

<p align="center"><b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT</b></p>	<p>SUPPLEMENTAL AGREEMENT NO. 39 TO LEASE NO. <b>GS-02B-23182</b></p>	<p>DATE <b>5/6/05</b></p>
<p>ADDRESS OF PREMISES 1100 Raymond Boulevard Newark, New Jersey 07072</p>		
<p><b>THIS AGREEMENT</b>, made and entered into this date by and between <b>Newark Center Building Company</b> a New York limited partnership whose address is <b>C/O Gerald S. Kaufman</b> 39 South LaSalle Street, Suite 1010 Chicago, IL. 60603</p>		
<p>hereinafter called the Lessor, and the <b>UNITED STATES OF AMERICA</b>, hereinafter called the Government:</p>		
<p><b>WHEREAS</b>, the parties hereto desire to amend the above Lease, as previously amended, to provide for payment by the Government for certain maintenance and special services which have been performed by the Lessor, to provide for the provision of additional maintenance services by the Lessor, and to establish a new annual rental effective May 1, 2005 for the entire demised premises of 177,165 ANSI/BOMA office area square feet (208,435 rentable square feet).</p>		
<p><b>NOW THEREFORE</b>, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <b>May 1, 2005</b> as follows:</p>		
<p align="center"><b>See Attached</b></p>		
<p>All other terms and conditions of the Lease shall remain in force and in effect.</p>		
<p><b>IN WITNESS WHEREOF</b> the parties subscribed their names as of the above date.</p>		
<p>LESSOR _____ BY _____ IN PRESENCE OF _____</p>	<p>_____ Company Newark Management, LLC G.P. By: Gerald S. Kaufman, Manager (Title)</p>	
<p>_____</p>	<p>39 South LaSalle #1010 Chicago, IL 60603 (Address)</p>	
<p>_____</p>	<p><b>ES ADMINISTRATION</b>  Contracting Officer (Official Title)</p>	

974117

10/10/05

1. The Government and the Lessor agree that the Government owes the Lessor \$277,140.00 (\$52,500.00 for tending boilers from October 2004 through April 2005 and \$224,640.00 for building engineering services from September 2003 through February 2005) for certain maintenance services performed by the Lessor as shown on the attached Exhibit A dated April 22, 2005 and labeled "Payment Due in Arrears". This amount of \$277,140.00 will be paid by the Government by amortizing it into the annual rental rates over the period May 1, 2005 through May 31, 2016 (133 months) at the interest rate of 8.75%, which equals \$39,144.00 per annum, for an annual rental rate increase in the amount of \$0.19 (19 cents) per rentable square foot per annum (\$39,144.00 divided by 208,435 rentable square feet) over the period May 1, 2005 through May 31, 2016.
2. The Government and the Lessor agree that the Government owes the Lessor \$180,292.75 for certain maintenance services performed by the Lessor and labeled "Special /One Time Costs" as shown on the attached Exhibit "A" dated April 22, 2005. This amount of \$180,292.75 will be paid by the Government by amortizing it into the annual rental rates over the period May 1, 2005 through May 31, 2016 (133 months) at the interest rate of 8.75%, which equals \$25,464.96 per annum, for an annual rental rate increase in the amount of \$0.12 (12 cents) per rentable square foot per annum (\$25,464.96 divided by 208,435 rentable square feet) over the period May 1, 2005 through May 31, 2016.
3. a. The Government and the Lessor agree to amend the Lease to provide for the performance of certain maintenance services (the "Maintenance Services") as described in Exhibit "B" annexed hereto for the period May 1, 2005 through May 31, 2016. The Government and the Lessor agree that the Lessor shall provide the base work/services set forth in Exhibit "B" and that the Government shall pay the Lessor a "Maintenance Base Cost" for the base maintenance work/services to be provided (not including "additional work or services") of \$1,304,014.30 per annum, for the period from May 1, 2005 through May 31, 2016, for an annual rental rate increase in the amount of \$6.26 per rentable square foot per annum (\$1,304,014.30 divided by 208,435 rentable square feet), over the period May 1, 2005 through May 31, 2016. This amount shall be adjusted annually, effective on May 1 of each year, the first such anniversary date being May 1, 2006, by seven and one-half percent (7.5%) per annum of the "Maintenance Base Cost" as previously adjusted for the 7.5% in the prior years. (For example, on May 1, 2006, the \$1,304,014.30 per annum shall adjust to \$1,401,815.37 per annum and the annual rental rates shall be increased by an additional \$0.47 (47 cents) per annum; on May 1, 2007, the \$1,401,815.37 per annum shall adjust to \$1,506,951.52 per annum and the annual rental rates shall be increased by \$0.50 (50 cents) per annum; *et seq.*). After the initial two (2) years, May 1, 2005 – April 30, 2007, either the Government or the Lessor may terminate the provision of the Maintenance Services by providing a minimum of ninety days (90) days written notice in advance of an anniversary date that termination is desired and upon the applicable anniversary date the provision of the Maintenance Services shall then terminate and the annual rental shall be reduced by \$1,304,014.30 (\$6.26 per rentable square foot based

A handwritten signature in black ink, appearing to be 'ML/DC', is located at the bottom left of the page.

upon 208,435 rentable square feet) and the amount of the related 7.5% adjustment previously added to the rental pursuant to this SLA, from that termination date forward, and the Lessor shall have no further obligation to provide any of the Maintenance Services from the date of termination, unless when providing the 90 days written notice the Government or the Lessor requests in writing that the parties attempt to renegotiate the terms of the provision of the Maintenance Services, in which case the provision and payment (including the 7.5% annual adjustment) for the Maintenance Services will extend an additional period of sixty days (60) days past the applicable anniversary date, except that if the parties mutually finally agree upon an increase exceeding the 7.5% annual adjustment, the finally agreed upon increase will be paid retroactively.

- b. "Additional work or services" not included in the Maintenance Base Cost and approved by the Government shall be promptly paid for by the Government by a lump-sum payment to the Lessor, or the amount may be amortized into the annual rental rates at the interest rate of 8.75% over a period to be agreed to with the Lessor, not to exceed the remaining firm lease term.

All hourly rates provided in Exhibit B (including hourly rates in the HVAC Preventative Maintenance and Service Scope of Work) shall be adjusted annually, effective on the anniversary date of May 1 of each year, the first such anniversary date being May 1, 2006, by seven and one-half percent (7.5%) per annum of the hourly rates provided in Exhibit B as previously adjusted for the 7.5% in prior years. For labor other than building engineers labor provided at those hourly rates, and for all materials, equipment and subcontractor/vendor work and services (including but not limited to janitorial, cleaning, and mechanical/hvac) the total mark-up on those costs for the Lessor and its Property Manager shall be a total of fifteen percent (15%).

- c. The Government shall pay the annual rental increases as set forth above. The "Maintenance Base Cost" does not include any "additional work or services". The "Maintenance Base Cost" amount is based on the space as currently built out and used. Any extension of current operating hours for equipment, systems, or otherwise and/or any additional tenant improvements requiring maintenance will be an additional cost to the Government. Overtime usage charges shall continue to apply pursuant to the Lease Rider Paragraph 20 and as otherwise stated in the Lease. With respect to costs over the "Maintenance Base Cost", as adjusted by the 7.5% annually, the Lessor shall receive from the Government a 15% mark-up to allow for overhead and profit of the Lessor and its Property Management company.
4. The total of Paragraphs 1, 2, and 3 a above is \$6.57 per rentable square foot per annum (\$0.19 for certain maintenance services previously provided as listed in Paragraph 1. above; \$0.12 for the "Special/One-Time Costs" in Paragraph 2 above; and \$6.26 for the "Maintenance Base Cost" (to be adjusted annually) as in Paragraph 3a above), which



shall be added as of May 1, 2005 to the annual rentable square footage rental rates, and annual rent, respectively, and which shall be as follows:

Effective May 1, 2005 through March 31, 2007, the Government shall pay the Lessor an annual rent of \$8,570,847.20 at the rate of \$714,237.27 per month in arrears, at a rental rate of \$41.12 per rentable square foot per annum; the annual rent shall be changed to \$9,112,778.20 at the rate of \$759,398.18 per month for the years from April 1, 2007 to March 31, 2012 of the term in arrears, at a rental rate of \$43.72 per rentable square foot per annum; the annual rent shall be changed to \$9,867,312.90 at the rate of \$822,276.08 per month for the years from April 1, 2012 to May 31, 2016 in arrears, at a rental rate of \$47.34 per rentable square foot per annum, together with the annual adjustment to the "Maintenance Base Cost" as previously adjusted for the 7.5% in prior years as set forth in this SLA, which shall be made annually. Annual tax escalations and operating cost escalations as set forth in the Lease and adjustments pursuant to SLA #36 shall continue to apply.

5. The Government, by May 1, 2005, shall provide the Lessor with the names and phone numbers of the designated Government personnel (no less than two (2) persons and no more than four (4) persons) which are authorized by the U.S. General Services Administration Contracting Officer to provide the Government's approval to the Lessor for maintenance work/services, including phone numbers for use outside of normal building hours, and the name of a designated Government official who will instruct how to proceed if conflicting directions are given between designated Government personnel.
6. This SLA #39 does not resolve any issues regarding the Government's usage, contrary to SLA #6 or otherwise, of the Lessor's systems, equipment, pipes, generator, or other property, and the Lessor by signing this SLA is not waiving any rights it may have against the Government with respect to those or any other matters including but not limited to payment for amounts sought by Linear Electric Company and related costs.

