

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 7
	TO LEASE NO. GS-03B-12001
ADDRESS OF PREMISES 3701 Koppers Street Baltimore, MD 21227-1024	PDN Number: N/A

THIS AMENDMENT is made and entered into between

**BPG Office VI Koppers LP**

whose address is: c/o The Buccini/Pollin Group, Inc  
322 A Street, Suite 300  
Wilmington, DE 19801-5354

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 square footage and establish the annual rent.**



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 11/21/2013 as follows:

- A. The Lease Term Commencement Date is hereby established as November 21, 2013. The lease term is established as November 21, 2013 through November 20, 2028.
- B. Paragraph 1 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:
  - A. **Office and Related Space:** 45,867 rentable square feet (RSF), yielding 43,404 ANSI/BOMA Office Area (ABOA) square feet (SF) of office 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.

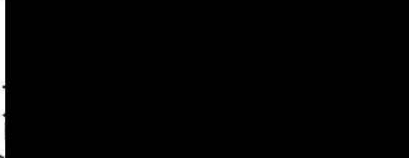


This Lease Amendment contains 2 pages.

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:


**FOR THE LESSOR:**

Signature:   
Name:   
Title: Authorized Signatory  
Entity Name: BPG Office VI KOPPERS LP  
Date: 11/21/2013

**FOR THE G**

Signature:   
Name:   
Title:   
GSA, Public Buildings Service, at ROB  
Date: 11/26/2013

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: MICHAEL TURICK  
Title: VP BPG Real Estate Services  
Date: 11/21/2013

C. Paragraph D of SLA #2 is hereby amended by deleting the existing text and inserting in lieu thereof the following:

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$882,939.75	\$882,939.75
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$233,956.58	\$0.00
OPERATING COSTS <sup>3</sup>	\$239,425.74	\$239,425.74
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$6,951.04	\$0.00
PARKING	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$1,363,273.11</b>	<b>\$1,122,365.49</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$19.25 per RSF multiplied by 45,867 RSF

<sup>2</sup>The amortized Tenant Improvement Allowance of \$1,717,017.10 is amortized at a rate of 6.5 percent per annum over 10 years.

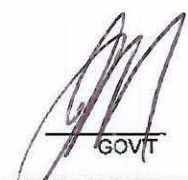
<sup>3</sup>Operating Costs rent calculation: \$5.22 per RSF multiplied by 45,867 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$51,013.97 are amortized at a rate of 6.5 percent per annum over 10 years

INITIALS:

  
LESSOR

&

  
GOVT