GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 27 TO LEASE NO. GS-11P-LMD01953
ADDRESS OF PREMISES: Retail IV 6511 America Blvd. Hyattsville, MD 20782-2709	PDN NUMBER: Not Applicable

THIS AMENDMENT is made and entered into between BE UTC GSA THEATRE LLC

whose address is BE UTC GSA THEATRE LLC
5410 Edson Lane, Suite 220
Rockville, MD 20852

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease.

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:

1. This Lease Amendment (LA) is issued to extend this Lease from April 1, 2018 to March 31, 2022 (the "Extended Term"). The Government shall have the right to terminate this Lease by giving notice to Lessor during the 30 days following the first year of the Extended Term. If the Government exercises this right, the Lease shall terminate 180 days following Lessor's receipt of said notice.

2. The annual rent for the Extended Term shall be $1,649,079.22, payable at a rate of $137,423.27 per month in arrears. The annual rent is inclusive of two official government vehicles parking spaces in the parking garage at no added cost.

3. The Government agrees to accept the Leased Premises and the Building Shell Requirements as "existing", and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or condition are to be "in good repair and tenantable condition" at the time of the Lease Extension commencement date or any other specified dates(s). The acceptance of

This document will not constitute a payment until the date of execution by the Government, which shall be within thirty (30) days of the Government's receipt of the LA executed by the Lessor. As a result, even though payments may be made retroactively, no money whatsoever is due under this agreement until thirty (30) days after the date of executions by the Government's Lease Contracting Officer. Any amount due thereunder will not accrue interest until that time.

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.

This Lease Amendment contains 5 pages.

FOR THE LESSOR:

Signature: (b) (6) [redacted]
Name: Brian Berman
Title: Authorized Person
Entity Name: BE UTC GSA Theatre LLC
Date: 7/11/17

FOR THE GOVERNMENT:

Signature: (b) (6) [redacted]
Name: Theresa Singleton
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 9/7/17

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6) [redacted]
Name: Theresa Renee Mitchell
Title: Executive Assistant
Date: 7/11/17

the Leased Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the lease.

4. The square footage shall remain the same at 54,497 BRSF / 50,955 ABOASF.

5. The base operating cost is (b) (4) [redacted] [see updated GSA Form 1217 in Exhibit A] and CPI adjustments shall continue throughout the Extended Term, in accordance with paragraph 3.7 of the SFO 06-018. The next CPI adjustment shall be due on April 1, 2019.

6. The real estate tax base year shall be established using April 1, 2017 to March 31, 2018 time frame. The Government shall continue to pay to Lessor annual real estate tax adjustments over the newly established base year throughout the Extended Term in accordance with paragraph 3.5 of the SFO. The percentage of occupancy shall remain at 83.82%.

7. Reservation of Rights - The parties hereby acknowledge and agree that the Government has made claims regarding prior years' real estate tax adjustments. Nothing in this LA is intended to prejudice either party's rights or interests with regard to such claims, and it is the intention of both the Lessor and the Government that any adjustments to the Lease arising from settlement and resolution of these claims be reflected in a future LA to be mutually agreed upon.

INITIALS: LESSOR BCB GOV'T LA