

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICES

SUPPLEMENTAL AGREEMENT  
No. 49

DATE 3-17-2008

**SUPPLEMENTAL LEASE AGREEMENT**

TO LEASE NO.  
**GS- 02B-23182**

ADDRESS OF PREMISE

**1100 Raymond Boulevard  
Newark, New Jersey 07102-5234**

THIS AGREEMENT, made and entered into this date by and between **Centre Market Building, LLC**

whose address is **39 S. LaSalle Street, Suite 1010  
Chicago, Illinois 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 reflect change of ownership and payee.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **October 13, 2006**, as follows:

**1. The heading of this lease is amended by deleting the existing text and substituting, in lieu thereof, the following:**

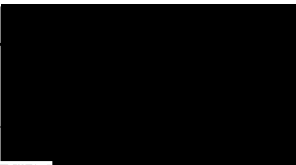
**"This lease made and entered into this date by and between Centre Market Building, LLC, who's address is 39 S. LaSalle Street, Suite 1010, Chicago, Illinois 60603."**

**2. Rent check shall be made payable to:**


**Centre Market Building, LLC  
39 S. LaSalle Street, Suite 1010  
Chicago, Illinois 60603**

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


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

LESSOR:  g, LLC

Newark Management, LLC, Manager


BY 


**Gerald S. Kaufman, Manager**  
(Title)

IN THE PRESEN 

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

(Address)

UN  Building Services, Philatlantic Service Center

BY 

**Contracting Officer**

(Official Title)

## NOVATION AGREEMENT

Newark Center Building Company ("Transferor"), a limited partnership organized and existing under the laws of New York with its principal office in Chicago, Illinois; the Centre Market Building, LLC ("Transferee"), a Limited Liability Company duly organized and existing under the laws of New Jersey with its principal office in Chicago, Illinois; and the United States of America ("Government") enter into this Agreement as of October 13, 2006, the date the transfer of assets became effective, (the "Effective Date"). The Transferor, the Transferee, and the Government shall be referred to herein as the Parties. This Agreement is entered into pursuant to the "Assignment of Claims" provision of the General Clauses to the below referenced Government leases, as well as 41 United States Code Section 15, and is otherwise based on 48 Code of Federal Regulations Section 42.1204.

Transferor represents that the signatory authorized to bind the Transferor is Gerald S. Kaufman, Manager of Transferor's general partner, Newark Management, LLC. Transferee represents that the signatory authorized to bind the Transferee is B. Jeremy Kaufman, Partner of Transferee's Manager, Centre Management Co. The property, within which premises are leased pursuant to the Leases set forth below, is at 1100 Raymond Boulevard, Newark, New Jersey.

(a) The Parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the United States General Services Administration has entered into certain leases with the Transferor, namely: Lease No. GS-02B-23182; Lease No. GS-02B-22847; Lease No. GS-02B-23231. The term "the Leases", as used in this Agreement, means the above described leases, including all modifications made between the Government and the Transferor, before or on the Effective Date of this Agreement (whether or not performance and payment have been completed), and including all modifications made between the Government and the Transferee, on or after the Effective date of this Agreement (whether or not performance and payment have been completed).

(2) As of the Effective Date, the Transferor has transferred to the Transferee all the assets of the Transferor involved in performing its obligations under the Leases by virtue of a transfer of assets document between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the Transferor involved in performing the Leases by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the Leases by virtue of the above transfer. Without limiting any of the Government's rights, it is noted that this provision is not intended to modify or eliminate any indemnification or other agreements which Transferee and Transferor have to each other pursuant to their other agreements.

(5) The Transferee is in a position to fully perform all obligations that may exist under the Leases.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Leases.

(7) Evidence of the above transfer has been submitted to the Government.

(b) In consideration of these facts, the Parties agree that by this Agreement:

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Leases subject to Government's agreement, notwithstanding any language in the Leases, that any such claims and rights against the Government that the Transferor now has or may have in the future in connection with the Leases become the claims and rights of the Transferee, as if the Transferee were the original party to the Leases with the same force and effect, including but not limited to any pending claim brought by Newark Center Building Company against the Government with respect to Lease No. GS-02B-23182 and any other outstanding item, or any item, matter, request, request for equitable adjustment, claim, or other action of any kind, which the Transferor has been pursuing or could pursue.

(2) The Transferee agrees to be bound by and to perform the Leases in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Leases as if the Transferee were the original party to the Leases and ratifies all previous actions taken by the Transferor with respect to the Leases, with the same force and effect as if the action had been taken by the Transferee.

(3) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Leases. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Leases as if the Transferee were the original party to the Leases. Following the Effective Date of this Agreement, the term "Lessor," as used in the Leases, shall refer to the Transferee.

(4) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(5) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Leases, shall be considered to have discharged those parts of the Government's obligations under the Leases. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Leases, to the extent of the amounts paid or reimbursed.

(6) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Leases.

(7) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee—

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these Leases be modified under their terms and conditions. The Transferor waives notice of, and consent to, any such future modifications.

(8) Following the full execution of this Agreement, Transferee desires, as soon as practicable, that rent and any other payments due to the Lessor pursuant to the Leases, be payable to the Transferee.

(9) The Transferor waives notice of, and consents to, any future modifications of the Leases.

(10) The Leases shall remain in full force and effect, except as modified by this Agreement.

(11) Each of the persons executing this Agreement on behalf of the Transferee does hereby covenant and warrant that such entity is a duly authorized and existing entity, is qualified to do business in the state of New Jersey, with full right and authority to enter in this Agreement, and that each and every person signing on behalf of the Transferee is authorized to do so. Upon request, Transferee shall provide the Government with evidence satisfactory to the Government confirming the foregoing covenants and warrants.

IN WITNESS WHEREOF, each party has executed this Agreement as of the day and year August 21, 2007.

TRAN [REDACTED] Center Building Company  
By: [REDACTED] LLC, General Partner

By: [REDACTED] \_\_\_\_\_  
Manager


CERTIFICATE

I, Gerald S. Kaufman, certify that I am the Manager of Newark Management, LLC; that I, who signed this Agreement for this partnership, was then Manager of the General Partner of this partnership; and that this Agreement was duly signed for and on behalf of this partnership by authority of its governing body and within the scope of its partnership powers. Witness my hand this 21<sup>st</sup> day of August, 2007.

By: [REDACTED] \_\_\_\_\_

TRANSFeree: Centre Market Building, LLC


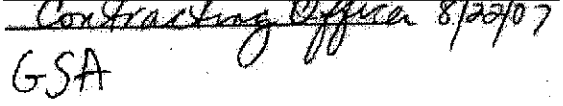
By: Centre Management Co., Manager

By: 

CERTIFICATE

I, B. Jeremy Kaufman, certify that I am partner of Centre Management Co, the Manager of Centre Market Building LLC; that I, who signed this Agreement for this limited liability company ("LLC"), was then partner of the Manager of this LLC; and that this Agreement was duly signed for and on behalf of this LLC by authority of its governing body and within the scope of its LLC powers. Witness my hand this 21<sup>st</sup> day of August, 2007.

B 

UNI   
By   
Title Contracting Officer 8/20/07  
GSA