SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Second Amendment") is executed this 29 day of June, 2017 (the "Second Amendment Effective Date"), by and between **BSREP II MD OFFICE MONROE LLC**, a Delaware limited liability company ("Landlord"), and **MONTGOMERY COUNTY, MARYLAND** ("County").

RECITALS:

WHEREAS, Washington Real Estate Investment Trust ("Predecessor") and County entered into that certain Lease Agreement dated July 16, 2007, as amended by that certain First Amendment to Lease ("First Amendment") dated January 23, 2013 (collectively, the "Lease") whereby County leases from Landlord approximately 10,342 rentable square feet of space known as Suite 300 located on the third floor of the building commonly known as 51 Monroe Street, Rockville, Maryland 20850 (the "Leased Premises");

WHEREAS, Landlord is the successor in interest to Predecessor;

WHEREAS, the Term of the Lease expires January 31, 2018, and County desires to extend the Term of the Lease;

WHEREAS, Landlord and County desire to correct the rentable square footage of the Leased Premises from 10,342 to 10,433 rentable square feet; and

WHEREAS, Landlord and County desire to amend certain provisions of the Lease to reflect the foregoing and other changes to the Lease.

NOW, THEREFORE, in consideration of the rent reserved herein and their mutual undertakings, Landlord and County agree as follows:

AMENDMENTS:

1. Recitals. The Recitals set forth above are hereby incorporated by reference. In the event of any inconsistency between the provisions of this Second Amendment and the Lease, the terms and provisions of this Second Amendment shall govern and control. All provisions of the Lease not expressly modified or amended hereby shall be reaffirmed and remain in full force and effect. Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Lease.

2. Leased Premises. In order to correct and update the rentable square footage of the Leased Premises, the description of the Leased Premises set forth in the Lease and in Paragraph 5 of the First Amendment is amended to replace the reference to "10,342 rentable square feet" with "10,433 rentable square feet", and the Leased Premises is depicted on **Exhibit A-1** attached hereto and incorporated herein by this reference, which replaces and supersedes Exhibit A attached to the original Lease.

3. Term. The Term of the Lease is hereby extended for a period of thirty-nine (39) months (such period, the "Second Extended Term") commencing on February 1, 2018 (the "Second Extended Commencement Date") and expiring on April 30, 2021 (the "Expiration Date"). Upon execution hereof, any and all references in the Lease or this Second Amendment to Term shall include the Second Extended Term.

4. Amendment of Paragraph 3. Option to Extend Term. Effective as of the Second Extended Commencement Date, Paragraph 3 of the Lease is hereby deleted in its entirety and replaced with the following:

"OPTION TO EXTEND TERM. Provided that (i) no default has occurred and is then continuing, and (ii) the tenant originally named herein remains in possession of and has been continuously operating in the entire Premises throughout the Term, County shall have one (1) option to extend the Term for one (1) additional period of three (3) years (the "Renewal Term"). The Renewal Term shall be upon the same terms and conditions contained in the Lease except (x) County shall not have any further option to extend, (y) any improvement allowances or other concessions applicable to the Leased Premises under the Lease shall not apply to the Renewal Term, and (z) the minimum annual rent for the Renewal Term shall be an amount equal to 100% of the then prevailing fair market rental rate, including fair market leasing concessions, for renewal space of comparable size and quality in comparable office buildings in the downtown Rockville market (the "Fair Market Rent"). County shall exercise such option by delivering to Landlord, no later than two hundred seventy (270) days and no sooner than three hundred sixty-five (365) days prior to the expiration of the current Term, written notice of County's desire to extend the Term.

County's failure to properly exercise such option shall be deemed a waiver of such option. If County properly exercises its option to extend, Landlord shall notify County of the Fair Market Rent no later than ninety (90) days prior to the commencement of the Renewal Term (the "Landlord's Determination"). County shall be deemed to have accepted the Landlord's Determination of Fair Market Rent if it fails to deliver to Landlord a written objection thereto (such notice of objection, "County's Notice") within five (5) business days after delivery thereof to County. If County timely objects to Landlord's Determination, and Landlord and County fail to agree as to the Fair Market Rent within thirty (30) days after the giving of County's Notice, then the Fair Market Rent shall be determined as follows: a senior broker of a Rockville, Maryland leasing brokerage firm (the "Baseball Arbitrator") shall be selected and paid for jointly by Landlord and County. If Landlord and County are unable to agree upon the Baseball Arbitrator, then the same shall be designated by the American Arbitration Association ("AAA"), under its then-current commercial arbitration rules. The Baseball Arbitrator selected by the parties or designated by the AM shall have at least ten (10) years' experience in (A) the leasing of first class office space in Rockville, Maryland, or (B) the appraisal of comparable office buildings in Rockville, Maryland. Landlord and County shall each submit to the Baseball Arbitrator and to the other Landlord's Determination and County's determination of the Fair Market Rent of the Leased Premises. The Baseball Arbitrator may not select any other rental value for the Leased Premises, other than the ones submitted by Landlord and County. The determination of the Baseball Arbitrator so-selected or designated shall be binding upon Landlord and County shall serve as the basis for the determination of the minimum annual rent payable for the Renewal Term. After a determination has been made of the Fair Market Rent, the parties shall execute and deliver an instrument setting forth the Fair Market Rent, but the failure to so execute and deliver any such instrument shall not affect the determination of Fair Market Rent. County acknowledges and agrees that County may not rescind or revoke any exercise of its option hereunder."

5. Amendment of Paragraph 4. Rent. Paragraph 4 of the Lease is hereby amended to include the following schedule of Rent:

"Second Extended Term	Minimum Annual Rent	Monthly Installment	$ per RSF per Annum
February 1, 2018 – April 30, 2018	0*	0*	0*
May 1, 2018 – January 31, 2019	$318,206.50	$26,517.21	$30.50
February 1, 2019 – January 31, 2020	$327,752.70	$27,312.72	$31.42
February 1, 2020 – January 31, 2021	$337,585.28	$28,132.11	$32.36
February 1, 2021 – April 30, 2021	$347,712.83	$28,976.07	$33.33

* In consideration for County's compliance with the terms and conditions set forth in this Lease, County shall not be required to pay the monthly installment of minimum annual rent for the first three (3) months of the Second Extended Term in the amount of $79,551.63. County shall pay additional rent on the Leased Premises as provided in the Lease and this Second Amendment during the entire Term of this Lease.

6. County's Acceptance of the Leased Premises. County is presently in possession of the Leased Premises, has inspected same, and accepts **"AS IS"** without representation or warranty by Landlord of any kind and with the understanding that Landlord is under no obligation to make any structural or other alterations, decorations, additions, improvements, renovations or other changes in or to the Leased Premises, except that Landlord, at its sole cost and expense, shall steam clean the carpet throughout the Leased Premises on a one-time basis.

7. Notice and Place of Payment. Landlord's rent payment address set forth in Paragraph 4 of the Lease, and Landlord's notice addresses set forth in Paragraph 35 of the Lease and Paragraph 16 of the First Amendment, are hereby deleted and the following are substituted in lieu thereof:

"Landlord's Notice Addresses:

BSREP II MD OFFICE MONROE LLC
c/o Brookfield Property Group
750 9th Street NW, Suite 700
Washington, DC 20001
Attention: Greg Meyer

With a copy to:
BSREP II MD OFFICE MONROE LLC
c/o Brookfield Real Estate Opportunity Fund
Three World Financial Center
250 Vesey Street, 15th Floor
New York, New York 10281
Attention: Asset Manager

AND

Angela Stephens Tarter, Esq.
Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, Indiana 46204
Landlord's Address for Payment of Rent:

If delivered via US Mail:
BSREP II MD OFFICE MONROE LLC
51 Monroe Street
Post Office Box 780571
Philadelphia, Pennsylvania 19178-0571

If delivered via overnight courier:
BSREP II MD OFFICE MONROE LLC
51 Monroe Street
LOCKBOX #780571
WELLS FARGO BANK
MAC Y1372-045
401 MARKET STREET
PHILADELPHIA, PENNSYLVANIA 19106

Or such other place as Landlord may designate from time to time."

8. Brokers. Landlord and County each represent and warrant to the other that it has not employed any broker in connection with this Second Amendment transaction, except Cushman & Wakefield, Philip Dickinson who represents the interests of Landlord (the "Landlord's Broker"). Said Landlord's Broker shall be paid a brokerage commission pursuant to a separate agreement between Landlord and Landlord's Broker, and Landlord and County each shall indemnify and hold harmless the other from and against any claims for brokerage commission or other commission arising by reason of a breach by the indemnifying party of the aforesaid representation and warranty.

9. Effect of Amendment. Except as hereby amended, the Lease remains in full force and effect, and as amended herein, is hereby ratified, reaffirmed and approved and shall be binding upon County and Landlord and their successors and assigns.

10. No Defaults. County certifies that, as of the execution hereof, there are no defaults or unfulfilled obligations of County or Landlord under the Lease.

11. Authority. County hereby covenants, warrants and represents: (1) that each individual executing or attesting and delivering this Lease on behalf of County is duly authorized to do so; (2) that this Lease is binding upon County; and (3) that the execution and delivery of this Lease by County will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other agreement, contract or instrument to which County is a party or by which County may be bound.

12. Counterparts. This Second Amendment may be executed simultaneously in two or more counter parts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

13. Examination of Amendment. SUBMISSION OF THIS INSTRUMENT FOR EXAMINATION OR SIGNATURE BY COUNTY DOES NOT CONSTITUTE A RESERVATION, OFFER OR OPTION FOR AN AMENDMENT TO THE LEASE, AND IT IS NOT EFFECTIVE AS AN AMENDMENT TO THE LEASE OR OTHERWISE UNTIL EXECUTION BY BOTH LANDLORD AND COUNTY.

14. LANDLORD AND LANDLORD'S AGENTS HAVE MADE NO WARRANTIES, REPRESENTATIONS OR PROMISES (EXPRESS OR IMPLIED) WITH RESPECT TO THE LEASED PREMISES, THE BUILDING OR ANY OTHER PART OF THE PROJECT (INCLUDING, WITHOUT LIMITATION, THE CONDITION, USE OR SUITABILITY OF THE LEASED PREMISES, THE BUILDING OR THE PROJECT), EXCEPT AS HEREIN EXPRESSLY SET FORTH AND NO RIGHTS, EASEMENTS OR LICENSES ARE ACQUIRED BY COUNTY BY IMPLICATION OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH IN THE PROVISIONS OF THE LEASE.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed and executed this Second Amendment to Lease as of the year and date first above written.

WITNESS:

By: _____

LANDLORD:

BSREP II MD OFFICE MONROE LLC,
a Delaware limited liability company

By: _____

Printed: **Gregory B. Meyer**
Executive Vice President

Title: _____

Date: 6/29/2017

COUNTY:

By: Julie F White

COUNTY OF MONTGOMERY, MARYLAND

By: Ramona Bell-Pearson

Printed: Ramona Bell-Pearson

Title: Assistant Chief Administrative Officer

Date: 6/29/2017

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

By: _____

Title: Associate County Attorney

Date: 6/26/17

RECOMMENDED

By: _____

Printed: Cynthia Brenneman

Title: Director, Office of Real Estate

Date: 6/26/17
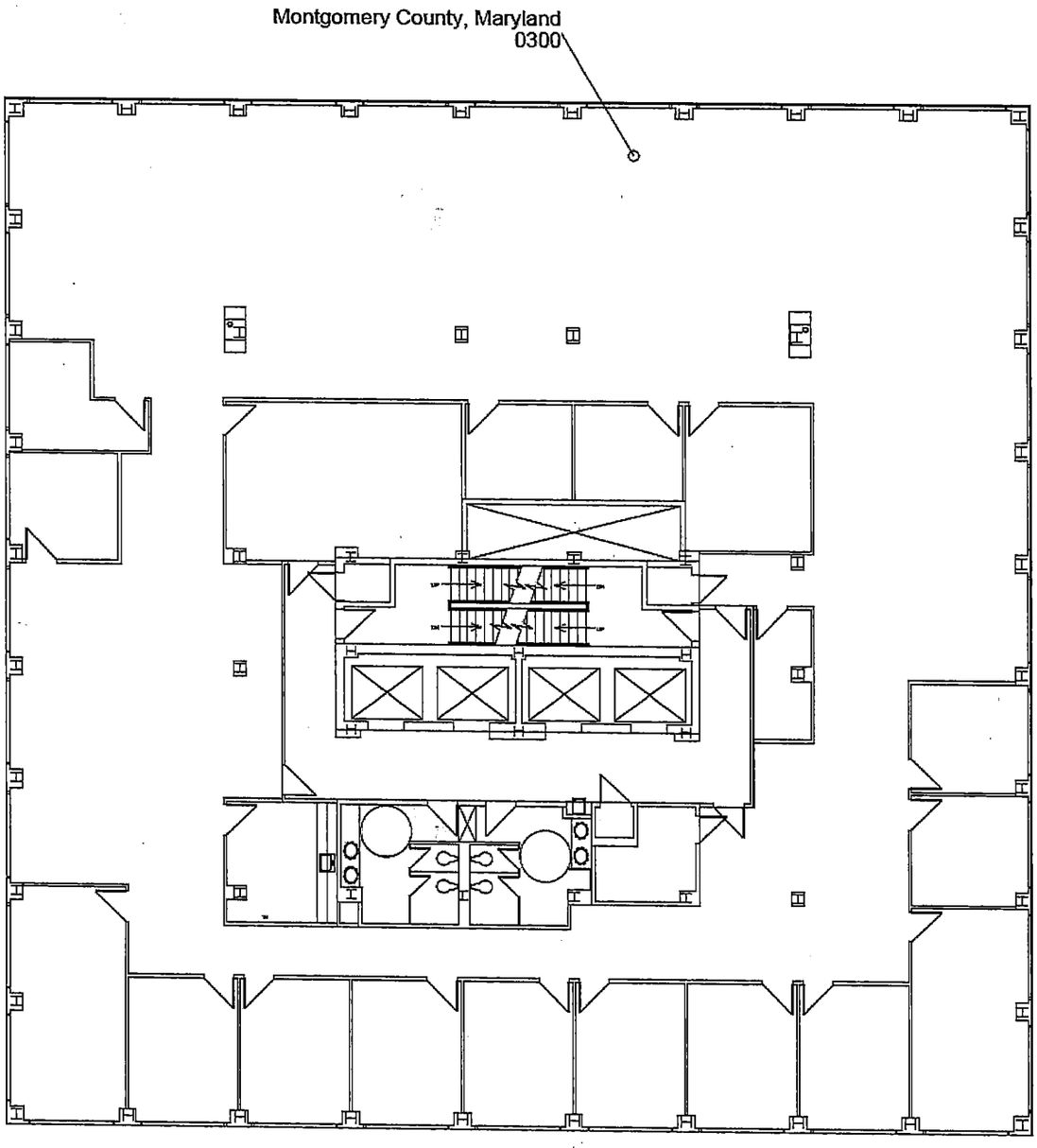
EXHIBIT A-1
LEASED PREMISES (10,433 rsf)