

<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES</p> <p align="center">SUPPLEMENTAL LEASE AGREEMENT</p>	<p>SUPPLEMENTAL AGREEMENT No. 2</p>	<p>DATE APR 24 2012</p>
<p>ADDRESS OF PREMISE 3701 Koppers Street Baltimore, MD 21227-1024</p>	<p>TO LEASE NO. GS-03B-12001</p>	
<p>THIS AGREEMENT, made and entered into this date by and between</p> <p align="center">BPG Office VI Koppers LP</p> <p>whose address is c/o The Buccini/Pollin Group, Inc 322 A Street- Suite 300 Wilmington, DE 19801-5354</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to incorporate expansion space, remove the 90% Construction Document cost estimate, and remove purchasing of appliances from Lessor's Scope of Work.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>upon execution by the Government</u>, as follows:</p> <p>A. Paragraph 1 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof: "1. The Lessor hereby leases to the Government the following described premises:</p> <p>45,867 Rentable Square Feet yielding approximately 43,404 ANSI/BOMA Office Area square feet and related space located on the First and Second Floors, at 3701 Koppers Street, Baltimore, MD 21227-1024, together with 7 free surface parking spaces, surrounded by fencing, as depicted on Exhibits A and B and E (Exhibit E is attached to this SLA)</p> <p>to be used for such purposes as determined by the General Services Administration."</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p>		
<p>IN WITN</p>	<p>LESSOR _____ subscribed their names as of the above date.</p>	<p>_____</p>
<p>BY _____</p>	<p>(Signature)</p>	<p><i>Christopher F. Buccini</i> <i>Authorized Signatar</i> _____ (Title)</p>
<p>IN THE PRESENCE OF</p>	<p>_____</p>	<p>_____</p>
<p>BY _____</p>	<p>(Signature)</p>	<p><i>322 A Street, Suite 300</i> <i>Wilmington, DE 19801</i> _____ (Address)</p>
<p>UNITED STATES OF AMERICA</p>		
<p>BY _____</p>	<p>_____</p>	<p>Contracting Officer _____ (Official Title)</p>

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Lessor Government

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B. Paragraph 6 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.
- B. The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]*. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. Prior to execution of this Supplemental Lease Agreement (SLA) #2, Lessor has paid the Broker [redacted]. The remaining balance of [redacted] shall be due to the broker.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in the below schedule for adjusted Monthly Rent.

C. As consideration for removing the LEED Silver requirements from this lease (as documented in SLA Number 1) Lessor agrees to further reduce the first month's rent by an additional \$15,000.00 as indicated in the below schedule for adjusted Monthly Rent:

First (1st) Month's Rental Payment of \$113,606.09 minus prorated Commission Credit [redacted] minus \$15,000.00 rent credit equals [redacted] adjusted First Month's Rent.*

Second (2nd) Month's Rental Payment of \$113,606.09 minus prorated Commission Credit of [redacted] equals [redacted] adjusted second (2nd) Month's Rent.*

Third (3rd) Month's Rental Payment of \$113,606.09 minus prorated Commission Credit of [redacted] equals [redacted] adjusted third (3rd) Month's Rent.*

Fourth (4th) Month's Rental Payment of \$113,606.09 minus prorated Commission Credit of [redacted] equals [redacted] adjusted fourth (4th) Month's Rent.*

The fifth (5th) Month's Rental Payment shall commence in full.

*subject to adjustment upon determination of actual TI expenditure"

C. Paragraph 10 of the Rider of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"10. The total percentage of space occupied by the Government under the terms of the lease is equal to 60.37% percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 45,867 rentable square feet by the total building space of 75,980 rentable square feet."

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D. Paragraph 12 of the Rider of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof :

"12. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within 120 calendar days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for fifteen (15) consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, 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:

Years 1 through 10:

The total annual rent of \$1,363,273.11 breaks down as follows:

Shell Rent: \$882,939.75 per year

Amortized annual cost for Tenant Improvement Allowance*: \$233,956.58 per year

Amortized annual cost for Building Specific Security: \$6,951.04 per year

Interest rate at which BSS and Tenant Alterations are amortized: 6.5%

Annual Cost of Services: \$239,425.74 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Years 11 through 15:

The total annual rent of \$1,122,365.49 breaks down as follows:

Shell Rent: \$882,939.75 per year

Annual Cost of Services: \$239,425.74 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$1,717,017.10 or \$39.56 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 6.5% amortization rate over the firm term of ten (10) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 6.5% amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements."

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E. Paragraph 5.10- C. of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof :

"C. WORKING/CONSTRUCTION DRAWINGS:

The Lessor shall prepare, out of the Tenant Improvement Allowance, construction documents for the improvements illustrated on the Government-approved design intent drawings. The construction documents shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Construction documents shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's construction documents shall be due to the Government at a 50% completion stage within twenty-one (21) calendar days of the Government's approval of the design intent drawings. The Lessor's 90% construction document submittal shall be submitted fourteen (14) calendar days after the Lessor has received the Government's review comments on the 50% documents. The Lessor's Bid Documents (100% CDs) shall be submitted fourteen (14) calendar days after the Lessor has received the Government's comments on the 90% construction documents. All Construction documents shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others."

F. The note associated with the Break Room on Page 92 of the lease "Joint Use Space" is hereby amended by deleting the requirement for "Lessor to provide one energy star rated 1.8 c.f. microwaves and one 21 c.f. refrigerator/freezer, white in color, at the rate of 1 per 40 employees. Lessor will be reimbursed via lump sum."

The Government shall purchase these appliances.

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