

**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT  
NO. 21

DATE  
6/4/2002

TO LEASE NO. GS-02B-22885

ADDRESS OF PREMISES: Liberty Avenue and 158<sup>th</sup> 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 parties hereto desire to amend the above Lease, as previously amended, to provide for the annual cost to cover the repair and maintenance of certain items

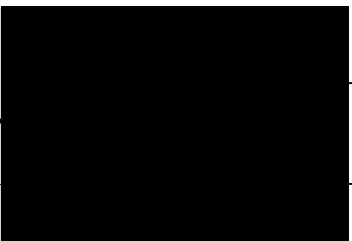
**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

**SEE ATTACHED**

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

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

**LESSOR FDA Queens, L.P.**

BY 

V.P.

(Title)

885 3<sup>rd</sup> Avenue, #2700, NY, NY 10022

(Address)

**UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION**

BY 

Contracting Officer

(Official Title)

**SUPPLEMENTAL LEASE AGREEMENT NO. 21**  
**GS-02B-22885**

1. Effective June 1, 2002, the Lessor shall assume the responsibility for all repair and maintenance costs for the following items:

**GATES**

- The motorized gate across the entryway to the loading dock
- The vehicular ingress and egress gate at Liberty Avenue
- The vehicular ingress and egress gates at 158<sup>th</sup> Street
- The secure parking area gate

This responsibility includes, but is not limited to, all perimeter fencing, the door operator mechanism(s), drive chain(s) and motors associated with these gates.

**MISCELLANEOUS**

- Recessed ceiling mounted projection screen, motorized blackout shade or curtain and TV closets located in Room Designation S-32
  - Overhead projection screen located in Room Designation S-33, Room 4010
  - Two (2) explosion proof refrigerators located in Room Designation L-5
  - The freezer and refrigerator located in Room Designation L-6b
  - Two (2) projection screens, an acoustic operable partition and a vision panel located in the first floor Conference Room Designation S-50
2. Effective June 1, 2002, the Annual Initial Term Rent shall be increased by \$24,950.00 to \$9,938,861.08. This increase in the Annual Initial Term Rent shall reflect the annual operating costs associated with the repair and maintenance of the items specified in Paragraph 1 of this Supplemental Lease Agreement.
3. Effective June 1, 2002, the base cost of services from which operating costs adjustments will be made during the initial term, pursuant to Paragraph 0.6 of the SFO section of this Lease, shall be increased by \$24,950.00 to \$1,243,950.00 (being equal to approximately \$7.11 per occupiable square foot). For the renewal term, the base cost of services from which operating adjustments will be made shall be \$1,243,950.00 (being equal to approximately \$7.11 per occupiable square foot) as adjusted pursuant to Paragraph 0.6 of the SFO section of this Lease through the final year of the Initial Term.

Lessor

Government

*JS*

*RB*