

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

SUPPLEMENTAL AGREEMENT
NO. 4

DATE

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 10017

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

WHEREAS, the Government has eliminated the requirement for the Animal Laboratory Suite and instead desires to utilize that space for storage purposes; and

WHEREAS, the Government and the Lessor have agreed that the Government is entitled to a credit in the sum of ONE HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED and 00/100 (\$126,200.00) DOLLARS for the elimination of said Animal Laboratory Suite and reuse of said space as storage space; and

WHEREAS, the Government has requested that the north passenger elevator add a stop at the basement level; and

WHEREAS, the parties have agreed that the cost of adding the additional stop at the basement level is FIFTY-FOUR THOUSAND TWO HUNDRED and 00/100 (\$54,200.00) DOLLARS;

CONTINUED ON ATTACHED SHEET(S)

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

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

LESSOR: FDA Queens, L.P.

BY

IN P

v.p.

(Title)

450 LEXINGTON AVE, NEW YORK, NY 10017
(Address)

GENERAL SERVICES ADMINISTRATION

Contracting Officer

(Official Title)

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective February , 1998, as follows:

1. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Lease.
2. The Animal Suite, and all requirements set forth in the Requirements and Specifications related to it, is hereby eliminated from the lease. Said space shall be constructed as Storage Space as shown on part floor plan labeled SLA-4-A attached hereto and made a part hereof.
3. In consideration of the elimination of the Animal Suite, the Government shall receive a credit in the sum of ONE HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED and 00/100 (\$126,200.00) DOLLARS.
4. The Lessor shall construct a basement stop for the north passenger elevator where indicated on attached part floor plans labeled SLA-4-C1 and SLA-4-C2. The elevator shall be constructed to operate at a speed of 200 fpm.
5. The parties agree that the cost to the Government for constructing the basement stop for the north passenger elevator, including all of Lessor's design/construction contingency, general contractor's overhead and profit, and the Lessor's supervision and management fee is FIFTY FOUR THOUSAND TWO HUNDRED and 00/100 (\$54,200.00) DOLLARS (see annexed Exhibit SLA-4-B-1-3).
6. The parties agree that the aforesaid cost of constructing the north passenger elevator basement stop shall be applied against the Government's credit for the elimination of the Animal Suite. The net result is a credit to the Government of SEVENTY-TWO THOUSAND and 00/100 (\$72,000.00) DOLLARS.

Lessor

Government