

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

No. 3

April 8, 2010

TO LEASE NO.

GS-LDC-02115

ADDRESS OF PREMISES

2025 E Street, N.W.
Washington, D.C. 20006

THIS AGREEMENT, made and entered into this date by and between [REDACTED] **a nonprofit corporation**
existing under the laws of the United States

Whose address is 2025 E Street, N.W., Washington, D.C. 20006

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

WHEREAS, the parties hereto desire to amend U.S. Government Lease for Real Property No. GS-LDC-02115 ("Lease").

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 1, 2010, as follows (and as more fully set forth in the attached addendum):

(1) Paragraph 1 of the Standard Form 2 is hereby amended by adding expansion space ("Put Space") consisting of **34,827 BOMA Rentable Square Feet (BRSF) (yielding approximately 24,568 ANSI/BOMA Office Area Useable Square Feet (ABOA))**, R/U factor of 1.4176, located on Lower Level 2 of the building known as 2025 E St N.W, Washington, DC 20006, as well as 27 garage parking spaces, all as shown on Exhibits A and B attached to and made a part of this SLA, and all effective as of July 1, 2010. Such Put Space and parking spaces shall be used for general office purposes in accordance with the Lease (which may include use as a computer lab), and the Lease term with respect to such Put Space and parking spaces shall be coterminous with the Lease term for the existing leased Premises. The total amount of the space leased in the Premises shall thereafter consist of **258,212.06 BRSF (or 200,718.28 ABOA)** with a total of 127 garage parking spaces. The Government's Percentage Occupancy shall be 47.80%.

(2) The Government shall pay Lessor an annual rent for such Put Space and parking spaces in the amount of **\$1,592,832.18 (\$43.34/BRSF + \$83,430 parking)** at the rate of \$132,736.02 payable monthly in arrears. This annual rent includes an "operating cost base" of **\$542,256.39 (\$15.57 per BRSF)** which includes a premium for daytime cleaning, and 27 parking spaces at a monthly rate of \$257.50 per space. Rent commencement for such Put Space and parking spaces shall occur on September 1, 2010. Annual CPI adjustments for the Put Space shall commence on July 1, 2011 pursuant to the Lease.

(3) The "operating cost base" for the existing 223,385.06 BRSF Premises shall remain at [REDACTED] per BRSF with an increase of [REDACTED] per BRSF as of July 1, 2010 for the addition of daytime cleaning services for a total of [REDACTED] per BRSF. The new annual "operating cost base" for the existing Premises as of July 1, 2010 shall be **\$3,377,582.11 ([REDACTED]/BRSF)**.**

(4) As a result of leasing the Put Space and the additional parking spaces and adding daytime cleaning services, **total annual Rent** due to the Lessor shall be **\$11,513,717.40, payable monthly in arrears in the amount of \$959,476.45, all as adjusted as of July 1, 2010 pursuant to the Lease** (this figure includes Rent for the original 100 parking spaces, which increases to \$283.25 per parking space per month as of July 1, 2010 in accordance with SLA 1).

(5) The government owes Lessor as back rent **\$25,000.00 for 50 parking spaces** reserved for the Government from August 1, 2009 to October 1, 2009 (2 months) at the monthly rate of \$250.00 pursuant to the Lease (these Parking Spaces do not affect the current total of 127), which amount shall be paid promptly following execution of this SLA 3 in a lump sum payment

(6) The index to be used for the calculation of all CPI adjustments under the Lease shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Washington - Baltimore, DC - MD - VA - WV, CMSA, November, 1996=100, as published by the Bureau of Labor Statistics of the United States Department of Labor.

(7) Items (1) through (6) above are subject to the provisions of the Lease (including all prior supplemental lease agreements) and this SLA 3 (including the attached addendum entitled "Supplemental Lease Agreement No. 3" and Exhibits A and B).

* The per square foot "operating cost base" is referred to in the Lease as the "Operating Cost Base Rate".

** The first CPI adjustment with regard to the existing Premises shall occur on July 1, 2010, and is not included in this figure.

[signatures on following page]



Except as otherwise stated in this SLA 3, 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: THE AMERICAN NATIONAL RED CROSS

By:

Ralph Schulz 4/10
Ralph Schulz, VP, Real Estate & Fixed Asset Management

IN THE PRESENCE OF (witnessed by):

Karen Lafave 4/18/10
(Signature)

2025 E Street Wash DC 20004
(Address)

UNITED STATES OF AMERICA, acting by and through the Administrator or General Services

BY

James S. Hale
(Signature)

Contracting Officer, GSA, NCR

(Official Title)

GSA DC 68-1176

GSA FORM 276 JUL 87