GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 34 TO LEASE NO. GS-11B-01842
ADDRESS OF PREMISES 2115 E. JEFFERSON ST. ROCKVILLE, MD 20852	PDN Number:

THIS AMENDMENT is made and entered into between

GPT PROPERTIES TRUST

whose address is: 255 Washington St., Suite 300
Newton, MA 02458-1634

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 provide for an additional three year term from November 17, 2017 through November 16, 2020, on the following terms and conditions.

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 November 17, 2017, as follows:

A. Use of the GSA FORM 276, Supplemental Lease Agreement has been discontinued. All references in the Lease to "GSA Form 276" or to "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

B. The term of the Lease is hereby extended for an additional period of three years, commencing November 17, 2017 and expiring on November 16, 2020, subject to the Government's termination right set forth in Paragraph E below.

C. Effective November 17, 2017 through July 16, 2020, the Government shall pay the Lessor fully serviced annual rent of $2,601,532.00 (equivalent to $29.00 per RSF for 89,708 RSF) payable at a rate of $216,794.33 per month in arrears (inclusive of CPI adjustments accrued through November 1, 2017), subject to continuing annual adjustments for increases or decreases in operating costs and real estate taxes in accordance with the terms previously established under the Lease. Rent for a lesser period shall be prorated. Because the tenant improvement allowance provided in the original Lease has been fully amortized, the foregoing annual rent does not include any tenant improvement allowance.

This Lease Amendment contains 3 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:

GPT PROPERTIES TRUST

BY: (b) (6) [redacted]

Name: David M. Blackman
Title: President and Chief Operating Officer
Date: September 5, 2017

FOR THE GOVERNMENT:

Signature: (b) (6) [redacted]
Name: James Phelan
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 10/23/17

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6) [redacted]
Name: Krista Courtney
Title: Executive Assistant
Date: September 5, 2017

D. Effective July 17, 2020 through November 16, 2020, the Government shall pay the Lessor fully serviced annual rent of $2,825,802 (equivalent to $31.50 per RSF for 89,708 RSF) payable at a rate of $235,483.50 per month in arrears (inclusive of CPI adjustments accrued through November 1, 2017), subject to continuing annual adjustments for increases or decreases in operating costs and real estate taxes in accordance with the terms previously established under the Lease. Rent for a lesser period shall be prorated. The foregoing annual rent does not include any tenant improvement allowance.

E. Notwithstanding the foregoing, the Government may terminate this Lease effective at any time on or after July 17, 2020, by giving at least ninety (90) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

F. Pursuant to Paragraph 3.2 of the Lease "Tax Adjustment", the Government's percentage of occupancy within the subject building for the purpose of calculating future Tax Adjustments as provided by the Lease shall be 69.7329% and the total building square footage is determined to be 128,645 BOMA rentable square feet. The Real Estate Tax Base shall remain unchanged at $159,730.24.

G. Pursuant to Paragraph 3.4 of the Lease "Operating Costs", the escalated operating costs as of November 1, 2017 are (b) (4) [redacted] per RSF. For purposes of calculating the operating cost adjustment effective November 2, 2017, the escalated operating costs shall be (b) (4) [redacted] The operating cost adjustment due November 2, 2017 shall be paid to the Lessor in addition to the annual rent stated in Paragraph B. of this LA.

H. Savills Studley, Inc. is the only authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and Savills Studley have agreed to a cooperating lease commission of three percent (b) [redacted] of the lease value for the firm term, from November 17, 2017 through July 16, 2020. The total amount of the Commission is (b) (4) [redacted] which is earned upon execution of this Lease Amendment, and is payable according to the Commission Agreement signed between the two parties. Only (b) (4) [redacted] of the Commission will be payable to Savills Studley, Inc., with the remaining (b) (4) [redacted] which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit.

The shell portion of the rental payments due and owing for the month of November 2017 shall be reduced to fully recapture the Commission Credit as indicated in this schedule for adjusted Monthly Rent:

November 2017 Rental Payment of (b) (4) [redacted]
RSF divided by 30 days) plus 14 days at (b) (4) [redacted]
minus the Commission Credit of (b) (4) [redacted] adjusted November 2017 Rent.

I. The Government shall accept and continue to occupy the leased premises in their "as-existing" condition. The acceptance of the premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the Lease which shall be performed in accordance with the standards set forth in the Lease. Lessor represents that, to Lessor's knowledge, the premises are in good repair and tenantable condition as of the date hereof. Lessor shall have no further obligation to perform cyclical painting or carpet replacement.

J. The Government shall continue to have the right to control access to the parking lot for as long as the Government is the sole tenant in the building and no space in the building is leased to a non-federal tenant. Except as otherwise provided by Paragraph 7.10(E) of the Lease, in the event that the Government is not the sole tenant in the building and space in the building is leased to a non-federal tenant, the Government shall: (i) be entitled to procure only its percentage of occupancy share of the parking, (ii) raise the parking gate arms, (iii) remove the security guard from the parking lot, (iv) turn off and disconnect the data watch access control system at the parking gates, and (v) no longer have the right to (A) inspect vehicles, (B) control access to the parking lot, (C) stack park cars, or (D) retain a parking attendant. The cost for parking in the parking lot for the term commencing on November 17, 2017 will be negotiated in a separate agreement between Lessor and the Government, acting by and through the National Institutes of Health.

K. The Government shall continue to have the right to implement access control measures within its leased office space and as otherwise provided by Paragraph 7.10(E) of the Lease. In addition, the Government shall continue to have the right to house its security guards and desk in the main building lobby for as long as the Government is the sole tenant in the building and no space in the building is leased to a non-federal tenant. Effective November 17, 2017, and continuing until such time as any office space in the building is occupied by a non-federal tenant, the Government and Lessor shall cooperate and work together

INITIALS: _____ LESSOR & _____ GOV'T

in good faith to limit access to unoccupied, non-federally leased space by unauthorized persons, and conversely to ensure that authorized persons are granted free access without interference. To that end, the Lessor shall provide the Government with advance notice of all firms and individuals who are authorized to be granted free access to unoccupied, non-federally leased space and/or who are authorized to escort unidentified persons within such space. Such notice shall be provided to both GSA and the tenant agency as follows:

a. Jim Phelan, GSA LCO
301 7th St., SW
Room 3660
Washington, DC 20407
Jim.phelan@gsa.gov

b. Ronald Farrar, NIH FM
6705 Rockledge Dr., Rm 301J
Bethesda, MD 20892
farrarr@ors.od.nih.gov

Such authorization shall continue until revoked by the Lessor unless the notification clearly states that the authorization is for a limited time period only. Such authorized firms and persons shall access unoccupied, non-federally leased space by providing their name and, if requested, providing appropriate identification. If requested by the Lessor, such authorized firms and persons shall also be entitled to escort unidentified persons within unoccupied, non-federally leased space. In the event that non-federal tenants occupy space in the building, the Lessor shall, upon request by the Government and at the Government's sole cost and expense, reprogram the elevators with electronic key pads for secured access by the Government tenants only for all floors which the Government fully occupies.

L. The parties hereby stipulate and agree that upon full execution of this Lease Amendment by both the Lessor and the Government, the Government will have satisfied the requirement set forth in Paragraph J of LA 19 to Lease No. GS-11B-01909 to renew or extend Lease No. GS-11B-01842 for a term coterminous with Lease No. GS-11B-01909, thereby rendering the Lessor's termination right under Paragraph J of LA 19 to Lease No. GS-11B-01909 null and void.

M. This document shall not constitute a payment obligation until the date of its execution by the United States. As a result, except as specifically discussed elsewhere in this LA, even though payments are to be made retroactively, no moneys whatsoever are due under this agreement until thirty (30) days after its execution.

INITIALS: _____ & _____
LESSOR GOV'T