

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 20

DATE  
12/8/03

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 and to confirm agreement with respect to certain other matters.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **November 26, 2003** as follows:

1. 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, as amended by SLA #16 dated October 17, 2003, as amended by SLA #17 dated October 17, 2003, as amended by SLA #18 dated October 29, 2003, and as amended by SLA #19 dated November 25, 2003, is amended as follows: The Lessor and Government hereby agree that \$69,435.00 of tenant improvement change orders and other items being approved by this SLA #20 (in addition to the \$102,822.00 due to the Lessor pursuant to SLA #17, the \$397,586.00 due to the Lessor pursuant to SLA #18, and the \$430,157.00 due to the Lessor pursuant to SLA #19, for a total of \$1,000,000.00) 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, and that the Government will obligate an additional \$74,185.00 added to the existing obligated money of \$19,760,620.49 for a total of \$19,834,805.49 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, for a total of \$143,620.00 for the tenant improvement change orders and other items set for the in Exhibit A to this SLA #20, except that if the Government's final tenant improvement buildout costs exceed the total of the \$19,834,805.49, the existing obligated money including the additional obligated money pursuant to this SLA #20 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 \$143,620.00 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-134B; CE-146; CE-176; CE-178; CE-194; CE-196; CE-203; CE-206; CE-265; CE-266; and CE-273 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.

Continued on next page

Lessor

Lessee

2. The Government and the Lessor also agree that pursuant to SLA #6 Paragraph 6, the rent increases pursuant to SLA #6, shall commence November 1, 2003.

3. As to other Government tenant improvement buildout costs notwithstanding any other provisions of the Lease, as amended, the Government and the Lessor agree that CE-274, Vertical Lift Power Door Operations and Handrail, will be a Lessor expense, that CE-237, Installation of Transformer Grounding, will be a Lessor expense, and that the HVAC and electrical services provided by the Lessor for the construction of the initial tenant improvement buildout pursuant to the Lease, through a period not to exceed January 31, 2004, shall be a Lessor expense. Any carpet substitution or revisions to the tenant improvement buildout shall be a tenant improvement buildout cost at the expense of the Government, including CE-282, Phase II Carpet Revisions, except that with respect to CE-282, Phase II Carpet Revisions, no GC/CM or Lessor mark up shall be applied to the substitute carpet and a credit of ten thousand dollars (\$10,000.00) shall be provided by the Lessor.

4. The total square footage of leased space is 205,782 rentable square feet (RSF) and 174,910 ANSI/BOMA square feet (oa).

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

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

LESSOR \_\_\_\_\_ company

**Newark Management, LLC, General Partner  
By: Gerald S. Kaufman, Manager**

BY \_\_\_\_\_

(Title)

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

**39 South LaSalle Street #1010  
Chicago, IL 60603**

(Address)

**UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION**

BY \_\_\_\_\_

Contracting Officer

(Official Title)