

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 20
TO LEASE NO. GS-02B-22885

DATE
Feb 2002

ADDRESS OF PREMISES: Liberty Avenue and 158th Street, Jamaica, Queens, New York

THIS AGREEMENT, made and entered into this date by and between FDA Queens, L.P.

whose address is c/o Hines GS Properties
885 Third Avenue - Suite 2700
New York, New York 10017

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

WHEREAS, the Lessor and the Government entered into Lease No. GS-02B-22885 on August 14, 1997 (as amended, the "Lease") which provided for, among other things, the leasing of approximately 224,000 rentable square feet by the Lessor to the Government for the use as the [REDACTED] Northeast Regional headquarters and laboratory facility; and

WHEREAS, the Lessor and the Government agreed in Supplemental Lease Agreement (SLA) No. 5 that the Lessor would install a security system upon the Leased Premises at the agreed upon price of [REDACTED] DOLLARS; and

WHEREAS the Government and the Lessor agreed that [REDACTED] of the aforesaid cost of the security system would be amortized into the rent and [REDACTED] DOLLARS would be paid on a lump-sum basis upon completion of the installation of the security system; and

WHEREAS the lump-sum payment was made by the Government for the security system with the understanding that it was a fully operational system; and

SEE THE ATTACHED

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

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

LES
BY [REDACTED]
IN P [REDACTED]
[REDACTED]
UN
BY [REDACTED]
(Signature)

VP

(Title)
Hines, 885 Third Ave, #2700, NY, NY 10022

(Address)

GENERAL SERVICES ADMINISTRATION

Contracting Officer

(Official Title)

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 20
TO LEASE NO. GS-02B-22885

DATE
Feb 12, 2002

WHEREAS the security system was not fully operational and needed repairs; and


WHEREAS the Lessor and the Government desire to resolve the issue by splitting the cost of repairing the security system as set forth below.

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

1. The Lessor and the Government agree that the Government's contractor, Scientech, will repair the security system, in accordance with the attached breakdown labeled Attachment A, at a cost of \$85,351.00.
2. The Lessor and the Government agree to split the cost of \$85,351.00 to repair the security system. Upon completion of the work, the Lessor shall make a payment of \$42,675.50 directly to Scientech at the below address:

Scientech
910 Clopper Road
Gaithersburg, MD 20878

3. Upon payment to Scientech as above described, the Lessor shall be relieved of all responsibility for maintenance and repair of the security system for the term of the Lease.
4. In accordance with Paragraph 31 of the Rider to the Lease, the Government shall release the final \$100,000 of the Developer's Fee which the Government held pending completion of all Final Punchlist items.

Lessor 
Government 