

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 2

TO LEASE NO. GS-03P-LVA00029

ADDRESS OF PREMISES

North Stafford Center for Business and Technology
50 Tech Parkway
Stafford, VA 22556-1818

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

50 Tech Parkway GEG LLC

whose address is

505 Huntmar Park Drive
Suite 245
Herndon, VA 20170

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 reflect a Change of Ownership/Payee.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective ~~May 21 2018~~ **SEP 01 2018 CT**, as follows:

1. The heading of this lease is amended by deleting the text following "entered into between" and up to "and whose interest in the Property..." and substituting, in lieu thereof, the following: 50 Tech Parkway GEG LLC (Lessor), whose principal place of business is 505 Huntmar Park Drive, Suite 245, Herndon, VA 20170.
2. Lessor shall update any new payee information as per lease contract section 1.03. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor.

GSA Form 3518-SAM and Novation Agreement are attached hereto and made a part of this Lease Amendment No. 2.

This LA contains 6 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: Jordan K. Totoni

Title: President of Golden Eagle Group Inc

Entity Name: Manager of 50 Tech Parkway

Date: 8/1/18 DEB LLC

FOR THE GOVERNMENT:

Signature: _____

Name: CHRISTOPHER E. TINARI

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 8/8/18

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: William A. Gray

Title: Director - Golden Eagle Group, Inc.

Date: 8/1/18

NOVATION AGREEMENT

REDUS One, LLC (Transferor), a corporation duly organized and existing under the laws of Delaware with its principal office in Charlotte, NC; 50 Tech Parkway GEG, LLC (Transferee), a corporation duly organized and existing under the laws of Virginia with its principal office in Herndon, VA; and the United States of America (Government) enter into this Agreement as of May 22nd, 2018.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the General Services Administration, has entered into that certain lease with the Transferor, namely: GS-03B-11337 and GS-03P-LVA00029. The term "Lease," as used in this Agreement, means the above described lease, including all modifications, made between the Government and the Transferor or its predecessor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under the Lease). Included in the term "Lease" are also all modifications made under the terms and conditions of the Lease between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of May 22nd, 2018, the Transferor has transferred to the Transferee all the assets of the Transferor involved in performing its obligations under the Lease by virtue of a Special Warranty Deed of the property between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the Transferor involved in performing the Lease by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the Lease by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the Lease.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Lease.

(7) Evidence of the above transfer has been filed with the Government.

(8) Transferor and Transferee represent that the transfer has been properly effected and agree that the Government may rely on this representation.

(9) Transferee will abide by Clause 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, contained within the Lease.

(b) In consideration of these facts, the parties agree that by this Agreement—

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease.

(2) The Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Lease as if the Transferee were the original party to the Lease.

(3) The Transferee is bound by all previous actions taken by the Transferor with respect to the Lease, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Lease as if the Transferee were the original party to the Lease. Following the effective date of this Agreement, the term "Lessor," as used in the Lease, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee—

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The Lease shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

(SIGNATURE PAGE FOLLOWS)

INITIALS

LESSOR

CT
GOVERNMENT

UNITED STATES OF AMERICA.

By _____

Title CONTRACTING OFFICER

REDUS ONE, LLC,

BY REDUS PROPERTIES, INC., A DELAWARE CORPORATION ITS SOLE MEMBER

By _____

Title VICE PRESIDENT

[Corporate Seal]

50 TECH ROAD WAY GEG, LLC,

By: Golden Eagle Group, Inc. Its Manager

Irfan K. Totanji - President

[Corporate Seal]

CERTIFICATE

RYAN SANSAVERA

I, _____, certify that I am the Vice President of REDUS PROPERTIES, INC. that I, who signed this Agreement for this corporation, was then Vice President of this corporation, and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of MAY 22 20 18.

By _____

[Corporate Seal]

CERTIFICATE

Irfan K. Totanji

I, _____, certify that I am the President of Golden Eagle Group, Inc., that I, who signed this Agreement for this corporation, was then President of this corporation, and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of MAY 23 20 18.

By _____

[Corporate Seal]

INITIALS

CT
GOVERNMENT