

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
LEASE AMENDMENT	TO LEASE NO. GS-11P-LVA12662
ADDRESS OF PREMISES One Skyline Tower 5107 Leesburg Pike Falls Church, VA 22043-3260	PDN Number: NA

THIS AMENDMENT is made and entered into between U.S. Bank National Association, (as successor in interest to LaSalle Bank National Association), as Trustee, in trust for the registered holders of Banc of America Merrill Lynch Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-1

whose address is: C-III Asset Management LLC, 5221 N. O'Connor Blvd., Suite 600, Irving, Texas 75039

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 of the Government, as follows:

This Lease Agreement (LA) issued to reflect a change of the Lessor and Payee as follows:

**Old Lessor and Address:**

CEC Skyline, LLC  
c/o Vornado/Charles E. Smith, L.P.  
2345 Crystal Drive, Suite 1100  
Arlington, VA 22202-4801

**New Lessor and Address:**

U.S. Bank National Association (as successor in interest to LaSalle Bank National Association, as Trustee, in trust for the registered holders of Banc of America Merrill Lynch Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-1  
c/o C-III Asset Management LLC  
5221 N. O'Connor Blvd, Suite 600  
Irving, Texas 75039

**Old Payee Name and Address:**

CEC Skyline, LLC  
c/o Vornado/Charles E. Smith, L.P.  
2345 Crystal Drive, Suite 1100  
Arlington, VA 22202-4801

**New Payee and Address:**

U.S. Bank National Association (as successor in interest to LaSalle Bank National Association, as Trustee, in trust for the registered holders of Banc of America Merrill Lynch Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-1  
c/o C-III Asset Management LLC  
5221 N. O'Connor Blvd, Suite 600  
Irving, Texas 75039

DUNS # [REDACTED]  
Tax ID#: [REDACTED]

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payments will be made retroactively, no money whatsoever is due under this agreement until thirty (30) days after the date of execution by the Government's Contracting Officer.

This LA contains 2 pages.

*KTM*

**FOR THE LESSOR:**

U.S. Bank National Association (as successor-in-interest to LaSalle Bank National Association), as Trustee, in trust for the registered holders of Banc of America Merrill Lynch Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-1

By: C-III Asset Management LLC (successor to CWC Capital Asset Management LLC) a Delaware limited liability company pursuant to that certain Servicing Agreement

Signature: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Entity Name: [Redacted]  
Date: 3/7/17

**FOR THE**

Signature: [Redacted]  
Name: [Redacted]  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: MAR 16 2017

**WITNESS LESSOR BY:**

Signature: [Redacted]  
Name: John P. Harris  
Title: Agent  
Entity Name: [Redacted]  
Date: 3/7/17

INITIALS: A & KTM  
LESSOR GOVT

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)	Request for Lease Proposals Number	Dated
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Complete appropriate boxes, sign the form, and attach to offer.  
The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form,  
is the owner of the property offered, not an individual or agent representing the owner.

**1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS  
(APR 2015)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
  - (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
  - (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.
- Registration Active and Copy Attached

**2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID  
DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW  
(DEVIATION) (OCT 2013)**

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that—
  - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
  - (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that—
  - (1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

- have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is  is not  a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) SEE BELOW FOR NAME* C/O C-III Asset Management LLC [REDACTED] 600	TELEPHONE NUMBER 972/868-5388  Date <u>1/12/17</u>
*** LESSOR'S NINE (9) DIGIT DUNS NUMBER : [REDACTED]		

U.S. Bank National Association (as successor-in-interest to LaSalle Bank National Association), as Trustee, in trust for the registered holders of Banc of America Merrill Lynch Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-1

By [REDACTED] successor to CWC Capital Asset Management LLC) a  
 De [REDACTED] in its capacity as special servicer pursuant to  
 th [REDACTED] Pooling and Servicing Agreement dated December 10,  
 20  
 By \_\_\_\_\_  
 Na \_\_\_\_\_  
 Ti \_\_\_\_\_

[REDACTED] NA - Checking

DUNS+4:  
CAGE Code:

**Electronic Funds Transfer:**

Account Type:  
Financial Institute:  
ABA Routing Number:  
Account Number:  
Lockbox Number:

Checking

**Automated Clearing House (ACH):**

ACH U.S. Phone:  
ACH Non-U.S. Phone:  
ACH Fax:  
ACH Email:

**Remittance Address:**

Remittance Name:  
Address Line 1:  
Address Line 2:  
City:  
State:  
Country:  
ZIP/Postal Code:

CHH DACM07-1 SKYLINE  
5221 N O CONNOR BLVD  
SUITE 600  
IRVING  
TX  
UNITED STATES  
75039

## Novation Agreement

CESC Skyline LLC

[Name],

a

Delaware limited liability company,

[DESCRIBE TYPE OF ENTITY AND WHERE ORGANIZED for example, a Delaware limited liability corporation]],

("TRANSFEROR"),

U.S. Bank National Association, (as successor in interest to LaSalle Bank National Association, as Trustee, in trust for the registered holders of Banc of America Merrill Lynch Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-1)[Name],

a REMIC

[DESCRIBE TYPE OF ENTITY AND WHERE ORGANIZED for example, a Delaware limited liability corporation]],

("TRANSFeree"), and the United States General Services Administration ("GSA") enter into this Agreement as of 12-21-2016

[Date]

(A) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the General Services Administration, has entered into that certain lease (the "Lease") of real property with Transferor: Lease No. GS-11P-LVA-12662.

[Lease No.]

The term "Lease" as used in this Agreement, means the above-described lease, including all modifications, made between the Government and Transferor before the Effective Date of this Agreement (whether or not performance or payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these modifications). In addition, included in the term "Lease" are all modifications made under the terms and conditions of the Lease after the effective date of this Agreement.

(2) As of December 21, 2016, Transferor has transferred to

[Transfer Date]

Transferee all the assets of Transferor involved in performing its obligations under the Lease by virtue of a Substitute Trustee's Deed

[Describe Transaction (example: a warranty deed to the Property)].

(3) The Transferee has acquired all of the rights of the Transferor under and pursuant to the Lease by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the Lease by virtue of the above transfer, (subject to and except for the terms contained in the last sentence of Section (B)(2) below).

(5) The Transferee is in a position to fully perform all obligations that may exist under the Lease.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Lease.

(7) Evidence of the above transfer has been filed with the Government.

(B) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease.

(2) The Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Lease as if the Transferee were the original party to the Lease, except for claims sounding in tort, brought by or against the Government.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the Lease, with the same force and effect as if the action had been taken by the Transferee, subject to the exceptions in the last sentence of Section (B)(2) above.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease and shall only look to Transferee for the performance of landlord's obligations under the Lease. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Lease as if the Transferee were the original party to the Lease. Following the effective date of this Agreement, the term "Lessor", as used in the Lease, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the Lease. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly

arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.

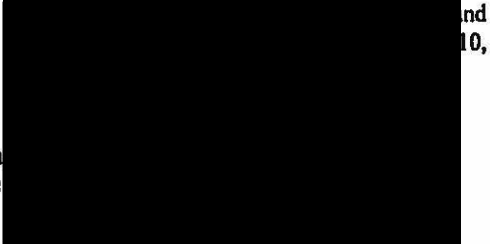
(8) The Lease shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

(9) Each of the persons executing this Agreement on behalf of Transferee does hereby covenant and warrant that such entity is a duly authorized and existing entity, is qualified to do business in the state listed above, with full right and authority to enter into this agreement, and that each and every person signing on behalf of Transferee is authorized to do so. Upon request, Transferee shall provide Government with evidence satisfactory to Government confirming the foregoing covenants and warrants.

(10) This lease is hereby amended to include the provisions of GS Form 3518, which is attached hereto and made a part of this Agreement. [GS Form 3518 does not apply to Transferor and does not need to be completed prior to execution of this form by transferor.]

U.S. Bank National Association (as successor-in-interest to LaSalle Bank National Association), as Trustee, in trust for the registered holders of Banc of America Merrill Lynch Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-1

By: C-III Asset Management LLC (successor to CWCapital Asset Management LLC) a Delaware limited liability company, in its capacity as special servicer pursuant to that



By:  
Name  
Title

and  
10,



CESC Skyline LLC, a Delaware limited liability company  
[Name of Transferor].

By: Vornado Shenandoah Holdings, LLC, its managing member

By: Vornado Realty L.P., its managing member

By: Vornado Realty Trust, its general partner

By:  \_\_\_\_\_  
Name:  \_\_\_\_\_  
Title: Senior Vice President \_\_\_\_\_

United States of America

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