

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 2

DATE  
08/28/97

TO LEASE NO.  
GS-02B-22885

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  
450 Lexington Avenue  
New York, New York

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective \_\_\_\_\_ as of August 28, 1997, as follows:

This SLA is issued pursuant to paragraph 29 of the Rider attached to and incorporated in the Lease and SLA No. 1 to the Lease to attach Item M to the Lease setting forth the amount of the total Trust Certificate Proceeds, the Additional Trust Certificate Proceeds and a breakdown of the Annual Initial Term Rent into Annual Debt Service Rent, Annual Ground Lease Rent and Annual Maintenance Rent.

1. The second sentence of Paragraph 1(f) of the Rider attached to and incorporated in the Lease is hereby deleted in its entirety and replaced with the following: "The Annual Initial Term Rent to be paid by the Government during the Initial Term, not including any Annual Real Estate Tax Rent or any increases in the Annual Maintenance Rent in accordance with paragraph 9 of this Rider, shall be equal to \$9,532,590.00, and shall be paid in equal monthly installments of \$794,382.50, in accordance with and subject to the terms of Paragraph 6 of this Rider and all other terms and conditions of this Lease.

2. Item M attached to this SLA (1 page) setting forth the amount of (i) the Trust Certificate Proceeds, (ii) the Additional Trust Certificate Proceeds, (iii) the Annual Debt Service Rent, (iv) the Annual Ground Lease Rent, (v) the Annual Maintenance Rent and (vi) the total Annual Initial Term Rent, is hereby incorporated in and made a part of the Lease.

All other terms and conditions of the lease shall remain in force and effect, except as specifically modified herein.

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

LESSOR FDA QUEENS [Redacted] General Partner

BY

Vice President of General Partner  
(Title)

IN PRESENCE OF

450 Lexington Avenue, New York, New York  
(Address)

UNITED STATES OF AMERICA [Redacted]

Contracting Officer  
(Official Title)