

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 4 TO LEASE NO. GS-02B-23182	DATE 1/17/03
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.		
NOW THEREFORE , these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 14, 2003 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.		
LESSOR:	[Redacted] Company	BY: NEWARK MANAGEMENT, LLC G.P.
BY _____	[Redacted]	BY GERALD S. KAUFMAN, MANAGER
IN PRE _____	[Redacted]	39 SOUTH LASALLE ST. (Title)
_____	[Redacted]	CHICAGO, IL 60603 (Address)
UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION		
BY _____	[Redacted]	_____ Contracting Officer (Official Title)

SLA #4

WHEREAS the parties hereto desire to amend the above lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 14, 2003, as follows:

1. The Lessor hereby leases to the Government the following described premises: An additional 12,160 rentable square feet ("RSF") to yield approximately 10,336 ANSI/BOMA office area square feet ("ANSI/BOMA oa square feet"), for office space and related uses, and for the special use of a firing range, on the first floor, in the premises known and designated as 1100 Raymond Boulevard, New Jersey 07072. The additional square footage taken will be subject to the Government measuring the space, and is not to exceed 10,336 ANSI/BOMA oa square feet, and as shown on the floor plan attached hereto as Exhibit A-5, in the area labeled C, for the exclusive use and occupancy of the Government, for a total of approximately 201,839 rentable square feet to yield a total of approximately 171,559 ANSI/BOMA oa square feet.
2. Upon rent commencement of the first floor area C space, as provided in Paragraph 4 below, the annual and monthly rents set forth in Paragraph 3 of Standard Form 2 of the Lease shall be amended as follows: "the annual rent of \$5,026,493.50 at the rate of \$418,874.45 per month for the years from November 1, 2002 to March 31, 2007 of the term in arrears" shall be changed to: "the annual rent of \$5,348,733.50 at the rate of \$445,727.79 per month for the years from _____ (the rent commencement of the first floor area C space) to March 31, 2007 of the term in arrears"; "the annual rent of \$5,500,691.00 at the rate of \$458,390.91 per month" shall be changed to: "the annual rent of \$5,853,331.00 at the rate of \$487,777.58 per month" for the years from April 1, 2007 to March 31, 2012 of the term in arrears; "the annual rent of \$6,149,393.18 at the rate of \$512,449.43 per month" shall be changed to: "the annual rent of \$6,543,620.38 at the rate of \$545,301.70 per month" for the years from April 1, 2012 to May 31, 2016 in arrears, as the same may be adjusted by the ANSI/BOMA oa square feet actually delivered (see Paragraph 18 of the Rider to this Lease). 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

3. The same rental rates as set forth in Paragraph 18 of the Lease Rider shall apply to the first floor area C space, however, the last sentence of Paragraph 18 of the Lease Rider is deleted and the following language added: "The leased space must contain not less than 201,839 rentable square feet (171,559 ANSI/BOMA oa square feet), and in no event will the Government pay for more than 201,839 rentable square feet (171,559 ANSI/BOMA oa square feet) under this lease unless the Government's final approved working/construction drawings include additional square footage, excluding nevertheless 30,400 gross square feet

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for below-grade parking basement.”

4. Rent shall commence for the first floor area C space upon “substantial completion” (as defined in the Lease) of the space. The Government shall prepare and provide at its own expense design intent and working/construction drawings for the first floor area C space as set forth below. If the Government delays, then upon substantial completion of the area C space, the rent commencement date will be retroactive prior to substantial completion for each day the Government delays including any failure to timely deliver drawings to the Lessor as stated below. Any delays caused by the Government’s specification of any item including any material, product, or equipment, that is not obtainable by the Lessor within a four (4) week period from the Notice to Proceed with construction will be considered a Government delay. Notwithstanding the above, if any Government delay exceeds ninety (90) days, rent will commence no later than September 1, 2003.

The Government shall prepare and provide at its expense “Design Intent Drawings” for the first floor area C space pursuant to the Lease except that for this first floor area C space only the last sentence of Paragraph 3.16 B, page 19 of the Lease shall read: “Design intent drawings shall be due to the Lessor by February 10, 2003. The Lessor shall have 15 working days from receipt of the design intent drawings to review and provide comments. Paragraph 3.16 C and D are deleted and replaced with the following: Working/Construction Drawings: The Government shall prepare and provide at its own expense working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area and shall fully comply with the Lease including the Solicitation to the Lease and shall meet all codes and requirements of Government authorities.

Working/construction drawings shall also be annotated with all applicable specifications. The Government 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 Government’s final working/construction drawings shall be due to the Lessor by April 1, 2003. Working/construction drawings shall clearly identify 1) Tenant improvements already in place and 2) the work to be done by the Lessor or others. The Lessor shall have the right to review the working/construction drawings within ten (10) working days of receipt. Should the Lessor require that modifications be made to the Government’s working/construction drawings, the Lessor shall state such in writing to the Government, and the Government shall then have ten (10) working days to cure noted defects before returning the working/construction drawings to the Lessor for subsequent review, which the Lessor shall complete within ten (10) working days. Within ten (10) working days of that time the Government shall provide to the Lessor final Government-approved working/construction drawings and all documentation including stamped/sealed drawings and other items, as may be required by government authorities for obtaining permits, and as needed for issuing bid

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packages, and the Government shall approve proceeding with obtaining permits and the bidding process for tenant improvements in a Notice to Proceed. The Lessor shall then diligently attempt to obtain the necessary permits. If the permits are not obtained within three (3) months from submission of the plans to the applicable Government authorities, then either party may cancel this SLA #4 upon thirty (30) days prior written notice to the other party, except that the notified party shall be given a period of thirty (30) days to cure from receipt of the notice and if the permits are obtained by the end of the thirty (30) day cure period then the cancellation shall not apply. If at the end of the cure period the permits have not been obtained then the cancellation shall apply unless the Government has elected to commence the rent within sixty (60) days from receipt of the notice to cancel, then SLA #4 shall continue.

The Lessor is required to provide cost and price data in conjunction with the tenant improvements. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:

- a) The Lessor shall submit to the Government a proposal for overhead, profit, and architectural-engineering fees, permits, and regulatory fees for all Tenant Improvements. This will be agreed upon prior to the award for the subject improvements. Pursuant to Paragraph 13 of the Lease Rider, the Government's tenant improvement costs will include a mark up for the General Contractor of seven percent (7%) and a mark up for the Lessor of ten percent (10%).
- b) The scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
- c) No building shell items shall be included in the competitive proposal.
- d) A minimum of three qualified contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process.
- e) Each proposal shall be 1) submitted in Construction Specifications Institute (CSI) format by the proposed contractors and 2) reviewed by the Government within five (5) working days. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Offeror is qualified to perform the work. The Government reserves the right to reject all bids.
- f) The Government reserves the right to be represented at all negotiation sessions between the Lessor and potential contractors.

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- g) The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
- h) The Lessor shall complete the competition and the cost proposal process in 30 working days or less from the date of issuance of final Government-approved working/construction drawings and specifications and the Notice to Proceed with the bidding process.
- i) Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a NOTICE TO PROCEED for the subject work. All of which shall be done by the Government within ten (10) working days. (The Lessor, however, shall be under no obligation to commence construction until issuance of all required permits.)

All costs for tenant improvements are at the Government's expense, except as provided in Paragraph 6 below.

- 5. Notwithstanding any other provision of the Lease, including but not limited to Paragraphs 3.16 C and D. at page 19 and 20 of the Lease, the working/construction drawings shall be prepared and provided by the Government, and the Government will be solely responsible and liable for the technical accuracy of the working/construction drawings in meeting all requirements and provisions of the lease and the Government-approved design intent drawings.
- 6. Paragraph 9 c. of the Lease Rider is amended by adding the following words at the end of Paragraph 9 c.: "for the first floor area C space the Lessor will provide HVAC service up to the space by the existing condenser water system which is ducted and wired to the leased space; any changes or additions for the firing range exceeding a cost of \$5,000.00 are at the Government's expense, as are other costs related to the firing range pursuant to Paragraph 13 of the Lease Rider.

With respect to the first floor area C space, in lieu of Rider to Lease, Paragraph 9. d. and e., the Lessor shall provide the Government a tenant improvement allowance of thirty-five thousand dollars (\$35,000.00) against the Government's final tenant improvement build-out cost for that space.

- 7. With respect to the first floor area C space, notwithstanding any other language in the Lease, for any part of the space not used as office space, the janitorial services and cleaning of the space will be provided by the Government at the Government's expense.
- 8. In Paragraphs 21a. and b. of the Lease Rider, the language "fifty-three percent (53%)" is changed to read "fifty-six percent (56%)".

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9. Lease Paragraph 5.8 A at page 26 shall not apply to the first floor area C space.

10. Wherever the words "first floor" were previously used in the Lease, those words are not to be read to include the first floor area C space.

11. By signing this SLA, the Lessor waives no rights it may have against the Government with respect to previous delays of the Government of otherwise.

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.

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