GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT ADDRESS OF PREMISES 6500 Sheriff Road Hyattsville, Maryland 20785-4362 TO LEASE AMENDMENT No. 1 TO LEASE NO. GS-11B-12560 PDN Number: N/A

THIS AMENDMENT is made and entered into between Exeter 6500 Sheriff LLC,

whose address is:

c/o Exeter Property Group

140 W. Germantown Pike, Suite 150 Plymouth Meeting, PA 19462-1434

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, effective upon execution by the Government, as follows:

1. Premises:

The premises covered by this Lease are 43,846 BOMA Rentable Square Feet (BRSF) [yielding 43,846 ANSI/BOMA Office Area Square Feet (ABOA)] consisting of warehouse, office, storage and related space, located on a portion of the first floor space, as well an additional sixteen (16) unreserved parking spaces in an area of the Government's choosing located directly adjacent to the leased premises.

2. Term:

This Lease shall be for a firm term of Ten (10) years beginning on June 1, 2013, and ending on May 31, 2023.

3. Annual Rent:

Subject to free rent as stated below, the Government shall pay the Lessor the annual rent of \$444,159.98 (\$10.13 per BRSF which equates to \$10.13 per ABOASF) at the rate of \$37,013.33 per month in arrears for years one through ten. Amount of Annual Rent is determined as follows:

	INITIAL TERM (FIRM): JUNE 1, 2013-MAY 31, 2023		
	ANNUAL RENT	ANNUAL RATE/RSF	
BUILDING SHELL RENT ¹	\$ 344,149.53	\$7.8490524	
TENANT IMPROVEMENTS RENT ²	\$ 34,156.03	\$0.779000⁴	
OPERATING COSTS	\$ 64,728.00	\$1.4762584	
BUILDING SPECIFIC SECURITY ³	\$ 1,126.42	\$0.0256904	
TOTAL ANNUAL RENT	\$ 444,159.98	\$10.1300004	

Building Shell Rent calculation: Rate shown is inclusive of base year real estate taxes.

4. Free Rent

Notwithstanding the foregoing, the rent shall be fully abated for seven (7) months and approximately twenty-three days (in the eighth month) equivalent in value to \$286,825.92. The adjusted Eighth Months' rent due shall be \$9,280.72.

5.	Commissions	and	Commission	Credit

In accordance with paragraph 2.5, "Broker Commissions" of the SFO, CBRE Inc. is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE, Inc have agreed to a cooperating lease commission of the Lease value. The total amount of the commission is CBRE has agreed to forego of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Government's Commission Credit is The Lessor agrees to pay the commission less the Commission Credit to the Broker totaling in accordance with the "Broker commission and Commission Credit" paragraph of the SFO 6MD0174, as well as the agreement between the Lessor and Broker dated February 2, 2012.

INITIALS:	12	&	
	LESSOR	-	GOV'T

²The Tenant Improvement Allowance is \$341,560.34 amortized at a rate of **0** percent per annum over **10** years.

³Building Specific Security Cost is \$8,175.00 amortized at a rate of **6.75** percent per annum over **10** years.

⁴Rates may be rounded.

	The Co	mmission (Credit of	shall be applie	d equally to	he ninth and tenth m	onths as follows:		
		Month Nine Rental Payment of \$37,013.33 minus prorated commission credit of equals adjusted Ninth Month's Rent.							
		nth Ten Re		37,013.33 minus pr	orated comm	ission credit of	equals	equals	
	The full	l rental pay	ment of \$37,013.	33 per month shal	I commence,	in arrears, beginning	g in the eleventh mo	nth.	
6.	Paragra	aph 7 of the	Standard Form	2 of the Lease is h	nereby amen	ded to include the ad	ditional documents	listed below:	
	L.	Unit Costs	siness Subcontra s for Adjustment, Jnit Price List, 2 p		es,				
7.	Amend	ment shall	govern. This Lea		arifies terms	ance of the Lease, the of the SF2 signed by null and void.			
This L	_ease An	nendment o	contains 2 pages.	1					
All oth	ner terms	and condi	tions of the lease	shall remain in fo	rce and effec	t.			
IN WI	TNESS \	NHEREOF	, the parties subs	scribed their name	s as of the be	elow date.			
FOR	THE LES	SSOR:			FOR THE	GOVERNMENT:			
Signa	ture:	[500	ATTAChed	//	Signature:				
Name					Name:	Kevin M. Terry	0.00		
Title: Entity	Name:				Title:	Lease Contracting GSA, Public Buildir			
Date:					Date:	-			
WITN	ESSED	FOR THE I	FSSOR BY:						
Signa	ture:								
Name		DOLA	- Fogal	TY					
Title:		- Fan	27/2014	e/					
	(*		- / /						

[SIGNATURE PAGE TO LEASE AMENDMENT NO. 1 – GS-11B-12560]

EXETER 6500 SHERIFF, LLC, a Delaware limited liability company

By: Exeter Operating Partnership, L.P., a Delaware limited partnership,

its sole member

By: Exeter Operating Partnership GP LLC, a Delaware limited liability company,

its sole general partner

By: Exeter Industrial REIT I,



Date: January 23, 2014