

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 11	DATE JUL 31 2003
	TO LEASE NO. GS-02B-23182	

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 to provide for payment by the Government for certain tenant improvement buildout costs which are a Government expense under the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 23, 2003 as follows:

Supplemental Agreement (SLA) #3 dated September 30, 2003, as amended by SLA #5 dated March 14, 2003, and SLA #7 dated May 9, 2003, as amended by SLA #8 dated May 20, 2003, as amended by SLA #9 dated June 19, 2003, as amended by SLA #10 dated July 3, 2003, is amended as follows: The Lessor and Government hereby agree that the Government will obligate an additional \$347,449.49 added to the existing obligated money of \$19,022,494.00 for a total of \$19,369,943.49 for the construction of certain tenant improvement buildout costs at 1100 Raymond Boulevard Newark, New Jersey 07072, which are a Government expense under the Lease. The final price for the construction of the tenant improvement buildout costs will be established in accordance with the Lease and will be established by one or more Supplemental Lease Agreements.

The \$347,449.49 is the pricing agreed to by the Government and the Lessor for the work set forth in Exhibit A to this SLA, labeled Change Orders 1, 2, 3, 5, 6, and 7 through 10. Payment is to be made by the Government to the Lessor as set forth in Paragraph 7 Progress Payments of SLA No. 5 dated March 14, 2003.

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

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

LESSOR	[Redacted] company	NEWARK MANAGEMENT, LLC GOULD PINE
BY	[Redacted]	BY: GERALD S. KAUFMAN, MANAGER
IN PRESENCE OF	[Redacted]	(Title)
		39 S. LA SALLE ST. - #1010
		CHICAGO, IL 60603
		(Address)

UNITED STATES OF AMERICA	[Redacted] SERVICES ADMINISTRATION	
BY	[Redacted]	Contracting Officer
		(Official Title)

EXHIBIT A

Pursuant to the scope of work with respect to partial construction for the first floor (Areas A & B per SLA No. 5) and the fifth floor, and partial construction for third and fourth floors, including the fourth floor roof area, and First Floor (Area C per SLA No. 5), the Government is hereby providing its official Notice to Proceed to the Lessor with that partial construction for the first floor (Areas A & B per SLA No. 5) and fifth floor, and partial construction for third and fourth floors, including the fourth floor roof area, and First Floor (Area C per SLA No. 5), at 1100 Raymond Boulevard Newark, New Jersey 07102, for the following Change Orders numbered 1, 2, 3, 5, 6, and 7 through 10. The Government is providing and approving these change orders labeled Change Orders Nos. 1, 2, 3, 5, and 6, as reflected in the letter from Williams Construction Services, Inc., dated May 31, 2003, and 7 through 11, as reflected in the letter from Williams Construction Services, Inc., dated June 12, 2003, subject to the following conditions:

In accordance with the Change Order Nos. 1, 2, 3, 5, 6, and 8 through 10, the Government shall pay the Lessor \$349,909.42 less a credit of \$2,459.93 due to the Government in accordance with Change Order No. 7, for a total due to the Lessor of \$347,449.49. The following are a description of the attached Change Orders labeled Nos. 1 through 11. The Government accepts the work and prices listed by Williams Construction Services, Inc., as follows:

- 1) a. Change Order No.1 (CE No. 024);
"Additional Drywall Work Required due to responses received for RFI 025, 026, 027, 029, 032, & 033". The total amount due the Lessor as a result of change order No.1 is [REDACTED]

Change Order No.2 (CE No. 027);
"Additional Hardware for doors 522, 545, 547B, 5149, PH01 and PH02 that were not included in the contract documents" (RFI 035). The total amount due the Lessor as a result of change order No.2 is [REDACTED].

Change Order No.3 (CE No. 028);
"Response to RFI 024 regarding the mixing valve manufacturer was received after final plumbing contract price was finalized. The plumbing contract includes the unapproved Symmons valve that was shown on the drawings. The Speakman valves requested are manufactured by Lawler and are identical. Lawler is therefore proposed to keep the increased cost to a minimum". The total amount due the Lessor as a result of change order No.3 is [REDACTED]

Change Order No.4 (CE No. 029);
Included in Notice to Proceed dated May 20, 2003.

Handwritten signature and initials, possibly "M/R", written in black ink.

Change Order No.5 (CE No. 036);

“Response to RFI 018 indicated Polypropylene (PP) piping was acceptable as alternate. Therefore, the credit to use PP piping in lieu of the glass piping specified was included in the final plumbing contract. The PP piping submittal was returned with a comment that PP piping cannot be used in plenum ceilings, Polyvinylidene Flouride (PVDF) piping must be used in these areas. The majority of the areas where acid waste piping runs is in plenum ceilings, resulting in the additional costs to provide PVDF piping in lieu of PP. The total amount due the Lessor as a result of change order No.5 is [REDACTED].”

Change Order No.6 (CE No. 044);

“To provide glazing film, as per the specifications, on all US Customs windows”. The total amount due the Lessor as a result of change order No.6 is [REDACTED].”

Change Order No.7 (CE No. 038);

“Revisions to snorkel hood locations and quantities per PM-4.” Change order No.7 resulted in a credit due the Government in the amount of [REDACTED].”

Change Order No.8 (CE No. 043);

“Demolition of existing finishes at the building 4th floor management office, due to required column reinforcements for the boiler penthouse”. The total amount due the Lessor as a result of change order No.8 is [REDACTED].”

Change Order No.9 (CE No. 045);

“Supply washer & dryer in Room 535 as per PM-3 with associated utility hook-ups. The total amount due the Lessor as a result of change order No.9 is [REDACTED].”

Change Order No.10 (CE No. 041);

“Renovate existing 4th floor Men’s and Ladies toilet rooms as per PM-6. Remove existing fixtures and partitions and install all new fixtures and Finishes”. The total amount due the Lessor as a result of change order No.10 is [REDACTED].”

Change Order No.11 (CE No. 048);

Cancelled by the Government - not charged. Delete supply and installation of marker boards per PM-7.

- b. Payment will also be made by the Government to the Lessor for the general conditions and other related tenant improvement buildout costs, including but not limited to permitting and expediting costs, and the GC/CM management staffing, pursuant to Supplemental Agreement (“SLA”) No. 5 to Lease No. GS-02B-23182.

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- c. In addition to the amounts in a and b above, the GC/CM mark-up of 7% and the Lessor mark-up of 10% shall also be paid by the Government to the Lessor if not already included in the above figures under Change Orders 1, 2, 3, 5, 6, 8, 9, and 10.
- 2) Funds in an amount sufficient to pay for the above Paragraph 1) items have been set aside by the Government in regard to that partial construction for the first floor (Areas A & B per SLA No. 5) and fifth floor, and partial construction for third and fourth floors, including the fourth floor roof area, and the First Floor (Area C per SLA No. 5), at 1100 Raymond Boulevard Newark, New Jersey 07102, in an amount Not To Exceed (NTE) Nineteen Million Three Hundred Sixty-Nine Thousand Nine Hundred Forty Three Dollars and Forty-Nine Cents. (\$19,369,943.49), which includes the previous Notices To Proceed dated May 9, 2003, May 20, 2003, June 19, 2003 and July 2, 2003.
- 3) The payment processing method has been set forth in SLA No. 5 to the Lease dated March 14, 2003.

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