


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 8	DATE SEP 14 2010
TO LEASE NO. GS-11B-01843		
ADDRESS OF PREMISES: Patrick Henry Building 601 D Street, NW Washington, DC 20004-2904		
THIS AGREEMENT, made and entered into this date by and between: LHL REALTY DC, LLC whose address is: c/o Algin Management Company 64-35 Yellowstone Boulevard Forest Hills, NY 11375-1717		
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 upon execution by the Government as follows:		
<ol style="list-style-type: none"> 1. This Supplemental Lease Agreement (SLA) is issued to acquire the entire parking garage (subject to the Lessor's rights as provided in paragraph 6 below), previously leased by the [REDACTED] under Lease Number [REDACTED]-601-05, consisting of 105 structured parking spaces. The lease of the parking garage shall be effective commencing September 1, 2010 with the understanding that Lease Number [REDACTED]-601-05 shall be terminated effective August 31, 2010. It is understood and agreed that the Premises do not include any utility rooms, pump rooms or electrical rooms. The Government shall use the parking garage premises for motor vehicle parking only. 2. The annual rent for the parking garage premises shall be \$448,639.07, payable at the rate of \$37,386.59 per month in arrears. Consequently, effective September 1, 2010 the total annual rent payable under this Lease will increase from \$21,838,756.32 to \$22,287,395.39 payable at a rate of \$1,857,282.95 per month in arrears. 3. The annual rent associated with the parking premises will escalate at 3% per year throughout the remainder of the lease term as follows: (i) \$462,098.24 at a rate of \$38,508.19 per month in arrears for the period from September 1, 2011 to August 31, 2012; (ii) \$475,961.19 at a rate of \$39,663.43 per month in arrears for the period from September 1, 2012 to August 31, 2013; (iii) \$490,240.02 at a rate of \$40,853.34 per month in arrears for the period from September 1, 2013 to August 31, 2014; (iv) \$504,947.22 at a rate of \$42,078.94 per month in arrears for the period from September 1, 2014 to August 31, 2015. 		
(Continued on Page 2)		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: LHL Realty DC, LLC		
BY <u><i>Liane Ginsberg</i></u> <u><i>Liane Ginsberg</i></u> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> IN THE PRESENCE OF (witnessed by:) <u><i>[Signature]</i></u> (Signature) </div> <div style="width: 55%;"> Member <u><i>c/o 64-35 Yellowstone Blvd</i></u> <u><i>Forest Hills, NY 11375</i></u> (Address) </div> </div>		
UNITED STATES OF AMERICA		
BY <u><i>Joel Berelson</i></u> <u>Contracting Officer</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> Joel Berelson </div> <div style="width: 55%;"> GSA, NCR, Real Estate Division (Official Title) </div> </div>		

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<p>Continued from Page 1</p> <p>4. The Lessor shall furnish and provide to the Government <u>as part of the rental consideration</u>, the following:</p> <ul style="list-style-type: none"> A. All utilities for the parking garage premises B. General maintenance and repair of the garage, including but not limited to cleaning and trash removal, elevator lobby cleaning, annual pressure washing, concrete repair, maintenance of the roll-up door and lighting and mechanical systems serving the garage. Lessor will maintain 10 foot candles level illumination at ground level at all times in garage. C. Within 120 days after September 1, 2010, the Lessor shall be required to restripe the Parking Premises. Such restriping shall include code required handicap spaces for the parking area. <p>5. The Government shall be responsible for the operation of the garage, including controlling access thereto and providing for the security of the garage. The Government shall be responsible for any subsequent striping, ground signage and numbering of parking spaces. The Government shall have the right to install directional and parking space identification signage in the garage, and to install a gate to other security measures at the vehicle entrance to the garage.</p> <p>6. The Lessor shall have access to the garage at all times for building maintenance and repair. In addition, the Lessor shall have the right to restrict the Government's parking access to portions of the garage for reasonable limited periods of time to carry out necessary maintenance and repairs to both the garage and the building provided that the Government shall be given reasonable advance notice in writing, except in the event of an emergency. The Lessor shall coordinate its access to the garage with the Government to maintain the security of the garage. In addition to the foregoing, the Lessor shall be entitled to exclusive use of the three designated parking spaces adjacent to its building management office on the B level on a 24-hour basis for its building operations personnel. Further, to the extent available and consistent with its security requirements, upon written request the Government shall allow vendors and outside maintenance personnel of the Lessor to park in the garage.</p> <p>7. The Government shall be responsible to reimburse the Lessor for parking taxes, if any imposed by the District of Columbia on the rent for the parking garage payable pursuant to this SLA.</p> <p>The Lease as amended by this SLA remains in force and effect.</p> <p>This document will not constitute a payment obligation until the date of execution by the United States. As a result, even through payments will be made retroactively, no rental payments are due under this agreement until thirty days after the date of execution.</p>		

Lessor  GOV'T 