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| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b><br><br><b>LEASE AMENDMENT</b> | LEASE AMENDMENT No. <u>7</u>     |
|   | TO LEASE NO. <u>GS-03B-09308</u> |
| ADDRESS OF PREMISES <u>14700 Townsend Road<br/>Philadelphia, PA 19154-1025</u>                    | PDN Number:                      |

**THIS AGREEMENT**, made and entered into this date by and between

**BIT Holdings Eighteen Inc.**

whose address is: **1601 K Street NW  
Suite 1100  
Washington, DC 20006-1715**

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 lease term, establish the rent, and accept tenant improvement build-out that is amortized into the rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective as follows:

A) Paragraph 2 and 3 of the Standard Form 2 is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof.

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 1, 2012 through November 30, 2032, subject to termination and renewal rights as may be hereinafter set forth.

B) Paragraph 12 of the Rider to the Lease is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof.


"12. In accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of.

This Lease Amendment contains 4 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:**

Signature:   
Name: William K. Mihun  
Title: Vice Pres. / Asst. Sec.  
Entity Name: BIT HOLDINGS EIGHTEEN INC.  
Date: 12-12-12

**FOR THE GOVERNMENT:**

Signature:   
Name: Ellen Beears  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, \_\_\_\_\_  
Date: 11/3/2013

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: William R. H. Teal  
Title: Asst. Manager  
Date: 12-12-12

**Years 1 through 5:**

The total annual rent of **\$2,330,914.91** breaks down as follows\*:

Shell rent: **\$1,663,290.00** per year

Amortized annual cost for Tenant Improvements\*: **\$419,010.91** per year

Interest rate at which Tenant Alterations are amortized: **10%**

Annual Cost of Services: **\$248,614.00** per year, plus accrued escalations per paragraph 4.3. "Operating Costs"

**Years 6 through 10:**

The total annual rent of **\$2,456,914.91** breaks down as follows\*:

Shell rent: **\$1,789,290.00** per year

Amortized annual cost for Tenant improvements\*: **\$419,010.91** per year

Interest rate at which Tenant Alterations are amortized: **10%**

Annual Cost of Services: **\$248,614.00** per year, plus accrued escalations per paragraph 4.3. "Operating Costs"

**Years 11 through 15:**

The total annual rent of **\$2,591,914.91** breaks down as follows\*:

Shell rent: **\$1,924,290.00** per year

Amortized annual cost for Tenant Improvements\*: **\$419,010.91** per year

Interest rate at which Tenant Alterations are amortized: **10%**

Annual Cost of Services: **\$248,614.00** per year, plus accrued escalations per paragraph 4.3. "Operating Costs"

**Years 16 through 20:**

The total annual rent of **\$2,319,000.00** breaks down as follows:

Shell rent: **\$2,070,386.00** per year

Annual Cost of Services: **\$248,614.00** per year, plus accrued escalations per paragraph 4.3. "Operating Costs"

\*The Government has spent **\$3,249,340.18** for Tenant Improvements, which is included in the rent, using the **10%** amortization rate over the firm terms of **15 years**. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the **10%** amortization rate. See attached Exhibit-Change Order Log."

INITIALS:

  
LESSOR

&

  
GOVT