

CASH MANAGEMENT AGREEMENT

THIS CASH MANAGEMENT AGREEMENT (this “**Agreement**”) is made as of August 14, 2014, by and among between DC 12-13 FUND, LLC (together with its successors and/or assigns, “**Lender**”), the TENANT IN COMMON OWNERS identified on Schedule 1 to this Agreement (each a “**Borrower**” and collectively the “**Borrowers**”), B&B ALEXANDRIA CORPORATE PARK MANAGEMENT, LLC (“**TIC Manager**”), and LPC COMMERCIAL SERVICES, INC. (“**Lincoln Manager**”).

Recitals

A. Susquehanna Bank, a Pennsylvania banking corporation (**Original Lender**), made a loan on June 5, 2008 (the “**First Loan**”) to B&B Alexandria Corporate Park TIC 1, LLC, (iii) B&B Alexandria Corporate Park TIC 2, LLC, (iv) B&B Alexandria Corporate Park TIC 3, LLC, (v) B&B Alexandria Corporate Park TIC 4, LLC, (vi) B&B Alexandria Corporate Park TIC 5, LLC, (vii) B&B Alexandria Corporate Park TIC 6, LLC, (viii) B&B Alexandria Corporate Park TIC 7, LLC, (ix) B&B Alexandria Corporate Park TIC 8, LLC, and (x) B&B Alexandria Corporate Park TIC 9, LLC, each a Delaware limited liability company (collectively, the “**Original Borrowers**”), as evidenced by that certain Promissory Note of even date therewith from the Original Borrowers to the Original Lender in the original principal amount of \$33,800,000.00, as subsequently assumed by the other Borrowers identified on Schedule 1 hereto in conjunction with their acquisition of ownership interests in the hereinafter described property, and as amended by that certain Modification Agreement dated August 18, 2011 by and among Original Lender and the Borrowers (the “**First Note**”).

B. The First Loan is secured by, among other things, (i) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of June 5, 2008, and recorded in the Office of the Clerk for the Circuit Court of Fairfax County, Virginia, on June 10, 2008, as Instrument Number 2008016979.003 in Book 19974 at Page 1601 (the “**First Deed of Trust**”), and (ii) that certain Assignment of Leases and Rents dated as of June 5, 2008, and recorded in the Office of the Clerk for the Circuit Court of Fairfax County, Virginia, on June 10, 2008, as Instrument Number 2008016979.004 in Book 19974 at Page 1672 (the “**First Assignment of Leases and Rents**”), encumbering the property commonly known as the Alexandria Corporate Park located at 6315 Bren Mar Drive, Alexandria, Virginia 22312 (the **Property**).

C. The Original Lender made a second loan to the Borrowers on August 18, 2011 (the “**Second Loan**”, and together with the First Loan, the “**Loans**”), as evidenced by that certain Promissory Note of even date therewith from the Borrowers to the Original Lender in the original principal amount of \$4,000,000.00 (the “**Second Note**”, and together with the First Note, the “**Notes**”).

D. The Second Loan is secured by, among other things, (i) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 18, 2011, and recorded in the Office of the Clerk for the Circuit Court of Fairfax County, Virginia, on August 30, 2011, as Instrument Number 2011032765.001 in Book 21821 at Page 1149 (the

“Second Deed of Trust”, and together with the First Deed of Trust, the **“Deeds of Trust”**), and (ii) that certain Assignment of Leases and Rents dated as of August 18, 2011, and recorded in the Office of the Clerk for the Circuit Court of Fairfax County, Virginia, on August 30, 2011, as Instrument Number 2011032765.002 in Book 21821 at Page 1249 (the **“Second Assignment of Leases and Rents”**), and together with the First Assignment of Leases and Rents, the **“Assignments of Leases and Rents”**), encumbering the Property.

E. Lender is the lawful owner and holder of the First Note and the beneficiary under the First Deed of Trust and First Assignment of Leases pursuant to those certain (i) Allonge Endorsement to Promissory Note from Original Lender to Lender dated as of November 22, 2013, (ii) Assignment of Loan Documents from Original Lender to Lender dated as of November 22, 2013, and (iii) Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing Original Lender to Lender dated as of November 22, 2013 and recorded in the Office of the Clerk for the Circuit Court of Fairfax County, Virginia, on May 20, 2014, as Instrument Number 2014012139.001 in Book 23656 at Page 2081.

F. Lender is the lawful owner and holder of the Second Note and the beneficiary under the Second Deed of Trust and Second Assignment of Leases pursuant to those certain (i) Allonge Endorsement to Promissory Note from Original Lender to Lender dated as of November 22, 2013, (ii) Assignment of Loan Documents from Original Lender to Lender dated as of November 22, 2013, and (iii) Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing Original Lender to Grantee dated as of November 22, 2013 and recorded in the Office of the Clerk for the Circuit Court of Fairfax County, Virginia, on May 20, 2014, as Instrument Number 2014012139.002 in Book 23656 at Page 2088.

G. The Loans matured on June 15, 2014 (the **“Maturity Date”**). B&B Alexandria Corporate Park TIC 17, LLC, a Delaware limited liability company (**“Debtor”**) filed a voluntary petition in the United States Bankruptcy Court for the Eastern District of Virginia (the **“Bankruptcy Court”**) (Case No. 14-12434-BFK) for relief under Chapter 11 of the United States Bankruptcy Code on June 27, 2014 (the **“TIC 17 Bankruptcy”**). The Loans were in default for non-payment prior to the Maturity Date, and an Event of Default for non-payment remains in existence for both Loans as of the date of the Agreement.

H. The unpaid principal balance under the First Loan as of the Maturity Date was \$31,481,461.07. Lender has asserted that the total amount due under the First Loan as of the Maturity Date was \$33,457,797.12, which amount includes accrued but unpaid interest at the default rate and a late charge upon maturity, but excludes any other costs and expenses that may also be chargeable to the Borrower under the terms of the loan documents evidencing and securing the First Loan (the **“First Loan Documents”**). Lender has asserted that per diem interest of \$7,128.80 continues to accrue under the First Loan (from and including the Maturity Date) at the current default rate of 8.15%, which rate is subject to change on a monthly basis.

I. The unpaid principal balance under the Second Loan as of the Maturity Date was \$2,607,414.00. Lender has asserted that the total amount due under the Second Loan as of the Maturity Date was \$2,771,100.70, which amount includes accrued but unpaid interest at the default rate and a late charge upon maturity, but excludes any other costs and expenses that may also be chargeable to the Borrowers under the terms of the loan documents evidencing and

securing the Second Loan (the “**Second Loan Documents**”, and together with the First Loan Documents, the “**Loan Documents**”). Lender has asserted that per diem interest of \$669.96 continues to accrue under the Second Loan (from and including the Maturity Date) at the current default rate of 9.25%, which rate is subject to change on a monthly basis.

J. TIC Manager manages the Property on behalf of the Borrowers pursuant to that certain Property Management Agreement dated June 5, 2008 (the “**TIC Management Agreement**”). TIC Manager delegated the day-to-day management responsibilities for the Property to Lincoln Manager pursuant to that certain Property Management Agreement dated August 31, 2009 (the “**Lincoln Management Agreement**”).

K. TIC Manager has entered into and delivered to Original Lender that certain Acknowledgment of Property Manager dated June 5, 2008, (the “**Acknowledgment**”).

L. In order to fulfill certain of the Borrowers’ obligations under the Loan Documents and the TIC Manager’s obligations under the Acknowledgment, Borrowers, TIC Manager and Lincoln Manager have agreed that all Rents generated with respect to the Property will be deposited directly into a cash management account controlled by Lender, and that such Rents will be disbursed from such account by Lender or its servicer to be applied in accordance with the terms of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Incorporation of Recitals. Recitals A – L above are hereby incorporated as an integral part of this Agreement.

2. Establishment of Cash Management Account. Lender has established an account (the “**Cash Management Account**”) with Wells Fargo Bank (the “**Cash Management Bank**”) into which all Rents received from the tenants at the Property shall be deposited on a periodic basis as and when such rents are payable under all current and future Leases of any portion of the Property. Lender, or a servicer on behalf of Lender, shall maintain on a ledger entry basis the following subaccounts of the Cash Management Account:

(i) An account into which Lender shall deposit, or cause to be deposited, the sums required to be deposited hereunder pursuant to Section 5(a) hereof for the payment of property taxes and insurance premiums (the “**Tax and Insurance Subaccount**”);

(ii) An account into which Lender shall deposit, or cause to be deposited, the sums required to be deposited hereunder pursuant to Section 5(a) hereof for the payment of the Capital Improvements and Tenant Improvements Deposits (the “**Reserve Subaccount**”);

(iii) An account into which Lender shall deposit, or cause to be deposited, the sums necessary for the payment of the ordinary recurring monthly operating expenses for the Property as approved by Lender, which shall include the monthly management fees payable to Lincoln

Manager under the Lincoln Management Agreement (but specifically exclude any management fees payable to TIC Manager under the TIC Management Agreement) (the “**Operating Expenses Subaccount**”);

(iv) An account into which Lender shall deposit, or cause to be deposited, the sums necessary for the payment of any extraordinary non-recurring operating expenses for the Property as approved by Lender (the “**Extraordinary Expenses Subaccount**”);

(v) Subject to Bankruptcy Court approval, an account into which Lender shall deposit, or cause to be deposited, an amount equal to 1.9825% of the funds remaining from the Rents received for any given month after the funding of the subaccounts identified in Sections 2(i)-(iv) above (the “**TIC 17 Subaccount**”);

(vi) An account into which Lender shall deposit, or cause to be deposited, the funds remaining from the Rents received for any given month after the funding of the subaccounts identified in Sections 2(i)-(v) above (the “**Excess Cash Flow Subaccount**”); and

(vii) An account into which Lender shall deposit, or cause to be deposited, any security deposit provided by any current or new tenant at the Property which are delivered to Lender (the “**Security Deposit Subaccount**”).

3. Account Names and Characteristics. The Cash Management Account shall be in the name of Lender for the benefit of Lender or, in the event Lender retains a servicer to service the Loan, the Cash Management Account shall, at Lender’s option, be in the name of Servicer, as agent for Lender. The Cash Management Account shall, at all times during the term of this Agreement, be under the sole dominion and control of Lender, who shall have the sole right to withdraw funds from the Cash Management Account for application in accordance with this Agreement. Borrowers, TIC Manager and Lincoln Manager acknowledge and agree that (i) neither the Borrowers nor any other party claiming on behalf of, or through, Borrowers shall have any right, title or interest, whether express or implied, in the Cash Management Account or to withdraw or make use of any amounts from the Cash Management Account, except that the Debtor’s rights in the TIC 17 Subaccount shall continue to be governed by the Bankruptcy Code and any applicable orders entered into in the TIC 17 Bankruptcy, and the funds in the Security Deposit Subaccount shall be applied in accordance with the terms of the applicable lease or leases, and (ii) unless required by the Loan Documents or applicable law, Borrowers shall not be entitled to any interest on amounts held in the Cash Management Account.

4. Deposits into Cash Management Account.

(a) Borrowers, TIC Manager and Lincoln Manager shall cause all Rents to be deposited directly into the Cash Management Account. Without limitation of the foregoing, from and after the date hereof, TIC Manager (on behalf of the Borrowers) shall notify and advise each tenant under each lease at the Property (whether such lease is presently effective or executed after the date hereof) to send all payments of Rent directly to the Lender for deposit in the Cash Management Account pursuant to an instruction letter substantially in the form of Exhibit B attached hereto (a “**Tenant Direction Letter**”). TIC Manager (on behalf the Borrowers) further agrees to promptly execute and deliver to applicable tenants additional

Tenant Direction Letters for tenants entering into leases with Borrowers after the date hereof and any replacement Tenant Direction Letters that Lender may request from time to time.

(b) Notwithstanding subsection (a) above, TIC Manager (on behalf the Borrowers) shall provide to Lender the Instrument of Assignment of Payments Under Government Contract in the form of Exhibit A attached hereto to notify and advise the General Services Administration) to send all payments of Rent under the Department of Homeland Security - Federal Protective Service lease at the Property directly to the Cash Management Account.

(c) To the extent applicable, TIC Manager shall instruct all persons and entities that maintain open accounts with TIC Manager (on behalf of Borrowers) or with whom TIC Manager (on behalf of the Borrowers) does business on an "accounts receivable" basis with respect to the Property to deliver all payments due under such accounts to the Cash Management Account. Neither Borrowers nor TIC Manager shall direct any such person or entity to make payments due under such accounts in any other manner. Any security deposits obtained from any current or new tenants at the Property shall be delivered to the Lender for deposit into the Security Deposit Subaccount. Any monies subsequently received in respect of the outstanding Rent under the Snowden River lease (Truland) shall be delivered to the Lender for deposit into the Excess Cash Flow Subaccount.

(d) If, notwithstanding the provisions of this Section 4, Borrowers, TIC Manager or Lincoln Manager receive any Rents or other income from the Property, then (i) such amounts shall be deemed to be collateral for the Loans and shall be held in trust for the benefit, and as the property, of Lender, (ii) such amounts shall not be commingled with any other funds or property of Borrowers, TIC Manager or Lincoln Manager, and (iii) Borrowers, TIC Manager or Lincoln Manager shall forward any such amounts to Lender for deposit in the Cash Management Account within one (1) Business Day of receipt.

5. Deposits; Application.

(a) Deposits.

(i) Lender shall make or cause to be made such deposits into the subaccounts of the Cash Management Account as may be required and/or authorized by the Loan Documents and this Agreement.

(ii) TIC Manager (on behalf of the Borrowers) agrees to deposit the sum of \$387,300.57 on the date hereof, into the Cash Management Account, representing the sums currently on deposit in the account or accounts currently maintained by the TIC Manager with respect to the Property at Susquehanna Bank (the "**Initial Deposit**"). The Lender shall deposit the Initial Deposit into the Excess Cash Flow Subaccount. Subject to Bankruptcy Court approval, the Debtor will transfer or will cause the sum of \$6,954.67 on deposit in the debtor in possession account to be transferred to the Lender for deposit into the TIC 17 Subaccount.

(b) Application. Lender, or a servicer on behalf of Lender, shall, on or before the end of each month, apply all funds on deposit in the Cash Management Account received for the then current month, if any, in the following order of priority:

(i) First, the monthly amount required to be deposited pursuant to the Loan Documents for the payment of property taxes and insurance premiums shall be deposited in the Tax and Insurance Subaccount;

(ii) Second, the monthly amount required to be deposited pursuant to the Loan Documents for the payment of the Capital Improvements and Tenant Improvements Deposits shall be deposited in the Reserve Subaccount;

(iii) Third, funds sufficient to pay the sums necessary for the payment of the ordinary recurring monthly operating expenses for the Property as approved by Lender, which shall include the monthly management fees payable to Lincoln Manager under the Lincoln Management Agreement (but specifically exclude any management fees payable to TIC Manager under the TIC Management Agreement) shall be deposited into the Operating Expenses Subaccount;

(iv) Fourth, the sums necessary for the payment of any extraordinary non-recurring operating expenses for the Property as approved by Lender shall be deposited into the Extraordinary Expenses Subaccount;

(v) Fifth, subject to Bankruptcy Court approval, an amount equal to 1.9825% of the funds remaining from the Rents received for any given month after the funding of the subaccounts identified in Sections 5(b)(i)-(iv) above shall be deposited into the TIC 17 Subaccount; and

(vi) Sixth, the funds remaining from the Rents received for any given month after the funding of the subaccounts identified in Sections 5(b)(i)-(v) above shall be deposited into the Excess Cash Flow Subaccount.

6. Withdrawals.

(a) Withdrawals From Tax and Insurance Subaccount. Upon satisfaction of the terms and conditions set forth in the Loan Documents and this Agreement, Lender, or a servicer on Lender's behalf, shall withdraw amounts on deposit in the Tax and Insurance Subaccount to pay property taxes at the Property on or before the date the property taxes are due and payable. Upon satisfaction of the terms and conditions set forth in the Loan Agreement and this Agreement, Lender shall withdraw amounts from the Tax and Insurance Subaccount to pay the insurance premiums for the Property on or before the date the insurance premiums are due and payable.

(b) Requests for Withdrawals from the Reserve Subaccount. Lender shall disburse funds on deposit in the Reserve Subaccount for Capital Improvement and Tenant Improvements at the Property in accordance with the written request of TIC Manager (on behalf of the Borrowers) approved in writing by Lender in the exercise of its reasonable discretion. Lender shall approve the requested disbursement of funds provided the procedures and requirements set

forth in the Reserve Agreement dated August 18, 2011 for such withdrawal have been complied with in all respects and the Borrowers are not otherwise in default under this Agreement.

(c) Requests for Withdrawals from the Operating Expense Subaccount. Lender shall disburse funds on deposit in the Operating Expense Subaccount to Lincoln Manager on a monthly basis in accordance with the written request of Lincoln Manager approved in writing by Lender in the exercise of its reasonable discretion. Lender shall approve the requested disbursement of funds provided the recurring operating expenses included in any such request from Lincoln Manager conform to the expense categories contained in the 2014 operating budget for the Property attached as Exhibit C to this Agreement (provided no management fees shall be payable to TIC Manager under the TIC Management Agreement), and the Borrowers are not otherwise in default under this Agreement. Lincoln Manager hereby covenants and agrees that it shall only use the funds disbursed from the Operating Expense Subaccount for the payment of the operating expenses included in its request to Lender and that any such funds disbursed by Lender shall be held in an account in the name of and under the sole control of Lincoln Manager.

(d) Requests for Withdrawals from the Extraordinary Expense Subaccount. Lender shall disburse funds on deposit in the Extraordinary Expense Subaccount to Lincoln Manager on a monthly basis in accordance with the written request of TIC Manager and Lincoln Manager approved in writing by Lender in the exercise of its reasonable discretion. Lincoln Manager hereby covenants and agrees that it shall only use the funds disbursed from the Extraordinary Expense Subaccount for the payment of the extraordinary operating expenses included in its request to Lender and that any such funds disbursed by Lender shall be deposited by Lincoln Manager into an account in the name of and under the sole control of Lincoln Manager.

(e) Withdrawals from the TIC 17 Subaccount. All amounts in the TIC 17 Subaccount shall remain in the TIC 17 Subaccount until such time as Lender receives an order regarding the use of such funds from the Bankruptcy Court in the context of the TIC 17 Bankruptcy. The Borrowers and the TIC Manager acknowledge and agree that, without such an order, no funds on deposit in the TIC 17 Subaccount shall be used for the purposes of paying Debtor's legal fees or expense or the cost of administration of the Debtor's Bankruptcy Case, including U.S. Trustee fees.

(f) Disbursements from Excess Cash Flow Subaccount. Lender shall have the unconditional right to apply all funds in the Excess Cash Flow Subaccount to the outstanding balances owing under the Loans in such order, proportion and priority as Lender may determine in its sole discretion. Any amounts remaining in the Excess Cash Flow Subaccount shall be held as additional collateral for the Loan prior to application by Lender.

(g) Disbursements from Security Deposit Subaccount. Lender shall only disburse funds on deposit in the Security Deposit Subaccount in accordance with the underlying lease or leases governing the use of any such security deposits for any current or new tenants at the Property.

(h) Sole Dominion and Control. Except for the funds deposited into the TIC 17 Subaccount and the Security Deposit Subaccount, Borrowers, TIC Manager and Lincoln Manager acknowledge and agree that the Cash Management Account and the sub-accounts

thereunder are subject to the sole dominion, control and discretion of Lender, its authorized agents or designees, subject to the terms hereof. Neither Borrowers, TIC Manager nor Lincoln Manager shall have any right of withdrawal with respect to the Cash Management Account except with the prior written consent of Lender. Lender shall have the right to control the disposition of funds in the Cash Management Account, subject to the terms of this Agreement and the Loan Documents, without the further consent of Borrowers, TIC Manager or Lincoln Manager or any other person or entity.

7. Termination of Agreement. This Agreement shall terminate upon the indefeasible payment of the Loans in full. Upon any such termination, the funds remaining in the Cash Management Account, if any, shall promptly be disbursed to Borrowers after first deducting all amounts then currently due and owing to Lender under the Notes and the other Loan Documents, if any.

8. Funds in Accounts as Security for the Loan. As security for the full payment of the Loans and the timely performance of Borrower's obligations under this Agreement and the Loan Documents, Borrowers hereby pledge, transfer and assign to Lender, and grant to Lender a continuing security interest in and to the Cash Management Account and all profits and proceeds thereof, which security interest is prior to all other liens. Borrowers agree to execute, acknowledge, deliver, file or do, at its sole cost and expense, all other acts, assignments, notices, agreements or other instruments as Lender may reasonably require in order to perfect the foregoing security interest, pledge and assignment or otherwise to fully effectuate the rights granted to Lender by this Section 8. Other than in connection with the Loans, Borrower has not sold or otherwise assigned or conveyed the Rents to be deposited into the Cash Management Account. The Cash Management Account constitutes a "deposit account" within the meaning of the Uniform Commercial Code of the State of Virginia and the State of California will be deemed to be the Cash Management Bank's jurisdiction under Article 9 of the Uniform Commercial Code of the State of Virginia for purposes of this Agreement.

9. Default. Except for the funds deposited into the TIC 17 Subaccount and the Security Deposit Subaccount, upon the occurrence of a default under this Agreement, Lender shall have the continuing exclusive control of, and right to withdraw and apply, the funds in the Cash Management and the subaccounts thereunder to payment of any and all debts, liabilities and obligations of Borrowers to Lender pursuant to or in connection with this Agreement and the Loan Documents, in such order, proportion and priority as Lender may determine in its sole discretion. Lender's right to withdraw and apply funds in the Cash Management Account shall be in addition to all other rights and remedies provided to Lender under this Agreement and the Loan Documents and at law or in equity as a result of Borrower's default. Lender's continuation of payments from the Cash Management Account when and as contemplated by this Agreement shall not be deemed Lender's waiver or a cure of any existing Event of Default by Borrowers under the Loan Documents or the occurrence of a default under this Agreement.

10. Fees and Expenses. Borrowers acknowledge and agree that they solely shall be, and shall at all times remain, liable to Lender for all customary and reasonable fees, charges, costs and expenses in connection with the Cash Management Account, this Agreement and the enforcement hereof, including, without limitation, the reasonable fees and expenses of legal

counsel to Lender and any servicer on Lender's behalf to enforce, protect or preserve the rights and remedies of Lender and/or its servicer under this Agreement.

11. Miscellaneous.

(a) Notices. All notices and other communications under this Agreement will be made in writing and given in accordance with the Loan Documents and shall be addressed as follows:

Lender: DC 12-13 Fund, LLC
c/o G8 Capital
999 Corporate Drive, Suite 215
Ladera Ranch, CA 92694
Attention: Aaron Murray
Telephone: (949) 545-6996, x226
E-mail: aaronmurray@g8cap.com

TIC Manager: B&B Alexandria Corporate Park Management LLC
(& Borrowers) c/o B&B Realty Investments, LLC
6917 Arlington Road, Suite 203
Bethesda, MD 20814
Attention: David H. Bralove
Telephone: (301) 469 3900
E-mail: dbralove@bbrealtyinvest.com

Lincoln Manager: Lincoln Commercial Services, Inc.
c/o Lincoln Property Company
101 Constitution Avenue, NW
Suite 325 East
Washington, DC 20001
Attention: Brandon Ernst, Executive Vice President
Telephone: (202) 512-6705
E-mail: bernst@lpc.com

(b) Entire Agreement; Modification. This Agreement and the Loan Documents set forth the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior discussions, representations, communications and agreements (oral and written) by and among the parties hereto with respect thereto. Neither this Agreement nor any terms hereof shall be waived, modified, supplemented or terminated in any manner whatsoever, except by a written instrument signed by all parties hereto and then only to the extent expressly set forth in such writing.

(c) Binding Effect; Joint and Several Obligations. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns, whether by

voluntary action of the parties or by operation of law. The foregoing shall not be construed, however, to permit assignments or transfers otherwise prohibited under the Loan Documents. If Borrowers consist of more than one person or entity, each shall be jointly and severally liable to perform Borrower's obligations under this Agreement.

(d) Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals, and each duplicate original shall be deemed to be an original. This Agreement (and each duplicate original) also may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a fully executed agreement even though all signatures do not appear on the same document.

(e) Unenforceable Provisions. If any provision of this Agreement is found by competent judicial authority to be invalid or unenforceable, the other provisions of this Agreement that can be carried out without the invalid or unenforceable provision will not be affected, and such invalid or unenforceable provision will be ineffective only to the extent of such invalidity or unenforceability and otherwise construed to the greatest extent possible to accomplish fairly the purposes and intentions of the parties hereto.

(f) Ambiguity; Headings and Construction of Certain Terms. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Lender by virtue of the fact that such document has originated with Lender as drafter. The parties to this Agreement agree that this Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the parties hereto. Words used in this Agreement may be used interchangeably in singular or plural form, and any pronoun shall be deemed to cover all genders. Section headings are for convenience only and shall not be used in interpretation of this Agreement. "Herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or other subdivision; and "section" refers to the entire section and not to any particular subsection, paragraph or other subdivision. Reference to days for performance shall mean calendar days unless Business Days are expressly indicated. References to the "Loan Documents" shall mean such documents and all renewals, modifications and supplements to the foregoing.

(g) Governing Law. This Agreement shall be governed by the laws of the State of Virginia (without giving effect to its conflicts of law rules), except with regard to payment of checks and other items and other issues relating to the operations of the Cash Management Account or any other account to which funds from the Accounts are transferred, which issues shall be governed by the laws of the state where the Accounts or such other account are located.

(h) Pre-Negotiation Agreement. This Agreement is subject to the terms of that certain letter agreement dated May 20, 2014 between the Lender and the undersigned borrowers of the Loans. Nothing contained herein shall be deemed to cure the Events of Default existing under the Loans or otherwise limit Lender in the enforcement of its remedies under the Loan Documents against the Borrowers.

(i) Capitalized Terms. Any capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Loan Documents.

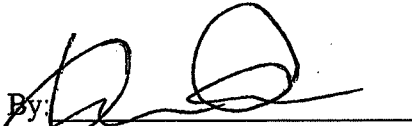
(j) Bankruptcy and Bankruptcy Court Approval. Except as set forth herein, this Agreement shall not be construed to limit, restrict, waive or in any way impair Debtor's rights in the TIC 17 Bankruptcy. The Debtor agrees to promptly obtain Bankruptcy Court approval of its interests in and rights under this Agreement to the extent required by applicable bankruptcy law. In the event other Borrowers become debtors in Chapter 11 cases under the Bankruptcy Code, their interests in the Rents will be treated comparably to the interests of the Debtor under this Agreement. Except as set forth herein, this Agreement shall not be construed to limit, restrict, waive or in any way impair Lender's rights.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the date first above written.

LENDER:

DC 12-13 FUND, LLC,
a Delaware limited liability company

By: 
Name: Evan Gentry
Title: President

TIC MANAGER:

B&B ALEXANDRIA CORPORATE PARK MANAGEMENT, LLC,
a Delaware limited liability company

By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its manager

By: _____
Name: David H. Bralove
Title: Manager

LINCOLN MANAGER:

LPC COMMERCIAL SERVICES, INC.,
a Texas corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the date first above written.

LENDER:


DC 12-13 FUND, LLC,
a Delaware limited liability company

By: _____
Name: Evan Gentry
Title: President

TIC MANAGER:

B&B ALEXANDRIA CORPORATE PARK MANAGEMENT, LLC,
a Delaware limited liability company

By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its manager

By:  _____
Name: David H. Bralove
Title: Manager

LINCOLN MANAGER:

LPC COMMERCIAL SERVICES, INC.,
a Texas corporation

By: _____
Name:
Title:

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the date first above written.

LENDER:

DC 12-13 FUND, LLC,
a Delaware limited liability company

By: _____
Name: Evan Gentry
Title: President

TIC MANAGER:

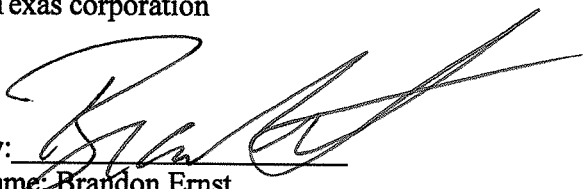
B&B ALEXANDRIA CORPORATE PARK MANAGEMENT, LLC,
a Delaware limited liability company

By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its manager

By: _____
Name: David H. Bralove
Title: Manager

LINCOLN MANAGER:

LPC COMMERCIAL SERVICES, INC.,
a Texas corporation

By:  _____
Name: Brandon Ernst
Title: Executive Vice President


BORROWERS:

B&B ALEXANDRIA CORPORATE PARK, LLC

a Delaware limited liability company

By: B&B Alexandria Corporate Park Mezz Borrower,
LLC, a Delaware limited liability company, its
Manager

By: B&B Realty Investments, LLC
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 1, LLC

a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member

By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 2, LLC

a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 3, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 4, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 5, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member

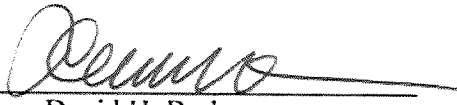
By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 6, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member

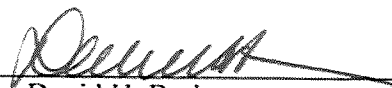
By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 8, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 9, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 10, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 11, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 12, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 13, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 14, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 15, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 16, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 17, LLC
a Delaware limited liability company


By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member

By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

and


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
Special Member (for Case Number 14-12434-BFK)

By: 
Name: David H. Bralove
Title: Member

B&B ALEXANDRIA CORPORATE PARK TIC 18, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 19, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 20, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 21, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC.
a Delaware limited liability company, its Special Member

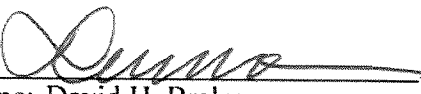
By: B&B Realty Investments, LLC.
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 22, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC.
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC.
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 23, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC.
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC.
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 24, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 25, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 26, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 27, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 28, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 29, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 30, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member

By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 31, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member

By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 32, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member

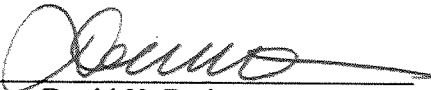
By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 33, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC.
a Delaware limited liability company, its Special Member

By: B&B Realty Investments, LLC.
a Maryland limited liability company.
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 34, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC.
a Delaware limited liability company, its Special Member

By: B&B Realty Investments, LLC.
a Maryland limited liability company.
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 35, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC.
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC.
a Maryland limited liability company.
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 37, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC.
a Delaware limited liability company, its Special Member


By: B&B Realty Investments, LLC.
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 38, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC.
a Delaware limited liability company, its Special Member

By: B&B Realty Investments, LLC.
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 39, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC.
a Delaware limited liability company, its Special Member

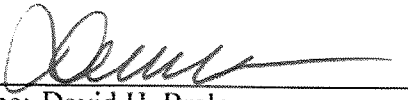
By: B&B Realty Investments, LLC.
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 40, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member

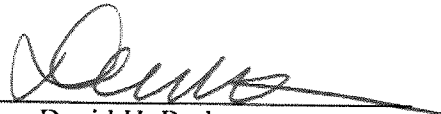
By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

B&B ALEXANDRIA CORPORATE PARK TIC 41, LLC
a Delaware limited liability company

By: B&B Alexandria Corporate Park Special Member, LLC,
a Delaware limited liability company, its Special Member

By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its Manager

By: 
Name: David H. Bralove
Title: Manager

SCHEDULE 1

1. B&B Alexandria Corporate Park, LLC
2. B&B Alexandria Corporate Park TIC 1, LLC
3. B&B Alexandria Corporate Park TIC 2, LLC
4. B&B Alexandria Corporate Park TIC 3, LLC
5. B&B Alexandria Corporate Park TIC 4, LLC
6. B&B Alexandria Corporate Park TIC 5, LLC
7. B&B Alexandria Corporate Park TIC 6, LLC
8. B&B Alexandria Corporate Park TIC 8, LLC
9. B&B Alexandria Corporate Park TIC 9, LLC
10. B&B Alexandria Corporate Park TIC 10, LLC
11. B&B Alexandria Corporate Park TIC 11, LLC
12. B&B Alexandria Corporate Park TIC 12, LLC
13. B&B Alexandria Corporate Park TIC 13, LLC
14. B&B Alexandria Corporate Park TIC 14, LLC
15. B&B Alexandria Corporate Park TIC 15, LLC
16. B&B Alexandria Corporate Park TIC 16, LLC
17. B&B Alexandria Corporate Park TIC 17, LLC
18. B&B Alexandria Corporate Park TIC 18, LLC
19. B&B Alexandria Corporate Park TIC 19, LLC
20. B&B Alexandria Corporate Park TIC 20, LLC
21. B&B Alexandria Corporate Park TIC 21, LLC,
22. B&B Alexandria Corporate Park TIC 22, LLC
23. B&B Alexandria Corporate Park TIC 23, LLC
24. B&B Alexandria Corporate Park TIC 24, LLC
25. B&B Alexandria Corporate Park TIC 25, LLC
26. B&B Alexandria Corporate Park TIC 26, LLC
27. B&B Alexandria Corporate Park TIC 27, LLC
28. B&B Alexandria Corporate Park TIC 28, LLC
29. B&B Alexandria Corporate Park TIC 29, LLC
30. B&B Alexandria Corporate Park TIC 30, LLC
31. B&B Alexandria Corporate Park TIC 31, LLC
32. B&B Alexandria Corporate Park TIC 32, LLC
33. B&B Alexandria Corporate Park TIC 33, LLC
34. B&B Alexandria Corporate Park TIC 34, LLC
35. B&B Alexandria Corporate Park TIC 35, LLC
36. B&B Alexandria Corporate Park TIC 37, LLC
37. B&B Alexandria Corporate Park TIC 38, LLC
38. B&B Alexandria Corporate Park TIC 39, LLC
39. B&B Alexandria Corporate Park TIC 40, LLC
40. B&B Alexandria Corporate Park TIC 41, LLC

EXHIBIT A

**NOTICE OF ASSIGNMENT OF PAYMENTS
UNDER GOVERNMENT CONTRACTS**

[See attached]

Instrument of Assignment
of Payments Under
Government Contracts

Know all men by these presents:

That **B&B ALEXANDRIA CORPORATE PARK MANAGEMENT, LLC**, a Delaware limited liability company (Assignor)

(check one)

- ☒ a limited liability company organized and existing under the laws of Delaware
☐ a partnership existing under the laws of the District of Columbia
☐ an individual

and having a principal place of business at: c/o B&B Realty Investments, LLC
6917 Arlington Road, Suite 203
Bethesda, MD 20814

in consideration of financial accommodations provided or to be provided, and for other good and valuable consideration, receipt whereof is hereby acknowledged, and pursuant to the provisions of the Assignment of Claims Act of 1940, amended (31 U.S.C. §3727, 41 U.S.C. §15), does hereby assign, set over, transfer, pledge and convey to **DC 12-13 FUND, LLC**, a Delaware limited liability company (the "**Assignee**") in accordance with that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of June 5, 2008, as assigned to Lender on November 22, 2013, all of Assignor's right, title and interest which Assignor now has or may have in and to all moneys due or to become due from the United States of America or from any agency or department thereof under:

Contract #	Date	Agency	Description
GS-11P-LVA01543	August 30, 2002	Department of Homeland Security - Federal Protective Service	85,666 sq. ft of leased space located at 6315 Bren Mar Drive, Alexandria, VA 22312

and does hereby authorize the Assignee to receive and collect any amount or amounts due or to become due thereunder, and to receive and collect the same as fully and to the same extent as if said moneys were its own funds and to apply said money in accordance with the terms of said Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing.

[NO FURTHER TEXT ON THIS PAGE]

In Witness Whereof, the undersigned has caused this Instrument of Assignment to be duly executed and delivered on its behalf, this ____ day of August, 2014.

ASSIGNOR:

B&B ALEXANDRIA CORPORATE PARK MANAGEMENT, LLC,
a Delaware limited liability company

By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its manager

By: _____
Name: David H. Bralove
Title: Manager

EXHIBIT B

**TENANT DIRECTION LETTER
[Borrower Letterhead]**

[Date]

To: [Tenant Name (“**Tenant**”)]

Re: [Describe Lease (the “**Lease**”)]

Dear Tenant:

Your undersigned landlord under the Lease hereby unconditionally and irrevocably authorizes, directs and instructs you, effective immediately, to send all payments of rent due under the Lease (including without limitation base rent, any amounts due for operating expenses and real estate taxes, and, if applicable, rent due as a percentage of sales receipts) and all other sums payable by you under the Lease directly to the following address:

Overnight to Lender as Follows: (make check payable to Lender):

DC 12-13 Fund, LLC
c/o of G8 Capital
999 Corporate Drive, Suite 215
Ladera Ranch, CA 92694
Attention: Aaron Murray

or Bank Wire Transfer as Follows:

Name of Bank:	Wells Fargo Bank, N.A.
Location of Bank:	601 N El Camino Real San Clemente, CA 92672
ABA Number	121000248
Account Number:	7144272718
Credit to:	DC 12-13 Fund, LLC

You are to continue making all payments due under the Lease as directed in this letter until you receive written instructions to do otherwise from DC 12-13 Fund, LLC (together with its successors and assigns, “**Lender**”).

These payment instructions are provided to you pursuant to a cash management arrangement between your landlord and Lender. Please note that Lender is neither a mortgagee-in-possession nor a receiver of rents, and Lender has not assumed any obligations of your landlord under the Lease. Therefore, you should continue to send all communications regarding the Lease or landlord issues in the manner specified in your Lease and not to Lender. Lender has no obligation with respect to any such notice, and notice to Lender will not be deemed effective notice to your landlord under the Lease.

Very truly yours,

LANDLORD:

B&B ALEXANDRIA CORPORATE PARK MANAGEMENT, LLC,
a Delaware limited liability company, as agent for the tenant in common
owners of the Property

By: B&B Realty Investments, LLC,
a Maryland limited liability company,
its manager

By: _____
Name:
Title:

Acknowledged and Agreed to:

TENANT:

_____,
a _____

By: _____
Name:
Title:

EXHIBIT C

2014 OPERATING BUDGET FOR THE PROPERTY

[See attached]

NR: 271,756

B&B Alexandria Corporate Park Management, LLC
2014 Operating Budget
Cash Flow Detail

Account Number	Month												Total	Cost/ Sq. Ft.
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
REVENUE														
Gross Potential Rent	428,132	428,132	421,529	421,529	421,529	424,623	424,623	424,623	424,623	427,143	427,143	427,143	5,100,770	18.77
Less: Vacancy	(116,964)	(116,964)	(134,078)	(134,078)	(134,078)	(120,193)	(120,193)	(81,500)	(81,500)	(81,500)	(81,500)	(81,500)	(1,284,048)	(4.73)
Financial Vacancy %	27.32%	27.32%	31.81%	31.81%	31.81%	32.30%	32.30%	32.30%	32.30%	28.19%	28.19%	28.19%	29.47%	
Net Rental Income	311,168	311,168	287,451	287,451	287,451	304,430	304,430	343,123	343,123	345,643	345,643	345,643	3,816,722	14.04
Rent Concessions	4007-00	0	0	0	0	0	0	(16,979)	(16,979)	(55,672)	(38,693)	(38,693)	(218,568)	(0.80)
Antenna Rent	4015-06	0	0	0	0	0	0	0	0	0	0	0	4,500	0.02
TOTAL RENTAL REVENUE	311,168	311,168	287,451	287,451	287,451	287,451	287,451	287,451	306,930	306,950	319,867	319,867	3,602,654	13.26
Operating Expense Recoveries	4105-01	3,251	3,251	166	166	166	166	166	166	166	166	166	8,166	0.03
CAM Reimb Prior Year	4107-00	(7,032)	(7,032)	(1,494)	0	1,440	0	0	0	0	0	0	(14,118)	(0.05)
REI Reimb Prior Year	4107-01	0	0	1,255	0	0	0	0	0	1,255	0	0	1,255	0.00
Prior Year Utilities	4107-02	0	0	(6,250)	0	0	0	0	0	0	0	0	(6,250)	(0.02)
TOTAL REIMBURSABLE REVENUE	(3,781)	(3,781)	(6,323)	166	1,606	166	166	166	166	166	166	166	(10,947)	(0.04)
Interest Income	4110-00	225	225	225	225	225	225	225	225	225	225	225	2,700	0.01
Misc Operating Income FFS Firing Range	4115-03	1,602	1,602	1,602	1,602	1,602	1,602	1,602	1,602	1,602	1,602	1,602	19,230	0.07
Misc GSA Supplemental Unit PM	4115-03	0	0	1,380	0	0	1,380	0	1,380	0	0	0	5,520	0.02
Utility Income - Sub Meter Electric	4025-00	16,945	16,945	16,914	16,914	16,914	16,914	16,914	16,914	16,914	16,914	16,914	203,032	0.75
TOTAL OTHER REVENUE	18,773	18,773	20,122	18,742	18,742	20,122	18,742	18,742	20,122	18,742	18,742	20,122	230,482	0.85
TOTAL REVENUE	326,160	326,160	301,250	306,359	307,799	307,739	306,359	306,359	329,218	325,858	338,775	340,155	3,822,189	14.06
EXPENSES														
CLEANING														
Window Washing	5025-51	0	0	0	1,000	0	0	0	0	0	0	0	1,610	0.01
Day Porter	5025-17	2,177	2,177	2,177	2,177	2,177	2,177	2,177	2,177	2,177	2,177	2,177	26,124	0.10
Full Service - Janitorial	5020-17	7,756	7,756	7,756	7,756	7,756	7,756	8,701	8,701	8,701	8,701	8,701	97,798	0.36
TOTAL CLEANING	9,933	9,933	9,933	10,933	9,933	9,933	9,933	10,878	10,878	11,488	10,878	10,878	125,552	0.46

ACF 2014 Proposed Budget 12/21/14

12/25/2013 6:24 PM

NRA: 271,756

B&B Alexandria Corporate Park Management, LLC
2014 Operating Budget
Cash Flow Detail

Utilities	Account Number	Jan												Total	Cost/ Sq. Ft.
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Electricity	5020-01	9,937	10,728	11,267	10,251	10,824	14,868	15,708	14,272	10,724	10,412	10,641	10,073	139,705	0.51
Gas	5020-03	7,780	6,613	3,637	821	651	105	119	54	243	1,049	1,714	4,650	27,435	0.10
Water & Sewer	5020-05	876	876	762	762	762	1,104	1,104	1,104	835	835	835	810	10,665	0.04
Telephone	5010-21	250	250	250	250	250	250	250	250	250	250	250	250	3,000	0.01
Rambl'g Mtr - Utilities Electric	5020-15	14,877	15,258	13,418	10,844	16,215	20,296	22,189	19,551	16,383	18,126	18,452	18,346	204,254	0.75
TOTAL UTILITIES		33,719	33,724	29,334	22,928	28,701	36,923	39,370	35,231	28,435	30,672	31,893	34,128	385,059	1.42
REPAIRS & MAINTENANCE															
Trash Removal	5020-04	584	584	584	584	584	584	584	584	584	584	584	584	7,008	0.03
Pull Service - Repair & Maint	5020-19	0	0	400	0	0	400	0	0	400	0	0	400	1,600	0.01
Electrical Repairs	5025-04	0	0	500	20,000	0	500	1,850	2,500	500	0	0	0	26,350	0.10
Electrical Supplies	5025-05	0	0	250	0	0	250	0	0	250	0	0	250	1,000	0.00
Contract Serv - Elevator	5025-07	448	448	448	448	448	448	448	448	448	448	448	448	5,376	0.02
Elevator Repairs/ Inspection Fees	5025-08	0	0	0	337	400	0	0	0	0	337	400	0	1,474	0.01
Elevator Phones	5025-10	405	85	85	85	85	85	85	85	85	85	85	85	1,340	0.00
Fire Life Safety	5025-11	0	0	355	300	0	3,510	0	0	355	85	85	355	4,875	0.02
Fire Life Safety Repairs/Security	5025-12	500	0	0	0	0	0	1,000	0	0	0	0	0	1,500	0.01
Contract Services - HVAC	5025-14	5,865	1,200	0	5,865	1,200	3,000	5,865	1,200	0	5,865	1,200	0	28,260	0.10
Pull Service - HVAC Repairs	5025-15	0	0	3,000	0	500	3,000	0	0	3,000	500	0	0	13,000	0.05
Pest Control	5025-32	292	72	72	72	72	72	72	72	72	72	72	72	1,084	0.00
Plumbing Supplies	5025-34	0	0	400	0	0	400	0	0	400	0	0	400	1,600	0.01
Roof Repairs	5025-37	0	0	0	1,500	0	0	0	0	0	0	0	0	1,500	0.01
Repair & Maintenance - Exterior	5025-33	0	0	5,000	0	0	7,500	4,600	0	0	0	0	0	18,100	0.07
R&M - Staircases	5035-03	7,489	7,489	7,489	7,489	7,489	7,489	7,633	7,633	7,633	7,633	7,633	7,633	90,732	0.33
Keys & Locks	5055-11	100	0	0	100	0	0	100	0	0	100	0	0	400	0.00
Uniforms	5055-15	90	90	90	90	90	90	90	90	440	90	90	90	1,430	0.01
TOTAL REPAIRS & MAINTENANCE		15,773	9,968	18,673	36,870	10,868	24,328	22,327	12,612	14,167	15,714	10,512	14,817	206,629	0.76
ROADS & GROUNDS															
Pull Service - Landscape	5025-19	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	12,240	0.05
Snow Removal	5025-42	10,000	10,000	0	0	0	0	0	0	0	0	0	0	25,000	0.09
TOTAL ROADS & GROUNDS		11,020	11,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	37,240	0.14

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NRA: 211,756

B&B Alexandria Corporate Park Management, LLC
2014 Operating Budget
Cash Flow Detail

Account Number	Jan												Total	Cost/ Sq. Ft.
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
SECURITY														
Contract Service/Security/Phone	175	175	175	175	175	175	175	175	175	175	175		2,100	0.01
TOTAL SECURITY	175	175	175	175	175	175	175	175	175	175	175		2,100	0.01
PROPERTY MANAGEMENT														
Property Management Fees	6,523	6,523	6,025	6,127	6,156	6,155	6,127	6,584	6,517	6,776	6,803		76,444	0.28
TOTAL PROPERTY MANAGEMENT	6,523	6,523	6,025	6,127	6,156	6,155	6,127	6,584	6,517	6,776	6,803		76,444	0.28
ASSET MANAGEMENT														
Asset Management Fees	6,523	6,523	6,025	6,127	6,156	6,155	6,127	6,584	6,517	6,776	6,803		76,444	0.28
ADMINISTRATIVE														
Bank Charges	220	220	220	220	220	220	220	220	220	220	220		2,640	0.01
Postage	0	0	30	0	0	30	0	30	0	30	30		120	0.00
Telephone/Blackberry	300	300	300	300	300	300	300	300	300	300	300		3,600	0.01
PA Management Salaries	4,203	4,203	4,203	4,203	4,203	4,203	4,203	4,203	4,203	4,203	4,203		50,436	0.19
Office Supplies/Services	2,060	210	345	2,060	210	345	2,060	210	345	2,060	210		10,460	0.04
TOTAL ADMINISTRATIVE	6,783	4,933	5,098	6,783	4,933	5,098	6,783	4,933	5,098	6,783	4,933		67,266	0.25
TAXES														
Property Taxes	39,776	39,776	39,776	39,776	39,776	39,776	39,776	39,776	39,776	39,776	39,776		477,312	1.76
Property Taxes - Other	828	828	828	828	828	828	828	828	828	828	828		9,936	0.04
TOTAL TAXES	40,604	40,604	40,604	40,604	40,604	40,604	40,604	40,604	40,604	40,604	40,604		487,250	1.79
INSURANCE														
Insurance-property & liability	2,863	2,863	2,863	2,863	2,863	2,863	2,863	2,863	2,863	2,863	2,863		34,351	0.13
TOTAL INSURANCE	2,863	2,863	2,863	2,863	2,863	2,863	2,863	2,863	2,863	2,863	2,863		34,351	0.13
TOTAL RECOVERABLE EXPENSES	133,916	126,266	119,750	134,430	111,409	133,253	135,329	120,570	116,408	122,353	116,429		1,098,304	5.51
NON-RECOVERABLE EXPENSES														
Legal Fees	0	0	1,000	0	0	1,000	0	0	1,000	0	0		4,000	0.01
Professional Fees	1,000	0	0	0	0	0	0	0	0	0	1,000		2,000	0.01
TOTAL NON-RECOVERABLE EXPENSES	1,000	0	1,000	0	0	1,000	0	0	1,000	0	0		6,000	0.02
NET OPERATING INCOME	191,244	199,893	180,500	177,928	190,390	173,486	177,030	185,788	211,810	203,505	222,347		2,317,886	8.53

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NRA: 271,756

B&B Alexandria Corporate Park Management, LLC
2014 Operating Budget
Cash Flow Detail

Account Number	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Cost/ Sq. Ft.
DEBT SERVICE														
INTEREST EXPENSE														
Mortgage Interest Expense (2014 multi loan)	8630-00	106,256	97,463	107,623	204,400	216,900	204,400	216,900	204,400	216,900	204,400	216,900	2,162,092	6.46
Loan Interest Expense (6.64% facility)	0630-00	9,745	8,711	2,542	0	0	0	0	0	0	0	0	27,998	0.08
TOTAL INTEREST EXPENSE		115,992	106,174	110,165	204,400	216,900	204,400	216,900	204,400	216,900	204,400	216,900	2,190,090	6.54
PRINCIPAL PAYMENTS														
Mortgage Principal Payment (2014 multi loan)	2401-00	62,201	62,201	21,484,464	0	0	0	0	0	0	0	0	31,600,942	116.21
Loan Principal Payment (6.64% facility)	2402-00	27,707	27,707	2,687,444	0	0	0	0	0	0	0	0	2,002,828	7.40
TOTAL PRINCIPAL PAYMENTS		90,908	90,908	24,171,908	0	0	0	0	0	0	0	0	33,603,770	123.61
TI Reserve Funding														
TI Reserve Funding	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	300,000	1.10
Replacement Reserve Funding	5,587	5,587	5,587	5,587	5,587	5,587	5,587	5,587	5,587	5,587	5,587	5,587	67,039	0.25
TOTAL DEBT SERVICE		239,486	227,799	34,236,627	234,587	241,387	234,587	241,387	234,587	241,387	234,587	241,387	3,634,919	135.60
ADDITIONAL SOURCES/USES OF CASH FLOW														
Phos - New Financing (estimate 2014 closing date)	0	0	0	56,000,000	0	0	0	0	0	0	0	0	56,000,000	
Transfer (to) from General Reserve	59,000	29,000	0	0	0	0	0	0	0	0	0	0	72,000	
Lease Refinancing Fees, Closing Costs & Escrow Fees	0	0	(1,200,978)	0	0	0	0	0	0	0	0	0	(1,200,978)	
Lease Refinancing Fees to Swap Finance	0	0	(150,000)	0	0	0	0	0	0	0	0	0	(150,000)	
NET CASH FLOW AVAILABLE BEFORE DISTRIBUTIONS		1,758	1,095	583,895	(62,658)	(44,997)	(61,101)	(70,357)	(55,598)	(22,777)	(37,882)	(12,240)	187,717	
CO-OWNER DISTRIBUTION														
Phos Distribution	0	0	0	0	0	0	0	0	0	0	0	0	0	
NET CASH FLOW		1,758	1,095	583,895	(62,658)	(44,997)	(61,101)	(70,357)	(55,598)	(22,777)	(37,882)	(12,240)	187,717	0.69

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