

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

SUPPLEMENTAL AGREEMENT
NO. 7

DATE
DEC 29 1998

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 and the Lessor have jointly reviewed and agreed upon the quantity of the casework to be provided as part of the Lump Sum Reimbursable Items(hereinafter "LSR"); and

WHEREAS, the agreed upon quantities of casework are set forth on the annexed Exhibit "7-A"; and

WHEREAS, as a result of the agreed quantity of the casework included as part of the LSRs, subject to a field measurement upon Substantial Completion of the Premises, the Government cost will be \$42,060.00 less than the amount payable for the LSRs in accordance with Paragraph 8 of Rider No. 1 attached to and incorporated into the original Lease Agreement.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 23, 1998, as follows:

1. All capitalized terms used and not other wise defined herein shall have the meaning given to such term in the original Lease Agreement.
2. The agreed quantity of casework being provided by the Lessor as part of the LSRs is as shown on Exhibit "A-7" attached hereto and incorporated herein. Such quantity of casework is subject to field verification and may be adjusted upward or downward as part of the final reconciliation of all LSR items. Subject t such final verification, the parties acknowledge that the Government will be entitled to a credit of \$42,060.00 against the lump-sum payment due for the LSRs based on the attached casework quantities.
3. It is agreed that with respect to any additional quantity of casework that the Government may request after the date of this SLA, and notwithstanding paragraph 3 of SLA No. 5, such items shall be provided at the unit prices set forth in Item F attached to and incorporated in the original Lease Agreement, together with any costs for "cut, patch and paint or other direct costs of the Lessor" which may be incurred as a result of such items being added to the project after the date of this SLA.

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.

[Redacted Signature]

V.P.

(Title)

IN PRESENCE OF:

[Redacted Signature]

(Signature)

[Redacted Signature]

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

Contracting Officer

(Official Title)