

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-11B-12549
ADDRESS OF PREMISES Constitution Center 400 7 th Street, SW Washington, DC 20024	PDN Number: N/A

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 (LA) Number 5 is hereby issued to reflect the acceptance of the following blocks of space effective and, as stipulated in SLA #2, paragraph 5.i, to confirm the Lease Premises' square footage, effective as follows:

- 1) [REDACTED] an aggregate of 251,898 BRSF (yielding approximately 204,597 ABOA), consisting of: (1) 232,814 BRSF (yielding 189,006 ABOA) on floors 5 through 10; (2) 8,486 BRSF (yielding 6,953 ABOA) on the Plaza level; and (3) 10,598 BRSF (yielding 8,638 ABOA) on the P1 level.
- 2) [REDACTED] Space": an aggregate of 120,401 BRSF (yielding approximately 97,776 ABOA), consisting of: (1) 116,739 BRSF (yielding approximately 94,776 ABOA) on floors 2,3, and 4 and (2) 3,662 BRSF (yielding 3,000 ABOA) on the Plaza level.
- 3) Therefore, the Government shall occupy a total of **372,299 BRSF** (yielding approximately **302,373 ABOA**), upon acceptance of both spaces for a rent start date effective **March 1, 2014** through **February 29, 2024**.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the undersigned, whose names as of

FOR THE LESSOR: [REDACTED]

Signature: _____
Name: R. STEVEN TAYLOR
Title: DIRECTOR
Entity Name: CC Owner, LLC
Date: 2/27/14

FOR THE GOVERNMENT: [REDACTED]

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

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: _____
Title: Associate Director
Date: 2/27/14

- 4) The Operating Cost Base will remain at \$3,315,286.99.
- 5) The percentage of occupancy will remain at 26.4% for tax purposes (372,299 RSF/1,410,431 RSF) and the Real Estate Tax Base will remain at \$3,000,615.15.
- 6) Per SLA #2, paragraph 3.c, the Broker Commission Credit (BCC) in the amount of [REDACTED] will be applied to the TIA per pricing policy and billing purposes. This credit will be re-distributed between the TIA and shell rent components. In addition, as mentioned in LA #4, the Lessor had agreed to increase the original TIA by an additional \$4,400,000. The additional TIA shall be amortized in the form of increased rent over the term of the Lease. The additional rent shall be \$599,533.33 or \$49,961.11 per month. Therefore, the total TIA consists of the original TIA of \$13,909,158.00 (\$46/ABOA x 302,373 ABOA), the BCC of [REDACTED], and the additional TIA of \$4,400,000.
- 7) TO HAVE AND TO HOLD the said Leased Premises with their appurtenances for the firm term of (10) years, effective March 1, 2014 through February 29, 2024. 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 RSF 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 RSF for the Above-Grade Space (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.
- 8) Once the expansion space measurements are verified, a Lease Amendment will be executed to memorialize the increase in space and 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