

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 6
TO LEASE NO. GS-02B-23182

DATE
MAY 9 2003

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 May 8, 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 **Newark Center Building Company**

BY _____

IN PRESE _____

NEWARK MANAGEMENT, LLC, Gen'l Partner

BY GERALD S. KAUFMAN, MANAGER

39 SOUTH LASALLE ST. #1010
CHICAGO, IL 60603

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY _____

Contracting Officer

(Official Title)

Supplemental Lease Agreement ("SLA") No. 6 to GS-02B-23182

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 May 8, 2003, as follows:

1. The purpose of this Supplemental Lease Agreement ("SLA") is to establish the following:

- (a) To establish the leasing of an additional 803 ANSI/BOMA oa square feet (945 rentable square feet), on the 4th floor roof area, as shown on the attached drawing, Exhibit A to this SLA, which area is to be constructed as a tenant improvement at the Government's expense, for a total leased space of 174,910 ANSI/BOMA oa square feet (205,782 rentable square feet);
- (b) To establish for the use of certain main roof areas, which are the areas shaded and outlined in color on the attached drawing, Exhibit B to this SLA;
- (c) To provide for the use of certain roof equipment from the Lessor, as set forth below;
- (d) To increase the annual rental for the entire leased space.

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

The Government will lease an additional 945 rentable square feet, yielding 803 ANSI/BOMA oa square feet area on the 4th floor roof to be enclosed as a tenant improvement at the Government's expense, as shown on Exhibit A to this SLA, at the annual rental rates set forth in Paragraph 18 of the Lease, as amended below, for the term of the Lease, including any escalations as set forth in the Lease.

A total of approximately 205,782 rentable square feet, to yield approximately 174,910 ANSI/BOMA oa square feet, for office space and related uses, on the first, third, and fourth floors, including the above fourth floor roof space as shown on Exhibit A to this SLA, and the fifth floor, including certain main roof areas, which are the areas shaded and outlined in color on the attached drawing, Exhibit B to this SLA, 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.

The Lessor also agrees to allow the Government to use the nonenclosed area on the fourth floor roof surrounding the newly leased square footage, as an outside eating area, for the entire term of the Lease; any necessary and desired improvements to that roof area for such use are to be a tenant improvement under the Lease and are at the Government's expense.

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

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

“g. area of the fourth floor roof to be enclosed as a tenant improvement at the Government’s expense - 803 ANSI/BOMA oa square feet (945 rentable square feet), as shown on Exhibit A to SLA No. 6”.

b. In the last sentence of Paragraph 7 of the Lease Rider change the figure “174,107” to “174,910” and the figure “204,837” to “205,782”.

4. Paragraph 7 of SLA No. 5 is amended by adding at the end of it, before the period and closing parenthesis the following “and the area of the fourth floor roof to be enclosed.”

5. a. The Lessor agrees to allow the Government to use certain areas of the main roof of the Lessor’s building located at 1100 Raymond Boulevard, Newark, New Jersey, which are the areas shaded and outlined in color, as shown on the attached drawing Exhibit B to the SLA, for the tenant improvements shown, including equipment, ducts, and pipes, to be built out and installed at the Government’s expense (Lessor shall have access to the walkways), and to allow the Government to use the inside mechanical room space on the fourth floor for the two (2) existing chiller pump skids (included in the chiller purchase by the Government as set forth below in Paragraph 5b.), at the rate of \$510,820.22 per annum effective upon December 1, 2003, or earlier as set forth in Paragraph 6 below, to May 31, 2007; \$533,500.00 per annum from April 1, 2007 through May 31, 2012; \$578,210.00 from April 1, 2012 through May 31, 2016. Annual tax escalations and operating cost escalations do not apply to these annual amounts for the above main roof areas and inside mechanical room space for the two chillers.

Paragraph 3.12, page 18 of the Lease, Adjustment for Vacant Premises, shall not apply to any of 5th floor or 4th floor roof space including the 945 rentable square foot (803 square foot) area to be enclosed as a tenant improvement or the inside mechanical room space provided by the Lessor.

Any use of roof space on the lower 3rd floor roof on the Mulberry Street end of the building, if desired, would need to be negotiated and mutually agreed upon in a subsequent SLA.

b. The Government will also obtain from the Lessor the following:

1) Chillers:

The Lessor shall provide for the Government’s exclusive use the two (2) existing southernmost chillers on the main roof area as shown on Exhibit B with the following serial numbers #U01E09636 & # U01E09634. Each chiller is a Trane RTAA 400 ton with 2 cooling circuits and 4 compressors. Also included are the primary and

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secondary skid mounted pump packages. The primary pump package is (3) 1510-SBC, 20 hp closed coupled 1000 gpm pumps with a B&G Technologic 350 microprocessor control panel. The secondary pump package is (3) 1510-SBC, 20 hp closed coupled 1000 gpm pumps with B&G Technologic 5100 DM variable speed drive controller and (3) Danfoss/Graham VLT6000H27 20hp variable speed drives.

The Lessor shall disconnect its remaining chiller from the system the Government is allowed to use; however, the Government shall bear all costs relating to the draining/refilling of the glycol in its system and any control wiring modifications that may be required. The existing control system for the equipment shall remain in the 4th floor mechanical room for the Government's use. The tie-in for the Government's required chilled water piping shall be located in the 4th floor mechanical room. The tie-in shall be coordinated to allow the Lessor to connect its remaining chiller to the existing piping loop serving other building spaces.

2) Generator:

Landlord will allow the Government to use its existing generator, shown on the main roof, Exhibit B, for up to 500 kw of emergency generator power in the event of a total power loss at the site.

3) Installation of new Electrical Service:

The Lessor shall install additional electric service into the building, which the Lessor shall run to the fourth floor distribution board, to accommodate the tenant requirements shown on Dwg. E-407, Addendum 5, dated 3.25.03. The Government shall be responsible for all feeder connections as shown on the Drawing, from what is labeled "emergency switchboard" "side" and "rear". The Government shall be responsible to install E-Mon D-Mon (building standard electrical meters) on these feeders on the fourth floor, and any work associated with tying new meters into the existing building computer billing system in the Building Engineer's office in the garage. Additionally, power feeds to the Government chillers need to be metered in the same manner. The Government is responsible to pay for the power consumed by the Government from fourth floor switchgear.

- 4) The price for the above three items is as follows: An annual rental increase of \$346,065.96 per annum, commencing from December 1, 2003 (or earlier as set forth in Paragraph 6 below) and continuing through May 31, 2016, payable in equal monthly payments of \$28,838.83. The price does not include maintenance or replacement costs. Maintenance and replacement of this equipment including the above two (2) chillers shall be the Lessor's responsibility, however, the costs for such maintenance and any replacement shall be at the Government's expense, as set forth in the Lease for tenant improvements buildout costs. The Lessor and the

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Government, however, agree that these costs shall be amortized at eight and three-quarters percent (8.75%) per annum and included in the rent. Such rent increases shall be made annually, on the anniversary date of the Lease, and shall be paid in the monthly rent payments. Prior to entering into any agreement for the above maintenance and any replacement the Lessor shall obtain bids and the Government and the Lessor shall mutually agree upon the pricing and the terms and conditions of those agreements. If the Lessor shall allow another occupant to use part of the existing emergency generator, then the Government's share of the maintenance shall be proportionally reduced. (For example, if any other occupant has use of up to 500 kw, each would pay 50%.) The above price of \$346,065.96 per annum does not include fuel or utility costs.

- c. With respect to 5a. and 5b. above, payment for any tenant improvements, including mark ups, are to be made pursuant to the Lease, as amended. The Government represents that all tenant improvements, including all engineering, will be code compliant, consistent with the Lease, and will not tie into any Lessor system without specific written Lessor agreement, and in any case shall not interfere with the Lessor's use of its building or systems or cause damage to them.

Any change desired by the Government to the chiller system to be used by the Government, or to the new electrical service, shall be at the Government's expense. Any costs for tie-in to the Lessor's emergency generator shall be at the Government's expense.

6. Rent increases set forth in 5a. and 5b. above shall commence upon the earlier of, delivery of the main roof areas provided for in Paragraph 5a. above with the tenant improvements substantially complete, or December 1, 2003, whichever is first.
7. The Government will pay the Lessor an annual rental as follows:

Effective December 1, 2003, or earlier 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 \$6,285,066.60 at the rate of \$523,755.55 per month for the years from December 1, 2003, or earlier as set forth in Paragraph 6 above, to March 31, 2007 of the term in arrears unless the rent commencement of the first floor area C space, as provided in Paragraph 4 of SLA #4, has not commenced, then the annual rent shall be \$5,962,862.60 at the rate of \$496,902.22 per month for the years from December 1, 2003, or earlier as set forth in Paragraph 6 above, to March 31, 2007 of the term in arrears until the rent commencement of the first floor area C space; the annual rent shall be changed to: the annual rent of \$6,819,838.80 at the rate of \$568,319.90 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 \$7,565,091.42 at the rate of \$630,424.28 per month for the years from April 1, 2012 to May

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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 Paragraph 18. of the Lease, as of November 1, 2003 forward, are changed to the following rates:

\$30.54 per rentable square foot per annum (\$35.93 per ANSI/BOMA oa square feet 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 oa square feet 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 oa square foot per annum) from April 1, 2012 – May 31, 2016, the balance of the lease term.

9. Paragraph 22 of the Lease Rider is changed by deleting the figure "\$1,331,441.00" and inserting in its place "\$1,337,583.00".

10. In Paragraph 9 of SLA #5, which changes Paragraph 21 a and b of the Lease Rider; the language "fifty-six and 74/100 percent (56.74%)" is changed to read "fifty-six and 99/100 percent (56.99%)".

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

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

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

LESSOR
[Signature] / RJ

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