set forth in Paragraph 5 below, for the term of the Lease, including any escalations as set forth in the Lease.

Upon the execution of this SLA No. 28 by both parties, the Government shall lease a total of approximately 208,435 rentable square feet, to yield approximately 177,165 ANSI/BOMA oa square feet, for office space and related uses, on the first, third, and fourth floors, including the fourth floor roof space as shown on Exhibit A to SLA No. 6, and the fifth floor, including certain main roof areas, which are the areas shaded and outlined in color on Exhibit B to SLA No. 6, and a minimum of 30,400 gross square feet of below-grade parking area, in the premises known and designated as 1100 Raymond Boulevard Newark, New Jersey 07102.

3. Paragraph 7 of the Lease Rider, as previously amended, shall be amended as set forth below.

a. add a subparagraph h. which shall read as follows:

"h. area of the fourth floor, for the area shown on Exhibit A to SLA No. 28, to be constructed as a tenant improvement build-out at the Government's expense, as shown on the scope of work labeled Exhibit "B" to this SLA No. 28, 2,255 ANSI/BOMA oa square feet (2,653rentable square feet)."

b. In the last sentence of Paragraph 7 of the Lease Rider, as previously amended, change the figure "174,910" to "177,165" and the figure "205,782" to "208,435".

4. Paragraph 7 of SLA No. 5, as previously amended by SLA No. 6, is hereby amended by adding at the end of it, before the period and closing parenthesis, the following: "and the area of the fourth floor shown on Exhibit A to SLA No. 28."



5. The Lessor hereby agrees to lease the delineated area shown delineated on Exhibit A of SLA No. 28, of approximately 2,653 RSF (2,255 oa square feet), in the building known and designated as 1100 Raymond Boulevard, Newark, New Jersey, to be built out at the Government's expense in accordance with the scope of work labeled Exhibit "B" to this SLA No. 28, at the rate of \$81,022.62 per annum, effective upon 120 days from the acceptance of the Working Construction Drawings by the Government, and a Notice to Proceed by the Government to the Lessor, upon acceptance of all costs associated with the Tenant Improvements to this SLA No. 28, which are a Government expense, or earlier as set forth in Paragraph 6 below, to March 31, 2007; \$87,920.42 per annum from April 1, 2007 through March 31, 2012; \$97,524.28 from April 1, 2012 through May 31, 2016. Annual tax escalations and operating cost escalations shall apply. (The above per annum rental rates and the per foot rates in Paragraph 8 below, do not include the Government's tenant improvement build-out, which is a Government expense.)
6. Rent increases set forth in Paragraph 5 above shall commence upon the earlier of, substantial completion of the tenant improvements, or after 120 days from the acceptance of the Working Construction Drawings by the Government, and acceptance of all costs associated with the Tenant Improvements to this SLA No. 28, which are a Government expense, or earlier as set forth in Paragraph 5 above, whichever is first.
7. The Government shall pay the Lessor annual rental; as follows:

Effective as set forth in Paragraph 6 above, the annual and monthly rents set forth in the Lease, shall be amended and changed as follows: the annual rent shall be \$6,365,604.90 at the rate of \$530,467.08 per month for the years as set forth in Paragraph 5 above, or earlier, to March 31, 2007 of the term in arrears; the annual rent shall be changed to: the annual rent of \$6,907,535.90 at the rate of \$575,627.99 per month for the years from April 1, 2007 to March 31, 2012 of the term in arrears; the annual rent shall be changed to: the annual rent of \$7,662,070.60 at the rate of \$638,505.88 per month for the years from April 1, 2012 to May 31, 2016 in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Newark Center Building Company  
c/o Bruce A. Rosen, CPA  
7 Cobblestone Court  
Centerport, New York 11721

8. The rental rates in SLA No. 6 of the Lease, are unchanged and are as follows:

\$30.54 per rentable square foot per annum (\$35.93 per ANSI/BOMA oa square foot per annum) from November 1, 2003 through March 31, 2007 of the lease term; and by the rate of



\$33.14 per rentable square foot per annum (\$38.99 per ANSI/BOMA per square foot per annum) from April 1, 2007 through March 31, 2012 of the lease term; and by the rate of \$36.76 per rentable square foot per annum (\$43.25 per ANSI/BOMA per square foot per annum) from April 1, 2012 – May 31, 2016, the balance of the lease term.

9. Paragraph 22 of the Lease Rider, as previously amended, is changed by deleting the figure "\$1,337,583.00" and inserting in its place "\$1,354,827.50".
10. Paragraph 21a and b of the Lease Rider, as previously amended, is changed as follows: the language "fifty-six and 99/100 percent (56.99%)" is changed to read "fifty-seven and 74/100 percent (57.74%)".
11. Notwithstanding any other language in the Lease, as amended, for this additional space shown on Exhibit A to this SLA No. 28, the Government and the Lessor agree that the Lessor shall provide the Design Intent Drawings (DIDs) and the Working Construction Drawings at the Government's expense. For the purpose of this SLA No. 28, the parties hereto agree that the Government shall pay the Lessor for costs and services as follows: a mark-up for the Lessor's GC/CM of seven percent (7%) and a mark-up for the Lessor of 10% shall apply.
12. The Lessor shall prepare, at the Government's expense, and provide to the Government, for the Government's approval, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government's demised area as shown on the attached drawing labeled Exhibit "A" to this SLA No. 28. The Government shall provide within ten (10) working days such information and details as required by the Lessor's Architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this SLA No. 28 are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color selections. Design intent drawings shall be due from the Lessor within thirty (30) working days from execution of this SLA No. 28.

The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings prior to the Lessor's commencement of working construction drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the scope of work attached to this SLA No. 28, and labeled Exhibit "B", and the Government's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within seven (7) working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state such in writing to the Lessor, and the Lessor shall have seven (7) working days to cure all



noted defects before returning the design intent drawings to the Government for subsequent review. Upon approval of design intent drawings, a Notice to Proceed shall be transmitted to the Lessor, and the Lessor shall commence with working/construction drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown in the design intent drawings. This budget proposal shall be completed within ten (10) working days of the Government's request.

13. At the Government's sole cost and expense, the Lessor shall prepare final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The Lessor shall provide a detailed cost estimate for the Architectural/Engineering services required to prepare the construction documents, and shall not proceed with any work or services, inclusive of A/E work and services until A/E costs have been reviewed and approved by the Government in writing. The working/construction drawings shall include but is not limited to, all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working construction drawings shall be due to the Government within thirty (30) working days of the Government's submittal to the Lessor of approved design intent drawings and, after a Notice to Proceed with the working construction drawings has been provided by the Government. Working/Construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor and 3) the Government may also require at the time of submission of working/construction drawings that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government. Any work shown on the working/construction drawings which is building shell shall be clearly identified as such.

The Government retains the right to review, and request modifications (if necessary) to, the Lessor's working/construction drawings prior to the Lessor's commencement of interior construction. The Government's review of the working/construction drawings is limited to the working/construction drawings' conformance to the specific requirements of the scope of work attached to this SLA No. 28, and labeled Exhibit "B", and to the approved design intent drawings. The Government shall perform all reviews of working/construction drawings within ten (10) working days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's working/construction drawings, the Government shall state such in writing to the Lessor, and the Lessor shall have ten (10) working days to cure all noted defects before returning the working/construction drawings to the Government for


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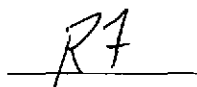
a subsequent review. Upon the Government's review for conformance of the working/construction drawings with the design intent drawings, the Lessor shall obtain the necessary permits and shall submit a detailed cost estimate of the Tenant Improvement work which is a Government expense, and which requires Government approval through a Notice to Proceed to the Lessor. Notwithstanding the Government's review of the working/ construction drawings, the Lessor is solely responsible and liable for the technical accuracy of the working/construction drawings in meeting all requirements and provisions of this SLA No. 28 and the Government-approved design intent drawings.

14. No Tenant Improvement work shall commence under this SLA No. 28 until a Notice to Proceed is issued by the Government to the Lessor. A Notice to Proceed with construction will not be issued by the Government until all costs and pricing data has been reviewed and approved, in writing, by the Government.

15. At the Lessor's expense, the Lessor shall provide the Government with a 17.6 cubic feet RCA Whirlpool, or equivalent, refrigerator for the space designated on the 4<sup>th</sup> floor as shown on the attached drawing, Exhibit "A" to this SLA No. 28.

16. Cleaning Schedule: Site cleaning and regular maintenance may only be performed under escort or supervision of [REDACTED] personnel during normal business hours (8:00 am to 5:00 pm). Janitors must not be provided keys to the facility provided for in this SLA or otherwise afforded access to this [REDACTED] space that would enable them to enter this space without any [REDACTED] personnel being present. Notwithstanding the above, designated Lessor management personnel will be provided keys for access for necessary emergency maintenance.

  
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