

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 7
	TO LEASE NO. GS-11B-12549
LEASE AMENDMENT	
ADDRESS OF PREMISES Constitution Center 400 7 th Street, SW Washington, DC 20024-2705	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:

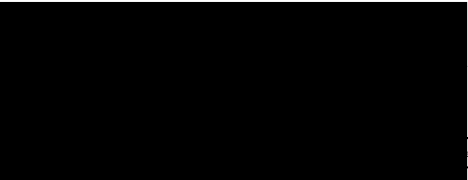
This Lease Amendment (LA) Number 7 is hereby issued to reflect the leasing by the Government of "Expansion Space" that will increase the rent, effective March 1, 2014:

- 1) An additional 2,961 BOMA Rentable Square Feet (RSF) (yielding approximately 4,959 ANSI/BOMA Office Area Square Feet [ABOA]), consisting of Above-Grade space and Below-Grade space, as more particularly described below, hereinafter known as "Expansion Space". The Government under this Lease has therefore increased the area under lease from 372,299 RSF (yielding approximately 302,373 ANSI/BOMA Office Area Square Feet [ABOA]) to **375,260 RSF** (yielding approximately **307,332 ABOA**).
- 2) Below is a break-out by floor:

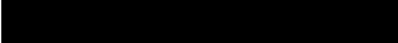
This Lease Amendment contains 3 pages.

All other terms and conditions of the Lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names

FOR THE

Signature: 
 Name: _____
 Title: DIRECTOR
 Entity Name: CC Owner, LLC
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Jessica Johnson
 Title: Associate Director
 Date: 10-1-14

Floor	RSF	USF
P-3	82	71
P-1	12,697	10,365
Plaza	13,162	10,492
2	38,815	31,826
3	38,917	31,912
4	38,917	31,912
5	38,917	31,912
6	38,917	31,912
7	38,917	31,912
8	38,917	31,912
9	38,501	31,553
10	38,501	31,553
Total	375,260	307,332

- a) The percentage of occupancy will go from 26.40% to 26.57% for tax purposes (375,260 RSF/1,412,328 RSF) and the real estate tax base will increase by 19,766.53 from \$3,000,615.15 to \$3,020,381.68.
- b) The operating cost base will increase by \$21,839.42 from \$3,315,286.99 to \$3,337,126.41.
- c) The Leased Premises consists of Above-Grade Space, Conditioned Below-Grade Space, and Unconditioned Below-Grade Space as follows:
 - (i) **“Above- Grade Space”**: The space on floors 2-10 and Plaza is increasing by 780 RSF from 361,701 RSF to approximately **362,481 RSF**, and increasing by 3,161 ABOA from 293,735 ABOA to approximately **296,896 ABOA**, as follows:
 - (ii) **“Conditioned Below-Grade Space”**: On the P-1 level in the Southwest quadrant of the Building, the space is increasing by 2,099 RSF (yielding 1,727 ABOA) from 10,598 RSF (yielding approximately 8,638 ABOA) to **12,697 RSF** (yielding approximately **10,365 ABOA**).
 - (iii) **“Unconditioned Below-Grade Space”**: On the P-3 level of the Building, 82 RSF (yielding approximately 71 ABOA).
- d) The Leased Premises consists of two (2) blocks of space to be occupied by [REDACTED] and [REDACTED]
 - (i) **[REDACTED]**: an aggregate of 251,805 RSF (yielding approximately 206,224 ABOA), consisting of: (1) 232,670 RSF (yielding 190,754 ABOA) on floors 5 through 10; (2) 8,951 RSF (yielding 7,135 ABOA) on the Plaza level; (3) 10,102 RSF (yielding 8,264 ABOA) on the P1 level; and (4) 82 RSF (yielding 71 ABOA) on the P3 level.

INITIALS:


LESSOR

&


GOV'T

(ii) [REDACTED]: an aggregate of 123,455 RSF (yielding approximately 101,108 ABOA), consisting of: (1) 116,649 RSF (yielding approximately 95,650 ABOA) on floors 2, 3, and 4; (2) 4,211 RSF (yielding 3,357 ABOA) on the Plaza level; and (3) 2,595 RSF (yielding approximately 2,101 ABOA) on P1 level.

[REDACTED]: an aggregate of 60,015 RSF (yielding approximately 49,152 ABOA), consisting of: (1) 58,312 RSF (yielding 47,815 ABOA) on floors 2 and 3; and (2) 1,129 RSF (yielding 900 ABOA) on the Plaza level; and (3) 574 RSF (yielding 437 ABOA) on the P1 level.

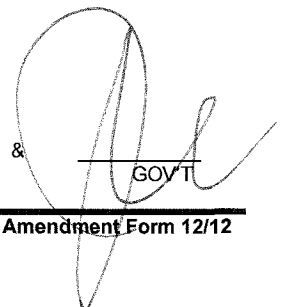
b) [REDACTED]: an aggregate of 63,440 RSF (yielding approximately 51,956 ABOA) consisting of: (1) 58,337 RSF (yielding 47,835 ABOA) on floors 2 and 4; (2) 3,082 RSF (yielding 2,457 ABOA) on the Plaza level; and (3) 2,021 RSF (yielding 1,664 ABOA) on the P1 level.

- 3) The original TIA as specified in SLA #2, paragraph 5.b.i, of \$13,909,158 (\$46/ABOA x 302,373 ABOA) will increase to \$14,134,006 (\$46/ABOA x 307,261 ABOA) amortized at 0% over the Lease Term. Also, per SLA #2 paragraph 3.c, the Broker Commission Credit (BCC) will also be applied to the TIA in the amount of [REDACTED]. This credit will be re-distributed between the TIA and shell rent components. In addition, as stated in SLA #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 \$14,134,006.00 (\$46/ABOA x 307,261 ABOA), plus the BCC of [REDACTED], plus the additional TIA of \$4,400,000.
- 4) TO HAVE AND TO HOLD the said Leased Premises with their appurtenances for the firm term of (10) years beginning on the rent commencement date of March 1, 2014. The Government shall pay the Lessor an annual rent of **\$17,208,207.13 for Years One through Five**, which includes (a) \$46.45 per RSF x 362,481 RSF for the Above-Grade Space (this is inclusive of the additional amortized TIA at \$599,533.33 per year); (b) \$29.00 per RSF x 12,697 RSF for the Conditioned Below-Grade Space; and (c) \$16.00 per RSF x 82 RSF for the Unconditioned Below-Grade Space on P-3, payable at \$1,434,017.26 per month in arrears. The Government shall pay the Lessor an annual rent of **\$18,043,920.33 for Years Six through Ten**, which includes (a) \$48.65 per RSF x 362,481 RSF for the Above-Grade Space (inclusive of the additional amortized TIA at \$599,533.33 per year); (b) \$32.00 per RSF x 12,697, RSF for the Conditioned-Below Space; and (c) \$18.00 per RSF x 82 RSF for the Unconditioned Below-Grade Space on P-3, payable at the monthly amount of \$1,503,660.03 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