

<p align="center"><b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b></p> <p align="center"><b>LEASE AMENDMENT</b></p>	<p>LEASE AMENDMENT:</p> <p align="center">NO. 2</p> <hr/> <p>TO LEASE NO.:</p> <p align="center">GS-11P-LMD12610</p>
<p>ADDRESS OF PREMISES:</p> <p>3311 TOLEDO ROAD HYATTSVILLE, MD 20782</p>	<p>DATE:</p> <p align="center">12/13/2016</p>

**THIS AGREEMENT** made and entered into this date by and between **Hyattsville Office 2015 LLC**, whose address is:  
675 Third Avenue, Suite 2400  
New York, NY 10017

hereinafter called the LESSOR, and the **UNITED STATES OF AMERICA**, hereinafter called the GOVERNMENT:

**WHEREAS**, the parties hereto desire to amend the above Lease to establish the acceptance of the leased premises, agree on a full and final settlement for delay and incorporate the following modifications to the existing Lease terms.

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:

**A. ACCEPTANCE OF THE PREMISES:**

The Lessor has delivered the leased premises as substantially complete and the Government has accepted the entire premises on **September 2, 2016**.

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:**

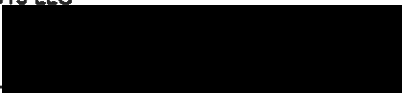
HYATTSVILLE OFFICE 2015 LLC

Signature:

Name:

Title:

Date:

  
Merr Cohen  
Authorized Signatory  
12/16/16

**FOR THE GOVERNMENT:**


Signature:

Name:

Title:

Agency:

Date:

  
Lisa Richmond  
Lease Contracting Officer  
GSA - Public Buildings Service  
12/13/2016


**WITNESSED FOR THE LESSOR BY:**

Signature:

Name:

Title:

Date:

  
Jane Lugo  
Asset Manager  
12/16/16

**B. LEASE TERM:**

The fifteen (15) year firm term of this Lease is hereby established commencing on November 1, 2016, and expiring on October 31, 2031.

**C. RENT COMMENCEMENT:**

Effective on November 1, 2016, the Government shall pay to the Lessor the total annual rent as set forth in Section 1.03 of the Lease, as amended below in this LA for the BSAC credit (see Paragraph D below), in the amount of **\$2,607,806.80**, (\$25.07507/RSF - \$27.19298/ABOA) for years 1-10, payable monthly in arrears in the amount of **\$217,317.24**. The first six (6) months of total annual rent shall be abated in their entirety. Accordingly, the rent for the 7<sup>th</sup>, 8<sup>th</sup>, & 9<sup>th</sup> months of the term as set forth in Section 1.04(B) of the Lease will be reduced as follows to incorporate the amended Commission Credit as set forth in Paragraph F below:

Seventh (7<sup>th</sup>) Month's (May 1, 2017 – May 31, 2017) payment of \$217,317.24 minus [REDACTED] of the Commission Credit, equals the adjusted 7<sup>th</sup> Month's Rent of [REDACTED]

Eighth (8<sup>th</sup>) Month's (June 1, 2017 – June 30, 2017) payment of \$217,317.24 minus [REDACTED] of the Commission Credit, equals the adjusted 8<sup>th</sup> Month's Rent of [REDACTED]

Ninth (9<sup>th</sup>) Month's (July 1, 2017 – July 31, 2017) payment of \$217,317.24 minus [REDACTED] of the Commission Credit, equals the adjusted 9<sup>th</sup> Month's Rent of [REDACTED]

The full monthly payment of \$217,317.24 for the entire premises will commence with the payment for the tenth (10<sup>th</sup>) month after commencement of the term (August 1, 2017 – August 31, 2017).

**D. TI ALLOWANCE AND BSAC:**

The Government has utilized the entire Tenant Improvement Allowance as set forth in Section 1.08 of the Lease, as amended, in the amount of **\$4,482,366.00**, and the remaining balance is **\$0.00**. Also, the Government has utilized \$378,215.43 of the available Building Specific Amortized Capital as set forth in Section 1.11 of the Lease, as amended, in the amount of **\$2,397,500.00**, and the remaining balance to be credited to the Government pursuant to Section 1.12(A) of the Lease is **\$2,019,284.57**. Pursuant to Section 1.12(A) of the Lease, the Government elects to apply this credit by reducing the annual rent by \$191,620.48 per annum, resulting in a revised annual rent of **\$2,607,806.80** for years 1–10 (\$2,799,427.28 - \$191,620.48), and a revised annual rent of **\$2,899,259.52** for years 11–15 (\$3,090,880.00 - \$191,620.48).

**E. OPERATING COSTS & REAL ESTATE TAXES:**

In accordance with Section 1.15 of the Lease, as amended, the operating costs base is **\$791,440.00**, and in accordance with Section 1.13 of the Lease, as amended, the percentage of occupancy for purposes of real estate tax adjustments is **55.19%**.

**F. BROKER COMMISSION:**

In accordance with Section 1.04 of the Lease, the total Commission earned by Jones Lang LaSalle Americas, Inc. (Broker) is hereby revised to incorporate the BSAC credit stipulated in Paragraph D above. The total Commission as amended under Section 1.04(A) of the Lease is [REDACTED] and the revised Commission Credit under Section 1.04(A) of the Lease to be credited to the shell rent is [REDACTED]. The remaining amount of the Commission in the amount of [REDACTED] shall be paid to the Broker. Since the Lessor already paid [REDACTED] to the Broker at lease execution, the balance due and owing as final payment of the Commission is [REDACTED]

**G. DELAY SETTLEMENT:**

The Lessor has agreed to accept, and the Government has agreed to pay to the Lessor, a lump sum payment of **\$1,880,531.50** in full and final settlement of the Government delay in acceptance of the Premises for the period through October 31, 2016. Upon receipt of this payment, which is due within sixty (60) days of the effective date of this Lease

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Amendment, neither party has any remaining cause of action with respect to the rent start, lease commencement, and delay associated with the build out of the space under Lease through October 31, 2016. Notwithstanding the foregoing, the parties mutually agree that the Lessor shall have the right and option to submit a separate claim to the Contracting Officer for the systems furniture provided in the swing space during the period of Government delay, which claim has been expressly removed from this Delay Settlement and is not part of the mutual release referenced above.

H. CONFLICTS:

In the event of a conflict between this Lease Amendment and the other documents that are part of the Lease, including all Exhibits, this Lease Amendment shall govern.

This document will not constitute an obligation until the date of execution by the Government. Therefore, while payments may be made retroactively, no monies whatsoever are due until sixty (60) days after the date of execution by the Government. Any amount due will not accrue interest until that time.

All other terms and conditions of the Lease shall remain in full force and effect.

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