

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE AUG 14 2007

LEASE NO. GS-02B-22885

THIS AGREEMENT, made and entered into this date by and between

FDA QUEENS, L.P. (formerly known as Hines/GJDC Limited Partnership)

whose address is
450 Lexington Avenue
New York, New York

and whose interest in the property hereinafter described is that of
lessee of the ground and improvements pursuant to a lease agreement of even date herewith with
the Dormitory Authority of the State of New York

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases and assigns to the Government the following described premises:

The right to exclusive occupancy and possession of the Site, the [redacted] Facility and the other
improvements (as such terms are defined in the Rider attached hereto and incorporated herein),
including but not limited to all on-site exterior parking (which will accommodate a minimum of 250
vehicles), all as more particularly shown on the Site Plan and the Plans annexed to this Lease.

to be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term
provided in accordance with paragraph 4 of the Rider to this Lease.

3. The Government shall pay the Lessor annual rent as provided in paragraph 6 of the Rider to this Lease.

4. The Government may terminate this lease as provided in the Rider to this Lease.

5. This lease may be renewed at the option of the Government as provided in paragraph 4 of the Rider to
this Lease

Lessor

Government

~~provided notice be given in writing to the Lessor at least days before the end of the original lease term or
any renewal term. All other terms and conditions of this lease shall remain the same during any renewal term. Said
notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

See paragraph 2 of the Rider to this Lease.

7. The following are attached and made a part hereof:

~~The General Provisions and Instructions (Standard Form 2A, _____ edition)~~

See paragraph 3 of the Rider to this Lease.

8. The following changes were made in this lease prior to its execution:

INTENTIONALLY OMITTED

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: FDA QUEENS, L.P. by Hines FDA Queens, Inc., its general partner

By

JEFF HINES, PRESIDENT
(Name/Title)

IN THE

SAME AS ABOVE
(Address)

UNIT

By

Acting Officer
(Title)