

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE
TO LEASE NO. GS-02B-2288S (the "Lease")		
ADDRESS OF PREMISES: See Site Plan annexed and made a part of the basic lease document		
THIS AGREEMENT , made and entered into this date by and between FDA QUEENS, L.P. Whose address is 450 Lexington Avenue New York, New York 10017		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA , hereinafter called the Government:		
WHEREAS, the Government has requested the Lessor to amortize a portion of the Lump-Sum Reimbursable Items, to wit: \$1,909,877.00, into the rental consideration payable under the Lease; and WHEREAS, the Lessor has agreed to amortize this portion of the Lump-Sum Reimbursable Items into the rental consideration; and WHEREAS, the parties have agreed that the amount to be financed shall include the construction period interest, underwriting fees and additional costs as set forth on Exhibit SLA-1-A annexed hereto and made a part hereof; and WHEREAS, the parties have agreed that the additional rent payable pursuant to this Supplemental Lease Agreement shall comprise additional Annual Debt Service Rent and shall be remitted as part of the Annual Debt Service Rent as set forth in the Lease; and WHEREAS, the parties have agreed that the term of this Lease shall not commence prior to October 1, 1999; and WHEREAS, the parties have agreed that in the event the premises are Substantially Complete prior to October 1, 1999, and the Lessor incurs less than \$5,119,000 in construction period interest net of reinvestment proceeds, such unincurred costs shall be shared equally by the parties.		
NOW THEREFORE , these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 1997, as follows:		
a. The Lessor shall furnish and install all of the Lump-Sum Reimbursables set forth in Item F annexed to and made part of the Lease. Upon completion of the Lump-Sum Reimbursables by the Lessor and acceptance thereof as Substantially Complete by the Government as set forth in Paragraph 8 of the Rider to the Lease, the Government shall		
Continued on Attached Sheet		
All other terms and conditions of the Lease shall remain in full force and effect.		
IN WITNESS WHEREOF , the parties subscribed their names as of the above date.		
LESSOR FDA QUEENS, L.P. by Hines FDA Queens, Inc. its General Partner		
GENERAL SERVICES ADMINISTRATION		
Contracting Officer (Official Title)		

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pay the Lessor for the Lump-Sum Reimbursables in the following manner:

- i. The sum of \$5,000,000 in lump-sum payment(s) as set forth in Paragraph 8 of the Rider to the Lease; and
 - ii. The sum of \$1,909,877 which, together with construction period interest, underwriting fees and additional costs as set forth on Exhibit SLA-1-A, shall be amortized into and paid by the Government as additional Annual Initial Term Rent and Annual Debt Service Rent pursuant to the schedule to be annexed to the Lease as Item M.
- b. The parties agree that under no circumstances shall the Initial Term of this Lease commence prior to October 1, 1999.
- c. The parties agree that in the event that the premises are Substantially Complete prior to October 1, 1999 and the Lessor incurs less than \$5,119,000 in construction period interest, net of reinvestment proceeds, and such excess amounts are not used to fund other appropriate costs that are incurred in the design, construction and delivery of the [REDACTED] Facility and the other Improvements, Paragraph 28 of the Rider to the Lease shall be amended to provide that the Lessor will instruct the Trustee to pay the amounts of these unincurred costs in equal shares to the Government and the Lessor if not incurred within one year following the Substantial Completion Date.

Lessor

Government