

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 22

DATE
1/13/2004

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 provide for an adjustment to the rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **January 8, 2004** 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, as amended by SLA #19 dated November 25, 2003, as amended by SLA #20 dated December 8, 2003, and as amended by SLA #21 dated December 22, 2003, is amended as follows: The Lessor and Government hereby agree that the Government will obligate an additional \$407,002.00 added to the existing obligated money of \$20,094,812.49 for a total of \$20,501,814.49 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 \$407,002.00 for the tenant improvement change orders and other items set forth in Exhibit A to this SLA #22, except that if the Government's final tenant improvement buildout costs exceed the total of the \$20,501,814.49, the existing obligated money including the additional obligated money pursuant to this SLA #22 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 \$1,000,000.00 tenant improvement allowance provided for in the Lease, 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 \$407,002.00 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 and other items CE-151; CE-241; CE-275; CE-290; CE-315; CE-331; CE-334; CE-347; and WCSI general conditions, overtime and elevator operator 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.

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2. As per letter dated March 14, 2003 between the Lessor and the Government in reference to an Adjustment for Vacant Premises pursuant to Paragraph 3.12 on page 18 of the Lease, rent was previously adjusted downward by \$3.19 per rentable square feet (RSF) for the lab space on the fifth floor – 36,989 ANSI/BOMA oa square feet (43,518 rentable square feet). Pursuant to the Lease, rent is hereby adjusted upward, effective as of December 15, 2003, to the rate of \$30.54 per rentable square feet (RSF) for that space, which was accepted as of December 15, 2003.

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

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

LESSOR

BY

IN PRESE

Newark Management, LLC, General Partner

By: Gerald S. Kaufman, Manager

(Title)

39 South LaSalle Street, #1010

Chicago, IL 60623

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY

Contracting Officer

(Official Title)