

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 17	DATE 10-17-03
	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 October 17, 2003 as follows:

Supplemental Agreement (SLA) #3 dated September 30, 2002, 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, as amended by SLA #11 dated July 31, 2003, as amended by SLA #12 dated August 13, 2003, as amended by SLA #13 dated September 2, 2003, as amended by SLA #15 dated September 23, 2003, and as amended by SLA #16 dated October 17, 2003 is amended as follows: The Lessor and Government hereby agree that the Lessor's credit, pursuant to Lease Rider Paragraph 12 (for "work specified in Sub-paragraphs 9d. and 9e.") and SLA No. 4 Paragraph 6 Sub-paragraph 2 (for \$35,000.00), being provided to the Government and agreed to be a total of \$680,026.00, of which there is a total remaining credit balance of \$319,255.00 will be used to offset \$319,255.00 of the \$422,077.00 of tenant improvement change orders and other items being approved by this SLA #17, leaving a balance due to the Lessor of \$102,822.00 (\$422,077.00 minus \$319,255.00), which will be covered by the tenant improvement allowance provided by the Lessor pursuant to SLA #5, Paragraph No. 5, 13A, of one million dollars (\$1,000,000.00) against the Government's final tenant improvement buildout costs, except that if the Government's final tenant improvement buildout costs exceed the total of the \$19,760,620.49, the existing obligated money 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, and the above \$1,000,000.00 tenant improvement allowance, then the Government will obligate additional funds in an amount sufficient to pay the Lessor for that excess amount, or by SLA pursuant to SLA #5, Paragraph 5, 13B, the Government may amortize all or part of that excess amount into the rent. 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 \$422,077.00 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 CE-074; CE-078; CE-084; CE-093; CE-103; CE-109; CE-117; CE-123; CE-127; CE-128; CE-130; CE-136; CE-143; CE-149; CE-154; CE-161; CE-164; CE-166; CE-183; CE-193; and overtime costs WCSI only as set forth in Exhibit A. Payment is to be made by the Government to the Lessor as set forth in Paragraph 7 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 parties subscribed their names as of the above date.

Lessor BY _____ IN _____	Newark Center Building Company By: Newark Management, LLC, General Partner By: Gerald S. Kaufman, Manager _____ (Title) 39 S. LaSalle Street, Suite 1010 Chicago, IL 60603 _____ (Address)
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UNITED STATES OF AMERICA BY _____	GENERAL SERVICES ADMINISTRATION _____ Contracting Officer _____ (Official Title)
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