

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 57

DATE  
11/19/2009

TO LEASE NO. GS-02B-23182

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 Lease to provide for an additional 8,984 rentable square feet located on the 4<sup>th</sup> floor of the lease premises.

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

See attached

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

LESSOR: [Redacted] LLC

NEWARK MANAGEMENT LLC, MANAGER

BY \_\_\_\_\_

BY GERALD S KAUFMAN, MANAGER

IN PRESENCE \_\_\_\_\_

39 South LaSalle Street #1010, Chicago, IL 60603

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

BY \_\_\_\_\_

Contracting Officer

(Official Title)

Lease GS-02B-23182  
Supplemental Lease Agreement No. 57

1. The description of the premises leased to the Government is amended to include an additional 8,984 rentable square feet (rsf), 7,636 ANSI/BOMA Office Area square feet on part of the fourth (4<sup>th</sup>) floor defined as Unit 2 as represented in Exhibit "A" for a firm term commencing on February 1, 2010, or the date of occupancy by the Government, whichever is earlier (herein sometimes called the "effective date")
2. The premises under lease as established in Supplemental Lease Agreement No.28, dated 05/28/04 as 208,435 rsf, 177,165 ANSI/BOMA Office Area square feet is hereby defined as Unit 1.
3. As of the effective date of Unit 2, the total premises leased to the Government is increased to 217,419 rentable square feet, 184,801 ANSI/BOMA Office Area square feet comprised of Unit 1 and Unit 2.
4. The following is agreed as applied to the Operating Adjustment Clause of the lease, Paragraph 3.5, Section 3:

Unit 1 base amount for operating costs shall remain as \$1,354,828.00 and the base year shall remain as calendar year 2001.

Unit 2 base amount for operating costs shall be \$71,243.12. The base year for such adjustment will be the calendar year in which the Unit 2 effective date commences. For example, if the Unit 2 effective date is January 10, 2010 then the base year will be calendar year 2010 with adjustments to be made in each succeeding year thereafter during the term of the lease.

5. The following is agreed as applied to the Tax Adjustment Clause, Paragraph 3.3, Section 3 of the lease the following

Unit 1 base year real estate taxes are \$128,500.00 and the leased space is deemed to represent fifty-seven and 74/100 percent (57.74%) of the tax lot.

Unit 2 base year taxes shall be calendar year 2010 real estate taxes and the leased space is deemed to represent two and 49/100 percent (2.49%) of the tax lot.

6. The annual rental rate for Unit 2 will be \$24.39 per rsf on the effective date as defined above through March 31, 2012 and \$26.21 per rsf for the period April 1, 2012 through the remaining lease term, May 31, 2016, for the space "as is". In addition, the Tenant Improvement Allowance (TIA) shall be amortized into the rent and paid for by the Government pursuant to Paragraph 9 of this SLA.
7. The terms contained in Supplemental Lease Agreement No. 36 and Supplemental Lease Agreement No.39, shall not apply to Unit 2.

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8. Services, utilities, and maintenance for Unit 2 are provided by the Lessor as part of the rental consideration pursuant to Section 7 of the Lease, with the exception of any special tenant equipment or upgrades above building standard, including but not limited to, any supplemental HVAC units or automatic door closers installed for Unit 2. The Government shall pay the Lessor upon substantial completion of the tenant improvements additional rent per annum, in an amount to be mutually agreed upon between the Lessor and the Government, for the maintenance, repair and utilities costs of any special tenant equipment or upgrades above building standard, including but not limited to, any supplemental HVAC units or automatic door closers installed for Unit 2. This additional rent for maintenance, repair and utilities does not include replacement of any special tenant equipment or upgrades above building standard, including but not limited to, any HVAC units or automatic door closers; should replacement become necessary it will be the Government's expense.

For overtime usage, the overtime rate shall be pursuant to Lease Rider Paragraph 20.

9. The Lessor agrees to provide a TIA of \$364,615.78 towards the cost for Unit 2 tenant improvements. The TIA will be paid for by the Government by amortizing it from the effective date of Unit 2 through the remaining term of the lease payable in equal monthly installments of principal and interest at an 8.75% annual interest rate. If the tenant improvement costs exceed the TIA, then the Government shall have the option to either (i) pay the Lessor the amount exceeding the TIA in a one-time lump sum payment upon substantial completion of the tenant improvements, and acceptance of the Government thereof, and submission of a proper invoice by the Lessor, or (ii) have the right to amortize the difference into the rent in the same manner as set forth above or (iii) reduce the TI requirements. In the event the tenant improvement cost is less than \$364,615.78, only the actual TI cost shall be amortized into the annual rent in the same manner as set forth above. Such additional payment or rental reduction, if applicable, will be more specifically set forth in a Supplemental Lease Agreement.

The Government agrees to provide the Lessor with a written Notice to Proceed with the tenant improvements, which notice shall include the Government approved drawings and specifications for the tenant improvements.

10. The Lessor at the Lessor's sole cost and expense will provide all labor, material, permits to install two (2) dedicated outlets, copper tubing and other materials to provide compressed air to the [REDACTED] Lab. Upon completion of the alterations and the Government's acceptance of the alterations as substantially complete, the Lessor shall submit an invoice in the amount of \$7,049.15 on Centre Market Building, LLC letterhead citing PD# PS0013868 on the invoice to the General Services Administration, Finance Division-7BCP, 819 Taylor Street, Fort Worth, TX 76102-0181 and the Government will pay the Lessor \$7,049.15.

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11. The Lessor at the Lessor's sole cost and expense will provide all labor, material, permits to make the following repairs: CO76 Room 522/527 ceiling/boiler room leak (\$790.11); CO79 Lab Hot Water Heater Replacement servicing lab fume hoods and sinks (\$4,480.55); CO80 Lab Hot Water Heater Replacement servicing lab men's bathroom (\$3,716.27). Upon completion of the alterations and the Government's acceptance of the alterations as substantially complete, the Lessor shall submit an invoice in the amount of \$8,986.93 on Centre Market Building, LLC letterhead citing PD# PS0013868 on the invoice to the General Services Administration, Finance Division-7BCP, 819 Taylor Street, Fort Worth, TX 76102-0181 and the Government will pay the Lessor \$8,986.93.
12. All other terms and conditions of the lease remain in full force and effect.

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