

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-11B-12549
ADDRESS OF PREMISES Constitution Center 400 7 th Street, SW Washington, DC 20024	PDN Number: N/A) JAN 15 2014

THIS AMENDMENT is made and entered into between **CC OWNER, LLC**

whose address is: c/o Metropolitan Life Insurance Company
1620 L Street, NW, Suite 801
Washington, DC 20036

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, upon execution by the Government, as follows:

This Lease Amendment Number 4 is hereby issued to memorialize the value of the "warm-lit shell" requirements as described in Paragraph 9 of SLA #2 and increase the Tenant Improvement Allowance (TIA):

1. The lessor shall provide a credit to the Government in the amount of \$8,504,936.43 (\$22.84/BRSF or \$28.13/ABOA) towards the Tenant Improvement Allowance corresponding to the "warm-lit shell" requirement for the space in the amount of approximately 372,299 BRSF (yielding 302,372 ABOA), consisting of Above Grade Space in the amount of 361,701 BRSF (yielding 293,735 ABOA), and Below Grade Space in the amount of 10,598 BRSF (yielding 8,638 ABOA). The TIA will begin to be applied to the cost of the Government project once the warm lit shell credit has been expended.
2. The lessor has agreed to increase the Tenant Improvement Allowance (TIA) by an additional \$4,400,000. The additional TIA will be amortized in the form of increased rent over the term of the lease. The additional rent shall be \$599,533.33 per year or \$49,961.11 per month.

This Lease Amendment contains 2 pages.

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 below date.

FOR THE LESSOR:



Signature: _____
Name: R. STEVEN TAYLOR
Title: DIRECTOR
Entity Name: CC Owner, LLC
Date: 12/30/13

FOR THE GOVERNMENT:



Signature: _____
Name: _____
Title: _____
GSA: _____
Date: _____

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: CLASSIE SHERIDAN
Title: Associate Director
Date: 12/30/13

3. TO HAVE AND TO HOLD the said Leased Premises with their appurtenances for the firm term of (10) years. The Government shall pay the Lessor an annual rent of **\$17,111,080.13 for Years One through Five**, which includes (a) \$46.46 per BRSF x 361,701 BRSF for the Above-Grade Space (this is inclusive of the additional amortized TIA at \$599,533.33 per year); and (b) \$29.00 per BRSF x 10,598 BRSF for the Conditioned Below-Grade Space, payable at \$1,425,923.34 per month in arrears. The Government shall pay the Lessor an annual rent of **\$17,938,616.33 for Years Six through Ten**, which includes (a) \$48.66 per BRSF x 361,701 BRSF for the Above-Grade Space (this is inclusive of the additional amortized TIA at \$599,533.33 per year); and (b) \$32.00 per BRSF x 10,598 BRSF for the Conditioned-Below Space, payable at the monthly amount of \$1,494,884.69 per month in arrears. Notwithstanding anything to the contrary in this Lease Amendment, the Government reserves the right to return to the Lessor any unused portion of the TIA in exchange for a decrease in rent.

This document will not constitute a payment until the date of execution by the Government. As a result, even though payments will be made retroactively, no rental payments are due under this agreement until (30) days after the date of execution.

INITIALS:  & 
LESSOR GOVT