

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

SUPPLEMENTAL AGREEMENT
NO. 5

DATE
JUN 12

998

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, it is the Lessor's position that items in the Requirements and Specifications Section of the Lease (Item C) that were designated as Lump-Sum Reimbursable Items (hereinafter "LSRs") in Section 9 of the Solicitation for Offers (hereinafter the "SFO") that are not listed in Item F of the Lease are not requirements of the design and construction of the [REDACTED] Facility; and

WHEREAS, the Government disputed the Lessor's position and has asserted that any scope of work item shown in Item C to the Lease which is not included on the LSRs pricing list contained in Item F or specifically listed as an LSR in Item C is to be provided by the Lessor as part of the base rent and without additional charge or cost to the Government; and

WHEREAS, the parties have reached an amicable resolution of their differences under the terms and conditions set forth herein.

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 _____

(Signature)

V.P. _____

(Title)

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

BY _____ Contracting Officer

(Official Title)