

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 10-Q**

(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2017**

**OR**

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**FOR THE TRANSITION PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_**

**COMMISSION FILE NUMBER: 001-33097**

**GLADSTONE COMMERCIAL CORPORATION**

(Exact name of registrant as specified in its charter)

**MARYLAND**

(State or other jurisdiction of  
incorporation or organization)

**02-0681276**

(I.R.S. Employer  
Identification No.)

**1521 WESTBRANCH DRIVE, SUITE 100  
MCLEAN, VIRGINIA**

(Address of principal executive offices)

**22102**

(Zip Code)

**(703) 287-5800**

(Registrant's telephone number, including area code)

**Not Applicable**

(Former name, former address and formal fiscal year, if changed since last report)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

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Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The number of shares of the registrant's Common Stock, \$0.001 par value, outstanding as of October 31, 2017 was 27,705,664.

**GLADSTONE COMMERCIAL CORPORATION**  
**FORM 10-Q FOR THE QUARTER ENDED**  
**September 30, 2017**

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**PART I – FINANCIAL INFORMATION**

**Item 1. Financial Statements**

**Gladstone Commercial Corporation**  
**Condensed Consolidated Balance Sheets**  
**(Dollars in Thousands, Except Share and Per Share Data)**  
**(Unaudited)**

	September 30, 2017	December 31, 2016
<b>ASSETS</b>		
Real estate, at cost	\$ 880,614	\$ 821,749
Less: accumulated depreciation	146,229	131,661
Total real estate, net	734,385	690,088
Lease intangibles, net	115,210	105,553
Real estate and related assets held for sale, net	—	9,562
Cash and cash equivalents	4,287	4,658
Restricted cash	3,533	3,030
Funds held in escrow	12,312	6,806
Deferred rent receivable, net	31,030	29,725
Other assets	4,094	2,320
<b>TOTAL ASSETS</b>	<b>\$ 904,851</b>	<b>\$ 851,742</b>
<b>LIABILITIES, MEZZANINE EQUITY AND STOCKHOLDERS' EQUITY</b>		
<b>LIABILITIES</b>		
Mortgage notes payable, net (1)	\$ 450,032	\$ 445,278
Borrowings under Revolver, net	43,933	39,225
Borrowings under Term Loan, net	24,912	24,892
Deferred rent liability, net	15,554	12,647
Asset retirement obligation	3,136	3,406
Accounts payable and accrued expenses	8,221	5,891
Liabilities related to assets held for sale, net	—	1,041
Due to Adviser and Administrator (1)	2,250	2,075
Other liabilities	7,803	6,667
<b>TOTAL LIABILITIES</b>	<b>\$ 555,841</b>	<b>\$ 541,122</b>
<b>Commitments and contingencies (2)</b>		
<b>MEZZANINE EQUITY</b>		
Series D redeemable preferred stock, net, par value \$0.001 per share; \$25 per share liquidation preference; 6,000,000 shares authorized; and 3,364,900 and 2,917,458 shares issued and outstanding at September 30, 2017 and December 31, 2016, respectively (3)	\$ 81,978	\$ 70,743
<b>TOTAL MEZZANINE EQUITY</b>	<b>\$ 81,978</b>	<b>\$ 70,743</b>
<b>STOCKHOLDERS' EQUITY</b>		
Series A and B redeemable preferred stock, par value \$0.001 per share; \$25 per share liquidation preference; 5,350,000 shares authorized and 2,264,000 shares issued and outstanding at September 30, 2017 and December 31, 2016, respectively	\$ 2	\$ 2
Senior common stock, par value \$0.001 per share; 4,450,000 shares authorized; and 928,192 and 959,552 shares issued and outstanding at September 30, 2017 and December 31, 2016, respectively	1	1
Common stock, par value \$0.001 per share, 34,200,000 and 34,040,000 shares authorized and 27,694,624 and 24,882,758 shares issued and outstanding at September 30, 2017 and December 31, 2016, respectively	28	25
Additional paid in capital	520,143	463,436
Accumulated other comprehensive income	172	—
Distributions in excess of accumulated earnings	(253,314)	(223,587)
<b>TOTAL STOCKHOLDERS' EQUITY</b>	<b>267,032</b>	<b>239,877</b>
<b>TOTAL LIABILITIES, MEZZANINE EQUITY AND STOCKHOLDERS' EQUITY</b>	<b>\$ 904,851</b>	<b>\$ 851,742</b>

(1) Refer to Note 2 "Related-Party Transactions"

(2) Refer to Note 9 "Commitments and Contingencies"

(3) Refer to Note 10 "Stockholders' and Mezzanine Equity"

The accompanying notes are an integral part of these condensed consolidated financial statements.

**Gladstone Commercial Corporation**  
**Condensed Consolidated Statements of Operations and Other Comprehensive Income (Loss)**  
**(Dollars in Thousands, Except Share and Per Share Data)**  
**(Unaudited)**

	For the three months ended September 30,		For the nine months ended September 30,	
	2017	2016	2017	2016
<b>Operating revenues</b>				
Rental revenue	\$ 23,815	\$ 21,205	\$ 68,253	\$ 62,752
Tenant recovery revenue	550	384	1,294	1,226
Interest income from mortgage note receivable	—	—	—	385
Total operating revenues	24,365	21,589	69,547	64,363
<b>Operating expenses</b>				
Depreciation and amortization	10,829	9,459	30,673	27,796
Property operating expenses	2,178	1,410	5,062	4,455
Base management fee (1)	1,277	1,072	3,665	2,789
Incentive fee (1)	640	564	1,760	1,837
Administration fee (1)	293	311	993	1,086
General and administrative	650	570	1,776	1,882
Impairment charge	—	1,786	3,999	2,016
Total operating expenses	15,867	15,172	47,928	41,861
<b>Other (expense) income</b>				
Interest expense	(6,119)	(6,338)	(18,223)	(19,648)
Distributions attributable to Series C mandatorily redeemable preferred stock	—	(131)	—	(1,502)
Gain (loss) on sale of real estate, net	1	(24)	3,993	(24)
Other income	3	3	14	337
Total other expense, net	(6,115)	(6,490)	(14,216)	(20,837)
<b>Net income (loss)</b>	<b>2,383</b>	<b>(73)</b>	<b>7,403</b>	<b>1,665</b>
Distributions attributable to Series A, B and D preferred stock	(2,520)	(2,002)	(7,330)	(4,292)
Distributions attributable to senior common stock	(247)	(254)	(744)	(758)
<b>Net loss attributable to common stockholders</b>	<b>\$ (384)</b>	<b>\$ (2,329)</b>	<b>\$ (671)</b>	<b>\$ (3,385)</b>
<b>Loss per weighted average share of common stock - basic &amp; diluted</b>				
Loss attributable to common shareholders	\$ (0.01)	\$ (0.10)	\$ (0.03)	\$ (0.15)
<b>Weighted average shares of common stock outstanding</b>				
Basic and Diluted	27,234,569	23,509,054	25,833,423	22,915,086
Distributions declared per common share	\$ 0.375	\$ 0.375	\$ 1.125	\$ 1.125
Earnings per weighted average share of senior common stock	\$ 0.26	\$ 0.26	\$ 0.79	\$ 0.79
Weighted average shares of senior common stock outstanding - basic	932,636	959,552	947,238	961,041
<b>Other comprehensive income</b>				
Change in unrealized (loss) gain related to interest rate swap	\$ (7)	\$ —	\$ 172	\$ —
<b>Other comprehensive income</b>	<b>(7)</b>	<b>—</b>	<b>172</b>	<b>—</b>
<b>Net income (loss)</b>	<b>2,383</b>	<b>(73)</b>	<b>7,403</b>	<b>1,665</b>
<b>Comprehensive income (loss)</b>	<b>\$ 2,376</b>	<b>\$ (73)</b>	<b>\$ 7,575</b>	<b>\$ 1,665</b>

(1) Refer to Note 2 “Related-Party Transactions”

The accompanying notes are an integral part of these condensed consolidated financial statements.

**Gladstone Commercial Corporation**  
**Condensed Consolidated Statements of Cash Flows**  
**(Dollars in Thousands)**  
**(Unaudited)**

	For the nine months ended September 30,	
	2017	2016
<b>Cash flows from operating activities:</b>		
Net income	\$ 7,403	\$ 1,665
<b>Adjustments to reconcile net income to net cash provided by operating activities:</b>		
Depreciation and amortization	30,673	27,796
Impairment charge	3,999	2,016
(Gain) loss on sale of real estate, net	(3,993)	24
Amortization of deferred financing costs	1,248	1,537
Amortization of deferred rent asset and liability, net	(633)	(363)
Amortization of discount and premium on assumed debt	(80)	(145)
Gain on interest rate swap	172	—
Asset retirement obligation expense	96	114
<b>Operating changes in assets and liabilities</b>		
(Increase) decrease in other assets	(1,732)	288
Increase in deferred rent receivable	(2,437)	(2,780)
(Decrease) increase in accounts payable, accrued expenses, and amount due Adviser and Administrator	(239)	240
Increase in other liabilities	634	51
Tenant inducement payments	(122)	—
Leasing commissions paid	(192)	(628)
Net cash provided by operating activities	<u>34,797</u>	<u>29,815</u>
<b>Cash flows from investing activities:</b>		
Acquisition of real estate and related intangible assets	(83,242)	(40,900)
Improvements of existing real estate	(8,233)	(3,793)
Proceeds from sale of real estate	29,499	3,022
Collection of mortgage note receivable	—	5,900
Receipts from lenders for funds held in escrow	3,712	2,747
Payments to lenders for funds held in escrow	(5,252)	(2,385)
Receipts from tenants for reserves	1,450	2,678
Payments to tenants from reserves	(783)	(2,219)
(Increase) decrease in restricted cash	(503)	203
Deposits on future acquisitions	(1,650)	(1,750)
Deposits applied against acquisition of real estate investments	1,650	1,250
Net cash used in investing activities	<u>(63,352)</u>	<u>(35,247)</u>
<b>Cash flows from financing activities:</b>		
Proceeds from issuance of equity	69,891	90,999
Offering costs paid	(1,922)	(2,367)
Retirement of senior common stock	(24)	(178)
Redemption of Series C mandatorily redeemable preferred stock	—	(38,500)
Borrowings under mortgage notes payable	51,208	56,005
Payments for deferred financing costs	(992)	(1,024)
Principal repayments on mortgage notes payable	(57,182)	(67,119)
Borrowings from revolving credit facility	89,800	132,500
Repayments on revolving credit facility	(85,300)	(130,500)
(Decrease) increase in security deposits	(165)	73
Distributions paid for common, senior common and preferred stock	(37,130)	(30,862)
Net cash provided by financing activities	<u>28,184</u>	<u>9,027</u>
Net (decrease) increase in cash and cash equivalents	\$ (371)	\$ 3,595
Cash and cash equivalents, beginning of period	\$ 4,658	\$ 5,152
Cash and cash equivalents, end of period	\$ 4,287	\$ 8,747
<b>NON-CASH INVESTING AND FINANCING INFORMATION</b>		
Tenant funded fixed asset improvements	\$ 2,201	\$ 2,570
Assumed mortgage in connection with acquisition	\$ 11,179	\$ —
Assumed interest rate swap fair market value	\$ 42	\$ —
Assumed tenant improvement allowance in connection with acquisition	\$ 3,966	\$ —
Capital improvements included in accounts payable and accrued expenses	\$ 2,053	\$ 2,023

The accompanying notes are an integral part of these condensed consolidated financial statements.

**Gladstone Commercial Corporation**  
**Notes to Condensed Consolidated Financial Statements (Unaudited)**

**1. Organization, Basis of Presentation and Significant Accounting Policies**

Gladstone Commercial Corporation is a real estate investment trust ("REIT") that was incorporated under the General Corporation Law of the State of Maryland on February 14, 2003. We focus on acquiring, owning and managing primarily office and industrial properties. On a selective basis, we may make long term industrial and commercial mortgage loans; however, we do not have any mortgage loans currently outstanding. Subject to certain restrictions and limitations, our business is managed by Gladstone Management Corporation, a Delaware corporation ("Adviser"), and administrative services are provided by Gladstone Administration, LLC, a Delaware limited liability company ("Administrator"), each pursuant to a contractual arrangement with us. Our Adviser and Administrator collectively employ all of our personnel and pay their salaries, benefits, and general expenses directly. Gladstone Commercial Corporation conducts substantially all of its operations through a subsidiary, Gladstone Commercial Limited Partnership, a Delaware limited partnership, or the Operating Partnership.

All further references herein to "we," "our," and "us" mean Gladstone Commercial Corporation and its consolidated subsidiaries, except where it is made clear that the term means only Gladstone Commercial Corporation.

*Interim Financial Information*

Our interim financial statements are prepared in accordance with generally accepted accounting principles ("GAAP") for interim financial information and pursuant to the requirements for reporting on Form 10-Q and in accordance with Article 10 of Regulation S-X. Accordingly, certain disclosures accompanying annual financial statements prepared in accordance with GAAP are omitted. The year-end balance sheet data presented herein was derived from audited financial statements, but does not include all disclosures required by GAAP. In the opinion of our management, all adjustments, consisting solely of normal recurring accruals, necessary for the fair statement of financial statements for the interim period, have been included. The interim financial statements and notes thereto should be read in conjunction with the financial statements and notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2016, as filed with the U.S. Securities and Exchange Commission on February 15, 2017. The results of operations for the three and nine months ended September 30, 2017 are not necessarily indicative of the results that may be expected for other interim periods or for the full fiscal year.

*Use of Estimates*

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could materially differ from those estimates.

*Critical Accounting Policies*

In preparation of our financial statements in accordance with GAAP, we apply certain critical accounting policies which require management to make judgments that are subjective in nature to make certain estimates and assumptions. Application of our accounting policies involves the exercise of judgment regarding the use of assumptions as to future uncertainties, and as a result, actual results could materially differ from these estimates. A summary of all of our significant accounting policies is provided in Note 1 to our consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2016. There were no material changes to our critical accounting policies during the three and nine months ended September 30, 2017.

*Reclassifications*

Certain items on condensed consolidated statement of operations and other comprehensive income (loss) for the three and nine months ended September 30, 2016 have been reclassified to conform to the current period's presentation. These reclassifications had no impact on previously-reported equity, net loss attributable to common stockholders, or net change in cash and cash equivalents.

*Recently Issued Accounting Pronouncements*

In May 2014, the FASB issued guidance regarding the recognition of revenue from contracts with customers. Under this guidance, an entity will recognize revenue to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. This guidance also requires improved disclosures regarding the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. We expect the new revenue standard will apply to executory costs and other components of revenue due under leases that are deemed to be non-lease components (examples include common area maintenance and provision of utilities), even when the revenue for such activities is not separately stipulated in the lease. Revenue from these non-lease components, which were previously recognized on a straight-line basis under current lease guidance, would be recognized under the new revenue guidance as the related services are delivered. As a result, while the total revenue recognized over the lease term would not differ under the new guidance, the revenue recognition pattern could be different. We are in the process of evaluating the significance of the difference in the revenue recognition pattern that would result from this change, and adjustments in revenue recognition attributable to non-lease components will take effect in tandem with the new leasing standard described below, which is effective January 1, 2019. We will adopt this guidance for our annual and interim periods beginning January 1, 2018 and expect to use the modified retrospective method, under which the cumulative effect of initially applying the guidance is recognized at the date of initial application.

In February 2016, the FASB issued ASU 2016-02, "Leases: Amendments to the FASB Accounting Standards Codification" ("ASU 2016-02"). The new standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on the principle of whether or not the lease is effectively a financed purchase by the lessee. This classification will determine whether lease expense is recognized based on an effective interest method or on a straight line basis over the term of the lease, respectively. A lessee is also required to record a right-of-use asset and a lease liability for all leases with a term of greater than 12 months regardless of their classification. Leases with a term of 12 months or less will be accounted for similar to existing guidance for operating leases today. The new standard requires lessors to account for leases using an approach that is substantially equivalent to existing guidance for sales-type leases, direct financing leases and operating leases. ASU 2016-02 is expected to minimally impact our consolidated financial statements as we currently have four operating ground lease arrangements with terms greater than one year for which we are the lessee, and we don't expect the purchase of properties with ground leases to be crucial to our acquisition strategy. We also expect our general and administrative expense to increase as the new standard requires us to expense indirect leasing costs that were previously capitalized to leasing commissions. ASC 2016-02 supersedes the previous leases standard, ASC 840 "Leases." The standard is effective on January 1, 2019, with early adoption permitted and we expect to use the modified retrospective method, under which the cumulative effect of initially applying the guidance is recognized at the date of initial application.

In August 2016, the FASB issued ASU 2016-15, "Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments (a consensus of the Emerging issues Task Force)," which clarifies how entities should classify certain cash receipts and cash payments on the statement of cash flows with the objective of reducing the existing diversity in practice related to eight specific cash flow issues. The areas addressed in the new guidance relate to debt prepayment costs, settlement of zero-coupon debt instruments, contingent consideration payments made after a business combination, proceeds from the settlement of insurance claims, proceeds from the settlement of corporate-owned and bank-owned life insurance policies, distributions received from equity method investments, beneficial interest in securitization transactions and separately identifiable cash flows and application of the predominance principle. The guidance is effective for us beginning January 1, 2018 with early adoption permitted. We do not expect the adoption of this guidance to have a material impact on our consolidated financial statements.

In November 2016, the FASB issued ASU 2016-18, "Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)," which requires the statement of cash flows to explain the change during the period in the total of cash, cash equivalents and amounts described as restricted cash or restricted cash equivalents. Under the new guidance, amounts described as restricted cash and restricted cash equivalents will be included with cash and cash equivalents when reconciling the beginning of period and end of periods total amounts shown on the statement of cash flows. The guidance is effective for us beginning January 1, 2018, with early adoption permitted. We do not expect the adoption of this guidance to have a material impact on our consolidated financial statements.

In August 2017, the FASB issued ASU 2017-12, "Targeted Improvements to Accounting for Hedging Activities" ("ASU 2017-12"). The new standard simplifies the application of hedge accounting and better aligns financial reporting for hedging activities with companies' economic objectives in undertaking those activities. Under the new guidance, all changes in the fair value of highly effective cash flow hedges will be recorded in other comprehensive income instead of income. The new guidance also eases the administrative burden of hedge documentation requirements and assessing hedge effectiveness. The guidance is effective beginning January 1, 2019, with early adoption permitted. We are currently evaluating the impact of this guidance, including transition elections and required disclosures, on our financial statements.

## 2. Related-Party Transactions

### Gladstone Management and Gladstone Administration

We are externally managed pursuant to contractual arrangements with our Adviser and our Administrator, which collectively employ all of our personnel and pay their salaries, benefits, and general expenses directly. Both our Adviser and Administrator are affiliates of ours, as their parent company is owned and controlled by Mr. David Gladstone, our chairman and chief executive officer. Two of our executive officers, Mr. Gladstone and Mr. Terry Brubaker (our vice chairman and chief operating officer) serve as directors and executive officers of our Adviser and our Administrator. Our president, Mr. Robert Cutlip, is an executive managing director of our Adviser. Mr. Michael LiCalsi, our general counsel and secretary, serves as our Administrator's president, general counsel and secretary. We have entered into an advisory agreement with our Adviser, as amended from time to time, or the Advisory Agreement, and an administration agreement with our Administrator, or the Administration Agreement. The services and fees under the Advisory Agreement and Administration Agreement are described below. As of September 30, 2017 and December 31, 2016, \$2.3 million and \$2.1 million, respectively, were collectively due to our Adviser and Administrator.

#### *Base Management Fee*

On July 24, 2015, we entered into a Second Amended and Restated Advisory Agreement with the Adviser, effective July 1, 2015. We subsequently entered into a Third Amended and Restated Advisory Agreement with the Adviser on July 12, 2016, effective July 1, 2016, and, as described below, a Fourth Amended and Restated Investment Advisory Agreement with the Adviser on January 10, 2017, effective October 1, 2016. Our entrance into each of the amended Advisory Agreements was approved unanimously by our Board of Directors. Our Board of Directors reviews and considers renewing the agreement with our Adviser each July. As such, during the July 2017 meeting, the Board of Directors reviewed and renewed the Advisory Agreement for another year, through August 31, 2018.

As a result of the July 2015 amendment, the calculation of the annual base management fee equals 1.5% of our adjusted total stockholders' equity, which is our total stockholders' equity (before giving effect to the base management fee and incentive fee), adjusted to exclude the effect of any unrealized gains or losses that do not affect realized net income (including impairment charges) and adjusted for any one-time events and certain non-cash items (the later to occur for a given quarter only upon the approval of our Compensation Committee). The fee is calculated and accrued quarterly as 0.375% per quarter of such adjusted total stockholders' equity figure. As a result of the July 2016 amendment, the definition of adjusted total stockholders' equity in the calculation of the base management fee and the incentive fee (described below) includes total mezzanine equity. Our Adviser does not charge acquisition or disposition fees when we acquire or dispose of properties, as is common in other externally managed REITs; however, our Adviser may earn fee income from our borrowers, tenants or other sources. Prior to the 2015 amendment, the Advisory Agreement provided for an annual base management fee equal to 2.0% of our common stockholders' equity, which was our total stockholders' equity, less the recorded value of any preferred stock and adjusted to exclude the effect of any unrealized gains, losses, or other items that did not affect realized net income (including impairment charges).

For the three and nine months ended September 30, 2017, we recorded a base management fee of \$1.3 million and \$3.7 million, respectively. For the three and nine months ended September 30, 2016, we recorded a base management fee of \$1.1 million and \$2.8 million, respectively.

#### *Incentive Fee*

As a result of the July 2015 amendment, the calculation of the incentive fee was revised to reward the Adviser in circumstances where our quarterly Core FFO (defined at the end of this paragraph), before giving effect to any incentive fee, or pre-incentive fee Core FFO, exceeds 2.0% quarterly, or 8.0% annualized, of adjusted total stockholders' equity (after giving effect to the base management fee but before giving effect to the incentive fee, and which, as a result of the July 2016 amendment to the Advisory Agreement, now includes total mezzanine equity). We refer to this as the new hurdle rate. The Adviser will receive 15.0% of the amount of our pre-incentive fee Core FFO that exceeds the new hurdle rate. However, in no event shall the incentive fee for a particular quarter exceed by 15.0% (the cap) the average quarterly incentive fee paid by us for the previous four quarters (excluding quarters for which no incentive fee was paid). Core FFO (as defined in the Advisory Agreement) is GAAP net income (loss) available to common stockholders, excluding the incentive fee, depreciation and amortization, any realized and unrealized gains, losses or other non-cash items recorded in net income (loss) available to common stockholders for the period, and one-time events pursuant to changes in GAAP.

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The incentive fee prior to the July 2015 amendment rewarded the Adviser in circumstances where our quarterly funds from operations, or FFO, before giving effect to any incentive fee, or pre-incentive fee FFO, exceeded 1.75%, or 7.0% annualized, or the hurdle rate, of common stockholders' equity. FFO, included any realized capital gains and capital losses, less any distributions paid on preferred stock and Senior Common Stock, but FFO did not include any unrealized capital gains or losses (including impairment charges). The Adviser received 100.0% of the amount of the pre-incentive fee FFO that exceeded the hurdle rate, but was less than 2.1875% of our common stockholders' equity. The Adviser also received an incentive fee of 20.0% of the amount of our pre-incentive fee FFO that exceeded 2.1875% of common stockholders' equity.

For the three and nine months ended September 30, 2017, we recorded an incentive fee of \$0.6 million and \$1.8 million, respectively. For the three and nine months ended September 30, 2016, we recorded an incentive fee of \$0.6 million and \$1.8 million, respectively. The Adviser did not waive any portion of the incentive fee for the three and nine months ended September 30, 2017 or 2016. Waivers are unconditional and cannot be recouped by the Adviser in the future.

### *Capital Gain Fee*

Under the Advisory Agreement, as amended in July 2015, we will pay to the Adviser a capital gains-based incentive fee that will be calculated and payable in arrears as of the end of each fiscal year (or upon termination of the Advisory Agreement). In determining the capital gain fee, we will calculate aggregate realized capital gains and aggregate realized capital losses for the applicable time period. For this purpose, aggregate realized capital gains and losses, if any, equals the realized gain or loss calculated by the difference between the sales price of the property, less any costs to sell the property and the current gross value of the property (which is calculated as the original acquisition price plus any subsequent non-reimbursed capital improvements). At the end of the fiscal year, if this number is positive, then the capital gain fee payable for such time period shall equal 15.0% of such amount. No capital gain fee was recognized during the three and nine months ended September 30, 2017 or 2016.

On January 10, 2017, we amended and restated the Advisory Agreement by entering into the Fourth Amended and Restated Investment Advisory Agreement between us and the Adviser to revise the calculation of the capital gains fee. Based upon the amendment, the calculation of the capital gains fee is based on the all-in acquisition cost of disposed of properties. The impact of this amendment would not have resulted in a capital gains fee for previously reported periods.

### *Termination Fee*

The Advisory Agreement includes a termination fee whereby, in the event of our termination thereof without cause (with 120 days' prior written notice and the vote of at least two-thirds of our independent directors), a termination fee would be payable to the Adviser equal to two times the sum of the average annual base management fee and incentive fee earned by the Adviser during the 24-month period prior to such termination. A termination fee is also payable if the Adviser terminates the Advisory Agreement after we have defaulted and applicable cure periods have expired. The Advisory Agreement may also be terminated for cause by us (with 30 days' prior written notice and the vote of at least two-thirds of our independent directors), with no termination fee payable. Cause is defined in the agreement to include if the Adviser breaches any material provisions thereof, the bankruptcy or insolvency of the Adviser, dissolution of the Adviser and fraud or misappropriation of funds.

### *Administration Agreement*

Under the terms of the Administration Agreement, we pay separately for our allocable portion of the Administrator's overhead expenses in performing its obligations to us including, but not limited to, rent and our allocable portion of the salaries and benefits expenses of our Administrator's employees, including, but not limited to, our chief financial officer, treasurer, chief compliance officer, general counsel and secretary (who also serves as our Administrator's president, general counsel and secretary), and their respective staffs. Our allocable portion of the Administrator's expenses are generally derived by multiplying our Administrator's total expenses by the approximate percentage of time the Administrator's employees perform services for us in relation to their time spent performing services for all companies serviced by our Administrator under contractual agreements. For the three and nine months ended September 30, 2017, we recorded an administration fee of \$0.3 million and \$1.0 million, respectively, and for the three and nine months ended September 30, 2016, we recorded an administration fee of \$0.3 million and \$1.1 million, respectively.

### Gladstone Securities

Gladstone Securities, LLC, or Gladstone Securities, is a privately held broker dealer registered with the Financial Industry Regulatory Authority and insured by the Securities Investor Protection Corporation. Gladstone Securities is an affiliate of ours, as its parent company is owned and controlled by Mr. David Gladstone, our chairman and chief executive officer. Mr. Gladstone also serves on the board of managers of Gladstone Securities.

*Mortgage Financing Arrangement Agreement*

We entered into an agreement with Gladstone Securities, effective June 18, 2013, for it to act as our non-exclusive agent to assist us with arranging mortgage financing for properties we own. In connection with this engagement, Gladstone Securities will, from time to time, continue to solicit the interest of various commercial real estate lenders or recommend to us third party lenders offering credit products or packages that are responsive to our needs. We pay Gladstone Securities a financing fee in connection with the services it provides to us for securing mortgage financing on any of our properties. The amount of these financing fees, which are payable upon closing of the financing, are based on a percentage of the amount of the mortgage, generally ranging from 0.15% to a maximum of 1.0% of the mortgage obtained. The amount of the financing fees may be reduced or eliminated, as determined by us and Gladstone Securities, after taking into consideration various factors, including, but not limited to, the involvement of any third party brokers and market conditions. We paid financing fees to Gladstone Securities of \$0.1 million and \$0.2 million during the three and nine months ended September 30, 2017, respectively, which are included in mortgage notes payable, net, in the consolidated balance sheets, or 0.25% and 0.27%, respectively, of mortgage principal secured. We paid financing fees to Gladstone Securities of \$0.1 million and \$0.2 million during the three and nine months ended September 30, 2016, respectively, which are included in mortgage notes payable, net, in the condensed consolidated balance sheets, or 0.28% and 0.36%, respectively, of mortgage principal secured. Our Board of Directors renewed the agreement for an additional year, through August 31, 2018, at its July 2017 meeting.

**3. Loss per Share of Common Stock**

The following tables set forth the computation of basic and diluted loss per share of common stock for the three and nine months ended September 30, 2017 and 2016. We computed basic loss per share for the three and nine months ended September 30, 2017 and 2016 using the weighted average number of shares outstanding during the periods. Diluted loss per share for the three and nine months ended September 30, 2017 and 2016, reflects additional shares of common stock, related to our convertible Senior Common Stock (if the effect would be dilutive), that would have been outstanding if dilutive potential shares of common stock had been issued, as well as an adjustment to net income available to common stockholders as applicable to common stockholders that would result from their assumed issuance (dollars in thousands, except per share amounts).

	For the three months ended September 30,		For the nine months ended September 30,	
	2017	2016	2017	2016
<b>Calculation of basic loss per share of common stock:</b>				
Net loss attributable to common stockholders	\$ (384)	\$ (2,329)	\$ (671)	\$ (3,385)
Denominator for basic weighted average shares of common stock	27,234,569	23,509,054	25,833,423	22,915,086
Basic loss per share of common stock	\$ (0.01)	\$ (0.10)	\$ (0.03)	\$ (0.15)
<b>Calculation of diluted loss per share of common stock:</b>				
Net loss attributable to common stockholders	\$ (384)	\$ (2,329)	\$ (671)	\$ (3,385)
Add: income impact of assumed conversion of senior common stock (1)	—	—	—	—
Net loss attributable to common stockholders plus assumed conversions (1)	\$ (384)	\$ (2,329)	\$ (671)	\$ (3,385)
Denominator for basic weighted average shares of common stock	27,234,569	23,509,054	25,833,423	22,915,086
Effect of convertible Senior Common Stock (1)	—	—	—	—
Denominator for diluted weighted average shares of common stock (1)	27,234,569	23,509,054	25,833,423	22,915,086
Diluted loss per share of common stock	\$ (0.01)	\$ (0.10)	\$ (0.03)	\$ (0.15)

(1) We excluded shares of Senior Common Stock that are convertible into shares of our common stock in the amount of 73,553 and 800,116 from the calculation of diluted earnings per share for the three and nine months ended September 30, 2017 and 2016, respectively, because it was anti-dilutive.

#### 4. Real Estate and Intangible Assets

##### Real Estate

The following table sets forth the components of our investments in real estate as of September 30, 2017 and December 31, 2016 excluding real estate held for sale as of December 31, 2016 (dollars in thousands):

	September 30, 2017	December 31, 2016
Real estate:		
Land	\$ 117,441	\$ 104,719
Building and improvements	703,644	662,661
Tenant improvements	59,529	54,369
Accumulated depreciation	(146,229)	(131,661)
Real estate, net	<u>\$ 734,385</u>	<u>\$ 690,088</u>

Real estate depreciation expense on building and tenant improvements was \$6.9 million and \$19.8 million for the three and nine months ended September 30, 2017, respectively, and \$6.1 million and \$17.9 million for the three and nine months ended September 30, 2016, respectively.

##### Acquisitions

Acquisitions during the nine months ended September 30, 2016 were accounted for as business combinations in accordance with Accounting Standards Codification (“ASC”) 805 “Business Combinations” (“ASC 805”), as there was a prior leasing history on the property. The fair value of all assets acquired and liabilities assumed were determined in accordance with ASC 805, and all acquisition-related costs were expensed as incurred. Commencing in the fourth quarter of 2016, we early adopted Accounting Standards Update (“ASU”) 2017-01, “Clarifying the Definition of a Business” (“ASU 2017-01”), which narrows the scope of transactions that would be accounted under ASC 805. Under ASU 2017-01, if substantially all of the fair value of the gross assets acquired (or disposed of) is concentrated in a single identifiable asset or a group of similar identifiable assets, the grouping is not a business, and rather an asset acquisition. Beginning in the fourth quarter 2016, acquisitions have been deemed an asset acquisition when evaluated under the new guidance, and all acquisition-related costs have been capitalized.

We acquired five properties during the nine months ended September 30, 2017, and two properties during the nine months ended September 30, 2016, which are summarized below (dollars in thousands):

Nine Months Ended		Square Footage	Lease Term	Purchase Price	Acquisition Expenses	Annualized GAAP Rent	Debt Issued or Assumed
September 30, 2017	(1)	666,451	10.7 Years	\$ 94,421	\$ 1,171	(3) \$ 10,776	\$ 54,887 (4)
September 30, 2016	(2)	226,286	7.8 Years	\$ 40,900	\$ 179	\$ 3,367	\$ 24,000

- (1) On June 22, 2017, we acquired a 60,016 square foot property in Conshohocken, Pennsylvania for \$15.7 million. We assumed \$11.2 million of mortgage debt in connection with this acquisition. The annualized GAAP rent on the 8.5 year lease is \$1.7 million. On July 7, 2017, we acquired a 300,000 square foot property in Philadelphia, Pennsylvania for \$27.1 million. We issued \$14.9 million of mortgage debt with a fixed interest rate of 3.75% in connection with this acquisition. The annualized GAAP rent on the 15.4 year lease is \$2.3 million. On July 31, 2017, we acquired a 306,435 square foot three property portfolio located in Maitland, Florida for \$51.6 million. We issued \$28.8 million of mortgage debt with a fixed interest rate of 3.89% in connection with this acquisition. This portfolio has a weighted average lease term of 8.6 years, and annualized GAAP rent of \$6.8 million.
- (2) On May 26, 2016, we acquired a 107,062 square foot property in Salt Lake City, Utah for \$17.0 million. We borrowed \$9.9 million to fund the acquisition. The annualized GAAP rent on the 6.0 year lease is \$1.4 million. On September 12, 2016, we acquired a 119,224 square foot property in Fort Lauderdale, Florida for \$23.9 million. We borrowed \$14.1 million to fund the acquisition. The annualized GAAP rent on the 9.0 year lease is \$2.0 million.
- (3) We early adopted ASU 2017-01. As a result, we treated our acquisitions during the nine months ended September 30, 2017 as asset acquisitions rather than business combinations. As a result of this treatment, we capitalized \$1.2 million of acquisition costs that would otherwise have been expensed under business combination treatment.

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- (4) We assumed an interest rate swap in connection with \$11.2 million of assumed debt on our Conshohocken, Pennsylvania acquisition, in which we will pay our counterparty a fixed interest rate of 1.80%, and receive a variable interest rate of one month LIBOR from our counterparty. Our interest expense exposure is fixed at 3.55%. The interest rate swap had a fair value of \$0.04 million upon the date of assumption, and subsequently increased in value to \$0.2 million at September 30, 2017. We have elected to treat this interest rate swap as a cash flow hedge, and all changes in fair market value will be recorded to accumulated other comprehensive income on the condensed consolidated balance sheets.

We determined the fair value of assets acquired and liabilities assumed related to the properties acquired during the nine months ended September 30, 2017 and 2016 as follows (dollars in thousands):

**Business Combinations**

Acquired assets and liabilities	Nine months ended September 30, 2017		Nine months ended September 30, 2016	
	Purchase price		Purchase price	
Land	\$	—	\$	7,125
Building and improvements		—		22,934
Tenant Improvements		—		3,240
In-place Leases		—		3,355
Leasing Costs		—		1,437
Customer Relationships		—		3,090
Above Market Leases		—		—
Below Market Leases		—		(281)
<b>Total Purchase Price</b>	<b>\$</b>	<b>—</b>	<b>\$</b>	<b>40,900</b>

**Asset Acquisitions**

Acquired assets and liabilities	Nine months ended September 30, 2017		Nine months ended September 30, 2016	
	Purchase price		Purchase price	
Land	\$	15,137	\$	—
Building		51,186		—
Tenant Improvements		6,060		—
In-place Leases		9,516		—
Leasing Costs		5,083		—
Customer Relationships		6,851		—
Above Market Leases		1,916		—
Below Market Leases		(1,769)		—
Discount on Assumed Debt		399		—
Fair Value of Interest Rate Swap Assumed		42		—
<b>Total Purchase Price</b>	<b>\$</b>	<b>94,421</b>	<b>\$</b>	<b>—</b>
<b>Total Purchase Price on all Acquisitions</b>	<b>\$</b>	<b>94,421</b>	<b>\$</b>	<b>40,900</b>

Below is a summary of the total revenue and loss recognized on the two acquisitions treated as business combinations completed during the nine months ended September 30, 2016 (dollars in thousands):

	For the three months ended September 30,		For the nine months ended September 30,	
	2016		2016	
Rental Revenue	\$	464	\$	603
(Loss)		(82)		(203)

*Pro Forma*

The following table reflects pro-forma consolidated statements of operations as if the business combinations completed in 2016, were completed as of January 1, 2015. The pro-forma earnings for the three and nine months ended September 30, 2016 were adjusted to assume that the acquisition-related costs were incurred as of the beginning of the comparative period (dollars in thousands, except per share amounts):

	For the three months ended September 30,	For the nine months ended September 30,
	2016 (1)	
	(unaudited)	
<b>Operating Data:</b>		
Total operating revenue	\$ 22,012	\$ 66,406
Total operating expenses	(15,205)	(42,968)
Other expenses, net	(6,612)	(21,453)
Net income	195	1,985
Dividends attributable to preferred and senior common stock	(2,256)	(5,050)
Net loss attributable to common stockholders	\$ (2,061)	\$ (3,065)
<b>Share and Per Share Data:</b>		
Basic and diluted loss per share of common stock - pro forma	\$ (0.09)	\$ (0.13)
Basic and diluted loss per share of common stock - actual	\$ (0.10)	\$ (0.15)
Weighted average shares outstanding-basic and diluted	23,509,054	22,915,086

- (1) Pro-forma results for the three and nine months ended September 30, 2017 are identical to actual results on the condensed consolidated statement of operations and other comprehensive income (loss) because we did not complete an acquisition that was accounted for as a business combination during the three and nine months ended September 30, 2017, pursuant to our early adoption of ASU 2017-01.

*Significant Real Estate Activity on Existing Assets*

During the nine months ended September 30, 2017 and 2016, we executed six and seven lease extensions and/or modifications, or new leases, respectively, which are aggregated below (dollars in thousands):

Nine Months Ended	Aggregate Square Footage	Weighted Average Lease Term		Aggregate Annualized GAAP Rent	Aggregate Tenant Improvement	Aggregate Leasing Commissions
September 30, 2017	577,471	8.9 years	(1)	4,062	1,181	475
September 30, 2016	460,017	2.8 years	(2)	1,475	333	221

- (1) Weighted average lease term is weighted according to the annualized GAAP rent earned by each lease. These leases have terms ranging from 1.0 year to 11.3 years.
- (2) Weighted average lease term is weighted according to the annualized GAAP rent earned by each lease. These leases have terms ranging from 1.0 year to 7.3 years.

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*Intangible Assets*

The following table summarizes the carrying value of intangible assets, liabilities and the accumulated amortization for each intangible asset and liability class as of September 30, 2017 and December 31, 2016, excluding real estate held for sale as of December 31, 2016 (dollars in thousands):

	September 30, 2017		December 31, 2016	
	Lease Intangibles	Accumulated Amortization	Lease Intangibles	Accumulated Amortization
In-place leases	\$ 78,975	\$ (32,140)	\$ 71,482	\$ (28,182)
Leasing costs	53,706	(21,889)	48,000	(18,599)
Customer relationships	55,847	(19,289)	50,252	(17,400)
	\$ 188,528	\$ (73,318)	\$ 169,734	\$ (64,181)
	Deferred Rent Receivable/(Liability)	Accumulated (Amortization)/Accretion	Deferred Rent Receivable/(Liability)	Accumulated (Amortization)/Accretion
Above market leases	\$ 12,517	\$ (7,726)	\$ 10,479	\$ (7,296)
Below market leases and deferred revenue	(25,576)	10,022	(21,606)	8,959
	\$ (13,059)	\$ 2,296	\$ (11,127)	\$ 1,663

Total amortization expense related to in-place leases, leasing costs and customer relationship lease intangible assets was \$.9 million and \$10.9 million for the three and nine months ended September 30, 2017, respectively, and \$3.4 million and \$9.9 million for the three and nine months ended September 30, 2016, respectively, and is included in depreciation and amortization expense in the condensed consolidated statements of operations and other comprehensive income (loss).

Total amortization related to above-market lease values was \$0.2 million and \$0.4 million for the three and nine months ended September 30, 2017, respectively, and \$0.1 million and \$0.4 million for the three and nine months ended September 30, 2016, respectively, and is included in rental revenue in the condensed consolidated statements of operations and other comprehensive income (loss). Total amortization related to below-market lease values was \$0.4 million and \$1.1 million for the three and nine months ended September 30, 2017, respectively, and \$0.3 million and \$0.7 million for the three and nine months ended September 30, 2016, respectively, and is included in rental revenue in the condensed consolidated statements of operations and other comprehensive income (loss).

The weighted average amortization periods in years for the intangible assets acquired and liabilities assumed during the nine months ended September 30, 2017 and 2016 were as follows:

Intangible Assets & Liabilities	2017	2016
In-place leases	9.7	7.9
Leasing costs	9.7	7.9
Customer relationships	12.7	12.2
Above market leases	10.2	0.0
Below market leases	9.4	7.9
All intangible assets & liabilities	10.4	9.0

## 5. Real Estate Dispositions, Held for Sale and Impairment Charges

### Real Estate Dispositions

During the nine months ended September 30, 2017, we continued to execute our capital recycling program, whereby we sold properties outside of our core markets and redeployed proceeds to fund property acquisitions in our target secondary growth markets, as well as repay outstanding debt. During the nine months ended September 30, 2017, we sold four non-core properties located in Franklin, New Jersey, Hazelwood, Missouri, Concord Township, Ohio, and Newburyport, Massachusetts, which are summarized below (dollars in thousands):

Aggregate Square Footage Sold	Aggregate Sales Price	Aggregate Sales Costs	Aggregate Impairment Charge for the Nine Months Ended September 30, 2017	Aggregate Gain on Sale of Real Estate, net
593,763	\$ 30,302	\$ 803	\$ 3,999	\$ 3,993

Our dispositions during the nine months ended September 30, 2017 were not classified as discontinued operations because they did not represent a strategic shift in operations, nor will they have a major effect on our operations and financial results. Accordingly, the operating results of these properties are included within continuing operations for all periods reported.

The table below summarizes the components of operating income from the real estate and related assets disposed of during the three and nine months ended September 30, 2017, and 2016 (dollars in thousands):

	For the three months ended September 30,		For the nine months ended September 30,	
	2017	2016	2017	2016
Operating revenue	\$ —	\$ 642	\$ 1,280 (1)	\$ 1,932
Operating expense	31	962	(4) 4,446 (2)	1,626 (4)
Other (expense) income, net	1	(183)	3,831 (3)	(253)
Income (loss) from real estate and related assets sold	\$ (30)	\$ (503)	\$ 665	\$ 53

- (1) Includes a \$0.6 million lease termination revenue from canceling a lease obligation with a tenant that acquired one property from us during the nine months ended September 30, 2017. This fee is recorded as rental revenue on the condensed consolidated statement of operations and other comprehensive income (loss).
- (2) Includes a \$4.0 million impairment charge.
- (3) Includes a \$4.0 million net gain on sale on four properties.
- (4) Includes a \$0.7 million impairment charge.

### Real Estate Held for Sale

At September 30, 2017, we did not have any properties classified as held for sale. At December 31, 2016, we had two properties classified as held for sale, located in Hazelwood, Missouri and Franklin, New Jersey. Both of these properties were sold during the nine months ended September 30, 2017.

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The table below summarizes the components of the assets and liabilities held for sale reflected on the accompanying condensed consolidated balance sheet (dollars in thousands):

	September 30, 2017	December 31, 2016
Assets Held for Sale		
Real estate, at cost	\$ —	\$ 11,454
Less: accumulated depreciation	—	2,668
Total real estate held for sale, net	—	8,786
Lease intangibles, net	—	200
Deferred rent receivable, net	—	575
Other assets	—	1
Total Assets Held for Sale	\$ —	\$ 9,562
Liabilities Held for Sale		
Deferred rent liability, net	\$ —	\$ 755
Asset retirement obligation	—	286
Total Liabilities Held for Sale	\$ —	\$ 1,041

#### Impairment Charges

We evaluated our portfolio for triggering events to determine if any of our held and used assets were impaired during the nine months ended September 30, 2017 and identified two held and used assets which were impaired during first quarter 2017. We did not identify any impairment on held and used assets during the second or third quarter of 2017. For these properties, during first quarter 2017, we received unsolicited interest from potential buyers, and as a result, we included a sale scenario and shortened our hold period when comparing the undiscounted cash flows against the respective carrying values. Based upon our analysis, we concluded that the undiscounted cash flows for these properties were below their respective carrying values indicating that these assets were impaired as of March 31, 2017, and accordingly, we recorded an impairment charge of \$3.7 million during the three months ended March 31, 2017. During the three months ended June 30, 2017, we sold one of these impaired properties to the tenant for a further loss on sale of \$1.8 million. During the second quarter of 2017, we became aware of a decline in the tenant's financial results. The tenant expressed interest in acquiring our property as part of their corporate reorganization. Due to the re-tenanting risk of the property if it were to go vacant and as the location was in a non-core market, we executed a sale with this tenant. We sold the other impaired property during the three months ended September 30, 2017, recognizing a gain on sale of \$1,000.

We did not classify any properties as held for sale at September 30, 2017. During our previous two quarters where we had held for sale activity, we performed an analysis of all properties classified as held for sale, and compared the fair market value of the asset less selling costs against the carrying value of assets available for sale. We recorded an impairment charge of \$0.3 million during the three months ended June 30, 2017 to reduce the carrying value equal to the sales price per the executed purchase and sale agreement, less estimated selling costs.

Fair market value for these assets was calculated using Level 3 inputs, which were determined using comparable asset sale data from the respective asset locations, as well as sales prices from an executed purchase and sale agreement. We continue to evaluate our properties on a quarterly basis for changes that could create the need to record impairment. Future impairment losses may result, and could be significant, should market conditions deteriorate in the markets in which we hold our assets or we are unable to secure leases at terms that are favorable to us, which could impact the estimated cash flow of our properties over the period in which we plan to hold our properties. Additionally, changes in management's decisions to either own and lease long-term or sell a particular asset will have an impact on this analysis.

We recognized \$2.0 million of impairment charges on five properties during the nine months ended September 30, 2016. These properties were impaired through our held for sale carrying value analysis, during the three and nine months ended September 30, 2016, and we concluded that the fair market value less selling costs was below the carrying value of this property. We have sold four of these properties, and one of these properties is classified as a held and used asset during the three and nine months ended September 30, 2017.

The fair values for the above held for sale property was calculated using Level 3 inputs which were calculated using an estimated sales price, less estimated costs to sell. The estimated sales price was determined using an executed purchase and sale agreement.

## 6. Mortgage Note Receivable

On July 25, 2014, we closed a \$5.6 million second mortgage development loan for the construction of an 81,371 square foot, build-to-suit transitional care facility located on a major hospital campus in Phoenix, Arizona. Subsequently, on April 14, 2015, we closed an additional \$0.3 million interim financing loan for the development of the Phoenix, Arizona property. Construction was completed in July 2015 and we earned 9.0% interest, paid currently in cash, on the loan during construction and through maturity. Prior to completion of the facility, we were granted a right of first offer to purchase the property at fair value. We elected not to purchase the property, and received an exit fee upon maturity of the loan in an amount sufficient for us to earn an internal rate of return of 22.0% on the second mortgage development loan, inclusive of interest earned. The principal balance of the loans and all associated interest income and exit fee revenue was received in January 2016. We did not recognize any interest income or exit fee revenue during the three and nine months ended September 30, 2017. We recognized \$0.0 million and \$0.4 million in both cash interest income and exit fee revenue during the three and nine months ended September 30, 2016, respectively. We currently have no mortgage notes receivable outstanding.

## 7. Mortgage Notes Payable and Credit Facility

Our mortgage notes payable and Credit Facility as of September 30, 2017 and December 31, 2016 are summarized below (dollars in thousands):

	Encumbered properties at September 30, 2017	Carrying Value at		Stated Interest Rates at September 30, 2017	Scheduled Maturity Dates at September 30, 2017
		September 30, 2017	December 31, 2016		
<b>Mortgage and other secured loans:</b>					
Fixed rate mortgage loans	48	\$ 385,555	\$ 378,477	(1)	(2)
Variable rate mortgage loans	19	69,835	71,707	(3)	(2)
Premiums and discounts, net	-	(262)	217	N/A	N/A
Deferred financing costs, mortgage loans, net	-	(5,096)	(5,123)	N/A	N/A
Total mortgage notes payable, net	67	\$ 450,032	\$ 445,278	(4)	
Variable rate revolving credit facility	24 (6)	\$ 44,200	\$ 39,700	LIBOR + 2.00%	8/7/2018
Deferred financing costs, revolving credit facility	-	(267)	(475)	N/A	N/A
Total revolver, net	24	\$ 43,933	\$ 39,225		
Variable rate term loan facility	- (6)	\$ 25,000	\$ 25,000	LIBOR + 1.95%	10/5/2020
Deferred financing costs, term loan facility	-	(88)	(108)	N/A	N/A
Total term loan, net	N/A	\$ 24,912	\$ 24,892		
Total mortgage notes payable and credit facility	91	\$ 518,877	\$ 509,395	(5)	

(1) Interest rates on our fixed rate mortgage notes payable vary from 3.55% to 6.63%.

(2) We have 45 mortgage notes payable with maturity dates ranging from 12/1/2017 through 7/1/2045.

(3) Interest rates on our variable rate mortgage notes payable vary from one month LIBOR +2.15% to one month LIBOR +2.75%. At September 30, 2017, one month LIBOR was approximately 1.24%.

(4) The weighted average interest rate on the mortgage notes outstanding at September 30, 2017 was approximately 4.52%.

(5) The weighted average interest rate on all debt outstanding at September 30, 2017 was approximately 4.34%.

(6) The amount we may draw under our Revolver and Term Loan is based on a percentage of the fair value of a combined pool of 24 unencumbered properties as of September 30, 2017.

N/A - Not Applicable

*Mortgage Notes Payable*

As of September 30, 2017, we had 45 mortgage notes payable, collateralized by a total of 67 properties with a net book value of \$674.9 million. We have limited recourse liabilities that could result from any one or more of the following circumstances: a borrower voluntarily filing for bankruptcy, improper conveyance of a property, fraud or material misrepresentation, misapplication or misappropriation of rents, security deposits, insurance proceeds or condemnation proceeds, or physical waste or damage to the property resulting from a borrower's gross negligence or willful misconduct. We have full recourse for \$11.7 million of the mortgages notes payable outstanding, or 2.6% of the outstanding balance. We will also indemnify lenders against claims resulting from the presence of hazardous substances or activity involving hazardous substances in violation of environmental laws on a property.

During the nine months ended September 30, 2017, we repaid four mortgages, collateralized by ten properties, which are aggregated below (dollars in thousands):

Aggregate Fixed Rate Debt Repaid	Weighted Average Interest Rate on Fixed Rate Debt Repaid
\$ 41,077	6.25%

Aggregate Variable Rate Debt Repaid	Weighted Average Interest Rate on Variable Rate Debt Repaid
\$ 8,163	LIBOR + 2.50%

During the nine months ended September 30, 2017, we issued or assumed four mortgages, collateralized by seven properties, and drew an additional advance on an existing mortgage note, collateralized by one property, which are aggregated in the table below (dollars in thousands):

Aggregate Fixed Rate Debt Issued or Assumed	Weighted Average Interest Rate on Fixed Rate Debt	Aggregate Variable Rate Debt Issued or Assumed
\$ 54,887 (1)	3.78% (2)	\$ 7,500 (3)

- (1) We issued or assumed \$54.9 million of fixed rate or swapped to fixed rate debt in connection with our five property acquisitions with maturity dates ranging from April 1, 2026 to August 10, 2027.
- (2) We assumed an interest rate swap in connection with one property acquisition and will be paying an all in fixed rate of 3.55%. The newly issued fixed rate mortgages have rates ranging from 3.75% to 3.89%.
- (3) The interest rate for our issued variable rate mortgage debt is equal to one month LIBOR plus a spread of 2.75%. The maturity date on this new variable rate debt is May 15, 2020. We have entered into a rate cap agreement on our new variable rate debt and will record all fair value changes into interest expense on the condensed consolidated statement of operations and other comprehensive income (loss). The interest rate for our additional advance on the existing mortgage note is equal to one month LIBOR plus a spread of 2.50% and the maturity date is December 1, 2021.

We made payments of \$0.6 million and \$1.0 million for deferred financing costs during the three and nine months ended September 30, 2017, respectively. We made payments of \$0.4 million and \$1.0 million for deferred financing costs during the three and nine months ended September 30, 2016, respectively.

Scheduled principal payments of mortgage notes payable for the remainder of 2017, and each of the five succeeding fiscal years and thereafter are as follows (dollars in thousands):

Year	Scheduled Principal Payments
Three Months Ending December 31, 2017	\$ 10,405
2018	47,806
2019	47,474
2020	19,387
2021	33,367
2022	97,187
Thereafter	199,764
Total	\$ 455,390 (1)

(1) This figure does not include \$0.3 million of premiums and (discounts), net, and \$5.1 million of deferred financing costs, which are reflected in mortgage notes payable on the condensed consolidated balance sheet.

*Interest Rate Cap and Interest Rate Swap Agreements*

We have entered into interest rate cap agreements that cap the interest rate on certain of our variable-rate debt and we have assumed an interest rate swap agreement in which we hedged our exposure to variable interest rates by agreeing to pay fixed interest rates to our counterparty. We have adopted the fair value measurement provisions for our financial instruments recorded at fair value. The fair value guidance establishes a three-tier value hierarchy, which prioritizes the inputs used in measuring fair value. These tiers include: Level 1, defined as observable inputs such as quoted prices in active markets; Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions. Generally, we will estimate the fair value of our interest rate caps and interest rate swap, in the absence of observable market data, using estimates of value including estimated remaining life, counterparty credit risk, current market yield and interest rate spreads of similar securities as of the measurement date. At September 30, 2017 and December 31, 2016, our interest rate cap agreements and interest rate swap were valued using Level 2 inputs.

The fair value of the interest rate cap agreements is recorded in other assets on our accompanying condensed consolidated balance sheets. We record changes in the fair value of the interest rate cap agreements quarterly based on the current market valuations at quarter end as interest expense on our accompanying condensed consolidated statements of operations and other comprehensive income (loss). The following table summarizes the interest rate caps at September 30, 2017 and December 31, 2016 (dollars in thousands):

Aggregate Cost	September 30, 2017		December 31, 2016	
	Aggregate Notional Amount	Aggregate Fair Value	Aggregate Notional Amount	Aggregate Fair Value
\$ 482 (1)	\$ 93,920	\$ 49	\$ 71,721	\$ 101

(1) We have entered into various interest rate cap agreements on variable rate debt with LIBOR caps ranging from 2.50% to 3.00%.

We assumed an interest rate swap agreement in connection with our June 22, 2017 acquisition, whereby we will pay our counterparty an interest rate equivalent to 80% on a monthly basis, and receive payments from our counterparty equivalent to one month LIBOR. The fair value of our interest rate swap agreement is recorded in other assets on our accompanying condensed consolidated balance sheets. We have designated our interest rate swap as a cash flow hedge, and we record changes in the fair value of the interest rate swap agreement to accumulated other comprehensive income on the condensed consolidated balance sheet. We record changes in fair value on a quarterly basis, using current market valuations at quarter end. We assumed our interest rate swap with a value of \$0.04 million on the date of assumption, and the fair market value increased to \$0.2 million at September 30, 2017. The swap has a notional value equal to the debt we assumed of \$11.2 million, and has a termination date of April 1, 2026, which is also the maturity date of the assumed debt.

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The fair value of all mortgage notes payable outstanding as of September 30, 2017 was \$461.8 million, as compared to the carrying value stated above of \$455.4 million. The fair value is calculated based on a discounted cash flow analysis, using management's estimate of market interest rates on long-term debt with comparable terms and loan to value ratios. The fair value was calculated using Level 3 inputs of the hierarchy established by ASC 820, "Fair Value Measurements and Disclosures."

### *Credit Facility*

In August 2013, we procured a senior unsecured revolving credit facility, or the Revolver, with KeyBank National Association ("KeyBank") (serving as a lender, a letter of credit issuer and an administrative agent). On October 5, 2015, we expanded our Revolver to \$85.0 million, extended the maturity date one year through August 2018, with a one-year extension option through August 2019. We also added a \$25.0 million term loan facility, or the Term Loan, which matures in October 2020. The Revolver and the Term Loan are referred to collectively herein as the Credit Facility. The interest rate on the Revolver was also reduced by 25 basis points at each of the leverage tiers and the total maximum commitment under the Credit Facility was increased from \$100.0 million to \$150.0 million. We also added three new lenders to the bank syndicate, which is now comprised of KeyBank, Comerica Bank, Fifth Third Bank, US Bank and Huntington Bank.

The Term Loan is subject to the same leverage tiers as the Revolver; however the interest rate at each leverage tier is five basis points lower. We have the option to repay the Term Loan in full, or in part, at any time without penalty or premium prior to the maturity date.

As of September 30, 2017, there was \$69.2 million outstanding under our Credit Facility at a weighted average interest rate of approximately 3.22% and \$1.0 million outstanding under letters of credit at a weighted average interest rate of 2.00%. As of September 30, 2017, the maximum additional amount we could draw under the Revolver was \$34.0 million. We were in compliance with all covenants under the Credit Facility as of September 30, 2017.

The amount outstanding under the Credit Facility approximates fair value as of September 30, 2017.

### **8. Mandatorily Redeemable Term Preferred Stock**

In February 2012, we completed a public offering of 1,540,000 shares of 7.125% Series C Cumulative Term Preferred Stock ("Term Preferred Stock"), par value \$0.001 per share, at a public offering price of \$25.00 per share. Gross proceeds of the offering totaled \$38.5 million and net proceeds, after deducting offering expenses borne by us, were \$36.7 million. The shares of the Term Preferred Stock had a mandatory redemption date of January 31, 2017. During the year ended December 31, 2016, we redeemed all outstanding shares of the Term Preferred Stock. Accordingly, we wrote-off unamortized offering costs of \$0.2 million during the year ended December 31, 2016, which were recorded to interest expense in our condensed consolidated statements of operations and other comprehensive income (loss).

The Term Preferred Stock was recorded as a liability in accordance with ASC 480, "Distinguishing Liabilities from Equity," which states that mandatorily redeemable financial instruments should be classified as liabilities and therefore the related dividend payments are treated as a component of interest expense in the condensed consolidated statements of operations and other comprehensive income (loss).

### **9. Commitments and Contingencies**

#### *Ground Leases*

We are obligated as lessee under four ground leases. Future minimum rental payments due under the terms of these leases as of September 30, 2017 are as follows (dollars in thousands):

Year	Minimum Rental Payments Due
Three Months Ending December 31, 2017	\$ 117
2018	465
2019	465
2020	466
2021	392
2022	319
Thereafter	4,236
Total	\$ 6,460

Expenses recorded in connection to rental expense incurred for the properties listed above during the three and nine months ended September 30, 2017 were \$0.1 million and \$0.4 million, respectively, and during the three and nine months ended September 30, 2016 were \$0.1 million and \$0.4 million, respectively. Rental expenses are reflected in property operating expenses on the condensed consolidated statements of operations and other comprehensive income (loss).

*Letters of Credit*

As of September 30, 2017, there was \$1.0 million outstanding under letters of credit. These letters of credit are not reflected on our condensed consolidated balance sheet.

**10. Stockholders' and Mezzanine Equity**

Stockholders' Equity

The following table summarizes the changes in our stockholders' equity for the nine months ended September 30, 2017 (dollars in thousands):

	Shares Issued and Retired						Additional Paid in Capital	Accumulated Other Comprehensive Income (1)	Distributions in Excess of Accumulated Earnings	Total Stockholders' Equity
	Series A and B Preferred Stock	Common Stock	Senior Common Stock	Series A and B Preferred Stock	Senior Common Stock	Common Stock				
Balance at December 31, 2016	2,264,000	24,882,758	959,552	\$ 2	\$ 1	\$ 25	\$ 463,436	\$ —	\$ (223,587)	\$ 239,877
Issuance of Series A and B preferred stock and common stock, net	—	2,785,303	—	—	—	3	56,731	—	—	56,734
Conversion of senior common stock to common stock	—	26,563	(29,762)	—	—	—	—	—	—	—
Retirement of senior common stock, net	—	—	(1,598)	—	—	—	(24)	—	—	(24)
Distributions declared to common, senior common and preferred stockholders	—	—	—	—	—	—	—	—	(37,130)	(37,130)
Comprehensive income	—	—	—	—	—	—	—	172	—	172
Net income	—	—	—	—	—	—	—	—	7,403	7,403
Balance at September 30, 2017	2,264,000	27,694,624	928,192	\$ 2	\$ 1	\$ 28	\$ 520,143	\$ 172	\$ (253,314)	\$ 267,032

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- (1) The only element of comprehensive income recorded in the nine months ended September 30, 2017 relates to the fair value adjustment of \$0.17 million related to our assumed interest rate swap described in Footnote 7 "Mortgage Notes Payable and Credit Facility," to these condensed consolidated financial statements.

*Distributions*

We paid the following distributions per share for the three and nine months ended September 30, 2017 and 2016:

	For the three months ended September 30,		For the nine months ended September 30,	
	2017	2016	2017	2016
Common Stock	\$ 0.375	\$ 0.375	\$ 1.125	\$ 1.125
Senior Common Stock	0.2625	0.2625	0.7875	0.7875
Series A Preferred Stock	0.4843749	0.4843749	1.4531247	1.4531247
Series B Preferred Stock	0.4688	0.4688	1.4063	1.4063
Series C Preferred Stock	—	0.2424 (1)	—	1.1330 (1)
Series D Preferred Stock	0.4375	0.4375	1.3125	0.6163

- (1) We fully redeemed our Series C Preferred Stock on August 19, 2016.

*Recent Activity*Common Stock Offering

In July 2017, we completed an overnight offering of 1.2 million shares of our common stock, at a public offering price of \$20.52 per share. Net proceeds, after deducting underwriter discounts, were \$22.7 million. The proceeds from this offering were used to acquire real estate, repay existing indebtedness, and for other general corporate purposes. The offering's underwriters exercised their overallotment option, purchasing an additional 0.2 million shares of our common stock at the public offering price of \$20.52 per share. Net proceeds from exercise of the option to purchase additional shares, after deducting underwriter discounts, were \$3.4 million. The proceeds from this overallotment were also used to acquire real estate, repay existing indebtedness, and for other general corporate purposes.

Common Stock ATM Program

In February 2016, we amended our common ATM program with Cantor Fitzgerald (the "Common Stock ATM Program"). The amendment increased the amount of shares of common stock that we may offer and sell through Cantor Fitzgerald, to \$160.0 million. All other material terms of the Common Stock ATM program remained unchanged. During the nine months ended September 30, 2017, we sold 1.5 million shares of common stock, raising \$30.8 million in net proceeds under the Common Stock ATM Program. As of September 30, 2017, we had a remaining capacity to sell up to \$101.1 million of common stock under the Common Stock ATM Program.

Series A and B Preferred Stock ATM Programs

In February 2016, we entered into an open market sales agreement with Cantor Fitzgerald (the "Series A and B Preferred ATM Program"), pursuant to which we may, from time to time, offer to sell (i) shares of our 7.75% Series A Cumulative Redeemable Preferred Stock ("Series A Preferred"), and (ii) shares of our 7.50% Series B Cumulative Redeemable Preferred Stock ("Series B Preferred"), having an aggregate offering price of up to \$40.0 million, through Cantor Fitzgerald, acting as sales agent and/or principal. We did not sell any shares of our Series A Preferred or Series B Preferred during the nine months ended September 30, 2017. As of September 30, 2017, we had a remaining capacity to sell up to \$37.2 million of preferred stock under the Series A and B Preferred ATM Program.

Mezzanine Equity

The 7.00% Series D Cumulative Redeemable Preferred Stock (“Series D Preferred”), is classified as mezzanine equity in our condensed consolidated balance sheet because it is redeemable at the option of the shareholder upon a change of control of greater than 50% in accordance with ASC 480-10-S99 “Distinguishing Liabilities from Equity,” which requires mezzanine equity classification for preferred stock issuances with redemption features which are outside of the control of the issuer. A change in control of our company, outside of our control, is only possible if a tender offer is accepted by over 90% of our shareholders. All other change in control situations would require input from our Board of Directors. We will periodically evaluate the likelihood that a change of control greater than 50% will take place, and if we deem this probable, we would adjust the Series D Preferred presented in mezzanine equity to their redemption value, with the offset to gain (loss) on extinguishment. We currently believe the likelihood of a change of control greater than 50% is remote.

In June 2016, we entered into an open market sales agreement with Cantor Fitzgerald (the “Series D Preferred ATM Program”), pursuant to which we may, from time to time, offer to sell shares of our Series D Preferred, having an aggregate offering price of up to \$50.0 million, through Cantor Fitzgerald, acting as sales agent and/or principal. During the nine months ended September 30, 2017, we sold approximately 0.4 million shares of our Series D Preferred for net proceeds of \$1.2 million. As of September 30, 2017, we had a remaining capacity to sell up to \$22.3 million of Series D Preferred under the Series D Preferred ATM Program.

Amendment to Articles of Incorporation

On January 11, 2017, we filed with the Maryland State Department of Assessments and Taxation an Articles Supplementary reclassifying the remaining 160,000 authorized but unissued shares of our Series C Preferred Stock, as authorized but unissued shares of our common stock, and made a corresponding amendment to the Operating Partnership’s Partnership Agreement with regard to corresponding units of partnership interest. As a result of the reclassification, there are zero authorized shares of Series C Preferred Stock and zero authorized corresponding units of partnership interest remaining. On the same date, we filed with the Maryland State Department of Assessments and Taxation an Articles of Restatement, restating and integrating into a single instrument all prior Articles Supplementary and amendments thereto.

**11. Subsequent Events***Distributions*

On October 10, 2017, our Board of Directors declared the following monthly distributions for the months of October, November and December of 2017:

Record Date	Payment Date	Common Stock Distributions per Share	Series A Preferred Distributions per Share	Series B Preferred Distributions per Share	Series D Preferred Distributions per Share
October 20, 2017	October 31, 2017	\$ 0.125	\$ 0.1614583	\$ 0.15625	\$ 0.1458333
November 20, 2017	November 30, 2017	0.125	0.1614583	0.15625	0.1458333
December 19, 2017	December 29, 2017	0.125	0.1614583	0.15625	0.1458333
		<u>\$ 0.375</u>	<u>\$ 0.4843749</u>	<u>\$ 0.46875</u>	<u>\$ 0.4374999</u>

Senior Common Stock Distributions		
Payable to the Holders of Record During the Month of:	Payment Date	Distribution per Share
October	November 7, 2017	\$ 0.0875
November	December 7, 2017	0.0875
December	January 8, 2018	0.0875
		<u>\$ 0.2625</u>

*Held for Sale and Leasing Activity*

On October 19, 2017, we executed a purchase and sale agreement with the tenant leasing our Arlington, Texas property to sell them the property for \$5.6 million. We expect the sale to be completed during first quarter 2018. Concurrently with the purchase and sale agreement, we executed a lease amendment with this tenant, whereby the tenant has agreed to a 10-year renewal if the sale of this property is not completed for any reason.

*Credit Facility Activity*

On October 27, 2017, we amended our existing Credit Facility. The Term Loan component of the Credit Facility was increased from \$25.0 million, to \$75.0 million, with the Revolver commitment remaining at \$85.0 million. The Term Loan has a new five-year term, with a maturity date of October 27, 2022, and the Revolver has a new four-year term, with a maturity date of October 27, 2021. The interest rate for the Credit Facility was reduced by 25 basis points at each of the leverage tiers. We entered into interest rate cap agreements on the amended Term Loan, which cap LIBOR at 2.75%. We used the net proceeds of the amended Credit Facility to repay all previously existing borrowings under the Revolver. We incurred fees of approximately \$0.9 million in connection with the Credit Facility amendment. The bank syndicate is now comprised of KeyBank, Fifth Third Bank, US Bank and Huntington Bank.

*ATM Equity Activity*

Subsequent to September 30, 2017 and through October 31, 2017, we raised \$0.2 million in net proceeds from the sale of 0.01 million shares of common stock in our Common Stock ATM Program. We made no sales under our Series A, B or D Preferred ATM Programs subsequent to September 30, 2017 and through October 31, 2017.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

*All statements contained herein, other than historical facts, may constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. These statements may relate to, among other things, future events or our future performance or financial condition. In some cases, you can identify forward-looking statements by terminology such as "may," "might," "believe," "will," "provided," "anticipate," "future," "could," "growth," "plan," "intend," "expect," "should," "would," "if," "seek," "possible," "potential," "likely" or the negative of such terms or comparable terminology. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our business, financial condition, liquidity, results of operations, funds from operations or prospects to be materially different from any future business, financial condition, liquidity, results of operations, funds from operations or prospects expressed or implied by such forward-looking statements. For further information about these and other factors that could affect our future results, please see the captions titled "Forward-Looking Statements" and "Risk Factors" in this report and in our Annual Report on Form 10-K for the year ended December 31, 2016. We caution readers not to place undue reliance on any such forward-looking statements, which are made pursuant to the Private Securities Litigation Reform Act of 1995 and, as such, speak only as of the date made. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, after the date of this Quarterly Report on Form 10-Q.*

*All references to "we," "our," and "us" in this Report mean Gladstone Commercial Corporation and its consolidated subsidiaries, except where otherwise noted or where the context indicates that the term means only Gladstone Commercial Corporation.*

### General

We are an externally-advised real estate investment trust ("REIT") that was incorporated under the General Corporation Law of the State of Maryland on February 14, 2003. We focus on acquiring, owning, and managing primarily office and industrial properties. On a selective basis, we may make long term industrial and commercial mortgage loans; however, we do not have any mortgage loans currently outstanding. Our properties are geographically diversified and our tenants cover a broad cross section of business sectors and range in size from small to very large private and public companies. We actively communicate with buyout funds, real estate brokers and other third parties to locate properties for potential acquisition or to provide mortgage financing in an effort to build our portfolio. We target secondary growth markets that possess favorable economic growth trends, diversified industries, and growing population and employment.

We have historically entered into, and intend in the future to enter into, purchase agreements primarily for real estate having net leases with remaining terms of approximately 7 to 15 years and built in rental rate increases. Under a net lease, the tenant is required to pay most or all operating, maintenance, repair and insurance costs and real estate taxes with respect to the leased property.

All references to annualized generally accepted accounting principles ("GAAP") rent are rents that each tenant pays in accordance with the terms of its respective lease reported evenly over the non-cancelable term of the lease.

As of October 31, 2017:

- we owned 97 properties totaling 11.2 million square feet in 24 states;
- our occupancy rate was 97.9%;
- the weighted average remaining term of our mortgage debt was 6.6 years and the weighted average interest rate was 4.52%; and
- the average remaining lease term of the portfolio was 7.7 years.

## **Business Environment**

In the United States, vacancy rates have decreased for both office and industrial properties in most markets, as increased user demand has led to improved conditions. Vacancy rates in many markets have been reduced to levels seen at the peak before the most recent recession and rental rates have increased in most primary and secondary markets. This condition has led to a rise in construction activity for both office and industrial properties in many markets. Interest rates have been volatile since the beginning of 2016 and although interest rates are still relatively low, lenders have varied on their required spreads over the last several quarters and overall financing costs for fixed rate mortgages appear to be on the rise. At the beginning of the year, several research firm surveys reflected that the current real estate cycle may be peaking from both a volume and price standpoint. 2016 year-end statistics from national research firms indicate that total investment sales volume was approximately 10% less than the volume recorded in 2015. That reduction continued through the second quarter of 2017 as research firms reported that investment volume for the quarter was nearly 10% less than the level for the first six months of 2016.

From a more macro-economic perspective, the strength of the global economy and U.S. economy in particular continue to be uncertain with increased volatility due to the vote last year in the United Kingdom to exit the European Union, the uncertainty of health care and tax reform initiatives in the United States, and an apparent continuing global economic slowdown. In addition, the uncertainty surrounding the ability of the federal government to address its fiscal condition in both the near and long term as well as other geo-political issues has increased domestic and global instability. These developments could cause interest rates and borrowing costs to rise, which may adversely affect our ability to access both the equity and debt markets and could have an adverse effect on our tenants as well.

We continue to focus on re-leasing vacant space, renewing upcoming lease expirations, re-financing upcoming loan maturities, and acquiring additional properties with associated long-term leases. Currently, we only have one fully vacant building, located in Tewksbury, Massachusetts, as well as a total of two partially vacant buildings. Our Newburyport, Massachusetts property, which was previously fully vacant, was classified as held for sale as of June 30, 2017, and subsequently sold in August 2017.

We have one lease expiring in 2017, which accounts for 0.04% of rental revenue we recognized during the nine months ended September 30, 2017 and one lease expiring in 2018, which accounts for 0.1% of rental revenue recognized during the nine months ended September 30, 2017.

Our available vacant space at September 30, 2017 represents 2.1% of our total square footage and the annual carrying costs on the vacant space, including real estate taxes and property operating expenses, are approximately \$0.6 million. We continue to actively seek new tenants for these properties.

Our ability to make new investments is highly dependent upon our ability to procure financing. Our principal sources of financing generally include the issuance of equity securities, long-term mortgage loans secured by properties, borrowings under our \$85.0 million senior unsecured revolving credit facility (“Revolver”), with KeyBank National Association (serving as a revolving lender, a letter of credit issuer and an administrative agent), which matures in October 2021, and our \$75.0 million term loan facility (“Term Loan”), which matures in October 2022, which we refer to collectively herein as the Credit Facility. While lenders’ credit standards have tightened, we continue to look to national and regional banks, insurance companies and non-bank lenders, in addition to the collateralized mortgage backed securities market, or the CMBS market, to issue mortgages to finance our real estate activities.

In addition to obtaining funds through borrowing, we have been active in the equity markets during and subsequent to the nine months ended September 30, 2017. We completed an overnight offering of our common stock, and we have also issued shares of both common stock and Series D Preferred Stock through our at-the-market programs, or ATM Programs, pursuant to our open market sale agreements with Cantor Fitzgerald, discussed in more detail below.

**Recent Developments**

*2017 Sale Activity*

During the nine months ended September 30, 2017, we continued to execute our capital recycling program, whereby we sell properties outside of our core markets and redeploy proceeds to fund property acquisitions located in our target secondary growth markets, or repay outstanding debt. We will continue to execute our capital recycling plan and sell non-core properties as reasonable disposition opportunities are available. During the nine months ended September 30, 2017, we sold four non-core properties, and applied the proceeds towards outstanding debt, which is summarized in the table below (dollars in thousands):

Aggregate Square Footage Sold	Aggregate Sales Price	Aggregate Sales Costs	Aggregate Impairment Charge for the Nine Months Ended September 30, 2017	Aggregate Gain on Sale of Real Estate, net
593,763	\$ 30,302	\$ 803	\$ 3,999	\$ 3,993

*2017 Acquisition Activity*

During the nine months ended September 30, 2017, we acquired five properties, one located in Conshohocken, Pennsylvania, one located in Philadelphia, Pennsylvania, and three-properties located in Maitland, Florida, all of which are summarized in the table below (dollars in thousands):

Aggregate Square Footage	Weighted Average Lease Term	Aggregate Purchase Price	Acquisition Costs	Aggregate Annualized GAAP Rent	Aggregate Debt Issued and Assumed
666,451	10.7 years	\$ 94,421	\$ 1,171 (1)	\$ 10,776	\$ 54,887

(1) We early adopted ASU 2017-01, "Clarifying the Definition of a Business," effective October 1, 2016. As a result, we treated our 2017 acquisitions as asset acquisitions rather than business combinations. As a result of this treatment, we capitalized \$1.2 million of acquisition costs that would otherwise have been expensed under business combination treatment.

*2017 Leasing Activity*

During the nine months ended September 30, 2017, we executed six lease extensions and/or modifications, or new leases, which are summarized below (dollars in thousands):

Nine Months Ended	Aggregate Square Footage	Weighted Average Lease Term	Aggregate Annualized GAAP Rent	Aggregate Tenant Improvement	Aggregate Leasing Commissions
September 30, 2017	577,471	8.9 years	4,062	1,181	475

*2017 Financing Activity*

During the nine months ended September 30, 2017, we repaid four mortgages, collateralized by ten properties, which are aggregated below (dollars in thousands):

Aggregate Fixed Rate Debt Repaid	Weighted Average Interest Rate on Fixed Rate Debt Repaid
\$ 41,077	6.25%
Aggregate Variable Rate Debt Repaid	Weighted Average Interest Rate on Variable Rate Debt Repaid
\$ 8,163	LIBOR + 2.50%

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During nine months ended September 30, 2017, we issued or assumed four mortgages, collateralized by seven properties, which are summarized below (dollars in thousands):

Aggregate Fixed Rate Debt Issued or Assumed	Weighted Average Interest Rate on Fixed Rate Debt	Aggregate Variable Rate Debt Issued or Assumed
\$ 54,887 (1)	3.78 % (2)	\$ 7,500 (3)

- (1) We issued or assumed \$54.9 million of fixed rate or swapped to fixed rate debt in connection with our five property acquisitions with maturity dates ranging from April 1, 2026 to August 10, 2027.
- (2) We assumed an interest rate swap in connection with one property acquisition and will be paying an all in fixed rate of 3.55%. The newly issued fixed rate mortgages have rates ranging from 3.75% to 3.89%.
- (3) The interest rate for our issued variable rate mortgage debt is equal to one month LIBOR plus a spread of 2.75%. The maturity date on this new variable rate debt is May 15, 2020. We have entered into a rate cap agreement on our new variable rate debt and will record all fair value changes into interest expense on the condensed consolidated statement of operations and other comprehensive income (loss). The interest rate for our additional advance on the existing mortgage note is equal to one month LIBOR plus a spread of 2.50% and the maturity date is December 1, 2021.

On October 27, 2017, we amended our existing Credit Facility. The Term Loan component of the Credit Facility was increased from \$25.0 million, to \$75.0 million, with the Revolver commitment remaining at \$85.0 million. The Term Loan has a new five-year term, with a maturity date of October 27, 2022, and the Revolver has a new four-year term, with a maturity date of October 27, 2021. The interest rate for the Credit Facility was reduced by 25 basis points at each of the leverage tiers. We entered into interest rate cap agreements on the amended Term Loan, which cap LIBOR at 2.75%. We used the net proceeds of the amended Credit Facility to repay all previously existing borrowings under the Revolver. We incurred fees of approximately \$0.9 million in connection with the Credit Facility amendment. The bank syndicate is now comprised of KeyBank, Fifth Third Bank, US Bank and Huntington Bank.

### 2017 Equity Activities

#### Common Stock Offering

In July 2017, we completed an overnight offering of 1.2 million shares of our common stock at a public offering price of \$20.52 per share. Net proceeds, after deducting underwriter discounts, were \$22.7 million. The proceeds from this offering were used to acquire real estate, repay existing indebtedness, and for other general corporate purposes. The offering's underwriters exercised their overallocation option, purchasing an additional 0.2 million shares of our common stock at the public offering price of \$20.52 per share. Net proceeds from exercise of the option to purchase additional shares, after deducting underwriter discounts, were \$3.4 million. The proceeds from this overallocation were used to acquire real estate, repay existing indebtedness, and for other general corporate purposes.

#### Common Stock ATM Program

In February 2016, we amended our common ATM program with Cantor Fitzgerald (the "Common Stock ATM Program"). The amendment increased the amount of shares of common stock that we may offer and sell through Cantor Fitzgerald, to \$160.0 million. All other terms of the Common Stock ATM program remained unchanged. During the nine months ended September 30, 2017, we sold 1.5 million shares of common stock, raising \$30.8 million in net proceeds under the Common Stock ATM Program. As of September 30, 2017, we had a remaining capacity to sell up to \$101.1 million of common stock under the Common Stock ATM Program. Subsequent to September 30, 2017 and through October 31, 2017, we raised \$0.2 million in net proceeds from the sale of 0.01 million shares of common stock through our Common Stock ATM Program.

Preferred ATM Programs

*Series A and B Preferred Stock:* In February 2016, we entered into an open market sales agreement (the “Series A and B Preferred ATM Program”), with Cantor Fitzgerald, pursuant to which we may, from time to time, offer to sell (i) shares of our 7.75% Series A Cumulative Redeemable Preferred Stock (“Series A Preferred”), and (ii) shares of our 7.50% Series B Cumulative Redeemable Preferred Stock (“Series B Preferred”), having an aggregate offering price of up to \$40.0 million, through Cantor Fitzgerald, acting as sales agent and/or principal. We did not sell any shares of our Series A Preferred or Series B Preferred during nine months ended September 30, 2017. As of September 30, 2017, we had a remaining capacity to sell up to \$37.2 million of preferred stock under the Series A and B Preferred ATM Program. Subsequent to September 30, 2017 and through October 31, 2017, we made no sales under our Series A and Series B Preferred ATM Programs.

*Series D Preferred Stock:* In June 2016, we entered into an open market sales agreement (the “Series D Preferred ATM Program”) , with Cantor Fitzgerald, pursuant to which we may, from time to time, offer to sell shares of our 7.00% Series D Cumulative Redeemable Preferred (“Series D Preferred”), having an aggregate offering price of up to \$50.0 million, through Cantor Fitzgerald, acting as sales agent and/or principal. During the nine months ended September 30, 2017, we sold approximately 0.4 million shares of our Series D Preferred for net proceeds of \$11.2 million. As of September 30, 2017, we had a remaining capacity to sell up to \$22.3 million of Series D Preferred under the Series D Preferred ATM Program. Subsequent to September 30, 2017 and through October 31, 2017, we made no sales under our Series D Preferred ATM Program.

*Amendment to Articles of Incorporation*

On January 11, 2017, we filed with the Maryland State Department of Assessments and Taxation an Articles Supplementary reclassifying the remaining 160,000 authorized but unissued shares of our Series C Preferred Stock, as authorized but unissued shares of our common stock, and made a corresponding amendment to the partnership agreement of our operating partnership, Gladstone Commercial Limited Partnership, which is a wholly owned subsidiary of ours, with regard to corresponding units of partnership interest. As a result of the reclassification, there are zero authorized shares of Series C Preferred Stock and zero authorized corresponding units of partnership interest remaining. On the same date, we filed with the Maryland State Department of Assessments and Taxation an Articles of Restatement, restating and integrating into a single instrument all prior Articles Supplementary and amendments thereto.

**Diversity of Our Portfolio**

Our Adviser seeks to diversify our portfolio to avoid dependence on any one particular tenant, industry or geographic market. By diversifying our portfolio, our Adviser intends to reduce the adverse effect on our portfolio of a single under-performing investment or a downturn in any particular industry or geographic market. For the nine months ended September 30, 2017, our largest tenant comprised only 5.3% of total rental income. The table below reflects the breakdown of our total rental income by tenant industry classification for the three and nine months ended September 30, 2017 and 2016 (dollars in thousands):

Industry Classification	For the three months ended September 30,				For the nine months ended September 30,			
	2017		2016		2017		2016	
	Rental Revenue	Percentage of Rental Revenue	Rental Revenue	Percentage of Rental Revenue	Rental Revenue	Percentage of Rental Revenue	Rental Revenue	Percentage of Rental Revenue
Telecommunications	\$ 3,930	16.5%	\$ 3,384	16.0%	\$ 11,649	17.1%	\$ 9,943	15.9%
Healthcare	3,001	12.6	3,379	15.9	10,127	14.8	10,163	16.2
Automobile	2,875	12.1	2,639	12.4	8,303	12.2	7,910	12.6
Diversified/Conglomerate Services	2,993	12.6	1,987	9.4	7,009	10.3	5,929	9.4
Information Technology	1,498	6.3	946	4.5	4,496	6.6	2,261	3.6
Diversified/Conglomerate Manufacturing	1,210	5.1	1,205	5.7	3,621	5.3	3,504	5.6
Electronics	1,068	4.4	1,082	5.1	3,232	4.7	3,246	5.2
Personal, Food & Miscellaneous Services	1,423	6.0	892	4.2	3,208	4.7	2,677	4.3
Chemicals, Plastics & Rubber	722	3.0	775	3.7	2,215	3.3	2,335	3.7
Buildings and Real Estate	1,019	4.3	550	2.6	2,187	3.2	1,646	2.6
Personal & Non-Durable Consumer Products	663	2.8	658	3.1	1,991	2.9	1,970	3.1
Banking	760	3.2	614	2.9	1,986	2.9	1,839	2.9
Machinery	560	2.3	644	3.0	1,681	2.5	2,007	3.2
Childcare	556	2.3	556	2.6	1,667	2.4	1,667	2.7
Beverage, Food & Tobacco	525	2.2	525	2.5	1,577	2.3	1,577	2.5
Containers, Packaging & Glass	430	1.8	682	3.2	1,379	2.0	2,019	3.2
Printing & Publishing	286	1.2	391	1.8	1,036	1.5	1,170	1.9
Education	164	0.7	164	0.8	492	0.7	492	0.8
Home & Office Furnishings	132	0.6	132	0.6	397	0.6	397	0.6
Total	\$ 23,815	100.0%	\$ 21,205	100.0%	\$ 68,253	100.0%	\$ 62,752	100.0%

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The table below reflects the breakdown of total rental income by state for the three and nine months ended September 30, 2017 and 2016 (dollars in thousands):

State	Rental Revenue for the three months ended September 30, 2017	% of Base Rent	Number of Leases for the three months ended September 30, 2017	Rental Revenue for the three months ended September 30, 2016	% of Base Rent	Number of Leases for the three months ended September 30, 2016
Texas	\$ 3,822	16.0%	12	\$ 3,722	17.6%	12
Pennsylvania	3,214	13.5	9	1,678	7.9	6
Florida	2,264	9.5	10	723	3.4	3
Ohio	1,964	8.3	13	2,385	11.2	15
North Carolina	1,512	6.4	8	1,499	7.1	8
Georgia	1,192	5.0	6	1,194	5.6	6
South Carolina	1,153	4.8	2	1,153	5.4	2
Michigan	1,082	4.5	4	1,074	5.1	4
Utah	946	4.0	2	946	4.5	2
Minnesota	930	3.9	6	843	4.0	4
All Other States	5,736	24.1	33	5,988	28.2	36
<b>Total</b>	<b>\$ 23,815</b>	<b>100.0%</b>	<b>105</b>	<b>\$ 21,205</b>	<b>100.0%</b>	<b>98</b>

State	Rental Revenue for the nine months ended September 30, 2017	% of Base Rent	Number of Leases for the nine months ended September 30, 2017	Rental Revenue for the nine months ended September 30, 2016	% of Base Rent	Number of Leases for the nine months ended September 30, 2016
Texas	\$ 11,372	16.7%	12	\$ 11,157	17.8%	12
Pennsylvania	7,721	11.3	9	5,035	8.0	6
Ohio	7,016	10.3	13	7,152	11.4	15
North Carolina	4,518	6.6	8	4,382	7.0	8
Florida	4,499	6.6	10	1,957	3.1	3
Georgia	3,577	5.2	6	3,578	5.7	6
South Carolina	3,459	5.1	2	3,459	5.5	2
Michigan	3,245	4.8	4	3,221	5.1	4
Utah	2,839	4.2	2	2,261	3.6	2
Minnesota	2,773	4.1	6	2,531	4.0	4
All Other States	17,234	25.1	33	18,019	28.8	36
<b>Total</b>	<b>\$ 68,253</b>	<b>100.0%</b>	<b>105</b>	<b>\$ 62,752</b>	<b>100.0%</b>	<b>98</b>

**Our Adviser and Administrator**

Our Adviser is led by a management team with extensive experience purchasing real estate and originating mortgage loans. Our Adviser and Administrator are controlled by Mr. David Gladstone, who is also our chairman and chief executive officer. Mr. Gladstone also serves as the chairman and chief executive officer of both our Adviser and Administrator. Mr. Terry Lee Brubaker, our vice chairman and chief operating officer, is also the vice chairman and chief operating officer of our Adviser and Administrator. Mr. Robert Cutlip, our president, is also an executive managing director of our Adviser. Gladstone Administration, LLC, or our Administrator, employs our chief financial officer, treasurer, chief compliance officer, general counsel and secretary (who also serves as our Administrator's president, general counsel, and secretary) and their respective staffs.

Our Adviser and Administrator also provide investment advisory and administrative services, respectively, to certain of our affiliates, including, but not limited to, Gladstone Capital Corporation and Gladstone Investment Corporation, both publicly-traded business development companies, as well as Gladstone Land Corporation, a publicly-traded REIT that primarily invests in farmland. With the exception of Mr. Michael Sodo, our chief financial officer, Mr. Jay Beckhorn, our treasurer, and Mr. Robert Cutlip, our president, all of our executive officers and all of our directors serve as either directors or executive officers, or both, of Gladstone Capital Corporation and Gladstone Investment Corporation. In addition, with the exception of Mr. Cutlip, and Mr. Sodo, all of our executive officers and all of our directors, serve as either directors or executive officers, or both, of Gladstone Land Corporation. Mr. Cutlip and Mr. Sodo spend 100% of their time focused on Gladstone Commercial Corporation, and do not put forth any material efforts in assisting affiliated companies. In the future, our Adviser may provide investment advisory services to other companies, both public and private.

#### **Advisory and Administration Agreements**

We are externally managed pursuant to contractual arrangements with our Adviser and our Administrator, which collectively employ all of our personnel and pay their salaries, benefits and general expenses directly. Both our Adviser and Administrator are affiliates of ours, as their parent company is owned and controlled by Mr. David Gladstone, our chairman and chief executive officer. Two of our executive officers, Mr. Gladstone and Mr. Terry Brubaker (our vice chairman and chief operating officer) serve as directors and executive officers of our Adviser and our Administrator. Mr. Michael LiCalsi, our general counsel and secretary, serves as our Administrator's president, general counsel and secretary. We have entered into an advisory agreement with our Adviser, or the Advisory Agreement, and an administration agreement with our Administrator, or the Administration Agreement. The services and fees under the Advisory Agreement and Administration Agreement are described below.

Under the terms of the Advisory Agreement between us and our Adviser, as amended, we are responsible for all expenses incurred for our direct benefit. Examples of these expenses include legal, accounting, interest, directors' and officers' insurance, stock transfer services, stockholder-related fees, consulting and related fees. In addition, we are also responsible for all fees charged by third parties that are directly related to our business, which include real estate brokerage fees, mortgage placement fees, lease-up fees and transaction structuring fees (although we may be able to pass all or some of such fees on to our tenants and borrowers).

#### *Base Management Fee*

On July 24, 2015, we entered into a Second Amended and Restated Advisory Agreement with the Adviser, effective July 1, 2015. We subsequently entered into a Third Amended and Restated Advisory Agreement with the Adviser on July 12, 2016, effective July 1, 2016, and, as described below, a Fourth Amended and Restated Investment Advisory Agreement with the Adviser on January 10, 2017, effective October 1, 2016. Our entrance into each of the amended Advisory Agreements was approved unanimously by our Board of Directors. Our Board of Directors reviews and considers renewing the agreement with our Adviser each July. As such, during its July 2017 meeting, the Board of Directors reviewed and renewed the Advisory Agreement for an additional year, through August 31, 2018.

As a result of the July 2015 amendment, the calculation of the annual base management fee equals 1.5% of our adjusted total stockholders' equity, which is our total stockholders' equity (before giving effect to the base management fee and incentive fee), adjusted to exclude the effect of any unrealized gains or losses that do not affect realized net income (including impairment charges) and adjusted for any one-time events and certain non-cash items (the later to occur for a given quarter only upon the approval of our Compensation Committee). The fee is calculated and accrued quarterly as 0.375% per quarter of such adjusted total stockholders' equity figure. As a result of the July 2016 amendment, the definition of adjusted total stockholders' equity in the calculation of the base management fee and the incentive fee (described below) includes total mezzanine equity. Our Adviser does not charge acquisition or disposition fees when we acquire or dispose of properties as is common in other externally managed REITs; however, our Adviser may earn fee income from our borrowers, tenants or other sources. Prior to the 2015 amendment, our Advisory Agreement provided for an annual base management fee equal to 2.0% of our common stockholders' equity, which was our total stockholders' equity, less the recorded value of any preferred stock and adjusted to exclude the effect of any unrealized gains, losses, or other items that did not affect realized net income (including impairment charges).

*Incentive Fee*

As a result of the 2015 amendment, the calculation of the incentive fee was revised to reward the Adviser in circumstances where our quarterly Core FFO (defined at the end of this paragraph), before giving effect to any incentive fee, or pre-incentive fee Core FFO, exceeds 2.0% quarterly, or 8.0% annualized, of adjusted total stockholders' equity (after giving effect to the base management fee but before giving effect to the incentive fee). We refer to this as the new hurdle rate. The Adviser will receive 15.0% of the amount of our pre-incentive fee Core FFO that exceeds the new hurdle rate. However, in no event shall the incentive fee for a particular quarter exceed by 15.0% (the cap) the average quarterly incentive fee paid by us for the previous four quarters (excluding quarters for which no incentive fee was paid). Core FFO (as defined in the Advisory Agreement) is GAAP net income (loss) available to common stockholders, excluding the incentive fee, depreciation and amortization, any realized and unrealized gains, losses or other non-cash items recorded in net income (loss) available to common stockholders for the period, and one-time events pursuant to changes in GAAP.

The incentive fee prior to the July 2015 amendment rewarded the Adviser in circumstances where our quarterly funds from operations, or FFO, before giving effect to any incentive fee, or pre-incentive fee FFO, exceeded 1.75%, or 7.0% annualized, or the hurdle rate, of common stockholders' equity. FFO included any realized capital gains and capital losses, less any distributions paid on preferred stock and Senior Common Stock (defined herein), but FFO did not include any unrealized capital gains or losses (including impairment charges). The Adviser received 100.0% of the amount of the pre-incentive fee FFO that exceeded the hurdle rate, but was less than 2.1875% of our common stockholders' equity. The Adviser also received an incentive fee of 20.0% of the amount of our pre-incentive fee FFO that exceeded 2.1875% of common stockholders' equity.

*Capital Gain Fee*

Under the Advisory Agreement, as amended in July 2015, we will pay to the Adviser a capital gains-based incentive fee that will be calculated and payable in arrears as of the end of each fiscal year (or upon termination of the Advisory Agreement). In determining the capital gain fee, we will calculate aggregate realized capital gains and aggregate realized capital losses for the applicable time period. For this purpose, aggregate realized capital gains and losses, if any, equals the realized gain or loss calculated by the difference between the sales price of the property, less any costs to sell the property and the current gross value of the property (which is calculated as the original acquisition price plus any subsequent non-reimbursed capital improvements). At the end of the fiscal year, if this number is positive, then the capital gain fee payable for such time period shall equal 15.0% of such amount. No capital gain fee was recognized during the three and nine months ended September 30, 2017 or 2016.

On January 10, 2017, we amended and restated the Advisory Agreement by entering into the Fourth Amended and Restated Investment Advisory Agreement between us and the Adviser to revise the calculation of the capital gains fee. Based upon the amendment, the calculation of the capital gains fee is based on the all-in acquisition cost of disposed of properties. The impact of this amendment would not have resulted in a capital gains fee for previously reported periods. Our entrance into the Fourth Amended and Restated Investment Advisory Agreement was approved unanimously by our Board of Directors.

*Termination Fee*

The Advisory Agreement includes a termination fee whereby, in the event of our termination of the agreement without cause (with 120 days' prior written notice and the vote of at least two-thirds of our independent directors), a termination fee would be payable to the Adviser equal to two times the sum of the average annual base management fee and incentive fee earned by the Adviser during the 24-month period prior to such termination. A termination fee is also payable if the Adviser terminates the agreement after the Company has defaulted and applicable cure periods have expired. The agreement may also be terminated for cause by us (with 30 days' prior written notice and the vote of at least two-thirds of our independent directors), with no termination fee payable. Cause is defined in the agreement to include if the Adviser breaches any material provisions of the agreement, the bankruptcy or insolvency of the Adviser, dissolution of the Adviser and fraud or misappropriation of funds.

*Administration Agreement*

Under the terms of the Administration Agreement, we pay separately for our allocable portion of our Administrator's overhead expenses in performing its obligations to us including, but not limited to, rent and our allocable portion of the salaries and benefits expenses of our Administrator's employees, including, but not limited to, our chief financial officer, treasurer, chief compliance officer, general counsel and secretary (who also serves as our Administrator's president, general counsel and secretary), and their respective staffs. As approved by our Board of Directors, effective July 1, 2014, our allocable portion of the Administrator's expenses are generally derived by multiplying our Administrator's total expenses by the approximate percentage of time the Administrator's employees perform services for us in relation to their time spent performing services for all companies serviced by our Administrator under contractual agreements. We believe that the new methodology of allocating the Administrator's total expenses by approximate percentage of time services were performed among all companies serviced by our Administrator more closely approximates fees paid to actual services performed.

**Critical Accounting Policies and Estimates**

The preparation of our financial statements in accordance with GAAP, requires management to make judgments that are subjective in nature in order to make certain estimates and assumptions. Application of these accounting policies involves the exercise of judgment regarding the use of assumptions as to future uncertainties, and as a result, actual results could materially differ from these estimates. A summary of all of our significant accounting policies is provided in Note 1 to our consolidated financial statements in our 2016 Form 10-K. There were no material changes to our critical accounting policies or estimates during the nine months ended September 30, 2017.

**Results of Operations**

The weighted average yield on our total portfolio, which was 8.6% as of both September 30, 2017 and 2016, is calculated by taking the annualized straight-line rents, reflected as rental income on our condensed consolidated statements of operations and other comprehensive income (loss), of each acquisition since inception as a percentage of the acquisition cost plus subsequent capital improvements. The weighted average yield does not account for the interest expense incurred on the mortgages placed on our properties.

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A comparison of our operating results for the three and nine months ended September 30, 2017 and 2016 is below (dollars in thousands, except per share amounts)

	For the three months ended September 30,			
	2017	2016	\$ Change	% Change
<b>Operating revenues</b>				
Rental revenue	\$ 23,815	\$ 21,205	\$ 2,610	12.3 %
Tenant recovery revenue	550	384	166	43.2 %
Total operating revenues	24,365	21,589	2,776	12.9 %
<b>Operating expenses</b>				
Depreciation and amortization	10,829	9,459	1,370	14.5 %
Property operating expenses	2,178	1,410	768	54.5 %
Base management fee	1,277	1,072	205	19.1 %
Incentive fee	640	564	76	13.5 %
Administration fee	293	311	(18)	(5.8)%
General and administrative	650	570	80	14.0 %
Impairment charge	—	1,786	(1,786)	(100.0)%
Total operating expenses	15,867	15,172	695	4.6 %
<b>Other (expense) income</b>				
Interest expense	(6,119)	(6,338)	219	(3.5)%
Distributions attributable to Series C mandatorily redeemable preferred stock	—	(131)	131	(100.0)%
Gain (loss) on sale of real estate, net	1	(24)	25	(104.2)%
Other income	3	3	—	— %
Total other expense, net	(6,115)	(6,490)	375	(5.8)%
Net income (loss)	2,383	(73)	2,456	3,364.4 %
Distributions attributable to Series A, B and D preferred stock	(2,520)	(2,002)	(518)	25.9 %
Distributions attributable to senior common stock	(247)	(254)	7	(2.8)%
Net loss attributable to common stockholders	\$ (384)	\$ (2,329)	\$ 1,945	83.5 %
Net loss attributable to common stockholders per weighted average share of common stock - basic and diluted	\$ (0.01)	\$ (0.10)	\$ 0.09	90.0 %
FFO available to common stockholders - basic (1)	\$ 10,444	\$ 8,940	\$ 1,504	16.8 %
FFO per weighted average share of common stock - basic (1)	\$ 0.38	\$ 0.38	\$ —	— %
FFO per weighted average share of common stock - diluted (1)	\$ 0.38	\$ 0.38	\$ —	— %

(1) Refer to the "Funds from Operations" below within the Management's Discussion and Analysis section for the definition of FFO.

	For the nine months ended September 30,			
	2017	2016	\$ Change	% Change
<b>Operating revenues</b>				
Rental revenue	\$ 68,253	\$ 62,752	\$ 5,501	8.8 %
Tenant recovery revenue	1,294	1,226	68	5.5 %
Interest income from mortgage note receivable	—	385	(385)	(100.0)%
Total operating revenues	69,547	64,363	5,184	8.1 %
<b>Operating expenses</b>				
Depreciation and amortization	30,673	27,796	2,877	10.4 %
Property operating expenses	5,062	4,455	607	13.6 %
Base management fee	3,665	2,789	876	31.4 %
Incentive fee	1,760	1,837	(77)	(4.2)%
Administration fee	993	1,086	(93)	(8.6)%
General and administrative	1,776	1,882	(106)	(5.6)%
Impairment charge	3,999	2,016	1,983	98.4 %
Total operating expenses	47,928	41,861	6,067	14.5 %
<b>Other (expense) income</b>				
Interest expense	(18,223)	(19,648)	1,425	(7.3)%
Distributions attributable to Series C mandatorily redeemable preferred stock	—	(1,502)	1,502	(100.0)%
Gain (loss) on sale of real estate, net	3,993	(24)	4,017	(16,737.5)%
Other income	14	337	(323)	(95.8)%
Total other expense, net	(14,216)	(20,837)	6,621	(31.8)%
Net income	7,403	1,665	5,738	344.6 %
Distributions attributable to Series A, B and D preferred stock	(7,330)	(4,292)	(3,038)	70.8 %
Distributions attributable to senior common stock	(744)	(758)	14	(1.8)%
Net loss attributable to common stockholders	\$ (671)	\$ (3,385)	\$ 2,714	(80.2)%
Net loss attributable to common stockholders per weighted average share of common stock - basic & diluted	(0.03)	(0.15)	\$ 0.12	(80.0)%
FFO available to common stockholders - basic (1)	\$ 30,008	\$ 26,451	\$ 3,557	13.4 %
FFO per weighted average share of common stock - basic (1)	\$ 1.16	\$ 1.15	\$ 0.01	0.9 %
FFO per weighted average share of common stock - diluted (1)	\$ 1.16	\$ 1.15	\$ 0.01	0.9 %

(1) Refer to the "Funds from Operations" below within the Management's Discussion and Analysis section for the definition of FFO.

#### Same Store Analysis

For the purposes of the following discussion, same store properties are properties we owned as of January 1, 2016, which have not been subsequently vacated, or disposed of. Acquired and disposed of properties are properties which were either acquired, disposed of or classified as held for sale at any point subsequent to December 31, 2015. Properties with vacancy are properties that were fully vacant or had greater than 5.0% vacancy, based on square footage, at any point subsequent to January 1, 2016. Expanded properties are properties in which an expansion was completed at any point subsequent to December 31, 2015.

*Operating Revenues*

Rental Revenues	For the three months ended September 30,			
	(Dollars in Thousands)			
	2017	2016	\$ Change	% Change
Same Store Properties	\$ 18,791	\$ 18,766	\$ 25	0.1 %
Acquired & Disposed Properties	3,541	1,257	2,284	181.7 %
Properties with Vacancy	954	889	65	7.3 %
Expanded Properties	529	293	236	80.5 %
	<u>\$ 23,815</u>	<u>\$ 21,205</u>	<u>\$ 2,610</u>	<u>12.3 %</u>

Rental Revenues	For the nine months ended September 30,			
	(Dollars in Thousands)			
	2017	2016	\$ Change	% Change
Same Store Properties	\$ 56,290	\$ 56,311	\$ (21)	— %
Acquired & Disposed Properties	7,689	3,064	4,625	150.9 %
Properties with Vacancy	3,001	2,497	504	20.2 %
Expanded Properties	1,273	880	393	44.7 %
	<u>\$ 68,253</u>	<u>\$ 62,752</u>	<u>\$ 5,501</u>	<u>8.8 %</u>

Rental revenue from same store properties increased slightly for the three months ended September 30, 2017 from the comparable 2016 period, primarily due to an increase in rental charges related to lease extensions executed during the three months ended September 30, 2017, coupled with additional rental income received from leases subject to consumer price indexes, partially offset by reductions in rental charges from a lease modification executed during the three months ended September 30, 2017. Rental revenue from same store properties decreased slightly for the nine months ended September 30, 2017 from the comparable 2016 period, primarily due to a decrease in rental charges related to lease extensions executed during and subsequent to the nine months ended September 30, 2016, partially offset by additional rental income received from leases subject to consumer price indexes. Rental revenue increased significantly for acquired and disposed of properties for the three and nine months ended September 30, 2017, as compared to the three and nine months ended September 30, 2016, because we acquired seven properties during and subsequent to September 30, 2016, offset by a loss of rental revenues from the seven properties we sold during and subsequent to the three and nine months ended September 30, 2016. Rental revenue increased for our properties with vacancy for the three and nine months ended September 30, 2017 because we leased approximately 120,000 square feet of vacant space in properties with partial vacancies during the three and nine months ended September 30, 2016. Rental revenue increased for our expanded properties because we completed an expansion project during the three and nine months ended September 30, 2017 and, therefore, we were able to charge additional rent for such property.

Tenant Recovery Revenue	For the three months ended September 30,			
	(Dollars in Thousands)			
	2017	2016	\$ Change	% Change
Same Store Properties	\$ 348	\$ 372	\$ (24)	(6.5) %
Acquired & Disposed Properties	197	5	192	3,840.0 %
Properties with Vacancy	2	5	(3)	(60.0) %
Expanded Properties	3	2	1	50.0 %
	<u>\$ 550</u>	<u>\$ 384</u>	<u>\$ 166</u>	<u>43.2 %</u>

	For the nine months ended September 30,			
	(Dollars in Thousands)			
	2017	2016	\$ Change	% Change
<b>Tenant Recovery Revenue</b>				
Same Store Properties	\$ 974	\$ 1,151	\$ (177)	(15.4)%
Acquired & Disposed Properties	276	53	223	420.8 %
Properties with Vacancy	37	15	22	146.7 %
Expanded Properties	7	7	—	— %
	<u>\$ 1,294</u>	<u>\$ 1,226</u>	<u>\$ 68</u>	<u>5.5 %</u>

The decrease in same store tenant recovery revenues for the three and nine months ended September 30, 2017, as compared to the three and nine months ended September 30, 2016, is a result of decreased recoveries from leases with base year expense stops at certain of our properties, as these properties had lower property operating expenses during the three and nine months ended September 30, 2017. The increase in tenant recovery revenues on acquired and disposed of properties for the three and nine months ended September 30, 2017, as compared to the three and nine months ended September 30, 2016, is due to an increase in recoveries from properties acquired subsequent to September 30, 2016 with base year leases.

Interest income from mortgage notes receivable decreased for the nine months ended September 30, 2017, as compared to the nine months ended September 30, 2016, because the previously outstanding mortgage note was repaid in full in January 2016, and we have not issued any new mortgage notes receivable subsequent to September 30, 2016. No interest income from mortgage notes receivable was recognized during the three months ended September 30, 2017 or 2016.

#### *Operating Expenses*

Depreciation and amortization increased for the three and nine months ended September 30, 2017, as compared to the three and nine months ended September 30, 2016, due to depreciation on capital projects completed subsequent to September 30, 2016, depreciation on the three properties acquired subsequent to September 30, 2016, and amortization on leasing commissions for renewed leases with 2016 and 2017 expirations.

	For the three months ended September 30,			
	(Dollars in Thousands)			
	2017	2016	\$ Change	% Change
<b>Property Operating Expenses</b>				
Same Store Properties	\$ 1,210	\$ 1,215	\$ (5)	(0.4)%
Acquired & Disposed Properties	716	51	665	1,303.9 %
Properties with Vacancy	248	134	114	85.1 %
Expanded Properties	4	10	(6)	(60.0)%
	<u>\$ 2,178</u>	<u>\$ 1,410</u>	<u>\$ 768</u>	<u>54.5 %</u>

	For the nine months ended September 30,			
	(Dollars in Thousands)			
	2017	2016	\$ Change	% Change
<b>Property Operating Expenses</b>				
Same Store Properties	\$ 3,580	\$ 3,693	\$ (113)	(3.1)%
Acquired & Disposed Properties	943	276	667	241.7 %
Properties with Vacancy	523	472	51	10.8 %
Expanded Properties	16	14	2	14.3 %
	<u>\$ 5,062</u>	<u>\$ 4,455</u>	<u>\$ 607</u>	<u>13.6 %</u>

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Property operating expenses consist of franchise taxes, property management fees, insurance, ground lease payments, property maintenance and repair expenses paid on behalf of certain of our properties. The decrease in property operating expenses for same store properties for the three and nine months ended September 30, 2017, as compared to the three and nine months ended September 30, 2016, is a result of an overall decrease in property operating expenses incurred at our properties with tenants on base year expense stop leases, offset by an increase in landlord obligated property expenses on our triple net leased properties. The decrease in property operating expenses for same store properties for the nine months ended September 30, 2017, as compared to the nine months ended September 30, 2016 is a result of a decrease in property operating expenses on our properties with base year expense stop leases, offset by an increase in landlord obligated property expenses on our triple net leased properties. The increase in property operating expenses for acquired and disposed of properties for the three and nine months ended September 30, 2017, as compared to the three and nine months ended September 30, 2016, is primarily a result of increased property operating expenses from properties acquired subsequent to September 30, 2016, as a majority of these properties are subject to base year leases, partially offset by an elimination of operating expenses from properties sold subsequent to September 30, 2016. The increase in property operating expenses for properties with vacancy during the three and nine months ended September 30, 2017, as compared to the three and nine months ended September 30, 2016, is due to increased property operating expenses from one property which went fully vacant during second quarter 2017, partially offset by executing triple net leases for vacant space for three properties which had partial vacancy during the three and nine months ended September 30, 2017.

The base management fee paid to the Adviser increased for the three and nine months ended September 30, 2017, as compared to the three and nine months ended September 30, 2016, because of the increase in total adjusted stockholders' equity in the past 12 months. The calculation of the base management fee is described in detail above in *"Advisory and Administration Agreements."*

The incentive fee paid to the Adviser increased for the three months ended September 30, 2017 as compared to the three months ended September 30, 2016, because pre-incentive fee FFO increased faster than the hurdle rate, resulting in a higher incentive fee. The increase in FFO is a result of an increase in total operating revenues coupled with a decrease in interest expense, offset by an increase in total operating expenses. The incentive fee paid to the Adviser decreased for the nine months ended September 30, 2017, as compared to the nine months ended September 30, 2016, because the hurdle rate increased faster than pre-incentive fee FFO, resulting in a lower incentive fee. The increase in the hurdle rate is a result of an increase in total adjusted stockholders' equity, due to the common and preferred shares issued subsequent to September 30, 2016. The calculation of the incentive fee is described in detail above in *"Advisory and Administration Agreements."*

The administration fee paid to the Administrator decreased for the three and nine months ended September 30, 2017, as compared to the three and nine months ended September 30, 2016, due to using a lower share of our administrator's resources during the three and nine months ended September 30, 2017.

General and administrative expenses increased for the three months ended September 30, 2017, as compared to the three months ended September 30, 2016, primarily as a result of an increase in professional fees and subscription and membership fees, offset by a decrease in shareholder related expenses. General and administrative expenses decreased for the nine months ended September 30, 2017, as compared to the nine months ended September 30, 2016, primarily due to a decrease in due diligence expenses that resulted from two asset acquisitions treated as business combinations completed during the nine months ended September 30, 2016, coupled with a decrease in shareholder related expenses, partially offset by an increase in professional fees and subscription and membership fees.

We did not recognize an impairment charge for the three months ended September 30, 2017. The impairment charge for the nine months ended September 30, 2017 resulted from an impairment recorded on our Concord Township, Ohio and Newburyport, Massachusetts properties during the first two quarters of 2017, as we determined the carrying value of these properties was unrecoverable through our quarterly impairment testing. Both the Concord Township, Ohio property and the Newburyport, Massachusetts property were sold during the nine months ended September 30, 2017 for an additional aggregate net loss of \$1.8 million. Since the Newburyport, Massachusetts property had been a vacant property with limited releasing prospects, we elected to sell the property to reduce our operating expenses attributable to maintaining a vacant property. The impairment loss for the three and nine months ended September 30, 2016 was from the impairment recorded in connection with two properties during the three months ended September 30, 2016 and impairment charges recorded on five properties during the nine months ended September 30, 2016. Four of the properties impaired during the nine months ended September 30, 2016 have been sold, and one property is currently classified as a held and used asset.

*Other Income and Expenses*

Interest expense decreased for the three and nine months ended September 30, 2017, as compared to the three and nine months ended September 30, 2016. This decrease was primarily a result of our refinancing of mortgages at lower interest rates and de-leveraging activity, whereby we repaid mortgage notes payable upon maturity using equity and funds from our Revolver, offset by new mortgage debt on properties acquired subsequent to September 30, 2016. While our outstanding mortgage notes payable, net increased from \$444.5 million at September 30, 2016 to \$450.0 million at September 30, 2017, our weighted average interest rate on mortgage notes payable decreased from 4.71% at September 30, 2016, to 4.52% at September 30, 2017, resulting in interest savings over comparable periods.

Distributions attributable to our 7.125% Series C Cumulative Term Preferred Stock (“Term Preferred Stock”), par value \$0.001 per share, decreased for the three and nine months ended September 30, 2017, as compared to the three and nine months ended September 30, 2016, because we redeemed all outstanding shares of our Term Preferred Stock in August 2016.

Gain on sale of real estate, net for the three months ended September 30, 2017 is attributable to one non-core industrial asset sold during the period. Gain on sale of real estate, net for the nine months ended September 30, 2017 is attributable to our four non-core office and industrial assets sold during the period. Loss on sale of real estate, net for the three months ended September 30, 2016 is attributable to one non-core industrial asset sold during the period. Loss on sale of real estate, net for the nine months ended September 30, 2017 is attributable to two non-core industrial assets sold during the period.

*Net Loss Attributable to Common Stockholders*

Net loss attributable to common stockholders decreased for both the three and nine months ended September 30, 2017, as compared to the three and nine months ended September 30, 2016, primarily because of the increase in total operating revenues due to asset acquisition activity, coupled with decreased interest expenses due to our refinancing and de-levering activity, as well as capital gains recognized on four property sales, partially offset by an increase in property operating expenses, depreciation and amortization expenses, and base management and incentive fees.

**Liquidity and Capital Resources**

*Overview*

Our sources of liquidity include cash flows from operations, cash and cash equivalents, borrowings under our Revolver and issuing additional equity securities. Our available liquidity as of September 30, 2017, was \$38.3 million, consisting of \$4.3 million in cash and cash equivalents and an available borrowing capacity of \$34.0 million under our Revolver. Our available borrowing capacity under the Revolver has decreased to \$29.4 million as of October 31, 2017.

*Future Capital Needs*

We actively seek conservative investments that are likely to produce income to pay distributions to our stockholders. We intend to use the proceeds received from future equity raised and debt capital borrowed to continue to invest in industrial and office real property, make mortgage loans, or pay down outstanding borrowings under our Revolver. Accordingly, to ensure that we are able to effectively execute our business strategy, we routinely review our liquidity requirements and continually evaluate all potential sources of liquidity. Our short-term liquidity needs include proceeds necessary to fund our distributions to stockholders, pay the debt service costs on our existing long-term mortgages, refinancing maturing debt and fund our current operating costs. Our long-term liquidity needs include proceeds necessary to grow and maintain our portfolio of investments.

We believe that our available liquidity is sufficient to fund our distributions to stockholders, pay the debt service costs on our existing long-term mortgages and fund our current operating costs in the near term. We also believe we will be able to refinance our mortgage debt as it matures. Additionally, to satisfy our short-term obligations, we may request credits to our management fees that are issued from our Adviser, although our Adviser is under no obligation to provide any such credits, either in whole or in part. We further believe that our cash flow from operations coupled with the financing capital available to us in the future are sufficient to fund our long-term liquidity needs.

*Equity Capital*

In July 2017, we completed an overnight offering of 1.2 million shares of our common stock at an offering price of \$20.52 per share. Net proceeds, after deducting underwriter discounts, were \$22.7 million. The proceeds from this offering were used to acquire real estate, repay existing indebtedness, and for other general corporate purposes. The offering's underwriters exercised their overallotment option, purchasing an additional 0.2 million shares of our common stock at the public offering price of \$20.52 per share. Net proceeds from exercise of the option to purchase additional shares, after deducting underwriter discounts, were \$3.4 million. The proceeds from this overallotment were used to acquire real estate, repay existing indebtedness, and for other general corporate purposes.

During the nine months ended September 30, 2017, we raised net proceeds of (i) \$30.8 million of common equity under our Common Stock ATM Program with Cantor Fitzgerald at a gross weighted average share price of \$21.42, and (ii) \$11.2 million under our Series D Preferred ATM Program at a gross weighted average share price of \$25.54. We used these proceeds to pay down outstanding debt and for other general corporate purposes. We did not sell any shares of our Series A Preferred or Series B Preferred pursuant to our Series A and B Preferred ATM Program during the nine months ended September 30, 2017.

Subsequent to September 30, 2017 through October 31, 2017, we raised net proceeds of \$0.2 million of common equity under our Common Stock ATM Program with Cantor Fitzgerald at a gross weighted average share price of \$22.51. We used these proceeds for general corporate purposes. We did not sell any shares of our Series A Preferred, Series B Preferred or Series D Preferred pursuant to our Series A, B and D Preferred ATM Program subsequent to September 30, 2017 through October 31, 2017.

As of October 31, 2017, we have the ability to raise up to \$312.5 million of additional equity capital through the sale and issuance of securities that are registered under our universal shelf registration statement on Form S-3 (File No. 333-208953), or the Universal Shelf, in one or more future public offerings. Of the \$312.5 million of available capacity under our Universal Shelf, approximately \$100.9 million of common stock is reserved for additional sales under our Common Stock ATM Program, approximately \$37.2 million of preferred stock is reserved for additional sales under our Series A and B Preferred ATM Program, and approximately \$22.3 million is reserved for additional sales under our Series D Preferred ATM Program as of October 31, 2017. We expect to continue to use our ATM programs as a source of liquidity for the remainder of 2017.

*Debt Capital*

As of September 30, 2017, we had 45 mortgage notes payable in the aggregate principal amount of \$455.4 million, collateralized by a total of 67 properties with a remaining weighted average maturity of 6.7 years. The weighted-average interest rate on the mortgage notes payable as of September 30, 2017 was 4.52%.

We continue to see banks and other non-bank lenders willing to issue mortgages. Consequently, we are focused on obtaining mortgages through regional banks, non-bank lenders and the CMBS market.

We have mortgage debt in the aggregate principal amount of \$10.4 million payable during the remainder of 2017 and \$47.8 million payable during 2018. The 2017 principal amounts payable include both amortizing principal payments and one balloon principal payment due in December of 2017. We anticipate being able to refinance our mortgages that come due during the remainder of 2017 and 2018 with a combination of new mortgage debt and the issuance of additional equity securities. In addition, we have raised substantial equity under our ATM programs and plan to continue to use these programs.

*Operating Activities*

Net cash provided by operating activities during the nine months ended September 30, 2017, was \$34.8 million, as compared to net cash provided by operating activities of \$29.8 million for the nine months ended September 30, 2016. This increase was primarily a result of an increase in rental receipts from acquisitions completed subsequent to September 30, 2016, a decrease in interest expense from refinanced and repaid mortgages during the previous 12 months, and a decrease in general and administrative fees from reducing our professional fees. These increases are partially offset by an increase in the base management fee, an increase in net property operating expenses, and a reduction in income earned due to the repayment of a mortgage interest receivable held through January 2016. The majority of cash from operating activities is generated from the rental payments and operating expense recoveries that we receive from our tenants. We utilize this cash to fund our property-level operating expenses and use the excess cash primarily for debt and interest payments on our mortgage notes payable, interest payments on our Revolver and Term Loan, distributions to our stockholders, management fees to our Adviser, Administration fees to our Administrator and other entity-level operating expenses.

[Table of Contents](#)*Investing Activities*

Net cash used in investing activities during the nine months ended September 30, 2017, was \$63.4 million, which primarily consisted of five property acquisitions, coupled with capital improvements performed at certain of our properties, partially offset by proceeds from the sale of four properties, coupled with recovering funds held in escrow from our lender for the mortgages we repaid. Net cash used in investing activities during the nine months ended September 30, 2016, was \$35.2 million, which primarily consisted of two property acquisitions coupled with capital improvements performed at certain of our properties, offset by the collection of a \$5.9 million mortgage note receivable.

During 2017, we have been executing our capital recycling program, whereby we opportunistically sell properties outside of our core markets, and use proceeds to repay outstanding debt, and fund mission critical property acquisitions located in our target secondary growth markets. During the nine months ended September 30, 2017, we sold four non-core properties and applied the proceeds towards outstanding debt. We will continue to sell non-core properties as reasonable disposition opportunities are available.

*Financing Activities*

Net cash provided by financing activities during the nine months ended September 30, 2017, was \$28.2 million, which primarily consisted of the issuance of \$69.9 million of equity and mezzanine equity, coupled with the issuance of \$51.2 million of new mortgage debt in connection with property acquisitions, partially offset by the repayment of \$57.2 million of mortgage principal, coupled with distributions paid to common, senior common and preferred shareholders. Net cash used in financing activities for the nine months ended September 30, 2016, was \$9.0 million, which primarily consisted of the repayment of \$67.1 million of mortgage principal, coupled with distributions paid to common, senior common and preferred shareholders, partially offset by \$56.0 million of new mortgage debt in connection with certain acquisitions.

*Credit Facility*

In August 2013, we procured our Revolver with KeyBank (serving as a revolving lender, a letter of credit issuer and an administrative agent). In October 2015, we expanded our Revolver to \$85.0 million, and entered into a Term Loan, whereby we added a \$25.0 million, five-year Term Loan subject to the same leverage tiers as the Revolver, with the interest rate at each leverage tier being 5 basis points lower. We have the option to repay the Term Loan in full, or in part, at any time without penalty or premium prior to the maturity date. In October 2017, we amended our existing Credit Facility. The Term Loan component of the Credit Facility was increased from \$25.0 million, to \$75.0 million, with the Revolver commitment remaining at \$85.0 million. The Term Loan has a new five-year term, with a maturity date of October 27, 2022, and the Revolver has a new four-year term, with a maturity date of October 27, 2021. The interest rate for the Credit Facility was reduced by 25 basis points at each of the leverage tiers. We entered into interest rate cap agreements on the amended Term Loan, which cap LIBOR at 2.75%. We used the net proceeds of the amended Credit Facility to repay all previously existing borrowings under the Revolver. We incurred fees of approximately \$0.9 million in connection with the Credit Facility amendment. The bank syndicate is now comprised of KeyBank, Fifth Third Bank, US Bank and Huntington Bank.

As of September 30, 2017, there was \$69.2 million outstanding under our Credit Facility at a weighted average interest rate of approximately 3.22% and \$1.0 million outstanding under letters of credit at a weighted average interest rate of 2.00%. As of October 31, 2017, the maximum additional amount we could draw under the Revolver and Term Loan was \$29.4 million. We were in compliance with all covenants under the Credit Facility as of September 30, 2017.

**Contractual Obligations**

The following table reflects our material contractual obligations as of September 30, 2017 (in thousands):

Contractual Obligations	Payments Due by Period				
	Total	Less than 1 Year	1-3 Years	3-5 Years	More than 5 Years
Debt Obligations (1)	\$ 524,590	\$ 96,035	\$ 92,306	\$ 95,206	\$ 241,043
Interest on Debt Obligations (2)	109,884	21,498	35,746	28,110	24,530
Operating Lease Obligations (3)	6,460	470	926	747	4,317
Purchase Obligations (4)	1,526	777	749	—	—
	<u>\$ 642,460</u>	<u>\$ 118,780</u>	<u>\$ 129,727</u>	<u>\$ 124,063</u>	<u>\$ 269,890</u>

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- (1) Debt obligations represent borrowings under our Revolver, which represents \$44.2 million of the debt obligation due in 2018, our Term Loan, which represents \$25.0 million of the debt obligation due in 2020, and mortgage notes payable that were outstanding as of September 30, 2017. This figure does not include \$0.3 million of premiums and discounts, net and \$5.5 million of deferred financing costs, net, which are reflected in mortgage notes payable, net, borrowings under Revolver, net and borrowings under Term Loan, net on the condensed consolidated balance sheet.
- (2) Interest on debt obligations includes estimated interest on borrowings under our Revolver and Term Loan and mortgage notes payable. The balance and interest rate on our Revolver and Term Loan is variable; thus, the interest payment obligation calculated for purposes of this table was based upon rates and balances as of September 30, 2017.
- (3) Operating lease obligations represent the ground lease payments due on our four of our properties.
- (4) Purchase obligations consist of tenant and capital improvements at five of our properties. These items were recognized on our balance sheet as of September 30, 2017.

### **Off-Balance Sheet Arrangements**

We did not have any material off-balance sheet arrangements as of September 30, 2017.

### **Funds from Operations**

The National Association of Real Estate Investment Trusts, or NAREIT, developed FFO as a relevant non-GAAP supplemental measure of operating performance of an equity REIT to recognize that income-producing real estate historically has not depreciated on the same basis determined under GAAP. FFO, as defined by NAREIT, is net income (computed in accordance with GAAP), excluding gains or losses from sales of property and impairment losses on property, plus depreciation and amortization of real estate assets, and after adjustments for unconsolidated partnerships and joint ventures.

FFO does not represent cash flows from operating activities in accordance with GAAP, which, unlike FFO, generally reflects all cash effects of transactions and other events in the determination of net income. FFO should not be considered an alternative to net income as an indication of our performance or to cash flows from operations as a measure of liquidity or ability to make distributions. Comparison of FFO, using the NAREIT definition, to similarly titled measures for other REITs may not necessarily be meaningful due to possible differences in the application of the NAREIT definition used by such REITs.

FFO available to common stockholders is FFO adjusted to subtract distributions made to holders of preferred stock and senior common stock. We believe that net income available to common stockholders is the most directly comparable GAAP measure to FFO available to common stockholders.

Basic funds from operations per share, or Basic FFO per share, and diluted funds from operations per share, or Diluted FFO per share, is FFO available to common stockholders divided by the number of weighted average shares of common stock outstanding and FFO available to common stockholders divided by the number of weighted average shares of common stock outstanding on a diluted basis, respectively, during a period. We believe that FFO available to common stockholders, Basic FFO per share and Diluted FFO per share are useful to investors because they provide investors with a further context for evaluating our FFO results in the same manner that investors use net income and earnings per share, or EPS, in evaluating net income available to common stockholders. In addition, because most REITs provide FFO available to common stockholders, Basic FFO and Diluted FFO per share information to the investment community, we believe these are useful supplemental measures when comparing us to other REITs. We believe that net income is the most directly comparable GAAP measure to FFO, Basic EPS is the most directly comparable GAAP measure to Basic FFO per share, and that Diluted EPS is the most directly comparable GAAP measure to Diluted FFO per share.

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The following table provides a reconciliation of our FFO available to common stockholders for the three and nine months ended September 30, 2017 and 2016, respectively, to the most directly comparable GAAP measure, net income available to common stockholders, and a computation of basic and diluted FFO per weighted average share of common stock:

	For the three months ended September 30,		For the nine months ended September 30,	
	(Dollars in Thousands, Except for Per Share Amounts)		(Dollars in Thousands, Except for Per Share Amounts)	
	2017	2016	2017	2016
<b>Calculation of basic FFO per share of common stock</b>				
Net income (loss)	\$ 2,383	\$ (73)	\$ 7,403	\$ 1,665
Less: Distributions attributable to preferred and senior common stock	(2,767)	(2,256)	(8,074)	(5,050)
Net loss attributable to common stockholders	\$ (384)	\$ (2,329)	\$ (671)	\$ (3,385)
Adjustments:				
Add: Real estate depreciation and amortization	10,829	9,459	30,673	27,796
Add: Impairment charge	—	1,786	3,999	2,016
Add: Loss on sale of real estate, net	—	24	—	24
Less: Gain on sale of real estate, net	(1)	—	(3,993)	—
FFO available to common stockholders - basic	\$ 10,444	\$ 8,940	\$ 30,008	\$ 26,451
Weighted average common shares outstanding - basic	27,234,569	23,509,054	25,833,423	22,915,086
Basic FFO per weighted average share of common stock	\$ 0.38	\$ 0.38	\$ 1.16	\$ 1.15
<b>Calculation of diluted FFO per share of common stock</b>				
Net income (loss)	\$ 2,383	\$ (73)	\$ 7,403	\$ 1,665
Less: Distributions attributable to preferred and senior common stock	(2,767)	(2,256)	(8,074)	(5,050)
Net loss attributable to common stockholders	\$ (384)	\$ (2,329)	\$ (671)	\$ (3,385)
Adjustments:				
Add: Real estate depreciation and amortization	10,829	9,459	30,673	27,796
Add: Impairment charge	—	1,786	3,999	2,016
Add: Income impact of assumed conversion of senior common stock	247	254	744	758
Add: Loss on sale of real estate, net	—	24	—	24
Less: Gain on sale of real estate, net	(1)	—	(3,993)	—
FFO available to common stockholders plus assumed conversions	\$ 10,691	\$ 9,194	\$ 30,752	\$ 27,209
Weighted average common shares outstanding - basic	27,234,569	23,509,054	25,833,423	22,915,086
Effect of convertible senior common stock	773,553	800,116	773,553	800,116
Weighted average common shares outstanding - diluted	28,008,122	24,309,170	26,606,976	23,715,202
Diluted FFO per weighted average share of common stock	\$ 0.38	\$ 0.38	\$ 1.16	\$ 1.15
Distributions declared per share of common stock	\$ 0.375	\$ 0.375	\$ 1.125	\$ 1.125

**Item 3. Quantitative and Qualitative Disclosures About Market Risk.**

Market risk includes risks that arise from changes in interest rates, foreign currency exchange rates, commodity prices, equity prices and other market changes that affect market sensitive instruments. The primary risk that we believe we are and will be exposed to is interest rate risk. Certain of our leases contain escalations based on market indices, and the interest rate on our Credit Facility is variable. Although we seek to mitigate this risk by structuring such provisions of our loans and leases to contain a minimum interest rate or escalation rate, as applicable, these features do not eliminate this risk. To that end, we have entered into derivative contracts to cap interest rates for our variable rate notes payable, and we have assumed an interest rate swap whereby we pay a fixed rate of 1.80% to our counterparty, and receive one month LIBOR in return. For details regarding our rate cap agreements and our interest rate swap agreement see Note 7 – *Mortgage Notes Payable and Credit Facility* of the accompanying condensed consolidated financial statements.

To illustrate the potential impact of changes in interest rates on our net income for the nine months ended September 30, 2017, we have performed the following analysis, which assumes that our balance sheet remains constant and that no further actions beyond a minimum interest rate or escalation rate are taken to alter our existing interest rate sensitivity.

The following table summarizes the annual impact of a 1%, 2% and 3% increase in the one month LIBOR as of September 30, 2017. As of September 30, 2017, our effective average LIBOR was 1.24%; thus, a 1%, 2% or 3% decrease could not occur (dollars in thousands).

Interest Rate Change	Increase to Interest Expense	Net Decrease to Net Income
1% Increase to LIBOR	\$ 1,409	\$ (1,409)
2% Increase to LIBOR	2,546	(2,546)
3% Increase to LIBOR	2,884	(2,884)

As of September 30, 2017, the fair value of our mortgage debt outstanding was \$461.8 million. Interest rate fluctuations may affect the fair value of our debt instruments. If interest rates on our debt instruments, using rates at September 30, 2017, had been one percentage point higher or lower, the fair value of those debt instruments on that date would have decreased or increased by \$19.7 million and \$21.2 million, respectively.

The amount outstanding under the Credit Facility approximates fair value as of September 30, 2017.

In the future, we may be exposed to additional effects of interest rate changes, primarily as a result of our Revolver, Term Loan or long-term mortgage debt, which we use to maintain liquidity and fund expansion of our real estate investment portfolio and operations. Our interest rate risk management objectives are to limit the impact of interest rate changes on earnings and cash flows and to lower overall borrowing costs. To achieve these objectives, we will borrow primarily at fixed rates or variable rates with the lowest margins available and, in some cases, with the ability to convert variable rates to fixed rates. We may also enter into derivative financial instruments such as interest rate swaps and caps in order to mitigate the interest rate risk on a related financial instrument. We will not enter into derivative or interest rate transactions for speculative purposes.

In addition to changes in interest rates, the value of our real estate is subject to fluctuations based on changes in local and regional economic conditions and changes in the creditworthiness of lessees and borrowers, all of which may affect our ability to refinance debt, if necessary.

**Item 4. Controls and Procedures.**

**a) Evaluation of Disclosure Controls and Procedures**

As of September 30, 2017, our management, including our chief executive officer and chief financial officer, evaluated the effectiveness of the design and operation of our disclosure controls and procedures. Based on that evaluation, the chief executive officer and chief financial officer, concluded that our disclosure controls and procedures were effective as of September 30, 2017 in providing a reasonable level of assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in applicable SEC rules and forms, including providing a reasonable level of assurance that information required to be disclosed by us in such reports is accumulated and communicated to our management, including our chief executive officer and our chief financial officer, as appropriate to allow timely decisions regarding required disclosure. However, in evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated can provide only reasonable assurance of necessarily achieving the desired control objectives, and management was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

**b) Changes in Internal Control over Financial Reporting**

There were no changes in our internal control over financial reporting that occurred during the quarter ended September 30, 2017 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II – OTHER INFORMATION

### Item 1. Legal Proceedings.

We are not currently subject to any material legal proceedings, nor, to our knowledge, is any material legal proceeding threatened against us.

### Item 1A. Risk Factors.

Our business is subject to certain risks and events that, if they occur, could adversely affect our financial condition and results of operations and the trading price of our securities. For a discussion of these risks, please refer to the section captioned “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2016, filed by us with the U.S. Securities and Exchange Commission on February 15, 2017. There are no material changes to risks associated with our business or investment in our securities from those previously set forth in the reports described above.

### Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

#### *Sales of Unregistered Securities*

None.

#### *Issuer Purchases of Equity Securities*

None.

### Item 3. Defaults Upon Senior Securities

None.

### Item 4. Mine Safety Disclosures

Not applicable.

### Item 5. Other Information

On October 27, 2017, the Company, through its wholly owned subsidiary Gladstone Commercial Limited Partnership, and certain of its other wholly owned subsidiaries, entered into a second amended and restated credit agreement (“Credit Facility”) with KeyBank National Association and certain other lenders. The Credit Facility was amended to, among other things:

- Increase the term loan facility from \$25.0 million to \$75.0 million;
- Decrease interest rate spreads by 25 basis points at all leverage tiers; and
- Extend the revolving credit facility maturity date to October 2021 and the term loan maturity date to October 2022.

As part of the amendment, the Company paid modification fees in the aggregate of \$0.9 million.

This description of the Credit Facility is not complete and and is qualified by the full text of the Second Amended and Restated Credit Agreement, a copy of which is filed as Exhibit 10.1 to this Form 10-Q.

### Item 6. Exhibits

#### Exhibit Index

<b>Exhibit Number</b>	<b>Exhibit Description</b>
3.1	<a href="#">Articles of Restatement of the Registrant, incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K (File No. 001-33097), filed January 12, 2017.</a>
3.2	<a href="#">Bylaws of the Registrant, incorporated by reference to Exhibit 3.2 to the Registrant's Registration Statement on Form S-11 (File No. 333-106024), filed June 11, 2003.</a>
3.3	<a href="#">First Amendment to Bylaws of the Registrant, incorporated by reference to Exhibit 99.1 to the Registrant's Current Report on Form 8-K (File No. 001-33097), filed July 10, 2007.</a>
3.4	<a href="#">Second Amendment to Bylaws of the Registrant, incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K (File No. 001-33097), filed December 1, 2016.</a>
4.1	<a href="#">Form of Certificate for Common Stock of the Registrant, incorporated by reference to Exhibit 4.1 to Pre-Effective Amendment No. 2 to the Registrant's Registration Statement on Form S-11 (File No. 333-106024), filed August 8, 2003.</a>
4.2	<a href="#">Form of Certificate for 7.75% Series A Cumulative Redeemable Preferred Stock of the Registrant, incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-A12G (File No. 000-50363), filed January 19, 2006.</a>
4.3	<a href="#">Form of Certificate for 7.50% Series B Cumulative Redeemable Preferred Stock of the Registrant, incorporated by reference to Exhibit 4.2 to the Registrant's Form 8-A12B (File No. 001-33097), filed October 19, 2006.</a>
4.4	<a href="#">Form of Certificate for 7.00% Series D Cumulative Redeemable Preferred Stock of the Registrant, incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K (File No. 001-33097), filed May 25, 2016.</a>
10.1	<a href="#">Second Amended and Restated Credit Agreement, dated as of October 27, 2017, by and among Gladstone Commercial Limited Partnership, as borrower, Gladstone Commercial Corporation and certain of its wholly owned subsidiaries, as guarantors, each of the financial institutions initially a signatory thereto together with their successors and assignees, as lenders, and KeyBank National Association, as lender and agent.</a>
11	<a href="#">Computation of Per Share Earnings from Operations.</a>
12	<a href="#">Statements re: computation of ratios.</a>
31.1	<a href="#">Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
31.2	<a href="#">Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
32.1	<a href="#">Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
32.2	<a href="#">Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
101.INS***	XBRL Instance Document
101.SCH***	XBRL Taxonomy Extension Schema Document

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101.CAL***	XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB***	XBRL Taxonomy Extension Label Linkbase Document
101.PRE***	XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF***	XBRL Definition Linkbase

\*\*\* Attached as Exhibit 101 to this Quarterly Report on Form 10-Q are the following materials, formatted in XBRL (eXtensible Business Reporting Language): (i) the Condensed Consolidated Balance Sheets as of September 30, 2017 and December 31, 2016, (ii) the Condensed Consolidated Statements of Operations and Other Comprehensive Income (Loss) for the three and nine months ended September 30, 2017 and 2016, (iii) the Condensed Consolidated Statements of Cash Flows for the nine months ended September 30, 2017 and 2016 and (iv) the Notes to Condensed Consolidated Financial Statements.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**Gladstone Commercial Corporation**

Date: October 31, 2017

By: /s/ Mike Sodo  
Mike Sodo  
Chief Financial Officer

Date: October 31, 2017

By: /s/ David Gladstone  
David Gladstone  
Chief Executive Officer and  
Chairman of the Board of Directors

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

DATED AS OF OCTOBER 27, 2017

by and among

GLADSTONE COMMERCIAL LIMITED PARTNERSHIP,

AS BORROWER,

GLADSTONE COMMERCIAL CORPORATION,

AS A GUARANTOR,

KEYBANK NATIONAL ASSOCIATION,

THE OTHER LENDERS WHICH ARE PARTIES TO THIS AGREEMENT

and

OTHER LENDERS THAT MAY BECOME

PARTIES TO THIS AGREEMENT,

KEYBANK NATIONAL ASSOCIATION,

AS AGENT,

FIFTH THIRD BANK, AN OHIO BANKING CORPORATION,

AS DOCUMENTATION AGENT,

and

KEYBANC CAPITAL MARKETS,

AS SOLE LEAD ARRANGER AND SOLE BOOK MANAGER

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**SECOND AMENDED AND RESTATED CREDIT AGREEMENT**

**THIS SECOND AMENDED AND RESTATED CREDIT AGREEMENT** (this “Agreement”) is made as of the 27th day of October, 2017, by and among **GLADSTONE COMMERCIAL LIMITED PARTNERSHIP**, a Delaware limited partnership (“Borrower”), **GLADSTONE COMMERCIAL CORPORATION**, a Maryland corporation (“Parent”), **KEYBANK NATIONAL ASSOCIATION** (“KeyBank”), the other lending institutions which are parties to this Agreement as “Lenders”, and the other lending institutions that may become parties hereto pursuant to §18 (together with KeyBank, the “Lenders”), **KEYBANK NATIONAL ASSOCIATION**, as Agent for the Lenders (the “Agent”), **FIFTH THIRD BANK**, an Ohio banking corporation, as Documentation Agent, and **KEYBANC CAPITAL MARKETS**, as Sole Lead Arranger and Sole Book Manager.

**RECITALS**

**WHEREAS**, the Borrower, KeyBank, individually and as administrative agent, and the other parties thereto have entered into that certain First Amended and Restated Credit Agreement dated as of October 5, 2015, as amended by the First Amendment to First Amended and Restated Credit Agreement dated as of December 29, 2016 (collectively, the “Original Credit Agreement”); and

**WHEREAS**, Borrower has requested that Agent and the Lenders make certain modifications to the Original Credit Agreement;

**WHEREAS**, the Borrower, the Agent and the Lenders desire to amend and restate the Original Credit Agreement in its entirety;

**NOW, THEREFORE**, in consideration of the recitals herein and mutual covenants and agreements contained herein, the parties hereto hereby amend and restate the Original Credit Agreement in its entirety and covenant and agree as follows:

§1. DEFINITIONS AND RULES OF INTERPRETATION.

§1.1 Definitions. The following terms shall have the meanings set forth in this §1 or elsewhere in the provisions of this Agreement referred to below:

Additional Commitment Request Notice. See §2.11(a).

Additional Guarantor. Each additional Subsidiary of Borrower or Parent which becomes a Guarantor pursuant to §5.2.

Affected Lender. See §4.15.

Affiliate. An Affiliate, as applied to any Person, shall mean any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling”, “controlled by” and “under common control with”), as applied to any Person, means (a) the possession, directly or indirectly, of the power to vote ten percent (10%) or more of the stock, shares, voting trust certificates, beneficial interest, partnership interests, member interests or other interests having voting power for the election of directors of such Person or otherwise to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise, or (b) the ownership of (i) a general partnership interest, (ii) a managing member’s or manager’s interest in a limited liability company or (iii) a limited partnership interest or preferred stock (or other ownership interest) representing ten percent (10%) or more of the outstanding limited partnership interests, preferred stock or other ownership interests of such Person.

Agent. KeyBank National Association, acting as administrative agent for the Lenders, and its successors and assigns.

Agent’s Head Office. The Agent’s head office located at 127 Public Square, Cleveland, Ohio 44114-1306, or at such other location as the Agent may designate from time to time by notice to the Borrower and the Lenders.

Agent’s Special Counsel. Dentons US LLP or such other counsel as selected by Agent.

Agreement. This Second Amended and Restated Credit Agreement, including the Schedules and Exhibits hereto.

Agreement Regarding Fees. See §4.2.

Applicable Law. Collectively, all applicable international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

Applicable Margin.

(a) From and after the date of this Agreement (and unless and until the Borrower and/or Parent obtains an Investment Grade Rating and Borrower elects to have the Applicable Margin determined pursuant to subparagraph (b) below), the Applicable Margin for LIBOR Rate

Loans and Base Rate Loans shall be a percentage per annum as set forth below based on the ratio of the Consolidated Total Indebtedness to the Consolidated Total Asset Value:

<b>Pricing Level</b>	<b>Ratio</b>	<b>Revolving Credit LIBOR Rate Loans</b>	<b>Revolving Credit Base Rate Loans</b>	<b>Term LIBOR Rate Loans</b>	<b>Term Base Rate Loans</b>
1	Less than or equal to 45%	1.50%	0.50%	1.45%	0.45%
2	Greater than 45% but less than or equal to 50%	1.75%	0.75%	1.70%	0.70%
3	Greater than 50% but less than or equal to 55%	2.00%	1.00%	1.95%	0.95%
4	Greater than 55%	2.25%	1.25%	2.20%	1.20%

The initial Applicable Margin shall be at Pricing Level 2. The Applicable Margin shall not be adjusted based upon such ratio, if at all, until the first (1<sup>st</sup>) Business Day following the delivery by Parent to the Agent of the Compliance Certificate at the end of a calendar quarter. In the event that Parent shall fail to deliver to the Agent a quarterly Compliance Certificate on or before the date required by §7.4(c), then without limiting any other rights of the Agent and the Lenders under this Agreement, the Applicable Margin shall be at Pricing Level 4 until such failure is cured within any applicable cure period, in which event the Applicable Margin shall adjust, if necessary, on the first (1<sup>st</sup>) Business Day following receipt of such Compliance Certificate.

In the event that the Agent and Parent determine that any financial statements previously delivered were incorrect or inaccurate (regardless of whether this Agreement or the Commitments are in effect when such inaccuracy is discovered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any period (an “Applicable Period”) than the Applicable Margin applied for such Applicable Period, then (i) Parent shall as soon as practicable deliver to the Agent the corrected financial statements for such Applicable Period, (ii) the Applicable Margin shall be determined as if the Pricing Level for such higher Applicable Margin were applicable for such Applicable Period, and (iii) the Borrower shall within five (5) Business Days of demand thereof by the Agent pay to the Agent the accrued additional amount owing as a result of such increased Applicable Margin for such Applicable Period, which payment shall be promptly applied by the Agent in accordance with this Agreement.

(b) From and after the time that Agent first receives written notice from Borrower that Borrower and/or Parent has first obtained an Investment Grade Rating and that Borrower elects to use such Investment Grade Rating as the basis for the Applicable Margin, the Applicable Margin shall mean, as of any date of determination, a percentage per annum determined by reference to the Credit Rating Level as set forth below (provided that any accrued interest payable at the Applicable Margin determined by reference to the ratio of Consolidated Total Indebtedness to Consolidated Total Asset Value shall be payable as provided in §2.6):

<b><u>Pricing Level</u></b>	<b><u>Credit Rating Level</u></b>	<b><u>Revolving Credit LIBOR Rate Loans</u></b>	<b><u>Revolving Credit Base Rate Loans</u></b>	<b><u>Term LIBOR Rate Loans</u></b>	<b><u>Term Base Rate Loans</u></b>
1	Credit Rating Level 1	0.825%	0.00%	0.90%	0.00%
2	Credit Rating Level 2	0.875%	0.00%	0.95%	0.00%
3	Credit Rating Level 3	1.00%	0.10%	1.10%	0.10%
4	Credit Rating Level 4	1.20%	0.20%	1.35%	0.35%
5	Credit Rating Level 5	1.55%	0.55%	1.75%	0.75%

At such time as this subparagraph (b) is applicable, the Applicable Margin for each Base Rate Loan shall be determined by reference to the Credit Rating Level in effect from time to time, and the Applicable Margin for any Interest Period for all LIBOR Rate Loans comprising part of the same borrowing shall be determined by reference to the Credit Rating Level in effect on the first (1<sup>st</sup>) day of such Interest Period; *provided, however* that no change in the Applicable Margin resulting from the application of the Credit Rating Levels or a change in the Credit Rating Level shall be effective until three (3) Business Days after the date on which the Agent receives written notice of the application of the Credit Rating Levels or a change in such Credit Rating Level. From and after the first time that the Applicable Margin is based on Borrower’s or Parent’s Credit Rating Level, the Applicable Margin shall no longer be calculated by reference to the ratio of Consolidated Total Indebtedness to Consolidated Total Asset Value.

Arranger. KeyBanc Capital Markets or any successor.

Assignment and Acceptance Agreement. See §18.1.

Authorized Officer. Any of the following Persons: David Gladstone, Robert Cutlip, Michael LiCalsi, Michael Sodo, Jay Beckhorn and such other Persons as Borrower shall designate in a written notice to Agent.

Bail-In Action. The exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

Bail-In Legislation. With respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

Balance Sheet Date. June 30, 2017.

Bankruptcy Code. Title 11, U.S.C.A., as amended from time to time or any successor statute thereto.

Base Rate. The greatest of (a) the fluctuating annual rate of interest announced from time to time by the Agent at the Agent's Head Office as its "prime rate", (b) one half of one percent (0.5%) above the Federal Funds Effective Rate or (c) the then applicable LIBOR for a one month interest period plus one percent (1.0%) per annum. The Base Rate is a reference rate and does not necessarily represent the lowest or best rate being charged to any customer. Any change in the rate of interest payable hereunder resulting from a change in the Base Rate shall become effective as of the opening of business on the day on which such change in the Base Rate becomes effective, without notice or demand of any kind.

Base Rate Loans. Collectively, the Revolving Credit Base Rate Loans and the Term Base Rate Loans, bearing interest calculated by reference to the Base Rate.

Borrower. As defined in the preamble hereto.

Breakage Costs. The cost to any Lender of re-employing funds bearing interest at LIBOR, actually incurred (or reasonably expected to be actually incurred) in connection with (i) any payment of any portion of the Loans bearing interest at LIBOR prior to the termination of any applicable Interest Period, (ii) the conversion of a LIBOR Rate Loan to any other applicable interest rate on a date other than the last day of the relevant Interest Period, or (iii) the failure of Borrower to draw down, on the first day of the applicable Interest Period, any amount as to which Borrower has elected a LIBOR Rate Loan.

Brookwood Landlord. AL13 Brookwood LLC, a Delaware limited liability company, as assignee of Brookwood Parkway, LLC, a South Carolina limited liability company.

Brookwood Lease. That certain Lease Agreement, dated July 25, 2012, between Brookwood Landlord and Brookwood Tenant, as amended by that certain First Amendment to Lease Agreement and Work Agreement, dated April 29, 2013 but effective March 22, 2013, between Brookwood Landlord and Brookwood Tenant, that certain Second Amendment to Lease Agreement and Landlord Expansion Work Agreement, dated October 10, 2016, between Brookwood Landlord and Brookwood Tenant and that certain Certificate Confirming Lease Expansion Commencement Date executed by Brookwood Landlord and Brookwood Tenant.

Brookwood Parkway. The Subject Property having an address of 17499 Brookwood Parkway in Vance, Alabama and owned by Brookwood Landlord.

Brookwood Tenant. Lear Operations Corporation, a Delaware corporation.

Building. With respect to each Subject Property or parcel of Real Estate, all of the buildings, structures and improvements now or hereafter located thereon.

Business Day. Any day on which banking institutions located in the same city and State as the Agent's Head Office are located are open for the transaction of banking business and, in the case of LIBOR Rate Loans, which also is a LIBOR Business Day.

Calculation Period. With respect to any calculation made, the four (4) fiscal quarters most recently ended; provided, however, that for purposes of calculating Consolidated Net Operating Income and Unencumbered Net Operating Income attributable to Brookwood Parkway pursuant to the last sentence of such defined terms, "Calculation Period" shall mean a period of four (4) fiscal quarters that includes one or more fiscal quarters most recently ended and, to the extent applicable, future fiscal quarters, all as contemplated by such defined terms.

Capitalization Rate. The Capitalization Rate shall be equal to, (a) for any Real Estate, or portion thereof, which is leased to Investment Grade Tenants with respect to which the applicable Lease(s) have an average remaining lease term of at least three (3) years remaining at the time of determination, seven and three-quarters percent (7.75%) (provided, for the avoidance of doubt, that if only a portion of any such Real Estate is leased to Investment Grade Tenant(s) with respect to which the applicable Lease(s) have an average remaining lease term of at least three (3) years remaining at the time of determination, then the capitalization rate of seven and three-quarters percent (7.75%) shall only apply to the income from such Real Estate that is attributable to such qualifying Lease(s)), and (b) for all Real Estate, or portion thereof, except the Real Estate which is included in clause (a) above, eight and one-quarter percent (8.25%); provided, however, for purposes of §8.5, the Capitalization Rate shall be equal to nine and one-half percent (9.50%).

Capitalized Lease. A lease under which the discounted future rental payment obligations of the lessee or the obligor are required to be capitalized on the balance sheet of such Person in accordance with GAAP.

Cash Equivalents. As of any date, (i) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof having maturities of not more than one (1) year from such date, (ii) time deposits and certificates of deposits having maturities of not more than one (1) year from such date and issued by any domestic commercial bank having, (A) senior long term unsecured debt rated at least A or the equivalent thereof by S&P or A2 or the equivalent thereof by Moody's and (B) capital and surplus in excess of \$100,000,000.00, (iii) commercial paper rated at least A-1 or the equivalent thereof by S&P or P-1 or the equivalent thereof by Moody's and in either case maturing within one hundred twenty (120) days from such date, and (iv) shares of any money market mutual fund rated at least AAA or the equivalent thereof by S&P or at least Aaa or the equivalent thereof by Moody's.

CERCLA. See §6.20.

Change of Control. A Change of Control shall exist upon the occurrence of any of the following:

(a) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any shareholder owning a five percent (5%) or greater interest in the Parent) becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have “beneficial ownership” of all securities that such person or group has the right to acquire (such right, an “option right”), whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of forty nine percent (49%) of the common shares of Parent on a fully-diluted basis (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right); or

(b) during any period of 12 consecutive months, a majority of the members of the board of directors of Parent cease to be composed of individuals (i) who were members of that board on the first day of such period, (ii) whose election or nomination to that board was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or (iii) whose election or nomination to that board was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board; or

(c) Parent fails to own, directly or indirectly, at least fifty one percent (51%) of the economic, voting and beneficial interests in Borrower and the Trust, shall fail to own such interests free of any lien, encumbrance or other adverse claim, or shall fail to control the management and policies of the Trust; or

(d) The Trust shall fail to be the sole general partner of Borrower, shall fail to own such general partnership interest in Borrower free of any lien, encumbrance or other adverse claim, or shall fail to control the management and policies of Borrower; or

(e) Borrower fails to own directly or indirectly, free of any lien, encumbrance or other adverse claim (except those granted in favor of Agent pursuant to the Loan Documents), at least one hundred percent (100%) of the economic, voting and beneficial interest of each Unencumbered Property Subsidiary.

Change in Law. The occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

Closing Date. The date of this Agreement.

Code. The Internal Revenue Code of 1986, as amended, and all regulations and formal guidance issued thereunder having the force of law.

Collateral Account. A special deposit account established by the Agent pursuant to §12.6 and under its sole dominion and control.

Commitment. With respect to each Lender, the aggregate of (a) the Revolving Credit Commitment of such Lender and (b) the Term Loan Commitment of such Lender.

Commitment Increase. An increase in the Total Revolving Credit Commitment and/or the Total Term Loan Commitment pursuant to §2.11.

Commitment Increase Date. See §2.11(a).

Commitment Percentage. With respect to each Lender, the percentage set forth on Schedule 1 hereto as such Lender’s percentage of the Total Commitment, as the same may be changed from time to time in accordance with the terms of this Agreement; provided that if any of the Commitments of the Lenders have been terminated as provided in this Agreement, then the Commitment of each Lender shall be determined based on the Commitment Percentage of such Lender immediately prior to such termination and after giving effect to any subsequent assignments made pursuant to the terms hereof.

Commodity Exchange Act. The Commodity Exchange Act (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute.

Communications. See §7.4.

Compliance Certificate. See §7.4(c).

Connection Income Taxes. Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

Consolidated. With reference to any term defined herein, that term as applied to the accounts of a Person and its Subsidiaries, determined on a consolidated basis in accordance with GAAP.

Consolidated EBITDA. For any period, an amount equal to the EBITDA of Borrower and its Subsidiaries for such period determined on a Consolidated basis.

Consolidated Fixed Charges. For any period, the sum of (a) Consolidated Interest Expense for such period, plus (b) all regularly scheduled principal payments made with respect to Indebtedness of Parent and its Subsidiaries during such period, other than any balloon, bullet or similar principal payment which repays such Indebtedness in full, plus (c) all Preferred Distributions for such period. Such Person's Equity Percentage in the Fixed Charges of its Unconsolidated Affiliates shall be included in the determination of Fixed Charges. Consolidated Fixed Charges shall not include dividends paid or payable on account of any common stock issued by Parent or the Borrower, including any Senior Common Stock.

Consolidated Interest Expense. For any period, without duplication, (a) total Interest Expense of Parent and its Subsidiaries determined on a Consolidated basis for such period, plus (b) such Person's Equity Percentage of Interest Expense of its Unconsolidated Affiliates for such period.

Consolidated Net Operating Income. For any Real Estate and for a given period, an amount equal to the sum of (a) the rents and other revenues for such Real Estate for such period received in the ordinary course of business (excluding pre-paid rents and revenues and security deposits except to the extent applied in satisfaction of tenants' obligations for rent) minus (b) all expenses incurred and related to the ownership, operation or maintenance of such Real Estate for such period, but specifically excluding general overhead expenses of the Borrower and its Subsidiaries, any property management fees, debt service charges, income taxes, depreciation, amortization and other non-cash expenses, minus (c) the greater of (i) actual property management expenses of such Real Estate or (ii) an amount equal to two percent (2.0%) of the gross revenues from such Real Estate. Consolidated Net Operating Income shall be adjusted to remove any impact from straight-line rent leveling adjustments (in excess of ten percent (10%) of rental income as reported on the GAAP operating statement) required under GAAP. For purposes of calculating Consolidated Net Operating Income attributable to Brookwood Parkway upon Rent Commencement, such Consolidated Net Operating Income shall be calculated as follows provided the Brookwood Lease is in full force and effect and no default exists under such Lease such that the Brookwood Landlord or Brookwood Tenant may exercise any right of termination thereunder: (i) at the end of the first fiscal quarter immediately following Rent Commencement by adding actual historical results for such Subject Property for such fiscal quarter and Pro Forma Net Operating Income for the immediately following three (3) fiscal quarters, (ii) at the end of the second fiscal quarter immediately following Rent Commencement by adding actual historical results for such Subject Property for such two fiscal quarters and Pro Forma Net Operating Income for the immediately following two (2) fiscal quarters, (iii) at the end of the third fiscal quarter immediately following Rent Commencement by adding actual historical results for such Subject Property for such three fiscal quarters and Pro Forma Net Operating Income for the immediately following one (1) fiscal quarter and (iv) at the end of the fourth fiscal quarter immediately following Rent Commencement and thereafter by using actual historical results for such Subject Property for the prior four fiscal quarters most recently ended. For the avoidance of doubt, upon Rent Commencement, Consolidated Net Operating Income attributable to Brookwood Parkway shall be calculated without regard to Consolidated Net Operating Income for such Subject Property prior to Rent Commencement.

Consolidated Tangible Net Worth. As of any date of determination, the amount by which Consolidated Total Asset Value exceeds Consolidated Total Indebtedness.

Consolidated Total Asset Value. On a Consolidated basis for the Parent and its Subsidiaries, Consolidated Total Asset Value shall mean the sum (without duplication) of:

(a) (x) the Consolidated Net Operating Income for the Calculation Period of all Real Estate owned by Parent, the Borrower or any of their respective Subsidiaries for four (4) full fiscal quarters or more (other than Consolidated Net Operating Income from any Real Estate whose inclusion in the calculation of Consolidated Total Asset Value was pursuant to clauses (d) and (e) of this definition) annualized, as applicable, with the product thereof being divided by (y) the applicable Capitalization Rate; plus

(b) the book value determined in accordance with GAAP of all Real Estate (other than the Subject Properties) owned by Parent, the Borrower or any of their respective Subsidiaries for less than four (4) full fiscal quarters; plus

(c) the book value determined in accordance with GAAP of all Mortgage Receivables, Second Lien Mortgage Receivables and Mezzanine Loans owned by Parent, the Borrower or any of their respective Subsidiaries; plus

(d) the book value determined in accordance with GAAP of all Development Properties owned by Parent, the Borrower or any of their respective Subsidiaries; plus

(e) the book value determined in accordance with GAAP of all Unimproved Land owned by Parent, the Borrower or any of their respective Subsidiaries; plus

(f) the aggregate amount of all Unrestricted Cash and Cash Equivalents of Parent, the Borrower and their respective Subsidiaries as of the date of determination; plus

(g) with respect to any Real Estate owned by an Unconsolidated Affiliate of the Borrower for (x) less than four (4) full fiscal quarters or (y) consisting of Development Properties or Unimproved Land, an amount equal to Borrower's Equity Percentage in such Unconsolidated Affiliate multiplied by the book value determined in accordance with GAAP of all Real Estate; plus

(h) with respect to any Real Estate owned by an Unconsolidated Affiliate of the Borrower for four (4) full fiscal quarters or more (except for any Real Estate owned by an Unconsolidated Affiliate of the Borrower which is a Development Property or is Unimproved Land whose inclusion in the calculation of Consolidated Total Asset Value was pursuant to clause (g) above), (x) the Consolidated Net

Operating Income for the Calculation Period of such Real Estate annualized, as applicable, multiplied by (x) an amount equal to Borrower's Equity Percentage in such Unconsolidated Affiliate, with the product thereof being divided by (z) the applicable Capitalization Rate; plus

(i) with respect to any Mortgage Receivable, Second Lien Mortgage Receivable or Mezzanine Loan owned by an Unconsolidated Affiliate of Borrower, Borrower's Equity Percentage in such Unconsolidated Affiliate multiplied by the book value determined in accordance with GAAP of all such Mortgage Receivables, Second Lien Mortgage Receivables and Mezzanine Loans.

Consolidated Total Asset Value will be adjusted, as appropriate, for acquisitions, dispositions and other changes to the portfolio during the calendar quarter most recently ended prior to a date of determination.

Consolidated Total Equity Pledge Secured Debt. On any date of determination, all Equity Pledge Secured Debt of Parent and its Subsidiaries determined on a Consolidated basis and shall include (without duplication) such Person's Equity Percentage of the Equity Pledge Secured Debt of its Unconsolidated Affiliates.

Consolidated Total Indebtedness. All indebtedness of Parent and its Subsidiaries determined on a Consolidated basis and all Indebtedness of Parent and its Subsidiaries determined on a Consolidated basis, whether or not so classified. Consolidated Total Indebtedness shall not include Trust Preferred Equity or Mandatorily Redeemable Stock. Consolidated Total Indebtedness shall include (without duplication), such Person's Equity Percentage of the foregoing of its Unconsolidated Affiliates.

Consolidated Total Secured Debt. On any date of determination, all Secured Debt (other than Equity Pledge Secured Debt) of Parent and its Subsidiaries determined on a Consolidated basis and shall include (without duplication) such Person's Equity Percentage of the Secured Debt (other than Equity Pledge Secured Debt) of its Unconsolidated Affiliates.

Consolidated Total Unsecured Debt. On any date of determination, all Unsecured Debt of Parent and its Subsidiaries determined on a Consolidated basis and shall include (without duplication) such Person's Equity Percentage of the Unsecured Debt of its Unconsolidated Affiliates.

Construction in Progress. On a consolidated basis for Borrower and its Subsidiaries, the sum of all cash expenditures for land and improvements (including indirect costs internally allocated and development costs) in accordance with GAAP on properties that are under construction or with respect to which construction is reasonably scheduled to commence within twelve (12) months of the relevant determination. For the purposes of calculating Construction in Progress of Borrower and its Subsidiaries with respect to properties under construction of Unconsolidated Affiliates, the Construction in Progress of Borrower and its Subsidiaries shall be the lesser of (a) the Investment of Borrower or its Subsidiary in the applicable Unconsolidated Affiliate or (b) the Borrower's or such Subsidiary's pro rata share (based upon the Equity Percentage of such Person in such Unconsolidated Affiliate) of such Unconsolidated Affiliate's Construction in Progress.

Contribution Agreement. That certain Second Amended and Restated Contribution Agreement dated of even date herewith among the Borrower, the Guarantors and each Additional Guarantor which may hereafter become a party thereto, as the same may be modified, amended or ratified from time to time.

Conversion/Continuation Request. A notice given by the Borrower to the Agent of its election to convert or continue a Loan in accordance with §4.1.

Credit Rating. As of any date of determination, the highest credit rating assigned to Borrower's or Parent's long-term senior unsecured non-credit enhanced debt by any of the Rating Agencies as determined pursuant to this definition. A credit rating of BBB- from S&P or Fitch shall be equivalent to a credit rating of Baa3 from Moody's and vice versa. A credit rating of BBB from S&P or Fitch shall be equivalent to a credit rating of Baa2 from Moody's and vice versa. A credit rating of BBB+ from S&P or Fitch shall be equivalent to a credit rating of Baa1 by Moody's and vice versa. A credit rating of A- from S&P or Fitch shall be equivalent to a credit rating of A3 by Moody's and vice versa. It is the intention of the parties that Borrower or Parent shall obtain a credit rating from either or both of S&P or Moody's, but may also seek an additional credit rating from Fitch, and the Borrower shall be entitled to the benefit of the Credit Rating Level for any such credit rating subject to the terms and conditions of this definition. If Borrower shall have obtained a credit rating from two or more of the Rating Agencies, the highest of the ratings shall control, provided that the next highest rating is only one level below that of the highest rating. If the rating which is second from highest is more than one level below that of the highest rating, the operative rating would be deemed to be one rating level higher than the rating which is second from highest. In the event that Borrower and/or Parent shall have obtained a credit rating from two or more of the Rating Agencies and shall thereafter lose such rating (whether as a result of a withdrawal, suspension, election to not obtain a rating, or otherwise) from one of the Rating Agencies (unless if such lost rating was provided by Fitch), the operative rating would be deemed to be one rating level lower than the highest remaining rating; provided, however, that if at any time the only remaining credit rating has been issued by Fitch, Borrower and/or Parent shall be deemed for the purposes hereof not to have a Credit Rating and Credit Rating Level 5 shall apply. In the event that Borrower and/or Parent shall have obtained a credit rating from one or more of the Rating Agencies and shall thereafter lose such ratings (whether as a result of withdrawal, suspension, election to not obtain a rating, or otherwise) from each of the Rating Agencies, Borrower and/or Parent shall be deemed for the purposes hereof not to have a Credit Rating and Credit Rating Level 5 shall apply. If at any time any of the Rating Agencies shall no longer perform the functions of a securities rating agency, then the Borrower and the Agent shall promptly negotiate in good faith to agree upon a substitute rating agency or agencies (and to correlate the system of ratings of each substitute rating agency with that of the rating agency being replaced), and pending such amendment, the credit rating of the other of the Rating Agencies, if one has been provided, shall continue to apply (provided that if the only remaining credit rating has been issued by Fitch, Borrower and/or Parent shall be deemed for the purposes hereof not to have a Credit Rating and Credit Rating Level 5 shall apply).

Credit Rating Level. One of the following five (5) pricing levels, as applicable, and provided, further, that, from and after the time that Agent receives written notice that Borrower and/or Parent has first obtained an Investment Grade Rating and Borrower has elected to use the

Credit Rating of Borrower or Parent as the basis for the Applicable Margin:

“Credit Rating Level 1” means the Credit Rating Level which would be applicable for so long as the Credit Rating is greater than or equal to A- by S&P or Fitch or A3 by Moody’s;

“Credit Rating Level 2” means the Credit Rating Level which would be applicable for so long as the Credit Rating is greater than or equal to BBB+ by S&P or Fitch or Baa1 by Moody’s and Credit Rating Level 1 is not applicable; and

“Credit Rating Level 3” means the Credit Rating Level which would be applicable for so long as the Credit Rating is greater than or equal to BBB by S&P or Fitch or Baa2 by Moody’s and Credit Rating Levels 1 and 2 are not applicable;

“Credit Rating Level 4” means the Credit Rating Level which would be applicable for so long as the Credit Rating is greater than or equal to BBB- by S&P or Fitch or Baa3 by Moody’s and Credit Rating Levels 1, 2 and 3 are not applicable; and

“Credit Rating Level 5” means the Credit Rating Level which would be applicable for so long as the Credit Rating is less than BBB- by S&P or Fitch or Baa3 by Moody’s or there is no Credit Rating.

Debt Yield Ratio. As of the date of any determination, the ratio (expressed as a percentage) of (a) Consolidated EBITDA for the Calculation Period, annualized as applicable, to (b) Consolidated Total Indebtedness. For purposes of the calculation of Debt Yield Ratio, when calculating Consolidated EBITDA for any Real Estate not owned and operated by a Subsidiary for a full Calculation Period, the Consolidated EBITDA attributable to such Real Estate shall be calculated using the sum of (i) the actual historical results for the period that the Real Estate was owned and operated by the Subsidiary plus (ii) the proforma results, as reasonably approved by the Agent, for the future period necessary to achieve a full Calculation Period number.

Default. See §12.1.

Default Rate. See §4.12.

Defaulting Lender. Any Lender that, as reasonably determined by the Agent, (a) has failed to perform any of its funding obligations hereunder, including in respect of its Loans or participations in respect of Letters of Credit, within two (2) Business Days of the date required to be funded by it hereunder and such failure is continuing, unless such failure arises out of such Lender’s good faith determination that a condition precedent to funding (specifically identified) has not been satisfied, (b) (i) has notified the Borrower or the Agent that it does not intend to comply with its funding obligations hereunder or (ii) has made a public statement to that effect with respect to its funding obligations under other agreements generally in which it commits to extend credit, unless with respect to this clause (b), such failure arises from such Lender’s good faith determination that a condition precedent to funding (specifically identified) has not been satisfied, (c) has failed, within two (2) Business Days after request by the Agent, to confirm in a manner reasonably satisfactory to the Agent and Borrower that it will comply with its funding obligations; provided that, notwithstanding the provisions of §2.13, such Lender shall cease to be a Defaulting Lender upon the Agent’s receipt of confirmation that such Defaulting Lender will comply with its funding obligations, or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any bankruptcy, insolvency, reorganization, liquidation, conservatorship, assignment for the benefit of creditors, moratorium, receivership, rearrangement or similar debtor relief law of the United States or other applicable jurisdictions from time to time in effect, including any law for the appointment of the Federal Deposit Insurance Corporation or any other state or federal regulatory authority as receiver, conservator, trustee, administrator or any similar capacity, (ii) had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such capacity, charged with reorganization or liquidation of its business or a custodian appointed for it, (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment, or (iv) become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts of the United States or from the enforcement of judgments or writs of attachment of its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow, or disaffirm any contracts or agreements made with such Person. Any determination by the Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to §2.13(g)) upon delivery of written notice of such determination to the Borrower and each Lender.

Derivatives Contract. Any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement. Not in limitation of the foregoing, the term “Derivatives Contract” includes any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement, including any such obligations or liabilities under any such master agreement. Notwithstanding anything to the contrary, the term “Derivatives Contract” shall not include rate-lock provisions with respect to long-term mortgage contracts or repurchase agreements not otherwise prohibited by this Agreement.

Derivatives Termination Value. In respect of any one or more Derivatives Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Derivatives Contracts, (a) for any date on or after the date such Derivatives Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date

referenced in clause (a) the amount(s) determined as the mark-to-market value(s) for such Derivatives Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Derivatives Contracts (which may include the Agent or any Lender).

Designated Person. See §6.31.

Distribution. Any (a) dividend or other distribution, direct or indirect, on account of any Equity Interest of Parent, the Borrower, or any of their respective Subsidiaries now or hereafter outstanding, except a dividend payable solely in Equity Interests of identical class to the holders of that class; (b) redemption, conversion, exchange, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interest of Parent, the Borrower or any of their respective Subsidiaries now or hereafter outstanding; and (c) payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire any Equity Interests of Parent, the Borrower, or any of their respective Subsidiaries now or hereafter outstanding.

Directions. See §14.15.

Documentation Agent. Fifth Third Bank, an Ohio banking corporation, but only in the event that, and for so long as, Fifth Third Bank is a Lender.

Dollars or \$. Dollars in lawful currency of the United States of America.

Domestic Lending Office. Initially, the office of each Lender designated as such on Schedule 1 hereto; thereafter, such other office of such Lender, if any, located within the United States that will be making or maintaining Base Rate Loans.

Drawdown Date. The date on which any Loan is made or is to be made, and the date on which any Loan which is made prior to the Revolving Credit Maturity Date or the Term Loan Maturity Date, as applicable, is converted in accordance with §4.1.

EBITDA. With respect to a Person for any period (without duplication): (a) net income (or loss) of such Person for such period determined on a consolidated basis in accordance with GAAP, exclusive of the following (but only to the extent included in the determination of such net income (loss)): (i) depreciation and amortization expense; (ii) interest expense; (iii) income tax expense; (iv) gains and losses on the sale of assets and other extraordinary or non-recurring gains and losses; (v) subordinated management fees; (vi) distributions to minority owners; and (viii) one-time non-recurring items; plus (b) such Person's pro rata share of EBITDA determined in accordance with clause (a) above of its Unconsolidated Affiliates. EBITDA shall be adjusted to remove any impact from (A) straight line rent leveling adjustments (in excess of ten percent (10%) of rental income as reported on the GAAP operating statement) required under GAAP and (B) non-cash compensation expenses (to the extent such adjustments would otherwise have been included in the determination of EBITDA). For purposes of this definition, nonrecurring items shall be deemed to include, but not be limited to, (w) transaction costs incurred in connection herewith, (x) gains and losses on early extinguishment of Indebtedness, (y) non-cash severance and other non-cash restructuring charges and (z) transaction costs of acquisitions required to be expensed under FASB ASC 805 which are not permitted to be capitalized pursuant to GAAP. Notwithstanding the foregoing, to the extent any nonrecurring items are included in the calculation of EBITDA, such non-recurring income and expense shall not be annualized for purposes of calculating Consolidated EBITDA.

Electronic System. See §7.4.

Eligible Real Estate. Real Estate:

- (a) which is wholly-owned in fee (or leased under a ground lease acceptable to the Agent in its reasonable discretion) by an Unencumbered Property Subsidiary;
- (b) which is located within the contiguous 48 States of the continental United States or the District of Columbia;
- (c) which is improved by an income-producing office, industrial, manufacturing, retail, distribution, medical/healthcare, data center or flex property, which contains improvements that are in operating condition and available for occupancy, and with respect to which valid certificates of occupancy or the equivalent for all buildings thereon have been issued and are in full force and effect;
- (d) as to which all of the representations set forth in §6 of this Agreement concerning the Subject Property are true and correct;
- (e) as to which the Agent and the Required Lenders, as applicable, have received and approved all Eligible Real Estate Qualification Documents, or will receive and approve them prior to inclusion of such Eligible Real Estate in the calculation of the Unencumbered Asset Value; and
- (f) which is in compliance with and would not cause a Default under the provisions of §7.16.

Eligible Real Estate Qualification Documents. See §7.16.

Eligible Tenant. A tenant in Eligible Real Estate that satisfies each of the following requirements at all times: (i) such tenant is not a natural person and is a legal operating entity, duly organized and validly existing under the laws of its jurisdiction of organization; (ii) such tenant is not the subject of any Insolvency Event; (iii) no default, event of default or event which with the giving of notice or the expiration of time would constitute a default or event of default has occurred and is continuing with respect to any other lease relating to a property included in the calculation of the Unencumbered Asset Value to which such tenant is a party; and (iv) such tenant is in compliance with the material terms and conditions of such lease.

Employee Benefit Plan. Any employee benefit plan within the meaning of §3(3) of ERISA maintained or contributed to by either of the Borrower or any ERISA Affiliate, other than a Multiemployer Plan.

Environmental Laws. See §6.20(a).

Equity Interests. With respect to any Person, any share of capital stock of (or other ownership or profit interests in) such Person, any warrant, option or other right for the purchase or other acquisition from such Person of any share of capital stock of (or other ownership or profit interests in) such Person, any security convertible into or exchangeable for any share of capital stock of (or other ownership or profit interests in) such Person or warrant, right or option for the purchase or other acquisition from such Person of such shares (or such other interests), and any other ownership or profit interest in such Person (including, without limitation, partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such share, warrant, option, right or other interest is authorized or otherwise existing on any date of determination.

Equity Offering. The issuance and sale after the Closing Date by Parent, the Borrower or any Subsidiary of Borrower of any equity securities of such Person.

Equity Percentage. The aggregate ownership percentage of the Borrower, the Guarantors or their respective Subsidiaries in each Unconsolidated Affiliate.

Equity Pledge Secured Debt. (a) Indebtedness of Parent or a Subsidiary of Parent (other than any Subsidiary of Borrower which directly or indirectly owns or leases a Subject Property) which is secured by a Lien on any direct or indirect Equity Interests in a Subsidiary of Parent (other than Borrower or any Subsidiary of Borrower which directly or indirectly owns or leases a Subject Property), including, without limitation, any Distributions or rights to Distributions on account of such Equity Interests, and (b) in the event the Loans or Letter of Credit Liabilities are at any time secured by a Lien on any direct or indirect Subsidiary of Parent or its Subsidiaries, Equity Pledge Secured Debt shall include the Loans and Letter of Credit Liabilities.

ERISA. The Employee Retirement Income Security Act of 1974, as amended and in effect from time to time and all regulations and formal guidelines issued thereunder.

ERISA Affiliate. Any Person which is treated as a single employer with the Borrower, the Guarantors or their respective Subsidiaries under §414 of the Code or Section 4001 of ERISA.

ERISA Reportable Event. A reportable event with respect to a Guaranteed Pension Plan within the meaning of §4043 of ERISA and the regulations promulgated thereunder as to which the requirement of notice has not been waived or any other event with respect to which the Borrower, a Guarantor or an ERISA Affiliate could reasonably be expected to have liability under Section 4062(e) or Section 4063 of ERISA.

EU Bail-In Legislation Schedule. The EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

Event of Default. See §12.1.

Excluded Subsidiary. Any Person which is as of the date of this Agreement, or becomes after the date of this Agreement, a Subsidiary of Parent which is prohibited from guaranteeing the Indebtedness of any other Person pursuant to (a) any document, instrument or agreement evidencing Secured Debt permitted by this Agreement or (b) a provision of such Subsidiary's organizational documents, as a condition to the extension of such Secured Debt.

Excluded Taxes. Any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, United States federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to an Applicable Law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under §4.15 as a result of costs sought to be reimbursed pursuant to §4.4 or under §18.9) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to §4.4, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with §4.4(g), and (d) any U.S. United States federal withholding Taxes imposed under FATCA.

Existing Revolving Credit Commitments. The Revolving Credit Commitments (as defined in the Original Credit Agreement).

Existing Term Loan Commitments. The Term Loan Commitments (as defined in the Original Credit Agreement).

Existing Revolving Credit Loans. The Revolving Credit Loans (as defined in the Original Credit Agreement).

Existing Term Loans. The Term Loans (as defined in the Original Credit Agreement).

Expansion Work Agreement. That certain Landlord's Expansion Work Agreement attached to that certain Second Amendment to Lease Agreement and Landlord Expansion Work Agreement, dated October 10, 2016, between Brookwood Landlord and Brookwood Tenant including all schedules, exhibits, riders and addenda thereto.

Extension Request. See §2.12(a).

Facility Fee. See §2.3(b).

FASB. The Financial Accounting Standards Board of the Financial Accounting Foundation.

FASB ASC 805. Topic 805 of FASB's Accounting Standards Codification, as issued by FASB in December of 2010, and becoming effective with respect to business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2008 (previously codified as Financial Accounting Standard 141 (revised), as issued by FASB in December of 2007, and becoming effective January 1, 2009).

FATCA. Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

Federal Funds Effective Rate. For any day, the rate per annum (rounded upward to the nearest one-hundredth of one percent (1/100 of 1%)) announced by the Federal Reserve Bank of New York on such day as being the weighted average of the rates on overnight federal funds transactions arranged by federal funds brokers on the previous trading day, as computed and announced by such Federal Reserve Bank in substantially the same manner as such Federal Reserve Bank computes and announces the weighted average it refers to as the "Federal Funds Effective Rate". In the event that the Federal Funds Effective Rate shall be less than zero, then for the purposes of this Agreement the Federal Funds Effective Rate shall be deemed to be zero.

Fitch. Fitch Ratings Inc., and any successor thereto.

Foreign Lender. If the Borrower is a U.S. Person, a Lender that is not a U.S. Person, and if the Borrower is not a U.S. Person, a Lender that is resident or organized under the laws of a jurisdiction other than that in which the Borrower is resident for tax purposes.

Fronting Exposure. At any time there is a Defaulting Lender, with respect to the Issuing Lender, such Defaulting Lender's Revolving Credit Commitment Percentage of the outstanding Letter of Credit Liabilities other than Letter of Credit Liabilities as to which such Defaulting Lender's participation obligation has been reallocated to other Revolving Credit Lenders or cash collateral or other credit support acceptable to the Issuing Lender shall have been provided in accordance with the terms hereof.

Funds from Operations. With respect to any Person for any period, an amount equal to the Net Income (or Loss) of such Person for such period, computed in accordance with GAAP, excluding gains (or losses) from extraordinary items or non-recurring gains or losses (but including gains or losses on sales of Real Estate in the ordinary course of business, e.g. build to suits), plus real estate depreciation and amortization, and after adjustments for unconsolidated partnerships and joint ventures. Adjustments for unconsolidated partnerships and joint ventures will be recalculated to reflect funds from operations on the same basis. "Funds from Operations" shall be adjusted to remove any impact of the expensing of acquisition costs pursuant to FASB ASC 805, including, without limitation, (i) the addition to Net Income of costs and expenses related to ongoing consummated acquisition transactions during such period; and (ii) the subtraction from Net Income of costs and expenses related to acquisition transactions terminated during such period.

GAAP. Principles that are (a) consistent with the principles promulgated or adopted by the Financial Accounting Standards Board and its predecessors, as in effect from time to time and (b) consistently applied with past financial statements of the Person adopting the same principles; provided that a certified public accountant would, insofar as the use of such accounting principles is pertinent, be in a position to deliver an unqualified opinion (other than a qualification regarding changes in generally accepted accounting principles) as to financial statements in which such principles have been properly applied.

Governmental Authority. Any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau, commission, board, department or other entity (including, without limitation, the Federal Deposit Insurance Corporation, the Comptroller of the Currency or the Federal Reserve Board, any central bank or any comparable authority) or any arbitrator with authority to bind a party at law, and including any supra-national bodies such as the European Union or the European Central Bank.

Guaranteed Pension Plan. Any employee pension benefit plan within the meaning of §3(2) of ERISA maintained or contributed to by the Borrower or any ERISA Affiliate the benefits of which are guaranteed on termination in full or in part by the PBGC pursuant to Title IV of ERISA, other than a Multiemployer Plan.

Guarantors. Collectively, Parent and all Subsidiary Guarantors, and individually any one of them.

Guaranty. The Second Amended and Restated Unconditional Guaranty of Payment and Performance dated of even date herewith made by Parent and the Subsidiary Guarantors in favor of the Agent and the Lenders, as the same may be modified, amended or ratified.

Hazardous Substances. See §6.20(b).

Implied Unsecured Debt Service. On any date of determination, an amount equal to the annual principal and interest payment sufficient to amortize in full during a thirty (30) year period, a loan in an amount equal to the sum of the aggregate principal balance of all Unsecured Debt of the Parent and its Subsidiaries (including the Loans and the Letter of Credit Liabilities) determined on a Consolidated basis as of such date, calculated using an interest rate equal to the greater of (a) two and one quarter percent (2.25%) plus the then current annual yield on ten (10) year obligations issued by the United States Treasury most recently prior to the date of determination as determined by the Agent and

(b) six and one-half percent (6.5%).

Increase Notice. See §2.11(a).

Indebtedness. With respect to a Person, at the time of computation thereof, all of the following (without duplication): (a) all obligations of such Person in respect of money borrowed (other than trade debt incurred in the ordinary course of business which is not more than ninety (90) days past due); (b) all obligations of such Person, whether or not for money borrowed (i) represented by notes payable, or drafts accepted, in each case representing extensions of credit, (ii) evidenced by bonds, debentures, notes or similar instruments, or (iii) constituting purchase money indebtedness, conditional sales contracts, title retention debt instruments or other similar instruments, upon which interest charges are customarily paid or that are issued or assumed as full or partial payment for property or services rendered and are due more than three (3) months from the date of incurrence of the obligation in respect thereof or evidenced by a note or similar instrument; (c) obligation of such Person as a lessee or obligor under a Capitalized Lease; (d) all reimbursement obligations of such Person under any letters of credit or acceptances (whether or not the same have been presented for payment); (e) all Off-Balance Sheet Obligations of such Person; (f) all obligations of such Person in respect of any purchase obligation, takeout commitment or forward equity commitment and net obligations of such Person in respect of any repurchase obligation; (g) net obligations under any Derivatives Contract not entered into as a hedge against existing Indebtedness, in an amount equal to the Derivatives Termination Value thereof; (h) all obligations of such Person to redeem, retire, defease or otherwise make any payment in respect of any Mandatorily Redeemable Stock issued by such Person or any other Person, valued at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; (i) all Indebtedness of other Persons which such Person has guaranteed or is otherwise recourse to such Person (except for guaranties of Non-recourse Exclusions, other customary exceptions for fraud, misapplication of funds, environmental indemnities, violation of "special purpose entity" covenants, and other similar exceptions to recourse liability, until a claim is made with respect thereto, and then shall be included only to the extent of the amount of such claim), including liability of a general partner in respect of liabilities of a partnership in which it is a general partner which would constitute "Indebtedness" hereunder, any obligation to supply funds to or in any manner to invest directly or indirectly in a Person, to maintain working capital or equity capital of a Person or otherwise to maintain net worth, solvency or other financial condition of a Person, to purchase indebtedness, or to assure the owner of indebtedness against loss, including, without limitation, through an agreement to purchase property, securities, goods, supplies or services for the purpose of enabling the debtor to make payment of the indebtedness held by such owner or otherwise; (j) all Indebtedness of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property or assets owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness or other payment obligation; and (k) such Person's pro rata share of the Indebtedness (based upon its Equity Percentage in such Unconsolidated Affiliates) of any Unconsolidated Affiliate of such Person.

Indemnified Taxes. (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower or any Guarantor under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

Information Materials. See §7.4.

Insolvency Event. With respect to a specified Person, (a) the filing of a decree or order for relief by a court having jurisdiction in respect of such Person or any substantial part of its property in an involuntary case under any applicable Insolvency Law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or ordering the winding-up or liquidation of such Person's affairs, and such decree or order shall remain unstayed and in effect for a period of sixty (60) consecutive days; or (b) the commencement by such Person of a voluntary case under any applicable Insolvency Law now or hereafter in effect, or the consent by such Person to the entry of an order for relief in an involuntary case under any such law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or the making by such Person of any general assignment for the benefit of creditors, or the failure by such Person generally to pay its debts as such debts become due, or the taking of action by such Person in furtherance of any of the foregoing.

Insolvency Laws. The Bankruptcy Code and all other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, suspension of payments, or similar debtor relief laws from time to time in effect affecting the rights of creditors generally.

Interest Expense. For any period, without duplication, (a) total interest expense incurred (both expensed and capitalized) of the Borrower, the Guarantors and their respective Subsidiaries on funded debt, including the portion of rents payable under a Capitalized Lease allocable to interest expense in accordance with GAAP (but excluding capitalized interest funded under a construction loan interest reserve account), determined on a consolidated basis in accordance with GAAP for such period, plus (b) the Borrower's, the Guarantors' and their respective Subsidiaries' Equity Percentage of Interest Expense of their Unconsolidated Affiliates for such period. Interest Expense shall not include Preferred Distributions or interest on Trust Preferred Equity.

Interest Payment Date. As to each Base Rate Loan and each LIBOR Rate Loan, the first (1<sup>st</sup>) day of each calendar month during the term of such Loan.

Interest Period. With respect to each LIBOR Rate Loan (a) initially, the period commencing on the Drawdown Date of such LIBOR Rate Loan and ending one, two or three months thereafter, and (b) thereafter, each period commencing on the day following the last day of the next preceding Interest Period applicable to such Loan and ending on the last day of one of the periods set forth above, as selected by the Borrower in a Loan Request or Conversion/Continuation Request; provided that all of the foregoing provisions relating to Interest Periods are subject to the following:

- (i) if any Interest Period with respect to a LIBOR Rate Loan would otherwise end on a day that is not a LIBOR

Business Day, such Interest Period shall end on the next succeeding LIBOR Business Day, unless such next succeeding LIBOR Business Day occurs in the next calendar month, in which case such Interest Period shall end on the next preceding LIBOR Business Day, as determined conclusively (absent manifest error) by the Agent in accordance with the then current bank practice in London;

(ii) if the Borrower shall fail to give notice as provided in §4.1, the Borrower shall be deemed to have requested a continuation of the affected LIBOR Rate Loan as a LIBOR Rate Loan for the same Interest Period (unless such Interest Period shall be greater than the time remaining until the Revolving Credit Maturity Date or Term Loan Maturity Date, as applicable, in which case the Interest Period shall be the Interest Period closest to the time remaining, without exceeding the time to the Revolving Credit Maturity Date or Term Loan Maturity Date, as applicable) at the end of the applicable Interest Period);

(iii) any Interest Period pertaining to a LIBOR Rate Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the applicable calendar month; and

(iv) no Interest Period relating to any Revolving Credit LIBOR Rate Loan shall extend beyond the Revolving Credit Maturity Date, and no Interest Period relating to any Term LIBOR Rate Loan shall extend beyond the Term Loan Maturity Date.

Investment Grade Rating. A credit rating assigned to such Person's long-term senior unsecured non-credit enhanced debt of BBB- or better by S&P or Baa3 or better by Moody's. For the avoidance of doubt, any credit rating from Fitch shall not be deemed an Investment Grade Rating for purposes hereof, but such rating shall be used in the determination of the applicable Credit Rating and Credit Rating Level as set forth in the respective definitions thereof.

Investment Grade Tenant. (a) A tenant of any Real Estate with a long term senior unsecured debt rating of Baa3 or better as rated by Moody's or BBB- or better as rated by S&P (it being understood that in the event there is a discrepancy between the Moody's rating and the S&P rating, the highest of the ratings will be utilized), or (b) a tenant of any Real Estate that is a Subsidiary of an entity that meets such ratings requirement under clause (a) above provided that such entity has guaranteed all of such tenant's obligations under the applicable Lease (provided, however, that for purposes of determining the Capitalization Rate which is applicable hereunder to income arising under such Lease, if such entity has guaranteed a certain amount of such tenant's payment obligations under the Lease, then such Lease shall be deemed to have an Investment Grade Tenant with respect to that portion of tenant's payment obligations (and the income arising therefrom) which have been guaranteed by such entity).

Investments. With respect to any Person, all shares of capital stock, evidences of Indebtedness and other securities issued by any other Person and owned by such Person, all loans, advances, or extensions of credit to, or contributions to the capital of, any other Person, all purchases of the securities or business or integral part of the business of any other Person and commitments and options to make such purchases, all interests in real property, and all other investments; provided, however, that the term "Investment" shall not include (i) equipment, inventory and other tangible personal property acquired in the ordinary course of business, or (ii) current trade and customer accounts receivable for services rendered in the ordinary course of business and payable in accordance with customary trade terms. In determining the aggregate amount of Investments outstanding at any particular time: (a) there shall be included as an Investment all interest accrued with respect to Indebtedness constituting an Investment unless and until such interest is paid; (b) there shall be deducted in respect of each Investment any amount received as a return of capital; (c) there shall not be deducted in respect of any Investment any amounts received as earnings on such Investment, whether as dividends, interest or otherwise, except that accrued interest included as provided in the foregoing clause (a) may be deducted when paid; and (d) there shall not be deducted in respect of any Investment any decrease in the value thereof.

Issuing Lender. KeyBank, in its capacity as the Lender issuing the Letters of Credit and any successor thereto.

Joinder Agreement. The Joinder Agreement with respect to the Guaranty and the Contribution Agreement to be executed and delivered pursuant to §5.2 by any Additional Guarantor, such Joinder Agreement to be substantially in the form of Exhibit B hereto.

KeyBank. As defined in the preamble hereto.

Land Assets. Land with respect to which the commencement of grading, construction of improvements (other than improvements that are not material and are temporary in nature) or infrastructure has not yet commenced and for which no such work is reasonably scheduled to commence within the following twelve (12) months.

Leases. Leases, licenses and agreements, whether written or oral, relating to the use or occupation of space in any Building or of any Real Estate.

Lenders. KeyBank, the other lending institutions which are party hereto and any other Person which becomes an assignee of any rights of a Lender pursuant to §18 (but not including any participant as described in §18).

Letter of Credit. Any standby letter of credit issued at the request of the Borrower and for the account of the Borrower in accordance with §2.10.

Letter of Credit Liabilities. At any time and in respect of any Letter of Credit, the sum of (a) the maximum undrawn face amount of such Letter of Credit plus (b) the aggregate unpaid principal amount of all drawings made under such Letter of Credit which have not been repaid (including repayment by a Revolving Credit Loan). For purposes of this Agreement, a Revolving Credit Lender (other than the Revolving Credit Lender acting as the Issuing Lender) shall be deemed to hold a Letter of Credit Liability in an amount equal to its participation interest in the related Letter of Credit under §2.10, and the Revolving Credit Lender acting as the Issuing Lender shall be deemed to hold a Letter of Credit Liability in an amount equal to its retained interest in the related Letter of Credit after giving effect to the acquisition

by the Revolving Credit Lenders other than the Revolving Credit Lender acting as the Issuing Lender of their participation interests under such Section.

Letter of Credit Request. See §2.10(a).

LIBOR. For any LIBOR Rate Loan for any Interest Period, the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other Person which takes over the administration of that rate), or a comparable or successor rate which rate is approved by the Agent, as shown in Reuters Screen LIBOR01 Page (or any successor service, or if such Person no longer reports such rate as determined by Agent, by another commercially available source providing such quotations approved by Agent) at which deposits in U.S. dollars are offered by first class banks in the London Interbank Market at approximately 11:00 a.m. (London time) on the day that is two (2) LIBOR Business Days prior to the first day of such Interest Period with a maturity approximately equal to such Interest Period and in an amount approximately equal to the amount to which such Interest Period relates, adjusted for reserves and taxes if required by future regulations. If such service or such other Person approved by Agent described above no longer reports such rate and such rate is not otherwise ascertainable by adequate and reasonable methods or Agent determines in good faith that the rate so reported no longer accurately and fairly reflects the cost to Agent of making or maintaining LIBOR Rate Loans, Loans shall accrue interest at the Base Rate plus the Applicable Margin for such Loan. For any period during which a Reserve Percentage shall apply, LIBOR with respect to LIBOR Rate Loans shall be equal to the amount determined above divided by an amount equal to 1 minus the Reserve Percentage. In the event that LIBOR shall be less than zero, then for the purposes of this Agreement, LIBOR shall be deemed to be zero.

LIBOR Business Day. Any day on which commercial banks are open for international business (including dealings in Dollar deposits) in London, England.

LIBOR Lending Office. Initially, the office of each Lender designated as such on Schedule 1 hereto; thereafter, such other office of such Lender, if any, that shall be making or maintaining LIBOR Rate Loans.

LIBOR Rate Loans. Collectively, the Revolving Credit LIBOR Rate Loans and the Term LIBOR Rate Loans bearing interest calculated by reference to LIBOR.

Lien. See §8.2.

Loan Documents. This Agreement, the Notes, the Guaranty, the Letter of Credit Requests, the Joinder Agreements, the Agreement Regarding Fees and all other documents, instruments or agreements now or hereafter executed or delivered by or on behalf of the Borrower or any Guarantor in connection with the Loans.

Loan and Loans. An individual loan or the aggregate loans (including a Revolving Credit Loan (or Revolving Credit Loans) and a Term Loan (or Term Loans)), as the case may be, in the maximum principal amount of the Total Commitment (subject to increase as provided in §2.11) to be made by the Lenders hereunder as more particularly described in §2. All Loans shall be made in Dollars. Amounts drawn under a Letter of Credit shall also be considered Revolving Credit Loans as provided in §2.10(f).

Loan Request. See §2.7.

Management Agreements. Agreements, whether written or oral, providing for the property management of the Subject Properties or any of them. The term "Management Agreements" shall specifically exclude any agreements of Gladstone Management Corporation ("GMC"), Gladstone Administration, LLC ("GA") and Gladstone Securities, LLC ("GS"), including without limitation, the Second Amended and Restated Investment Advisory Agreement, dated July 24, 2015, by and between Parent and GMC, the Administration Agreement, dated January 1, 2007, by and between Parent and GA, the Dealer Manager Agreement, dated March 25, 2011, executed by Parent and GS, and the Engagement Letter, executed June 18, 2013 and effective June 10, 2013, between Parent and GS.

Mandatorily Redeemable Stock. With respect to any Person, any Equity Interest of such Person which by the terms of such Equity Interest (or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable), upon the happening of any event or otherwise (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise (other than an Equity Interest to the extent redeemable in exchange for common stock or other equivalent common Equity Interests), (b) is convertible into or exchangeable or exercisable for Indebtedness or Mandatorily Redeemable Stock, or (c) is redeemable at the option of the holder thereof, in whole or in part (other than an Equity Interest which is redeemable solely in exchange for common stock or other equivalent common Equity Interests).

Material Adverse Effect. A material adverse effect on (a) the business, properties, assets, financial condition or results of operations of Parent, the Borrower and their respective Subsidiaries, taken as a whole; (b) the ability of Borrower or any Guarantor to perform any of its obligations under the Loan Documents; (c) the validity or enforceability of any of the Loan Documents; or (d) the rights or remedies of Agent or the Lenders under the Loan Documents.

Material Acquisition. The acquisition of an asset (or portfolio of assets) by Borrower or any of its Subsidiaries in a single transaction or a series of related transactions with an aggregate gross purchase price equal to or greater than ten percent (10%) of the Consolidated Total Asset Value determined as of the last day of the fiscal quarter most recently ended prior to the date such acquisition is consummated.

Material Subsidiary. Any existing or future direct and indirect Subsidiary of the Parent that is a primary obligor under, a guarantor of, or otherwise liable with respect to, any Recourse Indebtedness of Parent or any of its Subsidiaries (but only for so long as such obligations or guaranties are in effect) and which is not an Excluded Subsidiary.

Maturity Date. Either the Revolving Credit Maturity Date or the Term Loan Maturity Date, as the context may require.

Mezzanine Loan. A loan that is secured by a first priority pledge of the equity interests in a special purpose, bankruptcy remote person or other entity which owns, directly or through one or more special purpose, bankruptcy remote entities or other entity, one or more income-producing office, industrial, manufacturing, retail, distribution, medical/healthcare, data center or flex properties which is being paid on a current basis to the extent due and payable and performing in accordance with its terms, which properties are subject to Mortgage Receivable.

Moody's. Moody's Investor Service, Inc., and any successor thereto.

Mortgage Receivable. A mortgage loan on one or more income-producing office, industrial, manufacturing, retail, distribution, medical/healthcare, data center or flex properties which is being paid on a current basis and performing in accordance with its terms, which Mortgage Receivable includes, without limitation, the indebtedness evidenced by a note and secured by a related first mortgage.

Multiemployer Plan. Any multiemployer plan within the meaning of §3(37) of ERISA maintained or contributed to by the Borrower or any ERISA Affiliate.

Net Income (or Loss). With respect to any Person (or any asset of any Person) for any period, the net income (or loss) of such Person (or attributable to such asset), determined in accordance with GAAP.

Net Offering Proceeds. The gross cash proceeds received by Parent, the Borrower or any of its Subsidiaries as a result of an Equity Offering after the date of this Agreement less the customary and reasonable costs, expenses and discounts paid by Parent, Borrower or such Subsidiary in connection therewith.

Net Rentable Area. With respect to (a) any Real Estate other than a data center property, the floor area of any buildings, structures or other improvements available for leasing to tenants and (b) any Real Estate that is a data center property, the megawatts of critical load power available for use by tenants, in each case determined in accordance with the Rent Roll for such Real Estate, the manner of such determination to be reasonably consistent for all Real Estate of the same type unless otherwise approved by the Agent.

Non-Consenting Lender. See §18.9.

Non-Defaulting Lender. At any time, any Lender that is not a Defaulting Lender at such time.

Non-Recourse Exclusions. With respect to any Non-Recourse Indebtedness of any Person, any usual and customary exclusions from the non-recourse limitations governing such Indebtedness, including, without limitation, exclusions for claims that (i) are based on fraud, intentional misrepresentation, misapplication of funds, gross negligence or willful misconduct, (ii) result from intentional mismanagement of or waste at the Real Property securing such Non-Recourse Indebtedness, (iii) arise from the presence of Hazardous Substances on the Real Property securing such Non-Recourse Indebtedness; (iv) are the result of any unpaid real estate taxes and assessments (whether contained in a loan agreement, promissory note, indemnity agreement or other document); or (v) result from the borrowing Subsidiary and/or its assets becoming the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding.

Non-Recourse Indebtedness. With respect to a Person, (a) Indebtedness in respect of which recourse for payment (except for Non-Recourse Exclusions until a claim is made with respect thereto, and then such Indebtedness shall not constitute Non-Recourse Indebtedness only to the extent of the amount of such claim) is contractually limited to specific assets of such Person encumbered by a Lien securing such Indebtedness or (b) if such Person is a Single Asset Entity, any Indebtedness of such Person. A loan secured by multiple properties owned by Single Asset Entities shall be considered Non-Recourse Indebtedness of such Single Asset Entities even if such Indebtedness is cross-defaulted and cross-collateralized with the loans to such other Single Asset Entities.

Notes. Collectively, the Revolving Credit Notes and the Term Loan Notes.

Notice. See §19.

Obligations. All indebtedness, obligations and liabilities of the Borrower or any Guarantor to any of the Lenders or the Agent, individually or collectively, under this Agreement or any of the other Loan Documents or in respect of any of the Loans, the Notes or the Letters of Credit, or other instruments at any time evidencing any of the foregoing, whether existing on the date of this Agreement or arising or incurred hereafter, or whether arising before or after any bankruptcy or insolvency proceeding, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise.

OFAC. Office of Foreign Asset Control of the Department of the Treasury of the United States of America, or any successor thereto carrying out similar functions.

Off-Balance Sheet Obligations. Liabilities and obligations of Parent or any of its Subsidiaries or any other Person in respect of "off-balance sheet arrangements" (as defined in Item 303(a)(4)(ii) of Regulation S-K promulgated under the Securities Act) which Parent would be required to disclose in the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section of Parent's report on Form 10-Q or Form 10-K (or their equivalents) which Parent is required to file with the SEC or would be required to file if it were subject to the jurisdiction of the SEC (or any Governmental Authority substituted therefor).

Original Credit Agreement. As defined in the Recitals.

Other Connection Taxes. With respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other

transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

Other Taxes. All present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to §4.15 or §18.9).

Outstanding. With respect to the Loans, the aggregate unpaid principal thereof as of any date of determination. With respect to Letters of Credit, the aggregate undrawn face amount of issued Letters of Credit.

Parent. As defined in the preamble hereto.

Participant Register. See §18.4.

Patriot Act. The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as the same may be amended from time to time, and corresponding provisions of future laws.

PBGC. The Pension Benefit Guaranty Corporation created by §4002 of ERISA and any successor entity or entities having similar responsibilities.

Permitted Liens. Liens, security interests and other encumbrances permitted by §8.2.

Person. Any individual, corporation, limited liability company, partnership, trust, unincorporated association, business, or other legal entity, and any government or any governmental agency or political subdivision thereof.

Plan Assets. Assets of any employee benefit plan subject to Part 4, Subtitle B, Title I of ERISA.

Preferred Distributions. For any period and without duplication, all Distributions paid, declared but not yet paid or otherwise due and payable during such period on Preferred Securities issued by Parent, the Borrower or any of its Subsidiaries. Preferred Distributions shall not include dividends or distributions (a) paid or payable solely in Equity Interests of identical class payable to holders of such class of Equity Interests; (b) paid or payable to the Borrower or any of its Subsidiaries; or (c) constituting or resulting in the redemption of Preferred Securities, other than scheduled redemptions not constituting balloon, bullet or similar redemptions in full.

Preferred Securities. With respect to any Person, Equity Interests in such Person, which are entitled to preference or priority over any other Equity Interest in such Person in respect of the payment of dividends or distribution of assets upon liquidation, or both. Preferred Securities shall include any Trust Preferred Equity but shall exclude any Senior Common Stock.

Pricing Level. Such term shall have the meaning established within the definition of Applicable Margin.

Pro Forma Net Operating Income. The pro forma net operating income for Brookwood Parkway, based on the good faith estimate of the Borrower and reasonably approved by the Agent, such estimation to be based on the rents and other revenues payable pursuant to the terms of the Brookwood Lease and historical or (to the extent based on the good faith estimate of the Borrower and reasonably approved by the Agent) anticipated operating expenses of Brookwood Parkway.

Public Lender. See §7.4.

Rating Agencies. Fitch, Moody's and S&P.

Real Estate. All real property at any time owned or leased (as lessee or sublessee) by the Borrower, any Guarantor or any of their respective Subsidiaries, including, without limitation, the Subject Properties.

Recipient. The Agent, any Lender and the Issuing Lender, as applicable.

Record. The grid attached to any Note, or the continuation of such grid, or any other similar record, including computer records, maintained by the Agent with respect to any Loan referred to in such Note.

Recourse Indebtedness. As of any date of determination, any Indebtedness (whether secured or unsecured) which is recourse to Borrower or Parent. Recourse Indebtedness shall not include Non-Recourse Indebtedness.

Register. See §18.2.

REIT Status. With respect to Parent, its status as a real estate investment trust as defined in §856(a) of the Code.

Release. See §6.20(c)(iv).

Rent Commencement. May 19, 2017.

Rent Roll. A report prepared by the Borrower showing for each Subject Property owned or leased by Borrower or an Unencumbered Property Subsidiary, its occupancy, lease expiration dates, lease rent and other information as presented to Agent prior to the date hereof and updated by Borrower from time to time.

Required Lenders. As of any date, the Lender or Lenders whose aggregate Commitment Percentage is equal to or greater than sixty-six and 7/10 percent (66.7%) of the Total Commitment; provided that in determining said percentage at any given time, all then existing Defaulting Lenders will be disregarded and excluded and the Commitment Percentages of the Lenders shall be redetermined for voting purposes only to exclude the Commitment Percentages of such Defaulting Lenders.

Required Revolving Credit Lenders. As of any date, any Revolving Credit Lender or Revolving Credit Lenders whose aggregate Revolving Credit Commitment Percentage is equal to or greater than sixty-six and 7/10 percent (66.7%) of the Total Revolving Credit Commitment; provided that in determining said percentage at any given time, all the existing Revolving Credit Lenders that are Defaulting Lenders will be disregarded and excluded and the Revolving Credit Commitment Percentages of the Revolving Credit Lenders shall be redetermined for voting purposes only to exclude the Revolving Credit Commitment Percentages of such Defaulting Lenders.

Required Term Loan Lenders. As of any date, any Term Loan Lender or Term Loan Lenders whose aggregate Term Loan Commitment Percentage is equal to or greater than sixty-six and 7/10 percent (66.7%) of the Total Term Loan Commitment; provided that in determining said percentage at any given time, all the existing Term Loan Lenders that are Defaulting Lenders will be disregarded and excluded and the Term Loan Commitment Percentages of the Term Loan Lenders shall be redetermined for voting purposes only to exclude the Term Loan Commitment Percentages of such Defaulting Lenders.

Reserve Percentage. For any Interest Period, that percentage which is specified three (3) Business Days before the first day of such Interest Period by the Board of Governors of the Federal Reserve System (or any successor) or any other Governmental Authority with jurisdiction over Agent or any Lender for determining the maximum reserve requirement (including, but not limited to, any marginal reserve requirement) for Agent or any Lender with respect to liabilities constituting or including (among other liabilities) Eurocurrency liabilities in an amount equal to that portion of the Loan affected by such Interest Period and with a maturity equal to such Interest Period.

Revolving Credit Base Rate Loans. Revolving Credit Loans bearing interest calculated by reference to the Base Rate.

Revolving Credit Commitment. With respect to each Revolving Credit Lender, the amount set forth on Schedule 1.1 hereto as the amount of such Revolving Credit Lender's Revolving Credit Commitment to make or maintain Revolving Credit Loans to the Borrower and to participate in Letters of Credit for the account of the Borrower, as the same may be changed from time to time in accordance with the terms of this Agreement.

Revolving Credit Commitment Percentage. With respect to each Revolving Credit Lender, the percentage set forth on Schedule 1.1 hereto as such Revolving Credit Lender's percentage of the Total Revolving Credit Commitment, as the same may be changed from time to time in accordance with the terms of this Agreement; provided that if the Revolving Credit Commitments of the Revolving Credit Lenders have been terminated as provided in this Agreement, then the Revolving Credit Commitment Percentage of each Revolving Credit Lender shall be determined based on the Revolving Credit Commitment Percentage of such Revolving Credit Lender immediately prior to such termination and after giving effect to any subsequent assignments made pursuant to the terms hereof.

Revolving Credit Lenders. Collectively, the Lenders which have a Revolving Credit Commitment, the initial Revolving Credit Lenders being identified on Schedule 1.1 hereto.

Revolving Credit LIBOR Rate Loans. Revolving Credit Loans bearing interest calculated by reference to LIBOR.

Revolving Credit Loan and Revolving Credit Loans. An individual Revolving Credit Loan or the aggregate Revolving Credit Loans, as the case may be, in the maximum principal amount of the Total Revolving Credit Commitment to be made by the Revolving Lenders hereunder as more particularly described in §2.1. Without limiting the foregoing, Revolving Credit Loans shall also include Revolving Credit Loans made pursuant to §2.10(f).

Revolving Credit Maturity Date. October 27, 2021, as such date may be extended as provided in §2.12, or such earlier date on which the Revolving Credit Loans shall become due and payable pursuant to the terms hereof.

Revolving Credit Note or Notes. See §2.1(b).

Sale/Leaseback. See §8.5.

Sale/Leaseback Amount. See §8.5.

SEC. The federal Securities and Exchange Commission.

Second Lien Mortgage Receivables. A mortgage loan on one or more income-producing office, industrial, manufacturing, retail, distribution, medical/healthcare, data center or flex properties which is being paid on a current basis to the extent due and payable and performing in accordance with its terms, which Second Lien Mortgage Receivable includes, without limitation, the indebtedness evidenced by a note and secured by a related second mortgage.

Secured Debt. With respect to any Person as of any date of determination, the aggregate principal amount of all Indebtedness of such Person on a Consolidated basis outstanding at such date and that is secured in any manner by any Lien (including, without limitation, Equity Pledge Secured Debt), and in the case of the Borrower, shall include (without duplication), the Borrower's Equity Percentage of the Secured Debt of its Unconsolidated Affiliates. Notwithstanding the foregoing, the Obligations shall not be deemed Secured Debt.

Senior Common Stock. The common equity of the Parent either issued through a Regulation D offering or registered with the SEC but

not traded on an exchange. Senior Common Stock and its dividends shall be treated as common stock for purposes of all compliance calculations.

Single Asset Entity. A bankruptcy remote, single purpose entity which is a Subsidiary of Borrower and which is not an Unencumbered Property Subsidiary (or a Subsidiary which owns, directly or indirectly, any Equity Interests in such Unencumbered Property Subsidiary) which owns real property and related assets which are security for Indebtedness of such entity, and which Indebtedness does not constitute Indebtedness of any other Person except as provided in the definition of Non-Recourse Indebtedness (except for Non-Recourse Exclusions).

Sanctions Laws and Regulations. Any applicable sanctions, prohibitions or requirements imposed by any applicable executive order or by any applicable sanctions program administered by OFAC, the United States Department of State, the Office of the United States Treasury, the United Nations Security Council, the European Union or Her Majesty's Treasury.

S&P. S&P Global Inc., and any successor thereto.

Securities Act. The Securities Act of 1933, as amended from time to time, together with all rules and regulations issued thereunder.

State. A state or commonwealth of the United States of America and the District of Columbia.

Subject Property or Subject Properties. The Eligible Real Estate owned or leased pursuant to a ground lease reasonably approved by the Agent by an Unencumbered Property Subsidiary which is included in the calculation of the Unencumbered Asset Value.

Subsidiary. For any Person, any corporation, partnership, limited liability company or other entity of which at least a majority of the securities or other ownership interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or other persons performing similar functions of such corporation, partnership, limited liability company or other entity (without regard to the occurrence of any contingency) is at the time directly or indirectly owned or controlled by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person, and shall include all Persons the accounts of which are consolidated with those of such Person pursuant to GAAP.

Subsidiary Guarantors. Each party to the Guaranty as of the date of this Agreement (other than Parent), and each Additional Guarantor.

Surge Period. A period consisting of the first two (2) complete fiscal quarters immediately following the satisfaction of the Surge Period Conditions.

Surge Period Conditions. The commencement of a Surge Period shall be subject to the satisfaction of the following conditions precedent:

(i) Borrower shall have consummated a Material Acquisition in the fiscal quarter ending immediately prior to the commencement of the Surge Period;

(ii) At least ten (10) Business Days' prior to the commencement of the Surge Period, Borrower shall have provided Agent with written notice thereof;

(iii) No more than one (1) other Surge Period shall have existed prior to the commencement of the Surge Period (it being understood that a maximum of two (2) Surge Periods shall be permitted hereunder between the Closing Date and the Term Loan Maturity Date);

(iv) No Default or Event of Default shall have occurred and be continuing prior to the commencement of a Surge Period, nor shall a Default or Event of Default result from the commencement thereof; and

(v) Prior to the commencement of a Surge Period, Borrower shall have delivered to Agent a pro forma Compliance Certificate and Unencumbered Asset Certificate demonstrating compliance with the covenants described therein (giving effect to any adjustments to such covenants applicable during a Surge Period) as of the most recent fiscal quarter then ended.

Taxes. All present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

Term Base Rate Loan. The Term Loans bearing interest by reference to the Base Rate.

Term LIBOR Rate Loans. The Term Loans bearing interest by reference to LIBOR.

Term Loan and Term Loans. An individual Term Loan or the aggregate Term Loans, as the case may be, in the maximum principal amount of the Total Term Loan Commitment made by the Term Loan Lenders hereunder.

Term Loan Commitment. As to each Term Loan Lender, the amount equal to such Term Loan Lender's Term Loan Commitment Percentage of the aggregate principal amount of the Term Loans from time to time outstanding to the Borrower.

Term Loan Commitment Percentage. With respect to each Term Loan Lender, the percentage set forth on Schedule 1.1 hereto as such Term Loan Lender's percentage of the aggregate Term Loans to Borrower, as the same may be changed from time to time in accordance with the terms of this Agreement.

Term Loan Lenders. Collectively, the Lenders that have a Term Loan Commitment, the initial Term Loan Lenders being identified on

Schedule 1.1 hereto.

Term Loan Maturity Date. October 27, 2022, or such earlier date on which the Term Loans shall become due and payable pursuant to the terms hereof.

Term Loan Note or Notes. See §2.2.

Titled Agents. The Arranger, the Documentation Agent and any syndication agent.

Total Commitment. The sum of the Commitments of the Lenders, as in effect from time to time. As of the date of this Agreement, the Total Commitment is \$160,000,000.00, and is subject to increase as provided in §2.11.

Total Revolving Credit Commitment. The sum of the Revolving Credit Commitments of the Revolving Credit Lenders, as in effect from time to time. As of the date of this Agreement, the Total Revolving Credit Commitment is Eighty-Five Million and No/100 Dollars (\$85,000,000.00). The Total Revolving Credit Commitment may increase in accordance with §2.11.

Total Term Loan Commitment. The sum of the Term Loan Commitments of the Term Loan Lenders, as in effect from time to time. As of the date of this Agreement, the Total Term Loan Commitment is Seventy-Five Million and No/100 Dollars (\$75,000,000.00). The Total Term Loan Commitment may increase in accordance with §2.11.

Trust. GCLP Business Trust II, a Massachusetts business trust.

Trust Preferred Equity. Any Indebtedness of the Borrower, the Parent and any of their Subsidiaries which (i) has an original maturity of not less than thirty (30) years, (ii) is not puttable to any of the Borrower, the Parent and any of their Subsidiaries, (iii) is non-amortizing and provides for payment of interest only not more often than quarterly, (iv) imposes no financial covenants on Borrower, Parent or their respective Subsidiaries, and (v) is subordinated to the Loan Documents and the Obligations of the Borrower and the Guarantors thereunder on such terms as are reasonably acceptable to the Agent.

Type. As to any Loan, its nature as a Base Rate Loan or a LIBOR Rate Loan.

Unconsolidated Affiliate. In respect of any Person, any other Person in whom such Person holds an Investment, (a) which Investment is accounted for in the financial statements of such Person on an equity basis of accounting and whose financial results would not be consolidated under GAAP with the financial results of such first Person on the consolidated financial statements of such first Person, or (b) which is not a Subsidiary of such first Person.

Unencumbered Asset Availability. As of any date of determination, the Unencumbered Asset Availability shall be the maximum amount of Revolving Credit Loans, Term Loans and Letter of Credit Liabilities which, when added to all other Unsecured Debt of Parent and its Subsidiaries, would not cause a violation of the covenants set forth in §9.2, §9.3 and §9.4.

Unencumbered Asset Value. As of any date of determination, the Unencumbered Asset Value shall be, without duplication, the sum of (a) (i) the Unencumbered Net Operating Income (excluding Subject Properties with negative Net Operating Incomes, Subject Properties acquired during the trailing twelve (12) months and Subject Properties disposed of during the fiscal quarter most recently ending) for the Calculation Period, annualized as applicable, divided by (ii) the applicable Capitalization Rate, plus (b) the acquisition cost of all Subject Properties acquired during the trailing twelve (12) month period determined in accordance with GAAP.

Unencumbered Debt Service Coverage Ratio. As of any date of determination, the ratio of Unencumbered Net Operating Income for the Calculation Period, annualized as applicable, divided by the Implied Unsecured Debt Service.

Unencumbered Debt Yield Ratio. As of any date of determination, the ratio (expressed as a percentage) of (a) Unencumbered Net Operating Income for the Calculation Period, annualized as applicable, to (b) Consolidated Total Unsecured Debt. For purposes of the calculation of the Unencumbered Debt Yield Ratio, when calculating Unencumbered Net Operating Income for any Real Estate not owned and operated by a Subsidiary for a full fiscal quarter, the Unencumbered Net Operating Income attributable to such Real Estate shall be calculated using the sum of (i) the actual historical results for the period that the Real Estate was owned and operated by the Subsidiary plus (ii) the proforma results, as reasonably approved by the Agent, for the future period necessary to achieve a full fiscal quarter number.

Unencumbered Net Operating Income. For any Eligible Real Estate included in the calculation of the Unencumbered Asset Value and for a given period, an amount equal to the sum of (a) the rents and other revenues for such Real Estate for such period received in the ordinary course of business (excluding pre-paid rents and revenues and security deposits except to the extent applied in satisfaction of tenants' obligations for rent) minus (b) all expenses paid or accrued and related to the ownership, operation or maintenance of such Real Estate for such period, but specifically excluding, any property management fees, debt service charges, income taxes, depreciation, amortization and other non-cash expenses, minus (c) the greater of (i) actual property management expenses of such Real Estate or (ii) an amount equal to two percent (2.0%) of the gross revenues from such Real Estate. Unencumbered Net Operating Income shall be adjusted to remove any impact from straight-line rent leveling adjustments required under GAAP. For purposes of calculating Unencumbered Net Operating Income attributable to Brookwood Parkway upon Rent Commencement, such Unencumbered Net Operating Income shall be calculated as follows provided the Brookwood Lease is in full force and effect and no default exists under such Lease such that the Brookwood Landlord or Brookwood Tenant may exercise any right of termination thereunder: (i) at the end of the first fiscal quarter immediately following Rent Commencement by adding actual historical results for such Subject Property for such fiscal quarter and Pro Forma Net Operating Income for the immediately following three (3) fiscal quarters, (ii) at the end of the second fiscal quarter immediately following Rent Commencement by adding actual historical results for such Subject Property for such two fiscal quarters and Pro Forma Net Operating Income for the immediately following

two (2) fiscal quarters, (iii) at the end of the third fiscal quarter immediately following Rent Commencement by adding actual historical results for such Subject Property for such three fiscal quarters and Pro Forma Net Operating Income for the immediately following one (1) fiscal quarter and (iv) at the end of the fourth fiscal quarter immediately following Rent Commencement and thereafter by using actual historical results for such Subject Property for the prior four fiscal quarters most recently ended. For the avoidance of doubt, upon Rent Commencement, Unencumbered Net Operating Income attributable to Brookwood Parkway shall be calculated without regard to Unencumbered Net Operating Income for such Subject Property prior to Rent Commencement.

Unencumbered Property Subsidiary. A Wholly Owned Subsidiary of Borrower that owns or, pursuant to a Ground Lease, leases a Subject Property.

Unrestricted Cash and Cash Equivalents. As of any date of determination, the sum of (a) the aggregate amount of Unrestricted cash and (b) the aggregate amount of Unrestricted Cash Equivalents (valued at fair market value). As used in this definition, “Unrestricted” means the specified asset is not subject to any escrow, reserves or Liens or claims of any kind in favor of any Person (other than customary rights of depository institutions in the ordinary course of business with respect to bank accounts).

Unsecured Debt. With respect to any Person as of any date of determination, Indebtedness of such Person which is not Secured Debt, and in the case of the Borrower, shall include (without duplication), the Borrower’s Equity Percentage of the Unsecured Debt of its Unconsolidated Affiliates.

Unused Fee. See §2.3(a).

Unused Fee Percentage. With respect to any day during a calendar quarter while the leverage-based pricing grid set forth in clause (a) of the definition of “Applicable Margin” is in effect, (i) 0.15% per annum, if the sum of the Revolving Credit Loans and Letter of Credit Liabilities outstanding on such day is equal to or greater than 50% of the Total Revolving Credit Commitment, or (ii) 0.25% per annum if the sum of the Revolving Credit Loans and Letter of Credit Liabilities outstanding on such day is less than 50% of the Total Revolving Credit Commitment.

U.S. Person. Any Person that is a “United States Person” as defined in Section 7701(a)(30) of the Code.

U.S. Tax Compliance Certificate. See §4.4(g)(ii)(B)(III).

Variable Rate Debt. Indebtedness that is payable by reference to a rate of interest that may vary, float or change during the term of such Indebtedness (that is, a rate of interest that is not fixed (whether by its terms or by way of a hedge arrangement) for the entire term of such Indebtedness).

Wholly Owned Subsidiary. As to a Person, any Subsidiary of such first Person that is directly or indirectly owned one hundred percent (100%) by such first Person.

Withholding Agent. The Parent, the Borrower, any other Guarantor and the Agent, as applicable.

Write-Down and Conversion Powers. with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

## §1.2 Rules of Interpretation.

(a) A reference to any document or agreement shall include such document or agreement as amended, modified or supplemented from time to time in accordance with its terms and the terms of this Agreement.

(b) The singular includes the plural and the plural includes the singular.

(c) A reference to any law includes any amendment or modification of such law.

(d) A reference to any Person includes its permitted successors and permitted assigns.

(e) Accounting terms not otherwise defined herein have the meanings assigned to them by GAAP applied on a consistent basis by the accounting entity to which they refer.

(f) The words “include”, “includes” and “including” are not limiting.

(g) The words “approval” and “approved”, as the context requires, means an approval in writing given to the party seeking approval after full and fair disclosure to the party giving approval of all material facts necessary in order to determine whether approval should be granted.

(h) All terms not specifically defined herein or by GAAP, which terms are defined in the Uniform Commercial Code as in effect in the State of New York, have the meanings assigned to them therein.

(i) Reference to a particular “§”, refers to that section of this Agreement unless otherwise indicated.

(j) The words “herein”, “hereof”, “hereunder” and words of like import shall refer to this Agreement as a whole and not to any

particular section or subdivision of this Agreement.

(k) In the event of Accounting Change which would affect the computation of any financial covenant, ratio or other requirement set forth in any Loan Document, then upon the request of Borrower or Agent, the Borrower, the Guarantors, the Agent and the Lenders shall negotiate promptly, diligently and in good faith in order to amend the provisions of the Loan Documents such that such financial covenant, ratio or other requirement shall continue to provide substantially the same financial tests or restrictions of the Borrower and the Guarantors as in effect prior to such Accounting Change, as determined by the Required Lenders in their good faith judgment. Until such time as such amendment shall have been executed and delivered by the Borrower, Guarantors, the Agent and the Required Lenders, such financial covenants, ratio and other requirements, and all financial statements and other documents required to be delivered under the Loan Documents, shall be calculated and reported as if such Accounting Change had not occurred. For purposes of this clause (k), "Accounting Change" shall mean any change in generally accepted accounting principles after the date hereof, including any change in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC, or any other change in accounting procedures pursuant to §7.3.

(l) Notwithstanding any other provision contained herein, any lease that is treated as an operating lease for purposes of GAAP as of the date hereof shall continue to be treated as an operating lease (and any future lease, if it were in effect on the date hereof, that would be treated as an operating lease for purposes of GAAP as of the date hereof shall be treated as an operating lease), in each case, for purposes of this Agreement, notwithstanding any actual or proposed change in GAAP after the date hereof.

## §2. THE CREDIT FACILITY.

### §2.1 Revolving Credit Loans.

(a) Subject to the terms and conditions set forth in this Agreement, each of the Revolving Credit Lenders severally agrees to lend to the Borrower, and the Borrower may borrow (and repay and reborrow) from time to time between the Closing Date and the Revolving Credit Maturity Date upon notice by the Borrower to the Agent given in accordance with §2.7, such sums as are requested by the Borrower for the purposes set forth in §2.9 up to a maximum aggregate principal amount outstanding (after giving effect to all amounts requested) at any one time equal to the lesser of (i) such Lender's Revolving Credit Commitment and (ii) such Lender's Revolving Credit Commitment Percentage of the Unencumbered Asset Availability; provided, that, in all events no Default or Event of Default shall have occurred and be continuing; and provided, further, that the outstanding principal amount of the Revolving Credit Loans (after giving effect to all amounts requested) and Letter of Credit Liabilities shall not at any time exceed the Total Revolving Credit Commitment. The Revolving Credit Loans shall be made pro rata in accordance with each Revolving Credit Lender's Revolving Credit Commitment Percentage. Each request for a Revolving Credit Loan hereunder shall constitute a representation and warranty by the Borrower that all of the conditions required of Borrower set forth in §10 and §11 have been satisfied on the date of such request. The Agent may assume that the conditions in §10 and §11 have been satisfied unless it receives prior written notice from a Revolving Credit Lender that such conditions have not been satisfied. No Revolving Credit Lender shall have any obligation to make Revolving Credit Loans to Borrower or participate in Letter of Credit Liabilities in the maximum aggregate Outstanding amount of more than the lesser of the amount equal to its Revolving Credit Commitment Percentage of the Revolving Credit Commitments and the principal face amount of its Revolving Credit Note.

(b) The Revolving Credit Loans shall be evidenced by separate promissory notes of Borrower in substantially the form of Exhibit A-1 hereto (collectively, the "Revolving Credit Notes"), dated of even date with this Agreement (except as otherwise provided in §18.3) and completed with appropriate insertions. One Revolving Credit Note shall be payable to the order of each Revolving Credit Lender in the principal amount equal to such Revolving Credit Lender's Revolving Credit Commitment or, if less, the outstanding amount of all Revolving Credit Loans made by such Revolving Credit Lender, plus interest accrued thereon, as set forth below. The Borrower irrevocably authorizes Agent to make or cause to be made, at or about the time of the Drawdown Date of any Revolving Credit Loan or the time of receipt of any payment of principal thereof, an appropriate notation on Agent's Record reflecting the making of such Revolving Credit Loan or (as the case may be) the receipt of such payment. The outstanding amount of the Revolving Credit Loans set forth on Agent's Record shall be prima facie evidence of the principal amount thereof owing and unpaid to each Revolving Credit Lender (absent manifest error), but the failure to record, or any error in so recording, any such amount on Agent's Record shall not limit or otherwise affect the obligations of the Borrower hereunder or under any Revolving Credit Note to make payments of principal of or interest on any such Revolving Credit Note when due. Agent shall use commercially reasonable efforts to provide to the Borrower a monthly invoice for interest that has accrued on the Revolving Credit Notes, but the failure of Agent to provide the Borrower any such invoice shall not limit or otherwise affect the obligations of the Borrower hereunder or under any Revolving Credit Note to make payments of interest on any such Revolving Credit Note when due. By delivery of this Agreement and any Revolving Credit Note, there shall not be deemed to have occurred, and there has not otherwise occurred, any payment, satisfaction or novation of the Indebtedness evidenced by the Original Credit Agreement or the "Revolving Credit Notes" described in the Original Credit Agreement, which Indebtedness is instead allocated among the Revolving Credit Lenders as of the date hereof in accordance with their respective Revolving Credit Commitment Percentages, and is evidenced by this Agreement and any Revolving Credit Notes, and the Revolving Credit Lenders shall as of the date hereof make such adjustments to the outstanding Revolving Credit Loans of such Revolving Credit Lenders so that such outstanding Revolving Credit Loans are consistent with their respective Revolving Credit Commitment Percentages.

§2.2 Commitment to Lend Term Loan. Subject to the terms and conditions of this Agreement, each of the Term Loan Lenders severally agrees to lend to the Borrower on the Closing Date the lesser of (i) such Term Loan Lender's Term Loan Commitment and (ii) such Lender's Term Loan Commitment Percentage of the Unencumbered Asset Availability. The Term Loans shall be evidenced by separate promissory notes of the Borrower in substantially the form of Exhibit A-2 hereto, dated of even date with this Agreement (except as otherwise provided in §2.11(c) and §18.3) and completed with appropriate insertions (each, a "Term Loan Note" and collectively, the "Term Loan Notes"). One Term Loan Note shall be payable to the order of each Term Loan Lender in the principal amount equal to such Term Loan

Lender's Term Loan Commitment. In addition, any additional Term Loans made as a result of any increase in the Total Term Loan Commitment pursuant to §2.11 shall be made on the applicable Commitment Increase Date and each Term Loan Lender which elects to increase its or acquire a Term Loan Commitment pursuant to §2.11 severally and not jointly agrees to make a Term Loan to the Borrower on such Commitment Increase Date in an amount equal to the lesser of (a) with respect to any existing Term Loan Lender, the amount by which such Lender's Term Loan Commitment increases on the applicable Commitment Increase Date, and with respect to any new Term Loan Lender, the amount of such new Lender's Term Loan Commitment, and (b) such Lender's Term Loan Commitment Percentage of the Unencumbered Asset Availability. No Term Loan Lender shall have any obligation to make Term Loans to the Borrower in the maximum aggregate principal outstanding balance of more than the lesser of (x) the amount equal to its Term Loan Commitment Percentage of the Term Loan Commitments and (y) the principal face amount of its Term Loan Note. By delivery of this Agreement and any Term Loan Note, there shall not be deemed to have occurred, and there has not otherwise occurred, any payment, satisfaction or novation of the Indebtedness evidenced by the Original Credit Agreement or the "Term Loan Notes" described in the Original Credit Agreement, which Indebtedness is instead allocated among the Term Loan Lenders as of the date hereof in accordance with their respective Term Loan Commitment Percentages, and is evidenced by this Agreement and any Term Loan Notes, and the Term Loan Lenders shall as of the date hereof make such adjustments to the outstanding Term Loans of such Term Loan Lenders so that such outstanding Term Loans are consistent with their respective Term Loan Commitment Percentages.

§2.3 Unused Fee; Facility Fee.

(a) Subject to §2.3(b), the Borrower agrees to pay to the Agent for the account of the Revolving Credit Lenders (other than a Defaulting Lender for such period of time as such Revolving Credit Lender is a Defaulting Lender) in accordance with their respective Revolving Credit Commitment Percentages a facility unused fee (the "Unused Fee") calculated by multiplying the Unused Fee Percentage applicable to such day, calculated as a per diem rate, by the excess of the Total Revolving Credit Commitment over the outstanding principal amount of the Revolving Credit Loans and Letter of Credit Liabilities. The Unused Fee shall be payable quarterly in arrears on the first (1st) day of each calendar quarter for the immediately preceding calendar quarter or portion thereof, and on any earlier date on which the Revolving Credit Commitments shall be reduced or shall terminate as provided in §2.4, with a final payment on the Revolving Credit Maturity Date.

(b) From and after the date that Agent receives written notice that Borrower and/or Parent has first obtained an Investment Grade Rating and that Borrower has irrevocably elected to have the Applicable Margin determined pursuant to subparagraph (b) of the definition of Applicable Margin, the Unused Fee shall no longer accrue (but any accrued Unused Fee shall be payable as provided in §2.3(a)), and from and thereafter, Borrower agrees to pay to the Agent for the account of the Lenders in accordance with their respective Revolving Credit Commitment Percentages a facility fee (the "Facility Fee") calculated at the rate per annum set forth below based upon the applicable Credit Rating Level on the Total Revolving Credit Commitment:

<b>Credit Rating Level</b>	<b>Facility Fee Rate</b>
Credit Rating Level 1	0.125%
Credit Rating Level 2	0.15%
Credit Rating Level 3	0.20%
Credit Rating Level 4	0.25%
Credit Rating Level 5	0.30%

The Facility Fee shall be calculated for each day and shall be payable quarterly in arrears on the first (1st) day of each fiscal quarter for the immediately preceding fiscal quarter or portion thereof, and on any earlier date on which the Revolving Credit Commitments shall be reduced or shall terminate as provided in §2.4, with a final payment on the Revolving Credit Maturity Date. The Facility Fee shall be determined by reference to the Credit Rating Level in effect from time to time; provided, however, that no change in the Facility Fee rate resulting from a change in the Credit Rating Level shall be effective until three (3) Business Days after the date on which the Agent receives written notice of a change.

§2.4 Reduction and Termination of the Revolving Credit Commitments. The Borrower shall have the right at any time and from time to time upon three (3) Business Days' prior written notice to the Agent to reduce by \$5,000,000.00 or an integral multiple of \$1,000,000.00 in excess thereof (provided that in no event shall the Total Revolving Credit Commitment be reduced in such manner to an amount less than \$40,000,000.00, other than in the case of a termination of the facility by the Borrower) or to terminate entirely the unborrowed portion of the Revolving Credit Commitments (provided that such termination would not result in the Revolving Credit Commitment being reduced to an amount less than \$40,000,000.00), whereupon the Revolving Credit Commitments of the Revolving Credit Lenders shall be reduced pro rata in accordance with their respective Revolving Credit Commitment Percentages of the amount specified in such notice or, as the case may be, terminated, any such termination or reduction to be without penalty except as otherwise set forth in §4.8; provided, however, that no such termination or reduction shall be permitted if, after giving effect thereto, the sum of Outstanding Revolving Credit Loans and the Letter of Credit Liabilities would exceed the Revolving Credit Commitments of the Revolving Credit Lenders as so terminated or reduced. Promptly after receiving any notice from the Borrower delivered pursuant to this §2.4, the Agent will notify the Revolving Credit Lenders of the substance thereof. Any reduction of the Revolving Credit Commitments to an amount less than \$50,000,000.00 shall also result in a

proportionate reduction (rounded to the next lowest integral multiple of \$100,000.00) in the maximum amount of Letters of Credit. Upon the effective date of any such reduction or termination, the Borrower shall pay to the Agent for the respective accounts of the Revolving Credit Lenders the full amount of any facility fee under §2.3 then accrued on the amount of the reduction. No reduction or termination of the Revolving Credit Commitments may be reinstated.

§2.5 [Intentionally omitted.]

§2.6 Interest on Loans.

(a) Each Revolving Credit Base Rate Loan shall bear interest for the period commencing with the Drawdown Date thereof and ending on the date on which such Base Rate Loan is repaid or converted to a LIBOR Rate Loan at the rate per annum equal to the sum of the Base Rate plus the Applicable Margin for Revolving Credit Base Rate Loans.

(b) Each Revolving Credit LIBOR Rate Loan shall bear interest for the period commencing with the Drawdown Date thereof and ending on the last day of each Interest Period with respect thereto at the rate per annum equal to the sum of LIBOR determined for such Interest Period plus the Applicable Margin for Revolving Credit LIBOR Rate Loans.

(c) Each Term Base Rate Loan shall bear interest for the period commencing with the Drawdown Date thereof and ending on the date on which such Term Base Rate Loan is repaid or is converted to a Term LIBOR Rate Loan at a rate per annum equal to the sum of the Base Rate plus the Applicable Margin for Term Base Rate Loans.

(d) Each Term LIBOR Rate Loan shall bear interest for the period commencing with the Drawdown Date thereof and ending on the last day of each Interest Period with respect thereto at the rate per annum equal to the sum of LIBOR determined for such Interest Period plus the Applicable Margin for Term LIBOR Rate Loans.

(e) The Borrower promises to pay interest on each Loan in arrears on each Interest Payment Date with respect thereto.

(f) Base Rate Loans and LIBOR Rate Loans may be converted to Loans of the other Type as provided in §4.1.

§2.7 Requests for Revolving Credit Loans. Except with respect to any Revolving Credit Loans outstanding as of the Closing Date, the Borrower shall give to the Agent written notice executed by an Authorized Officer in the form of Exhibit C hereto (or telephonic notice confirmed in writing in the form of Exhibit G hereto) of each Revolving Credit Loan requested hereunder (a "Loan Request") by 12:00 p.m. (Eastern Standard Time) one (1) Business Day prior to the proposed Drawdown Date with respect to Base Rate Loans and two (2) Business Days prior to the proposed Drawdown Date with respect to LIBOR Rate Loans. Each such notice shall specify with respect to the requested Revolving Credit Loan the proposed principal amount of such Revolving Credit Loan, the Type of Revolving Credit Loan, the initial Interest Period (if applicable) for such Revolving Credit Loan and the Drawdown Date. Each such notice shall also contain (i) a general statement as to the purpose for which such advance shall be used (which purpose shall be in accordance with the terms of §2.9) and (ii) a certification by the chief financial officer or controller of Parent that the Borrower, the Guarantors and each Unencumbered Property Subsidiary are and will be in compliance with all covenants under the Loan Documents after giving effect to the making of such Revolving Credit Loan. Promptly upon receipt of any such notice, the Agent shall notify each of the Revolving Credit Lenders thereof. Each such Loan Request shall be irrevocable and binding on the Borrower and shall obligate the Borrower to accept the Revolving Credit Loan requested from the Revolving Credit Lenders on the proposed Drawdown Date. Each Loan Request shall be (a) for a Revolving Credit Base Rate Loan in a minimum aggregate amount of \$500,000.00 or an integral multiple of \$100,000.00 in excess thereof; or (b) for a Revolving Credit LIBOR Rate Loan in a minimum aggregate amount of \$500,000.00 or an integral multiple of \$100,000.00 in excess thereof; provided, however, that there shall be no more than seven (7) LIBOR Rate Loans outstanding at any one time.

§2.8 Funds for Loans.

(a) Not later than 1:00 p.m. (Eastern Standard Time) on the proposed Drawdown Date of any Revolving Credit Loans or Term Loans, each of the Revolving Credit Lenders or Term Loan Lenders, as applicable, will make available to the Agent, at the Agent's Head Office, in immediately available funds, the amount of such Lender's Commitment Percentage of the amount of the requested Loans which may be disbursed pursuant to §2.1 or §2.2. Upon receipt from each Revolving Credit Lender or Term Loan Lender, as applicable, of such amount, and upon receipt of the documents required by §10 and §11 and the satisfaction of the other conditions set forth therein, to the extent applicable, the Agent will make available to the Borrower the aggregate amount of such Revolving Credit Loans or Term Loans made available to the Agent by the Revolving Credit Lenders or Term Loan Lenders, as applicable, by crediting such amount to the account of the Borrower maintained at the Agent's Head Office. The failure or refusal of any Revolving Credit Lender or Term Loan Lender to make available to the Agent at the aforesaid time and place on any Drawdown Date the amount of its Commitment Percentage of the requested Loans shall not relieve any other Revolving Credit Lender or Term Loan Lender from its several obligation hereunder to make available to the Agent the amount of such other Lender's Commitment Percentage of any requested Loans, including any additional Loans that may be requested subject to the terms and conditions hereof to provide funds to replace those not advanced by the Lender so failing or refusing. In the event of any such failure or refusal, the Lenders not so failing or refusing shall be entitled to a priority secured position as against the Lender or Lenders so failing or refusing to make available to the Borrower the amount of its or their Commitment Percentage for such Loans as provided in §12.5.

(b) Unless the Agent shall have been notified by any Lender prior to the applicable Drawdown Date of any Revolving Credit Loans or on the Closing Date or any Increase Date with respect to any Term Loans, that such Lender will not make available to Agent such Lender's Commitment Percentage of a proposed Loan, Agent may in its discretion assume that such Lender has made such Loan available to Agent in accordance with the provisions of this Agreement and the Agent may, if it chooses, in reliance upon such assumption make such Loan

available to the Borrower, and such Lender shall be liable to the Agent for the amount of such advance. If such Lender does not pay such corresponding amount upon the Agent's demand therefor, the Agent will promptly notify the Borrower, and the Borrower shall promptly pay such corresponding amount to the Agent. The Agent shall also be entitled to recover from the Lender or the Borrower, as the case may be, interest on such corresponding amount in respect of each day from the date such corresponding amount was made available by the Agent to the Borrower to the date such corresponding amount is recovered by the Agent at a per annum rate equal to (i) from the Borrower at the applicable rate for such Loan or (ii) from a Lender at the Federal Funds Effective Rate plus one percent (1%).

§2.9 Use of Proceeds. The Borrower will use the proceeds of the Loans and the Letters of Credit solely to (a) pay closing costs in connection with this Agreement; (b) to finance Borrower's direct and indirect investments in Real Estate and Mortgage Receivables; and (c) for general working capital purposes.

§2.10 Letters of Credit.

(a) Subject to the terms and conditions set forth in this Agreement, at any time and from time to time from the Closing Date through the day that is ninety (90) days prior to the Revolving Credit Maturity Date, the Issuing Lender shall issue such Letters of Credit as the Borrower may request upon the delivery of a written request in the form of Exhibit D hereto (a "Letter of Credit Request") to the Issuing Lender, provided that (i) no Default or Event of Default shall have occurred and be continuing, (ii) upon issuance of such Letter of Credit, the Letter of Credit Liabilities shall not exceed \$25,000,000.00 (subject to reduction as provided in §2.4), (iii) in no event shall the sum of (A) the Revolving Credit Loans Outstanding and (B) the amount of Letter of Credit Liabilities (after giving effect to all Letters of Credit requested) exceed the Total Revolving Credit Commitment, (iv) the conditions set forth in §§10 and 11 shall have been satisfied, (v) in no event shall any amount drawn under a Letter of Credit be available for reinstatement or a subsequent drawing under such Letter of Credit, and (vi) in no event shall the sum of (X) the Outstanding amount of the Revolving Credit Loans and the Term Loans and (Y) the amount of Letter of Credit Liabilities (after giving effect to all Letters of Credit requested) exceed the lesser of the Total Commitment or the Unencumbered Asset Availability. Notwithstanding anything to the contrary contained in this §2.10, the Issuing Lender shall not be obligated to issue, amend, extend, renew or increase any Letter of Credit at a time when any other Revolving Credit Lender is a Defaulting Lender, unless the Issuing Lender is satisfied that the participation therein will otherwise be fully allocated to the Revolving Credit Lenders that are Non-Defaulting Lenders consistent with §2.13(c) and the Defaulting Lender shall have no participation therein, except to the extent the Issuing Lender has entered into arrangements with the Borrower or such Defaulting Lender which are satisfactory to the Issuing Lender in its good faith determination to eliminate the Issuing Lender's Fronting Exposure with respect to any such Defaulting Lender, including the delivery of cash collateral. The Issuing Lender may assume that the conditions in §10 and §11 have been satisfied unless it receives written notice from a Revolving Credit Lender that such conditions have not been satisfied. Each Letter of Credit Request shall be executed by an Authorized Officer of Borrower. The Issuing Lender shall be entitled to conclusively rely on such Person's authority to request a Letter of Credit on behalf of Borrower. The Issuing Lender shall have no duty to verify the authenticity of any signature appearing on a Letter of Credit Request. The Borrower assumes all risks with respect to the use of the Letters of Credit. Unless the Issuing Lender and the Required Revolving Credit Lenders otherwise consent, the term of any Letter of Credit shall not exceed a period of time commencing on the issuance of the Letter of Credit and ending on the date which is thirty (30) days prior to the Revolving Credit Maturity Date, or to the Revolving Credit Maturity Date to the extent any such Letter of Credit has been cash collateralized in a manner reasonably satisfactory to the Agent and the Issuing Lender (but in any event the term shall not extend beyond the Revolving Credit Maturity Date). The amount available to be drawn under any Letter of Credit shall reduce on a dollar-for-dollar basis the amount available to be drawn under the Total Revolving Credit Commitment as a Revolving Credit Loan.

(b) Each Letter of Credit Request shall be submitted to the Issuing Lender at least five (5) Business Days (or such shorter period as the Issuing Lender may approve) prior to the date upon which the requested Letter of Credit is to be issued. Each such Letter of Credit Request shall contain (i) a statement as to the purpose for which such Letter of Credit shall be used (which purpose shall be in accordance with the terms of this Agreement), and (ii) a certification by the chief financial officer or controller of Parent that the Borrower, Guarantors and Unencumbered Property Subsidiaries are and will be in compliance with all covenants under the Loan Documents after giving effect to the issuance of such Letter of Credit. The Borrower shall further deliver to the Issuing Lender such additional applications (which application as of the date hereof is in the form of Exhibit H hereto) and documents as the Issuing Lender may reasonably require, in conformity with the then standard practices of its letter of credit department, in connection with the issuance of such Letter of Credit; provided that in the event of any conflict, the terms of this Agreement shall control.

(c) The Issuing Lender shall, subject to the conditions set forth in this Agreement, issue the Letter of Credit on or before five (5) Business Days following receipt of the documents last due pursuant to §2.10(b). Each Letter of Credit shall be in form and substance reasonably satisfactory to the Issuing Lender in its reasonable discretion.

(d) Upon the issuance of a Letter of Credit, each Revolving Credit Lender shall be deemed to have purchased a participation therein from Issuing Lender in an amount equal to its respective Revolving Credit Commitment Percentage of the amount of such Letter of Credit. No Revolving Credit Lender's obligation to participate in a Letter of Credit shall be affected by any other Revolving Credit Lender's failure to perform as required herein with respect to such Letter of Credit or any other Letter of Credit.

(e) Upon the issuance of each Letter of Credit, the Borrower shall pay to the Issuing Lender (i) for its own account, a Letter of Credit fee calculated at the rate of one-eighth of one percent (0.125%) per annum of the amount available to be drawn under such Letter of Credit (which fee shall not be less than \$1,500 in any event), and (ii) for the accounts of the Revolving Credit Lenders (including the Issuing Lender) in accordance with their respective percentage shares of participation in such Letter of Credit, a Letter of Credit fee calculated at the rate per annum equal to the Applicable Margin then applicable to Revolving Credit LIBOR Rate Loans on the amount available to be drawn under such Letter of Credit. Such fees shall be payable in quarterly installments in arrears with respect to each Letter of Credit on the first day of each calendar quarter following the date of issuance and continuing on each quarter or portion thereof thereafter, as applicable, or on any

earlier date on which the Revolving Credit Commitments shall terminate and on the expiration or return of any Letter of Credit. In addition, the Borrower shall pay to Issuing Lender for its own account within five (5) days of demand of Issuing Lender the standard issuance and documentation charges for Letters of Credit issued from time to time by Issuing Lender.

(f) In the event that any amount is drawn under a Letter of Credit by the beneficiary thereof, the Borrower shall reimburse the Issuing Lender by having such amount drawn treated as an outstanding Revolving Credit Base Rate Loan under this Agreement (Borrower being deemed to have requested a Revolving Credit Base Rate Loan on such date in an amount equal to the amount of such drawing and such amount drawn shall be treated as an outstanding Revolving Credit Base Rate Loan under this Agreement) and the Agent shall promptly notify each Revolving Credit Lender by telecopy, email, telephone (confirmed in writing) or other similar means of transmission, and each Revolving Credit Lender shall promptly and unconditionally pay to the Agent, for the Issuing Lender's own account, an amount equal to such Revolving Credit Lender's Revolving Credit Commitment Percentage of such Letter of Credit (to the extent of the amount drawn). If and to the extent any Revolving Credit Lender shall not make such amount available on the Business Day on which such draw is funded, such Revolving Credit Lender agrees to pay such amount to the Agent forthwith on demand, together with interest thereon, for each day from the date on which such draw was funded until the date on which such amount is paid to the Agent, at the Federal Funds Effective Rate until three (3) days after the date on which the Agent gives notice of such draw and at the Federal Funds Effective Rate plus one percent (1.0%) for each day thereafter. Further, such Revolving Credit Lender shall be deemed to have assigned any and all payments made of principal and interest on its Revolving Credit Loans, amounts due with respect to its participations in Letters of Credit and any other amounts due to it hereunder to the Agent to fund the amount of any drawn Letter of Credit which such Revolving Credit Lender was required to fund pursuant to this §2.10(f) until such amount has been funded (as a result of such assignment or otherwise). In the event of any such failure or refusal, the Revolving Credit Lenders not so failing or refusing shall be entitled to a priority secured position for such amounts as provided in §12.5. The failure of any Revolving Credit Lender to make funds available to the Agent in such amount shall not relieve any other Revolving Credit Lender of its obligation hereunder to make funds available to the Agent pursuant to this §2.10(f).

(g) If after the issuance of a Letter of Credit pursuant to §2.10(c) by the Issuing Lender, but prior to the funding of any portion thereof by a Revolving Credit Lender, for any reason a drawing under a Letter of Credit cannot be refinanced as a Revolving Credit Loan, each Revolving Credit Lender will, on the date such Revolving Credit Loan pursuant to §2.10(f) was to have been made, purchase an undivided participation interest in the Letter of Credit in an amount equal to its Revolving Credit Commitment Percentage of the amount of such Letter of Credit. Each Revolving Credit Lender will immediately transfer to the Issuing Lender in immediately available funds the amount of its participation and upon receipt thereof the Issuing Lender will deliver to such Revolving Credit Lender a Letter of Credit participation certificate dated the date of receipt of such funds and in such amount.

(h) Whenever at any time after the Issuing Lender has received from any Revolving Credit Lender any such Revolving Credit Lender's payment of funds under a Letter of Credit and thereafter the Issuing Lender receives any payment on account thereof, then the Issuing Lender will distribute to such Revolving Credit Lender its participation interest in such amount (appropriately adjusted in the case of interest payments to reflect the period of time during which such Revolving Credit Lender's participation interest was outstanding and funded); provided, however, that in the event that such payment received by the Issuing Lender is required to be returned, such Revolving Credit Lender will return to the Issuing Lender any portion thereof previously distributed by the Issuing Lender to it.

(i) The issuance of any supplement, modification, amendment, renewal or extension to or of any Letter of Credit shall be treated in all respects the same as the issuance of a new Letter of Credit.

(j) Borrower (rather than Issuing Lender) assumes all risks of the acts, omissions, or misuse of any Letter of Credit by the beneficiary thereof; provided, however, that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee or any other Person at law or under any other agreement. Neither Agent, Issuing Lender nor any Revolving Credit Lender will be responsible for (i) the form, validity, sufficiency, accuracy, genuineness or legal effect of any Letter of Credit or any document submitted by any party in connection with the issuance of any Letter of Credit, even if such document should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged; (ii) the form, validity, sufficiency, accuracy, genuineness or legal effect of any instrument transferring or assigning or purporting to transfer or assign any Letter of Credit or the rights or benefits thereunder or proceeds thereof in whole or in part, which may prove to be invalid or ineffective for any reason; (iii) failure of any beneficiary of any Letter of Credit to comply fully with the conditions required in order to demand payment under a Letter of Credit; (iv) errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telecopy, email or otherwise; (v) errors in interpretation of technical terms; (vi) any loss or delay in the transmission or otherwise of any document or draft required by or from a beneficiary in order to make a disbursement under a Letter of Credit or the proceeds thereof; (vii) for the misapplication by the beneficiary of any Letter of Credit of the proceeds of any drawing under such Letter of Credit; and (viii) for any consequences arising from causes beyond the control of Agent or any Revolving Credit Lender. None of the foregoing will affect, impair or prevent the vesting of any of the rights or powers granted to Agent, Issuing Lender or the Revolving Credit Lenders hereunder. In furtherance and extension and not in limitation or derogation of any of the foregoing, any act taken or omitted to be taken by Agent, Issuing Lender or the other Revolving Credit Lenders in good faith will be binding on Borrower and will not put Agent, Issuing Lender or the other Revolving Credit Lenders under any resulting liability to Borrower; provided nothing contained herein shall relieve Issuing Lender for liability to Borrower arising as a result of the gross negligence or willful misconduct of Issuing Lender as determined by a court of competent jurisdiction after the exhaustion of all applicable appeal periods.

#### §2.11 Increase in Total Commitment.

(a) Provided that no Default or Event of Default has occurred and is continuing, subject to the terms and conditions set forth in this §2.11, the Borrower shall have the option at any time and from time to time before the date that is forty-five (45) days prior to the Revolving Credit Maturity Date (as the same may be extended pursuant to §2.12 below) or Term Loan Maturity Date, as applicable, to request an increase in the Total Revolving Credit Commitment and/or the Total Term Loan Credit Commitment such that after giving effect to such

increase the Total Commitment does not exceed \$260,000,000.00 in the aggregate by giving written notice to the Agent (each, an "Increase Notice"; and the amount of such requested increase is the "Commitment Increase"), provided that any such individual increase must be in a minimum amount of \$5,000,000.00. Upon receipt of any Increase Notice, the Agent shall consult with Arranger and shall notify the Borrower of the amount of facility fees to be paid to any Lenders who provide an additional Revolving Credit Commitment and/or Term Loan Commitment, as applicable, in connection with such increase in the Revolving Credit Commitment and/or Term Loan Commitment, as applicable (which shall be in addition to the fees to be paid to Arranger pursuant to the Agreement Regarding Fees). If the Borrower agrees to pay the facility fees so determined, then the Agent shall send a notice to all Revolving Credit Lenders and/or Term Loan Lenders, as applicable (the "Additional Commitment Request Notice") informing them of the Borrower's request to increase the Total Revolving Credit Commitment or the Total Term Loan Commitment, as applicable, and of the facility fees to be paid with respect thereto. Each Revolving Credit Lender or Term Loan Lender, as applicable, who desires to provide an additional Revolving Credit Commitment or Term Loan Commitment, as applicable, upon such terms shall provide Agent with a written commitment letter specifying the amount of the additional Revolving Credit Commitment or Term Loan Commitment, as applicable, by which it is willing to provide prior to such deadline as may be specified in the Additional Commitment Request Notice. If the requested increase is oversubscribed then the Agent and the Arranger shall allocate the Commitment Increase among the Revolving Credit Lenders or Term Loan Lenders, as applicable, who provide such commitment letters on such basis as the Agent and the Arranger shall determine in their sole discretion. If the additional Revolving Credit Commitments or Term Loan Commitments, as applicable, so provided are not sufficient to provide the full amount of the Revolving Credit Commitment Increase or Term Loan Commitment Increase, as applicable, requested by the Borrower, then the Agent, Arranger or Borrower may, but shall not be obligated to, invite one or more banks or lending institutions (which banks or lending institutions shall be reasonably acceptable to Agent, Arranger and Borrower) to become a Revolving Credit Lender or Term Loan Lender, as applicable, and provide an additional Revolving Credit Commitment or Term Loan Commitment, as applicable. The Agent shall provide all Revolving Credit Lenders or Term Loan Lenders, as applicable, with a notice setting forth the amount, if any, of the additional Revolving Credit Commitment or Term Loan Commitment, as applicable, to be provided by each Revolving Credit Lender or Term Loan Lender, as applicable, and the revised Revolving Credit Commitment Percentages or Term Loan Commitment Percentages, as applicable, which shall be applicable after the effective date of the Revolving Credit Commitment Increase or Term Loan Commitment Increase, as applicable, specified therein (the "Commitment Increase Date"). In no event shall any Lender be obligated to provide an additional Revolving Credit Commitment or Term Loan Commitment.

(b) On any Commitment Increase Date the outstanding principal balance of the Revolving Credit Loans or Term Loans, as applicable, shall be reallocated among the Revolving Credit Lenders or Term Loan Lenders, as applicable, such that after the applicable Commitment Increase Date the outstanding principal amount of Revolving Credit Loans or Term Loans, as applicable, owed to each Revolving Credit Lender or Term Loan Lender, as applicable, shall be equal to such Lender's Revolving Credit Commitment Percentage or Term Loan Commitment Percentage, as applicable (as in effect after the applicable Commitment Increase Date) of the outstanding principal amount of all Revolving Credit Loans or Term Loans, as applicable. The participation interests of the Revolving Credit Lenders in Letters of Credit shall be similarly adjusted. On any Commitment Increase Date, those Revolving Credit Lenders or Term Loan Lenders whose Revolving Credit Commitment Percentage or Term Loan Commitment Percentage is increasing shall advance the funds to the Agent and the funds so advanced shall be distributed among the Revolving Credit Lenders or Term Loan Lenders, as applicable, whose Revolving Credit Commitment Percentage or Term Loan Commitment Percentage, as applicable, is decreasing as necessary to accomplish the required reallocation of the outstanding Revolving Credit Loans or Term Loans, as applicable. The funds so advanced shall be Base Rate Loans until converted to LIBOR Rate Loans which are allocated among all Lenders based on their Commitment Percentages. To the extent such reallocation results in certain Lenders receiving funds which are applied to LIBOR Rate Loans prior to the last day of the applicable Interest Period, then the Borrower shall pay to the Agent for the account of the affected Lenders the Breakage Costs for each such Lender (provided that the parties agree to attempt to coordinate the closing of any increase of the Total Revolving Credit Commitment or Total Term Loan Commitment, as applicable, to minimize Breakage Costs that may come due); provided, however, each Lender agrees to apply any amounts received by them pursuant to this §2.11(b) first to the principal of any Base Rate Loans held by such Lender and then to the principal of LIBOR Rate Loans held by such Lender.

(c) Upon the effective date of each increase in the Total Revolving Credit Commitment or Total Term Loan Commitment, as applicable, pursuant to this §2.11 the Agent may unilaterally revise Schedule 1 hereto and the Borrower shall execute and deliver to the Agent new Revolving Credit Notes or Term Loan Notes for each Lender whose Commitment has changed so that the principal amount of such Revolving Credit Lender's Revolving Credit Note shall equal its Revolving Credit Commitment and such Term Loan Lender's Term Loan Note shall equal its Term Loan Commitment. The Agent shall deliver such replacement Revolving Credit Notes and Term Loan Notes to the respective Lenders in exchange for the Revolving Credit Notes and Term Loan Notes replaced thereby which shall be surrendered by such Lenders. Such new Revolving Credit Notes and Term Loan Notes shall provide that they are replacements for the surrendered Revolving Credit Notes and Term Loan Notes, as applicable, and that they do not constitute a novation, shall be dated as of the Commitment Increase Date and shall otherwise be in substantially the form of the replaced Revolving Credit Notes or Term Loan Notes, as applicable. Within five (5) days of issuance of any new Revolving Credit Notes or Term Loan Notes, pursuant to this §2.11(c), the Borrower shall deliver an opinion of counsel, addressed to the Lenders and the Agent, relating to the due authorization, execution and delivery of such new Revolving Credit Notes and Term Loan Notes and the enforceability thereof, in form and substance substantially similar to the opinion delivered in connection with the first disbursement under this Agreement. The surrendered Revolving Credit Notes and Term Loan Notes shall be canceled and returned to the Borrower.

(d) Notwithstanding anything to the contrary contained herein, the obligation of the Agent and the Revolving Credit Lenders to increase the Total Revolving Credit Commitment, or the Agent and the Term Loan Lenders to increase the Total Term Loan Commitment, as applicable, pursuant to this §2.11 shall be conditioned upon satisfaction of the following conditions precedent which must be satisfied prior to the effectiveness of any increase of the Total Revolving Credit Commitment or the Total Term Loan Commitment, as applicable:

(i) Payment of Activation Fee. The Borrower shall pay (A) to the Agent and the Arranger those fees described in and contemplated by the Agreement Regarding Fees with respect to the applicable Commitment Increase, and (B) to the Arranger such facility fees as the Revolving Credit Lenders or Term Loan Lenders who are providing an additional Revolving Credit Commitment or Term Loan

Commitment, as applicable, may require to increase the aggregate Revolving Credit Commitment or Term Loan Commitment, which fees shall, when paid, be fully earned and non-refundable under any circumstances. The Arranger shall pay to the Lenders acquiring the applicable Commitment Increase certain fees pursuant to their separate agreement; and

(ii) No Default. On the date any Increase Notice is given and on the date such increase becomes effective, both immediately before and after the Total Revolving Credit Commitment or Term Loan Commitment is increased, there shall exist no Default or Event of Default; and

(iii) Representations True. The representations and warranties made by the Borrower and the Guarantors in the Loan Documents or otherwise made by or on behalf of the Borrower, the Guarantors and the Unencumbered Property Subsidiaries in connection therewith or after the date thereof shall have been true and correct in all material respects when made and shall also be true and correct in all material respects on the date of such Increase Notice and on the date the Total Revolving Credit Commitment or Term Loan Commitment is increased (except to the extent of any changes resulting from transactions permitted by this Agreement, and except to the extent such representations relate expressly to an earlier date, which representations shall be required to be true and correct only as of such specified date), both immediately before and after the Total Revolving Credit Commitment or Term Loan Commitment is increased; and

(iv) Additional Documents and Expenses. The Borrower and the Guarantors shall execute and deliver to Agent and the Lenders such additional documents, instruments, certifications and opinions as the Agent may reasonably require, including, without limitation, a Compliance Certificate, demonstrating compliance with all covenants, representations and warranties set forth in the Loan Documents after giving effect to the increase.

§2.12 Extension of Revolving Credit Maturity Date. The Borrower shall have the one-time right and option, in its sole discretion, to extend the Revolving Credit Maturity Date to October 27, 2022, upon satisfaction of the following conditions precedent, which must be satisfied prior to the effectiveness of any extension of the Revolving Credit Maturity Date:

(a) Extension Request. The Borrower shall deliver written notice of such request (the "Extension Request") to the Agent not earlier than the date which is one hundred twenty (120) days and not later than the date which is sixty (60) days prior to the Revolving Credit Maturity Date (as determined without regard to such extension). Any such Extension Request shall be irrevocable and binding on the Borrower.

(b) Payment of Extension Fee. The Borrower shall pay to the Agent for the pro rata accounts of the Revolving Credit Lenders in accordance with their respective Revolving Credit Commitments an extension fee in an amount equal to twenty (20) basis points on the Total Revolving Credit Commitment in effect on the Revolving Credit Maturity Date (as determined without regard to such extension), which fee shall, when paid, be fully earned and non-refundable under any circumstances.

(c) No Default. On the date the Extension Request is given and on the Revolving Credit Maturity Date (as determined without regard to such extension) there shall exist no Default or Event of Default.

(d) Representations and Warranties. The representations and warranties made by the Borrower and the Guarantors in the Loan Documents or otherwise made by or on behalf of the Borrower, Guarantors and Unencumbered Property Subsidiaries in connection therewith or after the date thereof shall have been true and correct in all material respects when made and shall also be true and correct in all material respects on the date the Extension Request is given and on the Revolving Credit Maturity Date (as determined without regard to such extension) other than for representations to the extent they relate expressly to an earlier date, which representations shall be required to be true and correct only as of such specified date, and except to the extent of any changes resulting from transactions permitted by this Agreement.

### §2.13 Defaulting Lenders.

(a) If for any reason any Lender shall be a Defaulting Lender, then, in addition to the rights and remedies that may be available to the Agent or the Borrower under this Agreement or Applicable Law, such Defaulting Lender's right to participate in the administration of the Loans, this Agreement and the other Loan Documents, including without limitation, any right to vote in respect of, to consent to or to direct any action or inaction of the Agent or to be taken into account in the calculation of the Required Lenders, Required Revolving Credit Lenders, Required Term Loan Lenders or all of the Lenders, shall be suspended during the pendency of such failure or refusal. If a Lender is a Defaulting Lender because it has failed to make timely payment to the Agent of any amount required to be paid to the Agent hereunder (without giving effect to any notice or cure periods), in addition to other rights and remedies which the Agent or the Borrower may have under the immediately preceding provisions or otherwise, the Agent shall be entitled (i) to collect interest from such Defaulting Lender on such delinquent payment for the period from the date on which the payment was due until the date on which the payment is made at the Federal Funds Effective Rate plus one percent (1%), (ii) to withhold or setoff and to apply in satisfaction of the defaulted payment and any related interest, any amounts otherwise payable to such Defaulting Lender under this Agreement or any other Loan Document and (iii) to bring an action or suit against such Defaulting Lender in a court of competent jurisdiction to recover the defaulted amount and any related interest. Any amounts received by the Agent in respect of a Defaulting Lender's Loans shall be applied as set forth in §2.13(d).

(b) Any Non-Defaulting Lender may, but shall not be obligated, in its sole discretion, to acquire all or a portion of a Defaulting Lender's Commitments. Any Lender desiring to exercise such right shall give written notice thereof to the Agent and the Borrower no sooner than two (2) Business Days and not later than five (5) Business Days after such Defaulting Lender became a Defaulting Lender. If more than one Lender exercises such right, each such Lender shall have the right to acquire an amount of such Defaulting Lender's Commitments in proportion to the Commitments of the other Lenders exercising such right. If after such fifth (5<sup>th</sup>) Business Day, the Lenders have not elected to purchase all of the Commitments of such Defaulting Lender, then the Borrower (so long as no Default or Event of Default exists) or the Required Lenders may, by giving written notice thereof to the Agent, such Defaulting Lender and the other Lenders, demand that such

Defaulting Lender assign its Commitments to an eligible assignee subject to and in accordance with the provisions of §18.1 for the purchase price provided for below and upon any such demand such Defaulting Lender shall comply with such demand and shall consummate such assignment (subject to and in accordance with the provisions of §18.1). No party hereto shall have any obligation whatsoever to initiate any such replacement or to assist in finding an eligible assignee. Upon any such purchase or assignment, and any such demand with respect to which the conditions specified in §18.1 have been satisfied, the Defaulting Lender's interest in the Loans and its rights hereunder (but not its liability in respect thereof or under the Loan Documents or this Agreement to the extent the same relate to the period prior to the effective date of the purchase) shall terminate on the date of purchase, and the Defaulting Lender shall promptly execute all documents reasonably requested to surrender and transfer such interest to the purchaser or assignee thereof, including an appropriate Assignment and Acceptance Agreement. The purchase price for the Commitments of a Defaulting Lender shall be equal to the amount of the principal balance of the Loans outstanding and owed by the Borrower to the Defaulting Lender plus any accrued but unpaid interest thereon and accrued but unpaid fees. Prior to payment of such purchase price to a Defaulting Lender, the Agent shall apply against such purchase price any amounts retained by the Agent pursuant to §2.13(d).

(c) During any period in which there is a Defaulting Lender, all or any part of such Defaulting Lender's obligation to acquire, refinance or fund participations in Letters of Credit pursuant to §2.10(g) shall be reallocated among the Revolving Credit Lenders that are Non-Defaulting Lenders in accordance with their respective Revolving Credit Commitment Percentages (computed without giving effect to the Revolving Credit Commitment of such Defaulting Lender); provided that (i) each such reallocation shall be given effect only if, at the date the applicable Revolving Credit Lender becomes a Defaulting Lender, no Default or Event of Default exists, (ii) the conditions set forth in §10 and §11 are satisfied at the time of such reallocation (and, unless the Borrower shall have notified the Agent at such time, the Borrower shall be deemed to have represented and warranted that such conditions are satisfied at the time), (iii) the representations and warranties in the Loan Documents shall be true and correct in all material respects on and as of the date of such reallocation with the same effect as though made on and as of such date (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct only as of such specified date, and that any representation or warranty that is qualified by any materiality standard shall be required to be true and correct in all respects), and (iv) the aggregate obligation of each Revolving Credit Lender that is a Non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit shall not exceed the positive difference, if any, of (A) the Revolving Credit Commitment of that Non-Defaulting Lender minus (B) the sum of (1) the aggregate outstanding principal amount of the Revolving Credit Loans of that Revolving Credit Lender plus (2) such Revolving Credit Lender's pro rata portion in accordance with its Revolving Credit Commitment Percentage of outstanding Letter of Credit Liabilities. Subject to §34, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(d) Any payment of principal, interest, fees or other amounts received by the Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, or otherwise, and including any amounts made available to the Agent for the account of such Defaulting Lender pursuant to §13), shall be applied at such time or times as may be determined by the Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Agent (other than with respect to Letter of Credit Liabilities) hereunder; second, to the payment of any amounts owing by such Defaulting Lender to the Issuing Lender (with respect to Letter of Credit Liabilities); third, if so determined by the Agent or requested by the Issuing Lender, to be held as cash collateral for future funding obligations of such Defaulting Lender of any participation in any Letter of Credit; fourth, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Agent; fifth, if so determined by the Agent and the Borrower, to be held in a non-interest bearing deposit account and released pro rata in order to (x) satisfy obligations of such Defaulting Lender to fund Loans or participations under this Agreement and (y) be held as cash collateral for future funding obligations of such Defaulting Lender of any participation in any Letter of Credit; sixth, to the payment of any amounts owing to the Agent or the Lenders (including the Issuing Lender) as a result of any judgment of a court of competent jurisdiction obtained by the Agent or any Lender (including the Issuing Lender) against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; seventh, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (i) such payment is a payment of the principal amount of any Loans or funded participations in Letters of Credit in respect of which such Defaulting Lender has not fully funded its appropriate share and (ii) such Loans or funded participations in Letters of Credit were made at a time when the conditions set forth in §10 and §11, to the extent required by this Agreement, were satisfied or waived, such payment shall be applied solely to pay the Loans of, and funded participations in Letters of Credit owed to, all Non-Defaulting Lenders on a pro rata basis until such time as all Loans and funded and unfunded participations in Letters of Credit are held by the Lenders pro rata in accordance with their Revolving Credit Commitment Percentages and Term Loan Commitment Percentages, as applicable, without regard to §2.13(c), prior to being applied to the payment of any Loans of, or funded participations in Letters of Credit owed to, such Defaulting Lender. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to this §2.13(d) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto, and to the extent allocated to the repayment of principal of the Loan, shall not be considered outstanding principal under this Agreement.

(e) Within five (5) Business Days of demand by the Issuing Lender from time to time, the Borrower shall deliver to the Agent for the benefit of the Issuing Lender cash collateral in an amount sufficient to cover all Fronting Exposure with respect to the Issuing Lender (after giving effect to §2.10(a) and §2.13(c)) on terms satisfactory to the Issuing Lender in its good faith determination (and such cash collateral shall be in Dollars). Any such cash collateral shall be deposited in the Collateral Account as collateral (solely for the benefit of the Issuing Lender) for the payment and performance of each Defaulting Lender's pro rata portion in accordance with their respective Revolving Credit Commitment Percentages of outstanding Letter of Credit Liabilities. Moneys in the Collateral Account deposited pursuant to this section shall be applied by the Agent to reimburse the Issuing Lender immediately for each Defaulting Lender's pro rata portion in accordance with their

respective Revolving Credit Commitment Percentages of any funding obligation with respect to a Letter of Credit which has not otherwise been reimbursed by the Borrower or such Defaulting Lender.

(f) (1) Notwithstanding anything herein to the contrary, each Revolving Credit Lender that is a Defaulting Lender shall not be entitled to receive any Unused Fee or Facility Fee pursuant to §2.3 for any period during which that Revolving Credit Lender is a Defaulting Lender.

(i) Each Revolving Credit Lender that is a Defaulting Lender shall not be entitled to receive Letter of Credit fees pursuant to §2.10(e) for any period during which that Revolving Credit Lender is a Defaulting Lender.

(ii) With respect to any Unused Fee, Facility Fee or Letter of Credit fees not required to be paid to any Defaulting Lender pursuant to clause (i) or (ii) above, the Borrower shall (x) pay to each Non-Defaulting Lender that is a Revolving Credit Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in Letter of Credit Liabilities that has been reallocated to such Non-Defaulting Lender pursuant to §2.13(c), (y) pay to the Issuing Lender the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to the Issuing Lender's Fronting Exposure to such Defaulting Lender and (z) not be required to pay any remaining amount of any such fee.

(g) If the Borrower and the Agent agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Agent will so notify the parties hereto, whereupon as of the date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any cash collateral), that Lender will, to the extent applicable, purchase that portion of outstanding Loans of the other Lenders or take such other actions as the Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit to be held on a pro rata basis by the Lenders in accordance with their Commitments (without giving effect to §2.13(c)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while such Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

### §3. REPAYMENT OF THE LOANS.

§3.1 Stated Maturity. The Borrower promises to pay on the Revolving Credit Maturity Date and there shall become absolutely due and payable on the Revolving Credit Maturity Date all of the Revolving Credit Loans and other Letter of Credit Liabilities outstanding on such date, together with any and all accrued and unpaid interest thereon. The Borrower promises to pay on the Term Loan Maturity Date and there shall become absolutely due and payable on the Term Loan Maturity Date all of the Term Loans Outstanding on such date, together with any and all accrued and unpaid interest thereon.

§3.2 Mandatory Prepayments. If at any time (i) the sum of the aggregate outstanding principal amount of the Revolving Credit Loans and the Letter of Credit Liabilities exceeds the lesser of (a) the Total Revolving Credit Commitment or (b) the Unencumbered Asset Availability, minus the principal amount of the outstanding Term Loans, or (ii) the sum of the aggregate outstanding principal amount of the Revolving Credit Loans, the Term Loans and the Letter of Credit Liabilities exceeds the lesser of (a) the Total Commitment or (b) the Unencumbered Asset Availability, then the Borrower shall, within ten (10) Business Days of such occurrence (or such longer period of time as Agent may agree in its sole and absolute discretion), pay the amount of such excess to the Agent for the respective accounts of the Lenders, as applicable, for application to the Revolving Credit Loans and Term Loans as provided in §3.4, together with any additional amounts payable pursuant to §4.8.

#### §3.3 Optional Prepayments.

(a) The Borrower shall have the right, at its election, to prepay the outstanding amount of the Revolving Credit Loans, as a whole or in part, at any time without penalty or premium, and in the case of prepayment in full, at Borrower's election, to terminate the Revolving Credit Commitments; provided, that if any prepayment of the outstanding amount of any Revolving Credit LIBOR Rate Loans pursuant to this §3.3 is made on a date that is not the last day of the Interest Period relating thereto, such prepayment shall be accompanied by the payment of any amounts due pursuant to §4.8.

(b) The Borrower shall have the right, at its election, to prepay the outstanding amount of the Term Loans, as a whole or in part, at any time without penalty or premium; provided, that if any prepayment of the outstanding amount of any Term LIBOR Rate Loans pursuant to this §3.3 is made on a date that is not the last day of the Interest Period relating thereto, such prepayment shall be accompanied by the payment of any amounts due pursuant to §4.8.

(c) The Borrower shall give the Agent, no later than 10:00 a.m. (Eastern Standard Time) at least two (2) days prior written notice of any prepayment pursuant to this §3.3, in each case specifying the proposed date of prepayment of the Loans and the principal amount to be prepaid (provided that any such notice may be revoked or modified upon one (1) day's prior notice to the Agent).

§3.4 Partial Prepayments. Each partial prepayment of the Loans under §3.3 shall be in a minimum amount of \$500,000.00 or an integral multiple of \$100,000.00 in excess thereof, shall be accompanied by the payment of accrued interest on the principal prepaid to the date of payment. Each partial payment under §3.2 and §3.3 shall be applied in the absence of instruction by the Borrower, to the principal of Revolving Credit Loans and then to the principal of Term Loans (and with respect to each category of Loans, first to the principal of Base Rate Loans, and then to the principal of LIBOR Rate Loans).

§3.5 Effect of Prepayments. Amounts of the Revolving Credit Loans prepaid under §3.2 and §3.3 prior to the Revolving Credit Maturity Date may be reborrowed as provided in §2. Any portion of the Term Loans that is prepaid may not be reborrowed.

#### §4. CERTAIN GENERAL PROVISIONS.

##### §4.1 Conversion Options.

(a) The Borrower may elect from time to time to convert any of its outstanding Revolving Credit Loans to a Revolving Credit Loan of another Type or any of its outstanding Term Loans to another Term Loan of another Type and such Revolving Credit Loans or Term Loans shall thereafter bear interest as a Base Rate Loan or a LIBOR Rate Loan, as applicable; provided that (i) with respect to any such conversion of a LIBOR Rate Loan to a Base Rate Loan, the Borrower shall give the Agent at least one (1) Business Day's prior written notice of such election, and such conversion shall only be made on the last day of the Interest Period with respect to such LIBOR Rate Loan, unless Borrower elects to pay the Breakage Costs associated with such conversion; (ii) with respect to any such conversion of a Base Rate Loan to a LIBOR Rate Loan, the Borrower shall give the Agent at least two (2) LIBOR Business Days' prior written notice of such election and the Interest Period requested for such Loan, the principal amount of the Loan so converted shall be in a minimum aggregate amount of \$500,000.00 or an integral multiple of \$100,000.00 in excess thereof and, after giving effect to the making of such Loan, there shall be no more than seven (7) LIBOR Rate Loans outstanding at any one time; and (iii) no Loan may be converted into a LIBOR Rate Loan when any Default or Event of Default has occurred and is continuing. All or any part of the outstanding Revolving Credit Loans or Term Loans of any Type may be converted as provided herein, provided that no partial conversion shall result in a Revolving Credit Base Rate Loan or a Term Base Rate Loan in a principal amount of less than \$500,000.00 or an integral multiple of \$100,000.00 or a Revolving Credit LIBOR Rate Loan or a Term LIBOR Rate Loan in a principal amount of less than \$500,000.00 or an integral multiple of \$100,000.00. On the date on which such conversion is being made, each Lender shall take such action as is necessary to transfer its Commitment Percentage of such Loans to its Domestic Lending Office or its LIBOR Lending Office, as the case may be. Each Conversion/Continuation Request relating to the conversion of a Base Rate Loan to a LIBOR Rate Loan shall be irrevocable by the Borrower.

(b) Any LIBOR Rate Loan may be continued as such Type upon the expiration of an Interest Period with respect thereto by compliance by the Borrower with the terms of §4.1; provided that no LIBOR Rate Loan may be continued as such when any Default or Event of Default has occurred and is continuing, but shall be automatically converted to a Base Rate Loan on the last day of the Interest Period relating thereto ending during the continuance of any Default or Event of Default.

(c) In the event that the Borrower does not notify the Agent of its election hereunder with respect to any LIBOR Rate Loan, such Loan shall be automatically continued as a LIBOR Rate Loan for the same Interest Period (unless such Interest Period shall be greater than the time remaining until the Revolving Credit Maturity Date or Term Loan Maturity Date, as applicable, in which case the Interest Period shall be the Interest Period closest to the time remaining, without exceeding the time to the Revolving Credit Maturity Date or Term Loan Maturity Date, as applicable) at the end of the applicable Interest Period.

§4.2 Fees. The Borrower agrees to pay to KeyBank, Agent and Arranger for their own account certain fees for services rendered or to be rendered in connection with the Loans as provided pursuant to the separate fee letter dated September 29, 2017, between the Borrower, KeyBank and the Arranger (the "Agreement Regarding Fees"). All such fees shall be fully earned when paid and nonrefundable under any circumstances.

§4.3 Rates. The Agent does not warrant or accept responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the rates in the definition of "LIBOR" or with respect to any comparable or successor rate thereto, provided that the foregoing shall not apply to any liability arising out of the bad faith, willful misconduct or gross negligence of the Agent.

##### §4.4 Funds for Payments.

(a) All payments of principal, interest, facility fees, Letter of Credit fees, closing fees and any other amounts due hereunder or under any of the other Loan Documents shall be made to the Agent, for the respective accounts of the Lenders and the Agent, as the case may be, at the Agent's Head Office, not later than 4:00 p.m. (Eastern Standard Time) on the day when due, in each case in lawful money of the United States in immediately available funds. If not received by 4:00 p.m. (Eastern Standard Time) on the day when due, the Agent is hereby authorized to charge the accounts of the Borrower with KeyBank, on the dates when the amount thereof shall become due and payable, with the amounts of the principal of and interest on the Loans and all fees, charges, expenses and other amounts owing to the Agent and/or the Lenders under the Loan Documents. Subject to the foregoing, all payments made to Agent on behalf of the Lenders, and actually received by Agent, shall be deemed received by the Lenders on the date actually received by Agent.

(b) All payments by the Borrower hereunder and under any of the other Loan Documents shall be made without setoff or counterclaim, and free and clear of and without deduction or withholding for any Taxes, except as required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower or other applicable Guarantor shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this §4.4) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) The Borrower and the Guarantors shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at the option of the Agent timely reimburse it for the payment of, any Other Taxes.

(d) The Borrower and the Guarantors shall jointly and severally indemnify each Recipient, within fifteen (15) days after demand therefor (or within sixty (60) days of demand if the amount demanded by a Recipient is in excess of \$100,000), for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this §4.4) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Agent), or by the Agent on its own behalf or on behalf of a Lender, and a reasonably detailed explanation of such amounts which are due, shall be conclusive absent manifest error;

(e) Each Lender shall severally indemnify the Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower or a Guarantor has not already indemnified the Agent for such Indemnified Taxes and without limiting the obligation of the Borrower and the Guarantors to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of §18.4 relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Agent to the Lender from any other source against any amount due to the Agent under this §4.4(e).

(f) Upon the request of Agent or any Lender, as soon as practicable after any payment of Taxes by the Borrower or any Guarantor to a Governmental Authority pursuant to this §4.4, the Borrower or such Guarantor shall deliver to the Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment, or other evidence of such payment reasonably satisfactory to the Agent.

(g)

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Agent, at the time or times reasonably requested by the Borrower or the Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Agent as will enable the Borrower or the Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in the immediately following clauses (ii)(A), (ii)(B) and (ii)(D)) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Person:

A. any Lender that is a U.S. Person shall deliver to the Borrower and the Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Agent), an electronic copy (or an original if requested by the Borrower or the Agent) of an executed IRS Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal backup withholding tax;

B. any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Agent), whichever of the following is applicable;

I. in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, an electronic copy (or an original if requested by the Borrower or the Agent) of an executed IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

II. an electronic copy (or an original if requested by the Borrower or the Agent) of an executed IRS Form W-8ECI;

III. in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit I-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN or W-8BEN-E; or

IV. to the extent a Foreign Lender is not the beneficial owner, an electronic copy (or an original if requested by the Borrower or the Agent) of an executed IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-

8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-2 or Exhibit I-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-4 on behalf of each such direct and indirect partner.

C. any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Agent), an electronic copy (or an original if requested by the Borrower or the Agent) of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Borrower or the Agent to determine the withholding or deduction required to be made; and

D. if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Agent at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Borrower or the Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Agent as may be necessary for the Borrower and the Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Agent in writing of its legal inability to do so.

(h) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this §4.4 (including by the payment of additional amounts pursuant to this §4.4), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this §4.4 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this subsection (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this subsection, in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this subsection the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund has not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it reasonably deems confidential) to the indemnifying party or any other Person.

(i) Each party's obligations under this §4.4 shall survive the resignation or replacement of the Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(j) The obligations of the Borrower to the Revolving Credit Lenders under this Agreement with respect to Letters of Credit (and of the Revolving Credit Lenders to make payments to the Issuing Lender with respect to Letters of Credit) shall be absolute, unconditional and irrevocable, and shall be paid and performed strictly in accordance with the terms of this Agreement, under all circumstances whatsoever, including, without limitation, the following circumstances: (i) any lack of validity or enforceability of this Agreement, any Letter of Credit or any of the other Loan Documents; (ii) any improper use which may be made of any Letter of Credit or any improper acts or omissions of any beneficiary or transferee of any Letter of Credit in connection therewith; (iii) the existence of any claim, set-off, defense or any right which the Borrower or any of its Subsidiaries or Affiliates may have at any time against any beneficiary or any transferee of any Letter of Credit (or persons or entities for whom any such beneficiary or any such transferee may be acting) or the Revolving Credit Lenders (other than the defense of payment to the Revolving Credit Lenders in accordance with the terms of this Agreement) or any other Person, whether in connection with any Letter of Credit, this Agreement, any other Loan Document, or any unrelated transaction; (iv) any draft, demand, certificate, statement or any other documents presented under any Letter of Credit proving to be insufficient, forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect whatsoever; (v) any breach of any agreement between the Borrower, any Guarantor or any of their respective Subsidiaries or Affiliates and any beneficiary or transferee of any Letter of Credit; (vi) any irregularity in the transaction with respect to which any Letter of Credit is issued, including any fraud by the beneficiary or any transferee of such Letter of Credit; (vii) payment by the Issuing Lender under any Letter of Credit against presentation of a sight draft, demand, certificate or other document which does not comply with the terms of such Letter of Credit, provided that such payment shall not have constituted bad faith, gross negligence or willful misconduct on the part of the Issuing Lender as determined by a court of competent jurisdiction after the exhaustion of all applicable appeal periods; (viii) any non-application or misapplication by the beneficiary of a Letter of Credit of the proceeds of such Letter of Credit; (ix) the legality, validity, form, regularity or enforceability of the Letter of Credit; (x) the failure of any payment by Issuing Lender to conform to the terms of a Letter of Credit (if, in Issuing Lender's good faith judgment, such payment is determined to be appropriate); (xi) the surrender or impairment of any security for the performance or observance of any of the terms of any of the Loan Documents; (xii) the occurrence of any Default or Event of Default; and (xiii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, provided that such other circumstances or happenings shall not have been the result of bad faith, gross negligence or willful misconduct on the part of the Issuing Lender as determined by a court of competent jurisdiction after the exhaustion of all applicable appeal periods.

§4.5 Computations. All computations of interest on the Loans and of other fees to the extent applicable shall be based on a 360-day year (or a 365 or 366 day year, as applicable, in the case of Base Rate Loans) and paid for the actual number of days elapsed. Except as otherwise provided in the definition of the term “Interest Period” with respect to LIBOR Rate Loans, whenever a payment hereunder or under any of the other Loan Documents becomes due on a day that is not a Business Day, the due date for such payment shall be extended to the next succeeding Business Day, and interest shall accrue during such extension. The Outstanding Loans as reflected on the records of the Agent from time to time shall be considered prima facie evidence of such amount absent manifest error.

§4.6 Suspension of LIBOR Rate Loans. In the event that, prior to the commencement of any Interest Period relating to any LIBOR Rate Loan, the Agent shall in its good faith discretion determine that adequate and reasonable methods do not exist for ascertaining LIBOR for such Interest Period, or the Agent shall reasonably determine that LIBOR will not accurately and fairly reflect the cost of the Lenders making or maintaining LIBOR Rate Loans for such Interest Period, the Agent shall forthwith give notice of such determination (which shall be conclusive and binding on the Borrower and the Lenders absent manifest error) to the Borrower and the Lenders. In such event (a) any Loan Request with respect to a LIBOR Rate Loan shall be automatically withdrawn and shall be deemed a request for a Base Rate Loan and (b) each LIBOR Rate Loan will automatically, on the last day of the then current Interest Period applicable thereto, become a Base Rate Loan, and the obligations of the Lenders to make LIBOR Rate Loans shall be suspended until the Agent determines that the circumstances giving rise to such suspension no longer exist, whereupon the Agent shall promptly notify the Borrower and the Lenders thereof.

§4.7 Illegality. Notwithstanding any other provisions herein, if any present or future law, regulation, treaty or directive or the interpretation or application thereof shall make it unlawful, or any central bank or other Governmental Authority having jurisdiction over a Lender or its LIBOR Lending Office shall assert that it is unlawful, for any Lender to make or maintain LIBOR Rate Loans, such Lender shall forthwith give notice of such circumstances to the Agent and the Borrower and thereupon (a) the commitment of the Lenders to make LIBOR Rate Loans shall forthwith be suspended and (b) the LIBOR Rate Loans then outstanding shall be converted automatically to Base Rate Loans on the last day of each Interest Period applicable to such LIBOR Rate Loans or within such earlier period as may be required by law. Notwithstanding the foregoing, before giving such notice, the applicable Lender shall designate a different lending office if such designation will void the need for giving such notice and will not, in the judgment of such Lender, be otherwise materially disadvantageous to such Lender or increase any costs payable by Borrower hereunder.

§4.8 Additional Interest. If any LIBOR Rate Loan or any portion thereof is repaid or is converted to a Base Rate Loan for any reason on a date which is prior to the last day of the Interest Period applicable to such LIBOR Rate Loan, or if repayment of the Loans has been accelerated as provided in §12.1, or if the Borrower fails to draw down on the first day of the applicable Interest Period any amount as to which the Borrower has elected a LIBOR Rate Loan, the Borrower will pay to the Agent upon demand for the account of the applicable Lenders in accordance with their respective Commitment Percentages, in addition to any amounts of interest otherwise payable hereunder, the Breakage Costs. Borrower understands, agrees and acknowledges the following: (i) no Lender has any obligation to purchase, sell and/or match funds in connection with the use of LIBOR as a basis for calculating the rate of interest on a LIBOR Rate Loan; (ii) LIBOR is used merely as a reference in determining such rate; and (iii) Borrower has accepted LIBOR as a reasonable and fair basis for calculating such rate and any Breakage Costs. Borrower further agrees to pay the Breakage Costs, if any, whether or not a Lender elects to purchase, sell and/or match funds.

§4.9 Additional Costs, Etc. Notwithstanding anything herein to the contrary, if any Change in Law shall:

(a) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, or

(b) impose, modify or deem applicable any special deposit, reserve (other than the Reserve Percentage), compulsory loan, insurance charge or similar requirement against assets of, deposits with or credit extended or participated in by, any Lender or the Issuing Lender, or

(c) impose on any Lender or the Issuing Lender or the London Interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein; and the result of any of the foregoing is:

(i) to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender, the Issuing Lender or such other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or

(ii) to reduce the amount of principal, interest or other amount payable to any Lender, the Issuing Lender or other Recipient hereunder on account of such Lender’s Commitment or any of the Loans or the Letters of Credit, or

(iii) to require any Lender or such other Recipient to make any payment or to forego any interest or other sum payable hereunder, the amount of which payment or foregone interest or other sum is calculated by reference to the gross amount of any sum receivable or deemed received by such Lender or such other Recipient from the Borrower hereunder,

then, and in each such case, the Borrower will, within fifteen (15) days of demand (or within sixty (60) days of demand if the amount demanded by a Recipient is in excess of \$100,000.00) made by a Recipient at any time and from time to time and as often as the occasion therefor may arise, pay to such Recipient such additional amounts as such Recipient shall reasonably determine in good faith to be sufficient to compensate such Recipient for such additional cost, reduction, payment or foregone interest or other sum. Each Recipient in determining such amounts may use any reasonable averaging and attribution methods generally applied by such Recipient.

§4.10 Capital Adequacy. If any Lender or Issuing Lender determines that any Change in Law affecting such Lender or Issuing Lender or any lending office of such Lender or such Lender's or Issuing Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's or Issuing Lender's capital or on the capital of such Lender's or Issuing Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by any Issuing Lender, to a level below that which such Lender or Issuing Lender or such Lender's or Issuing Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or Issuing Lender's policies and the policies of such Lender's or Issuing Lender's holding company with respect to capital adequacy and assuming the full utilization of such entity's capital) by an amount deemed by such Lender to be material, then from time to time the Borrower will pay to such Lender or Issuing Lender, as the case may be, such additional amount or amounts as will compensate such Lender or Issuing Lender or such Lender's or Issuing Lender's holding company for any such reduction suffered as and when such reduction is determined, upon presentation by such Lender of a statement of the amount setting forth the Lender's reasonable calculation thereof. In determining such amount, such Lender may use any reasonable averaging and attribution methods generally applied by such Lender.

§4.11 Breakage Costs. Borrower shall pay all Breakage Costs required to be paid by it pursuant to this Agreement and incurred from time to time by any Lender upon demand within fifteen (15) days from receipt of written notice from Agent, or such earlier date as may be required by this Agreement.

§4.12 Default Interest. Following the occurrence and during the continuance of any Event of Default, and regardless of whether or not the Agent or the Lenders shall have accelerated the maturity of the Loans, all Loans shall bear interest payable on demand at a rate per annum equal to four percent (4%) above the Base Rate (the "Default Rate"), until such amount shall be paid in full (after as well as before judgment), and the fee payable with respect to Letters of Credit shall be increased to a rate equal to four percent (4%) above the Letter of Credit fee that would otherwise be applicable to such time, or if any of such amounts shall exceed the maximum rate permitted by law, then at the maximum rate permitted by law.

§4.13 Certificate. A certificate setting forth any amounts payable pursuant to §4.8, §4.9, §4.10, §4.11 or §4.12 and a reasonably detailed explanation of such amounts which are due, submitted by any Recipient to the Borrower, shall be conclusive in the absence of manifest error. Unless otherwise specifically provided herein, the Borrower shall pay such Recipient, as the case may be, the amount shown as due on any such certificate within fifteen (15) days after receipt thereof (or sixty (60) days after receipt thereof if the amount shown as due in such certificate is in excess of \$100,000.00).

§4.14 Limitation on Interest. Notwithstanding anything in this Agreement or the other Loan Documents to the contrary, all agreements between or among the Borrower, the Guarantors, the Lenders and the Agent, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of acceleration of the maturity of any of the Obligations or otherwise, shall the interest contracted for, charged or received by the Lenders exceed the maximum amount permissible under Applicable Law. If, from any circumstance whatsoever, interest would otherwise be payable to the Lenders in excess of the maximum lawful amount, the interest payable to the Lenders shall be reduced to the maximum amount permitted under Applicable Law; and if from any circumstance the Lenders shall ever receive anything of value deemed interest by Applicable Law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal balance of the Obligations and to the payment of interest or, if such excessive interest exceeds the unpaid balance of principal of the Obligations, such excess shall be refunded to the Borrower. All interest paid or agreed to be paid to the Lenders shall, to the extent permitted by Applicable Law, be amortized, prorated, allocated and spread throughout the full period until payment in full of the principal of the Obligations (including the period of any renewal or extension thereof) so that the interest thereon for such full period shall not exceed the maximum amount permitted by Applicable Law. This Section shall control all agreements between or among the Borrower, the Guarantors, the Lenders and the Agent.

§4.15 Certain Provisions Relating to Increased Costs. If a Lender gives notice of the existence of the circumstances set forth in §4.7 or any Lender requests compensation for any losses or costs to be reimbursed pursuant to any one or more of the provisions of §4.4, §4.9 or §4.10, then, upon request of Borrower, such Lender, as applicable, shall use reasonable efforts to eliminate, mitigate or reduce amounts that would otherwise be payable by Borrower under the foregoing provisions, provided that such action would not be otherwise prejudicial to such Lender, including, without limitation, by designating another of such Lender's offices, branches or affiliates; the Borrower agreeing to pay all reasonably incurred costs and expenses incurred by such Lender in connection with any such action. Notwithstanding anything to the contrary contained herein, if no Default or Event of Default shall have occurred and be continuing, and if any Lender has given notice of the existence of the circumstances set forth in §4.7 or has requested payment or compensation for any losses or costs to be reimbursed pursuant to any one or more of the provisions of §4.4, §4.9 or §4.10 (each, an "Affected Lender"), then, within thirty (30) days after such notice or request for payment or compensation, Borrower shall have the right as to such Affected Lender, to be exercised by delivery of written notice delivered to the Agent and the Affected Lender within such thirty (30) day period, to elect to cause the Affected Lender to transfer its Commitment. The Agent shall promptly notify the remaining Lenders that each of such Lenders shall have the right, but not the obligation, to acquire a portion of the Commitment, pro rata based upon their relevant Commitment Percentages, of the Affected Lender (or if any of such Lenders does not elect to purchase its pro rata share, then to such remaining Lenders in such proportion as approved by the Agent). In the event that the Lenders do not elect to acquire all of the Affected Lender's Commitment, then the Agent shall endeavor to obtain a new Lender to acquire such remaining Commitment. Upon any such purchase of the Commitment of the Affected Lender, the Affected Lender's interest in the Obligations and its rights hereunder and under the Loan Documents shall terminate at the date of purchase, and the Affected Lender shall promptly execute all documents reasonably requested to surrender and transfer such interest. The purchase price for the Affected Lender's Commitment shall equal any and all amounts outstanding and owed by Borrower to the Affected Lender, including principal and all accrued and unpaid interest or fees.

§4.16 Delay in Requests. Failure or delay on the part of any Lender or Issuing Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or Issuing Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or Issuing Lender pursuant to this Section for any increased costs incurred or reductions suffered more

than nine months prior to the date that such Lender or Issuing Lender, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions, and of such Lender's or Issuing Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

## §5. UNSECURED OBLIGATIONS.

§5.1 Unsecured Obligations. The Lenders have agreed to make the Loans to the Borrower and the Issuing Lender has agreed to issue Letters of Credit for the account of the Borrower on an unsecured basis. Notwithstanding the foregoing, the Obligations shall be guaranteed pursuant to the terms of the Guaranty.

§5.2 Additional Subsidiary Guarantors. In the event that the Borrower shall request that certain Real Estate of a Wholly Owned Subsidiary of the Borrower be included as a Subject Property, the Borrower shall as a condition thereto, in addition to the requirements of §7.16, cause each such Wholly Owned Subsidiary, and each other Wholly Owned Subsidiary of the Borrower which owns, directly or indirectly, Equity Interests in such Wholly Owned Subsidiary (other than an entity which serves only as the general partner of such Wholly Owned Subsidiary and owns no more than one percent (1%) of the Equity Interests thereof), to execute and deliver to Agent a Joinder Agreement, and such Subsidiary shall become a Subsidiary Guarantor hereunder. In addition, in the event any Subsidiary of Parent shall constitute a Material Subsidiary, Borrower and Parent shall cause such Subsidiary, as a condition to such Subsidiary's becoming an obligor or guarantor with respect to such other Recourse Indebtedness described therein, cause each such Subsidiary to execute and deliver to Agent a Joinder Agreement, and such Subsidiary shall become a Subsidiary Guarantor hereunder. Each such Subsidiary shall not be restricted by its respective organizational documents and Applicable Law, from serving as a Guarantor hereunder. The Borrower shall further cause all representations, covenants and agreements in the Loan Documents with respect to the Guarantors to be true and correct with respect to each such Subsidiary or other entity. In connection with the delivery of such Joinder Agreement, the Borrower shall deliver to the Agent such organizational agreements, resolutions, consents, opinions and other documents and instruments as the Agent may reasonably require.

### §5.3 Release of a Subsidiary Guarantor.

(a) The Borrower may request in writing that the Agent release, and upon receipt of such request the Agent shall release (subject to the terms hereof), a Subsidiary Guarantor from the Guaranty so long as: (a) no Default or Event of Default shall then be in existence or would occur as a result of such release or the removal of Real Estate referred to in clause (c) below; (b) the Agent shall have received such written request at least five (5) Business Days prior to the requested date of release; and (c) any Real Estate owned or leased by such Subsidiary Guarantor shall be removed from the Subject Properties in accordance with §7.16 effective as of the date of such release. Delivery by the Borrower to the Agent of any such request for a release shall constitute a representation by the Borrower that the matters set forth in the preceding sentence (both as of the date of the giving of such request and as of the date of the effectiveness of such request) are true and correct with respect to such request. Notwithstanding the foregoing, the foregoing provisions shall not apply to Parent, which may only be released upon the written approval of Agent and all of the Lenders.

(b) Notwithstanding the terms of §5.2 and §5.3(a), from and after any date that Agent first receives written notice from Borrower that Borrower and/or Parent has first obtained an Investment Grade Rating, then subject to the terms of this §5.3(b), each Subsidiary Guarantor which is not a Material Subsidiary shall no longer be required to be a Guarantor, and Agent shall promptly release each such Subsidiary Guarantor (other than any Subsidiary Guarantor which are a Material Subsidiary) from the Guaranty; provided, however that notwithstanding the foregoing, Agent shall not be obligated to release any Subsidiary Guarantor from the Guaranty in the event that a Default or Event of Default shall have occurred and be continuing. In the event that at any time after Borrower and/or Parent obtains an Investment Grade Rating, Borrower and Parent shall no longer have an Investment Grade Rating, Borrower and Parent shall within thirty (30) days after such occurrence cause all such Persons which are required to be a Subsidiary Guarantor pursuant to §5.2 (without regard to this §5.3(b)) but are not then Subsidiary Guarantors hereunder to execute a Joinder Agreement and shall further cause to be satisfied within such thirty (30) day period all of the provisions of §5.2 that would be applicable to the addition of a new Subsidiary Guarantor. In no event shall the provisions of this §5.3(b) entitle Parent to be released from the Guaranty. For the avoidance of doubt, regardless of whether Borrower and/or Parent has an Investment Grade Rating, Borrower and Parent shall be required to cause any Subsidiary of Parent and/or Borrower which at any time constitutes a Material Subsidiary to become a Subsidiary Guarantor by executing a Joinder Agreement and shall comply with the provisions of §5.2 as a condition to such Material Subsidiary becoming an obligor or guarantor of such other Recourse Indebtedness.

## §6. REPRESENTATIONS AND WARRANTIES.

The Borrower represents and warrants to the Agent and the Lenders as follows.

### §6.1 Corporate Authority, Etc.

(a) Incorporation; Good Standing. Parent is a Maryland corporation duly organized pursuant to articles of incorporation filed with the Maryland Secretary of State, and is validly existing and in good standing under the laws of Maryland. Parent conducts its business in a manner which enables it to qualify as a real estate investment trust under, and to be entitled to the benefits of, §856 of the Code, and has elected to be treated as and is entitled to the benefits of a real estate investment trust thereunder. The Borrower is a Delaware limited partnership duly organized pursuant to its certificate of limited partnership filed with the Delaware Secretary of State, and is validly existing and in good standing under the laws of Delaware. The Borrower (i) has all requisite power to own its property and conduct its business as now conducted and as presently contemplated, and (ii) is in good standing and is duly authorized to do business in the jurisdiction of its organization and in each other jurisdiction where a failure to be so qualified in such other jurisdiction has had or could reasonably be expected to have a Material Adverse Effect.

(b) Subsidiaries. Each of the Guarantors and each of the Subsidiaries of the Borrower and Guarantors (including, without limitation, each of the Unencumbered Property Subsidiaries) (i) is a corporation, limited partnership, general partnership, limited liability company or trust duly organized under the laws of its State of organization and is validly existing and in good standing under the laws thereof, (ii) has all requisite power to own its property and conduct its business as now conducted and as presently contemplated and (iii) is in good standing and is duly authorized to do business in each jurisdiction where a Subject Property owned by it is located (to the extent required by Applicable Law) and in each other jurisdiction where a failure to be so qualified could reasonably be expected to have a Material Adverse Effect (and with respect to Subsidiaries of Borrower that are not Guarantors or Unencumbered Property Subsidiaries, except where a failure to comply with §6.1(b)(i), (ii) and (iii) individually or in the aggregate has not had and could not reasonably be expected to have a Material Adverse Effect).

(c) Authorization. The execution, delivery and performance of this Agreement and the other Loan Documents to which any of the Borrower or any Guarantor is a party and the transactions contemplated hereby and thereby (i) are within the authority of such Person, (ii) have been duly authorized by all necessary proceedings on the part of such Person, (iii) do not and will not conflict with or result in any breach or contravention of any provision of law, statute, rule or regulation to which such Person is subject or any judgment, order, writ, injunction, license or permit applicable to such Person, (iv) do not and will not conflict with or constitute a default (whether with the passage of time or the giving of notice, or both) under any provision of the partnership agreement, articles of incorporation or other charter documents or bylaws of, or any material agreement or other instrument binding upon, such Person or any of its properties, (v) do not and will not result in or require the imposition of any lien or other encumbrance on any of the properties, assets or rights of such Person other than the liens and encumbrances in favor of Agent contemplated by this Agreement and the other Loan Documents, and (vi) do not require the approval or consent of any Person other than those already obtained and delivered to Agent.

(d) Enforceability. The execution and delivery of this Agreement and the other Loan Documents to which any of the Borrower or any Guarantor is a party are valid and legally binding obligations of such Person enforceable in accordance with the respective terms and provisions hereof and thereof, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and general principles of equity.

§6.2 Governmental Approvals. The execution, delivery and performance of this Agreement and the other Loan Documents to which the Borrower or any Guarantor is a party and the transactions contemplated hereby and thereby do not require the approval or consent of, or filing or registration with, or the giving of any notice to, any court, department, board, governmental agency or other Governmental Authority other than those already obtained.

§6.3 Title to Properties. Except as indicated on Schedule 6.3 hereto, the Borrower, the Guarantors and their respective Subsidiaries own or lease all of the assets reflected in the consolidated balance sheet of Parent as at the Balance Sheet Date or acquired or leased since that date (except property and assets sold or otherwise disposed of in the ordinary course of business since that date) or other adjustments that are not material in amount, subject to no rights of others, including any mortgages, leases pursuant to which Borrower or any of its Subsidiaries (or, to the best knowledge of Borrower, the Guarantors and their respective Subsidiaries any of their Affiliates) is the lessee, conditional sales agreements, title retention agreements, liens or other encumbrances except Permitted Liens and as to Subsidiaries of Borrower that are not Guarantors, except for such defects as individually or in the aggregate have not had and could not reasonably be expected to have a Material Adverse Effect.

§6.4 Financial Statements. The Borrower has furnished to Agent: (a) the consolidated balance sheet of Parent and its Subsidiaries as of the Balance Sheet Date and the related consolidated statement of income and cash flow for the calendar year then ended, (b) as of the Closing Date, an unaudited statement of Consolidated Net Operating Income for the period ending June 30, 2017 in form and substance reasonably satisfactory in form to the Agent, and (c) certain other financial information relating to the Borrower and the Guarantors. Such balance sheet and statements have been prepared in accordance with generally accepted accounting principles and fairly present the consolidated financial condition of Parent and its Subsidiaries as of such dates and the consolidated results of the operations of Parent and its Subsidiaries for such periods.

§6.5 No Material Changes. Since the Balance Sheet Date or the date of the most recent financial statements delivered pursuant to §7.4, as applicable, there has occurred no materially adverse change in the financial condition or business of the Borrower, Guarantors and their respective Subsidiaries taken as a whole as shown on or reflected in the consolidated balance sheet of the Parent as of the Balance Sheet Date, or its consolidated statement of income or cash flows for the calendar year then ended, other than changes in the ordinary course of business that have not and could not reasonably be expected to have a Material Adverse Effect. As of the date hereof, except as set forth on Schedule 6.5 hereto, there has occurred no materially adverse change in the financial condition, operations or business of any of the Subject Properties from the condition shown on the statements of income delivered to the Agent pursuant to §6.4 other than changes in the ordinary course of business that have not had any materially adverse effect either individually or in the aggregate on the business or financial condition of such Subject Property.

§6.6 Franchises, Patents, Copyrights, Etc. The Borrower, the Guarantors and their respective Subsidiaries possess all franchises, patents, copyrights, trademarks, trade names, service marks, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of their business substantially as now conducted without known conflict with any rights of others except with respect to Subsidiaries of Borrower that are not Guarantors or Unencumbered Property Subsidiaries where such failure individually or in the aggregate has not had and could not reasonably be expected to have a Material Adverse Effect.

§6.7 Litigation. Except as stated on Schedule 6.7 hereto, there are no actions, suits, proceedings or investigations of any kind pending or to the knowledge of the Borrower threatened against the Borrower, any Guarantor or any of their respective Subsidiaries before any court, tribunal, arbitrator, mediator or administrative agency or board which question the validity of this Agreement or any of the other Loan Documents, any action taken or to be taken pursuant hereto or thereto, or which if adversely determined could reasonably be expected to have a

Material Adverse Effect. Except as set forth on Schedule 6.7 hereto, there are no judgments, final orders or awards outstanding against or affecting the Borrower, any Guarantor, any of their respective Subsidiaries or any Subject Property which could reasonably be expected to cause a default under §12.1(j).

§6.8 No Material Adverse Contracts, Etc. None of the Borrower, any Guarantor or any of their respective Subsidiaries is subject to any charter, corporate or other legal restriction, or any judgment, decree, order, rule or regulation that has or is expected in the future to have a Material Adverse Effect. None of the Borrower, any Guarantor or any of their respective Subsidiaries is a party to any contract or agreement that has or could reasonably be expected to have a Material Adverse Effect.

§6.9 Compliance with Other Instruments, Laws, Etc. None of the Borrower, the Guarantors or any of their respective Subsidiaries is in violation of any provision of its charter or other organizational documents, bylaws, or any agreement or instrument to which it is subject or by which it or any of its properties is bound or any decree, order, judgment, statute, license, rule or regulation, in any of the foregoing cases in a manner that has had or could reasonably be expected to have a Material Adverse Effect.

§6.10 Tax Status. Each of the Borrower, the Guarantors and their respective Subsidiaries (a) has made or filed all federal and state income and all other material tax returns, reports and declarations required by any jurisdiction to which it is subject or has obtained an extension for filing, (b) has paid prior to delinquency all taxes and other governmental assessments and charges shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and by appropriate proceedings and (c) has set aside on its books provisions reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers or partners of such Person know of no basis for any such claim. There are no audits pending or to the knowledge of Borrower threatened with respect to any tax returns filed by Borrower, the Guarantors or their respective Subsidiaries. The taxpayer identification number for Parent is 02-0681276, and for the Borrower is 91-2198700. No representation is made in this §6.10 regarding property taxes.

§6.11 No Event of Default. No Default or Event of Default has occurred and is continuing.

§6.12 Investment Company Act. None of the Borrower, the Guarantors or any of their respective Subsidiaries is an “investment company”, or an “affiliated company” or a “principal underwriter” of an “investment company”, as such terms are defined in the Investment Company Act of 1940.

§6.13 Absence of Liens. There are no Liens on any property of the Borrower, any Guarantor, any Unencumbered Property Subsidiary or any of their respective Subsidiaries or rights thereunder except as permitted by §8.2.

§6.14 [Intentionally Omitted].

§6.15 Certain Transactions. Except as disclosed on Schedule 6.15 hereto, none of the partners, officers, trustees, managers, members, directors, or employees of the Borrower, any Guarantor or any of their respective Subsidiaries is, nor shall any such Person become, a party to any transaction with the Borrower, any Guarantor or any of their respective Subsidiaries or Affiliates (other than for services as partners, managers, members, employees, officers and directors), including any agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any partner, officer, trustee, director or such employee or, to the knowledge of the Borrower, any corporation, partnership, trust or other entity in which any partner, officer, trustee, director, or any such employee has a substantial interest or is an officer, director, trustee or partner, which are on terms less favorable to the Borrower, a Guarantor or any of their respective Subsidiaries than those that would be obtained in a comparable arms-length transaction.

§6.16 Employee Benefit Plans. The Borrower, each Guarantor, each Unencumbered Property Subsidiary and each ERISA Affiliate has fulfilled its obligation, if any, under the minimum funding standards of ERISA and the Code with respect to each Employee Benefit Plan, Multiemployer Plan or Guaranteed Pension Plan and is in compliance in all material respects with the presently applicable provisions of ERISA and the Code with respect to each Employee Benefit Plan, Multiemployer Plan or Guaranteed Pension Plan. Neither the Borrower, any Guarantor, any Unencumbered Property Subsidiary nor any ERISA Affiliate has (a) sought a waiver of the minimum funding standard under §412 of the Code in respect of any Employee Benefit Plan, Multiemployer Plan or Guaranteed Pension Plan, (b) failed to make any contribution or payment to any Employee Benefit Plan, Multiemployer Plan or Guaranteed Pension Plan, or made any amendment to any Employee Benefit Plan, Multiemployer Plan or Guaranteed Pension Plan, which has resulted or could reasonably be expected to result in the imposition of a Lien or the posting of a bond or other security under ERISA or the Code, or (c) incurred any liability under Title IV of ERISA other than a liability to the PBGC for premiums under §4007 of ERISA. None of the Subject Properties constitutes a “plan asset” of any Employee Plan, Multiemployer Plan or Guaranteed Pension Plan.

§6.17 Disclosure. All of the representations and warranties made by or on behalf of the Borrower, the Guarantors and their respective Subsidiaries in this Agreement and the other Loan Documents or any document or instrument delivered to the Agent or the Lenders by, or on behalf or at the direction of, the Borrower, any Guarantor or any of their respective Subsidiaries pursuant to or in connection with any of such Loan Documents are true and correct in all material respects, when taken as a whole, and neither the Borrower nor any Guarantor has failed to disclose such information as is necessary to make such representations and warranties not misleading, when taken as a whole. There is no material fact or circumstance that has not been disclosed to the Agent and the Lenders, and the written information, reports and other papers and data with respect to the Borrower, any Subsidiary, any Guarantor or any Subject Property (other than projections and estimates) furnished to the Agent or the Lenders in connection with this Agreement or the obtaining of the Commitments of the Lenders hereunder was, at the time so furnished, complete and correct in all material respects, or has been subsequently supplemented by other written information, reports or other papers or data, to the extent necessary to give in all material respects a true and accurate knowledge of the subject matter in all material respects when taken as a whole; provided that such representation shall not apply to budgets, projections and other forward-looking speculative information prepared in good faith by the Borrower (except to the extent the related assumptions were when made manifestly unreasonable).

§6.18 Place of Business. The principal place of business of the Borrower and each Guarantor is 1521 Westbranch Drive, Suite 200, McLean, Virginia 22102.

§6.19 Regulations T, U and X. No portion of any Loan is to be used for the purpose of purchasing or carrying any “margin security” or “margin stock” as such terms are used in Regulations T, U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. Parts 220, 221 and 224. Neither the Borrower, any Guarantor, nor any Unencumbered Property Subsidiary is engaged, nor will it engage, principally or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any “margin security” or “margin stock” as such terms are used in Regulations T, U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. Parts 220, 221 and 224.

§6.20 Environmental Compliance.

(a) None of the Borrower, the Guarantors, their respective Subsidiaries, nor to the knowledge of the Borrower, the Guarantors and the Unencumbered Property Subsidiaries, any operator of any Real Estate, nor any operations thereon, is in violation, or alleged violation, of any judgment, decree, order, law, license, rule or regulation pertaining to environmental matters, including without limitation, those arising under the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended (“CERCLA”), the Superfund Amendments and Reauthorization Act of 1986, the Federal Clean Water Act, the Federal Clean Air Act, the Toxic Substances Control Act, or any state or local statute, regulation, ordinance, order or decree relating to the environment (hereinafter “Environmental Laws”), which violation (i) involves Real Estate (other than the Subject Properties) and has had or could reasonably be expected to have a Material Adverse Effect or (ii) involves a Subject Property.

(b) Except as set forth on Schedule 6.20(b) hereto, none of the Borrower, the Guarantors nor any of their respective Subsidiaries has received notice from any third party including, without limitation, any federal, state or local Governmental Authority (i) that it has been identified as a potentially responsible party under any Environmental Law or with respect to any hazardous waste, as defined by 42 U.S.C. §9601(5), any hazardous substances as defined by 42 U.S.C. §9601(14), any pollutant or contaminant as defined by 42 U.S.C. §9601(33) or any toxic substances, oil or hazardous materials or other chemicals or substances regulated by any Environmental Laws (“Hazardous Substances”) which it has generated, transported or disposed of or that has been found at any site at which a federal, state or local agency or other third party has conducted or has ordered that the Borrower, any Guarantor or any of their respective Subsidiaries conduct a remedial investigation, removal or other response action pursuant to any Environmental Law; or (ii) that it is or shall be a named party to any claim, action, cause of action, complaint, or legal or administrative proceeding (in each case, contingent or otherwise) arising out of any third party’s incurrence of costs, expenses, losses or damages of any kind whatsoever in connection with the release of Hazardous Substances or violation of Environmental Laws, which in any case (A) involves Real Estate other than the Subject Properties and has had or could reasonably be expected to have a Material Adverse Effect or (B) involves a Subject Property.

(c) (i) No portion of the Real Estate has been used for the handling, processing, storage or disposal of Hazardous Substances except in accordance with applicable Environmental Laws; (ii) no underground tank or other underground storage receptacle for Hazardous Substances is located on any portion of the Real Estate except those which are being operated and maintained in compliance with Environmental Laws; (iii) in the course of any activities conducted by the Borrower, any Guarantor, their respective Subsidiaries or, to the best knowledge and belief of the Borrower, the operators of their properties, no Hazardous Substances have been generated or are being used on the Real Estate except in the ordinary course of business and in accordance with applicable Environmental Laws; (iv) there has been no past or present releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, disposing or dumping (other than the storing of materials in reasonable quantities to the extent necessary for the operation of such property in the ordinary course of business, and in any event in compliance with all Environmental Laws) (a “Release”) or threatened Release of Hazardous Substances on, upon, into or from the Subject Properties, which Release would reasonably be expected to have a material adverse effect on the value of such Subject Property or adjacent properties, or from any other Real Estate; (v) except as set forth on Schedule 6.20(c) hereto, there have been no Releases on, upon, from or into any real property in the vicinity of any of the Real Estate which, through soil or groundwater contamination, may have come to be located on, and which could be reasonably anticipated to have a material adverse effect on the value of, the Real Estate; and (vi) any Hazardous Substances that have been generated on any of the Real Estate have been transported off-site in accordance with all applicable Environmental Laws, except with respect to all of the foregoing in this §6.20(c) as to (A) any Real Estate (other than the Subject Properties) where the foregoing has not had or could not reasonably be expected to have a Material Adverse Effect and (B) any Subject Property.

(d) There has been no claim by any party that any use, operation, or condition of the Real Estate has caused any nuisance or any other liability or adverse condition on any other property which as to any Real Estate other than a Subject Property has had or could reasonably be expected to have a Material Adverse Effect, nor is there any knowledge of any basis for such a claim.

§6.21 Subsidiaries; Organizational Structure. Schedule 6.21 hereto sets forth, as of the date hereof, all of the Subsidiaries of the Parent and its Subsidiaries, the form and jurisdiction of organization of each of the Subsidiaries, and the Parent’s direct and indirect ownership interests therein. Schedule 6.21 hereto sets forth, as of the date hereof, all of the Unconsolidated Affiliates of the Borrower and its Subsidiaries, the form and jurisdiction of organization of each of the Unconsolidated Affiliates, and the Borrower’s or its Subsidiary’s ownership interest therein. Parent has no direct Investment in any Unconsolidated Affiliate. The Trust is the sole general partner of Borrower and, as of the date hereof, Parent owns, directly or indirectly, not less than one hundred percent (100%) of the economic, voting and beneficial interest in Borrower and the Trust.

§6.22 [Intentionally Omitted].

§6.23 Property. All of the Subject Properties are in good condition and working order commensurate with their use and age and free from material defects, subject to ordinary wear and tear. All of the other Real Estate of the Borrower, Guarantors and their respective

Subsidiaries is in good condition and working order commensurate with their age and use, subject to ordinary wear and tear, except where such defects have not had and could not reasonably be expected to have a Material Adverse Effect. The Subject Properties, and the use and operation thereof, are in material compliance with all applicable federal and state law and governmental regulations and any local ordinances, orders or regulations, including without limitation, laws, regulations and ordinances relating to zoning, building codes, subdivision, fire protection, health, safety, handicapped access, historic preservation and protection, wetlands, tidelands, and Environmental Laws. The Subject Properties have adequate access and utility service for the uses for which they are intended. There are no unpaid or outstanding real estate or other taxes or assessments on or against any of the Subject Properties which are payable by the Borrower, any Guarantor or any Unencumbered Property Subsidiary (except only real estate or other taxes or assessments, that are not yet delinquent or are being protested as permitted by this Agreement). There are no unpaid or outstanding real estate or other taxes or assessments on or against any other property of the Borrower, the Guarantors or any of their respective Subsidiaries which are payable by any of such Persons in any material amount (except only real estate or other taxes or assessments, that are not yet delinquent or are being protested as permitted by this Agreement) except where such failure to pay has not had and could not reasonably be expected to have a Material Adverse Effect. As of the date of this Agreement, neither the Borrower, any Guarantor, nor any Unencumbered Property Subsidiary is a party to or has received any notice of any pending eminent domain proceedings against any of the Subject Properties, and to the knowledge of Borrower, Guarantors and the Unencumbered Property Subsidiaries, there are no threatened or contemplated eminent domain proceedings against any of the Subject Properties. As of the date of this Agreement, neither the Borrower, any Guarantor nor any Subsidiary of either of them is a party to or has received any notice of any pending eminent domain proceedings against any Real Estate (other than any Subject Property) of the Borrower, the Guarantors or their respective Subsidiaries or any part thereof, and, to the knowledge of the Borrower, no such proceedings are presently threatened or contemplated by any taking authority which may individually or in the aggregate have any Material Adverse Effect. None of the Subject Properties is now materially damaged as a result of any fire, explosion, accident, flood or other casualty. None of the other property of the Borrower, the Guarantors or their respective Subsidiaries is now damaged as a result of any fire, explosion, accident, flood or other casualty in any manner which individually or in the aggregate has had or could reasonably be expected to have any Material Adverse Effect. Each of the Subject Properties for which a Subsidiary Guarantor or Unencumbered Property Subsidiary maintains insurance complies with the material requirements relating to insurance set forth in the Lease applicable to such Subject Property, and to the knowledge of the Borrower, the Subsidiary Guarantors and the Unencumbered Property Subsidiaries, in the case where a tenant under a Lease is required to maintain insurance with regard to a Subject Property, such tenant maintains insurance that complies with the material requirements relating to insurance set forth in the Lease applicable to such Subject Property. Except as listed on Schedule 6.23 hereto, there are no Management Agreements for any of the Subject Properties. To the best knowledge of the Borrower, the Subsidiary Guarantors and the Unencumbered Property Subsidiaries, there are no material claims or any bases for material claims in respect of any Subject Property or its operation by any party to any Management Agreement.

§6.24 Brokers. Neither the Borrower nor any Guarantor has engaged or otherwise dealt with any broker, finder or similar entity in connection with this Agreement or the Loans contemplated hereunder.

§6.25 Other Debt. As of the date of this Agreement, neither the Borrower nor any Guarantor is in default, nor is any of their respective Subsidiaries (other than the Borrower, a Subsidiary Guarantor or an Unencumbered Property Subsidiary) in default beyond any applicable cure and/or grace period, of the payment of any Indebtedness or the performance of any related agreement, mortgage, deed of trust, security agreement, financing agreement, indenture or lease to which any of them is a party. Neither the Borrower nor any Guarantor is a party to or bound by any agreement, instrument or indenture that may require the subordination in right or time or payment of any of the Obligations to any other indebtedness or obligation of the Borrower or any Guarantor. Schedule 6.25 hereto sets forth all mortgages, deeds of trust, financing agreements or other material agreements binding upon the Borrower and each Guarantor or their respective properties and entered into by the Borrower and/or such Guarantor as of the date of this Agreement with respect to any Indebtedness of the Borrower or any Guarantor in an amount greater than \$2,000,000.00, and the Borrower shall, upon request of the Agent, provide the Agent with true, correct and complete copies thereof.

§6.26 Solvency. As of the Closing Date and after giving effect to the transactions contemplated by this Agreement and the other Loan Documents, including all Loans made or to be made hereunder, neither the Borrower nor any Guarantor is insolvent on a balance sheet basis such that the sum of such Person's assets exceeds the sum of such Person's liabilities, the Borrower and each Guarantor is able to pay its debts as they become due, and the Borrower and each Guarantor has sufficient capital to carry on its business.

§6.27 No Bankruptcy Filing. Neither the Borrower, any Guarantor nor any Unencumbered Property Subsidiary is contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency laws or the liquidation of its assets or property, and the Borrower has no knowledge of any Person contemplating the filing of any such petition against it, any Guarantor or any Unencumbered Property Subsidiary.

§6.28 No Fraudulent Intent. Neither the execution and delivery of this Agreement or any of the other Loan Documents nor the performance of any actions required hereunder or thereunder is being undertaken by the Borrower, any Guarantor or any Unencumbered Property Subsidiary with or as a result of any actual intent by any of such Persons to hinder, delay or defraud any entity to which any of such Persons is now or will hereafter become indebted.

§6.29 Transaction in Best Interests of Borrower; Consideration. The transaction evidenced by this Agreement and the other Loan Documents is in the best interests of the Borrower and each Guarantor. The direct and indirect benefits to inure to the Borrower and the Guarantors pursuant to this Agreement and the other Loan Documents constitute substantially more than "reasonably equivalent value" (as such term is used in §548 of the Bankruptcy Code) and "valuable consideration," "fair value," and "fair consideration" (as such terms are used in any applicable state fraudulent conveyance law), in exchange for the benefits to be provided by the Borrower and the Guarantors pursuant to this Agreement and the other Loan Documents, and but for the willingness of each Guarantor to guaranty the Loan, the Borrower would be unable to obtain the financing contemplated hereunder which financing will enable the Borrower, each Guarantor and their respective Subsidiaries to have available financing to conduct and expand their business.

§6.30 Contribution Agreement. The Borrower and the Guarantors have executed and delivered the Contribution Agreement, and the Contribution Agreement constitutes the valid and legally binding obligations of such parties enforceable against them in accordance with the terms and provisions thereof, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.

§6.31 OFAC. None of the Borrower, any Guarantor nor any Unencumbered Property Subsidiary, nor any of such Persons' respective Subsidiaries, or any of such Persons' respective directors (other than any independent or outside directors), officers, or, to the knowledge of Borrower or Parent, any independent or outside directors, employees, agents, advisors or Affiliates of Borrower or any Guarantor (a) is (or will be) a Person: (i) that is, or is owned or controlled by Persons that are: (x) the subject or target of any Sanctions Laws and Regulations or (y) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions Laws and Regulations, including, without limitation Crimea, Cuba, Iran, North Korea, Sudan and Syria or (ii) with whom any Lender is restricted from doing business under OFAC (including, those Persons named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and (b) is not and shall not engage in any dealings or transactions or otherwise be associated with Person (any such Person, a "Designated Person"). In addition, the Borrower hereby agrees to provide to the Lenders any additional information that a Lender deems reasonably necessary from time to time in order to ensure compliance with all applicable Laws (including, without limitation, any Sanctions Laws and Regulations) concerning money laundering and similar activities. Neither Borrower, any Guarantor, nor any Unencumbered Property Subsidiary, nor any Subsidiary, director (other than any independent or outside directors) or officer of Borrower, any Guarantor or any Unencumbered Property Subsidiary or, to the knowledge of Borrower or Parent, any outside or independent director, Affiliate, agent or employee of Borrower or any Guarantor, has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption or anti-money laundering laws or regulations in any applicable jurisdiction, including without limitation, any Sanctions Laws and Regulations.

§6.32 Subject Properties. Schedule 1.2 hereto is a correct and complete list of all Subject Properties as of the Closing Date. Each of the Subject Properties included by the Borrower in calculation of the compliance of the covenants set forth in §9 satisfies all of the requirements contained in this Agreement for the same to be included therein.

## §7. AFFIRMATIVE COVENANTS.

The Borrower covenants and agrees that, so long as any Loan, Note or Letter of Credit is outstanding or any Lender has any obligation to make any Loans or issue Letters of Credit hereunder:

§7.1 Punctual Payment. The Borrower will duly and punctually pay or cause to be paid the principal and interest on the Loans and all interest and fees provided for in this Agreement, all in accordance with the terms of this Agreement and the Notes, as well as all other sums owing pursuant to the Loan Documents.

§7.2 Maintenance of Office. The Borrower and each Guarantor will maintain its respective chief executive office at 1521 Westbranch Drive, Suite 200, McLean, Virginia 22102, or at such other place in the United States of America as the Borrower or any Guarantor shall designate upon fifteen (15) days prior written notice to the Agent and the Lenders, where notices, presentations and demands to or upon the Borrower or such Guarantor in respect of the Loan Documents may be given or made.

§7.3 Records and Accounts. The Borrower and each Guarantor will (a) keep, and cause each of their respective Subsidiaries to keep true and accurate records and books of account in which full, true and correct entries will be made in accordance with GAAP and (b) maintain adequate accounts and reserves for all taxes (including income taxes), depreciation and amortization of its properties and the properties of their respective Subsidiaries, contingencies and other reserves. Neither the Borrower, any Guarantor nor any of their respective Subsidiaries shall, without the prior written consent of the Required Lenders, (x) make any material change to the accounting policies/principles used by such Person in preparing the financial statements and other information described in §6.4 or §7.4, or (y) change its fiscal year. Agent and the Lenders acknowledge that Parent's and Borrower's fiscal year is a calendar year.

§7.4 Financial Statements, Certificates and Information. Borrower will deliver or cause to be delivered to the Agent with sufficient copies for each of the Lenders:

(a) as soon as available and in any event within ninety (90) days after the end of each calendar year, an audited consolidated balance sheet of the Parent and its Subsidiaries as of the end of such year and the related audited consolidated statements of income, shareholders' equity and cash flows for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all certified by PricewaterhouseCoopers LLP or other independent public accountants of nationally recognized standing, with such certification to be free of exceptions and qualifications not acceptable to the Required Lenders;

(b) as soon as available and in any event within forty-five (45) days after the end of each of the first three (3) calendar quarters of each year, a consolidated balance sheet of the Parent and its Subsidiaries as of the end of such quarter and the related statement of income and statement of cash flows for such quarter and for the portion of the year ended at the end of such quarter, setting forth in each case in comparative form the figures for the corresponding quarter and the corresponding portion of the previous year, all certified (subject to normal year-end adjustments) as to fairness of presentation, GAAP and consistency by the chief financial officer, controller or treasurer of Parent;

(c) simultaneously with the delivery of the financial statements referred to in subsections (a) and (b) above, a statement (a "Compliance Certificate") certified by the chief financial officer or controller of Parent in the form of Exhibit F hereto (or in such other form as the Agent may approve from time to time). Calculations of income, expense and value associated with Real Estate or other Investments

acquired or disposed of during any quarter will be adjusted, where applicable. Parent shall submit with the Compliance Certificate a Unencumbered Asset Certificate in the form of Exhibit E hereto (a “Unencumbered Asset Certificate”) pursuant to which Parent shall calculate the amount of the Unencumbered Asset Availability as of the end of the immediately preceding fiscal quarter, list the Subject Properties and certify that each Subject Property included therein and in the calculation of the Unencumbered Asset Availability satisfies all of the requirements contained in this Agreement for the same to be included therein. The Compliance Certificate shall be accompanied by copies of the statements of Consolidated Net Operating Income for such fiscal quarter for each of the Subject Properties, prepared on a basis consistent with the statements furnished to the Agent prior to the date hereof and otherwise in form and substance reasonably satisfactory to the Agent, together with a certification by the chief financial officer, controller or treasurer of Parent that the information contained in such statement fairly presents in all material respects the Consolidated Net Operating Income for such periods. Such Unencumbered Asset Certificate shall specify whether there are any defaults under leases at a Subject Property;

(d) simultaneously with the delivery of the financial statements referred to in subsections (a) and (b) above, (i) a Rent Roll for each of the Subject Properties, and a combined Rent Roll for all of the Subject Properties and a summary thereof in form satisfactory to Agent as of the end of each calendar quarter (including the fourth calendar quarter in each year) and (ii) an operating statement for each of the Subject Properties for each such quarter and year to date, a consolidated operating statement for the Subject Properties for each such quarter and year to date, and a balance sheet for the Unencumbered Property Subsidiary which owns or leases any Subject Property as at the end of the most recently ended calendar quarter (such statements, balance sheets and reports to be in form reasonably satisfactory to Agent), together with a certification by the chief financial officer, controller or treasurer of Parent that the information contained therein is true, correct and complete in all material respects;

(e) upon the request of the Agent, copies of all financial statements, reports or proxy statements sent to the shareholders of Parent;

(f) upon the request of the Agent, copies of all registration statements (other than the exhibits thereto and any registration statements on Form S-8 or its equivalent) and annual, quarterly, monthly or special (8-K) reports which Parent or Borrower shall file with the SEC; provided that, in the case of annual and quarterly reports on Forms 10-K and 10-Q, respectively, such reports shall be deemed to be delivered hereunder if posted on the Parent’s website;

(g) any notice received by the Borrower, any Guarantor or any Unencumbered Property Subsidiary of any pending, threatened or contemplated eminent domain proceedings against (i) any of the Subject Properties or (ii) any other Real Estate which may, in the case of this clause (ii), individually or in the aggregate have any Material Adverse Effect; and

(h) from time to time such other financial data and information in the possession of the Borrower, each Guarantor or their respective Subsidiaries (including without limitation auditors’ management letters, status of litigation or investigations against the Borrower and any settlement discussions relating thereto, and information as to legal and regulatory changes affecting the Borrower, any Guarantor or any Unencumbered Property Subsidiary) as the Agent or any Lender may reasonably request.

The Borrower shall reasonably cooperate with the Agent in connection with the publication of certain materials and/or information provided by or on behalf of Borrower. Documents required to be delivered pursuant to the Loan Documents shall be delivered by or on behalf of the Borrower to the Agent and the Lenders (collectively, “Information Materials”) pursuant to this Section. Any material to be delivered pursuant to this §7.4 may be delivered electronically directly to Agent and the Lenders provided that such material is in a format reasonably acceptable to Agent, and such material shall be deemed to have been delivered to Agent and the Lenders upon Agent’s receipt thereof. Upon the request of Agent, Borrower and Parent shall deliver paper copies thereof to Agent and the Lenders. Borrower and Guarantors authorize Agent and Arranger to disseminate any such materials, including without limitation the Information Materials through the use of Intralinks, SyndTrak or any other electronic information dissemination system (an “Electronic System”). Any such Electronic System is provided “as is” and “as available.” The Agent and the Arrangers do not warrant the adequacy of any Electronic System and expressly disclaim liability for errors or omissions in any notice, demand, communication, information or other material provided by or on behalf of Borrower that is distributed over or by any such Electronic System (“Communications”). No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by Agent or any Arranger in connection with the Communications or the Electronic System. In no event shall the Agent, any Arranger or any of their directors, officers, employees, agents or attorneys have any liability to the Borrower or the Guarantors, any Lender or any other Person for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Borrower’s, any Guarantors’, the Agent’s or any Arranger’s transmission of Communications through the Electronic System, and the Borrower and the Guarantors release Agent, the Arrangers and the Lenders from any liability in connection therewith, except as to any of the Agent, the Arranger or any Lender for any actual damages (but specifically excluding any special, incidental, consequential or punitive damages) to the extent arising from the Agent’s, the Arranger’s or any such Lender’s own gross negligence or willful misconduct as determined by a court of competent jurisdiction after the exhaustion of all applicable appeal periods. Borrower acknowledges that certain of the Lenders (each, a “Public Lender”) may have personnel who do not wish to receive material non-public information with respect to the Borrower, its Subsidiaries or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market related activities with respect to such Persons’ securities. All of the Information Materials delivered by Borrower hereunder shall be deemed to be private information and shall not be shared with such Public Lenders, except for any Information Materials that are (a) filed with a Governmental Authority and are available to the public, or (b) clearly and conspicuously identified by the Borrower as “PUBLIC”, which, at a minimum, shall mean that the word “PUBLIC” shall appear prominently on the first page thereof. By marking Information Materials “PUBLIC,” the Borrower shall be deemed to have authorized the Agent, the Lenders and the Arrangers to treat such Information Materials as not containing any material non-public information with respect to the Borrower, its Subsidiaries, its Affiliates or their respective securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Information Materials constitute confidential information, they shall be treated as provided in

§18.7). Borrower agrees that (i) all Information Materials marked “PUBLIC” by Borrower are permitted to be made available through a portion of any electronic dissemination system designated “Public Investor” or a similar designation, and (ii) the Agent and the Arrangers shall be entitled to treat any Information Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of any electronic dissemination system not designated “Public Investor” or a similar designation.

#### §7.5 Notices.

(a) Defaults. The Borrower will promptly upon becoming aware of same notify the Agent in writing of the occurrence of any Default or Event of Default, which notice shall describe such occurrence with reasonable specificity and shall state that such notice is a “notice of default”. If any Person shall give any notice or take any other action in respect of a claimed default (whether or not constituting an Event of Default) under this Agreement or under any note, evidence of indebtedness, indenture or other obligation to which or with respect to which the Borrower, any Guarantor or any of their respective Subsidiaries is a party or obligor, whether as principal or surety, and such default would permit the holder of such note or obligation or other evidence of indebtedness to accelerate the maturity thereof, which acceleration would either cause a Default or have a Material Adverse Effect, the Borrower shall forthwith give written notice thereof to the Agent, describing the notice or action and the nature of the claimed default.

(b) Environmental Events. The Borrower will give notice to the Agent within five (5) Business Days of becoming aware of (i) any potential or known Release, or threat of Release, of any Hazardous Substances in violation of any applicable Environmental Law; (ii) any violation of any Environmental Law that the Borrower, any Guarantor or any of their respective Subsidiaries reports in writing (or for which any written report supplemental to any oral report is made) to any federal, state or local environmental agency; or (iii) any inquiry, proceeding, investigation, or other action, including a notice from any agency of potential environmental liability, of any federal, state or local environmental agency or board, that in any case involves (A) any Subject Property or (B) any other Real Estate and could reasonably be expected to have a Material Adverse Effect.

(c) Notice of Litigation and Judgments. The Borrower will give notice to the Agent in writing within five (5) Business Days of becoming aware of any litigation or proceedings threatened in writing or any pending litigation and proceedings affecting the Borrower, any Guarantor or any of their respective Subsidiaries or to which the Borrower, any Guarantor or any of their respective Subsidiaries is or is to become a party involving an uninsured claim against any of the Borrower, any Guarantor or any of their respective Subsidiaries that could either cause a Default or could reasonably be expected to have a Material Adverse Effect and stating the nature and status of such litigation or proceedings. The Borrower and each Guarantor will give notice to the Agent, in writing, in form and detail reasonably satisfactory to the Agent and each of the Lenders, within ten (10) days of any judgment not covered by insurance, whether final or otherwise, against any of the Borrower, any Guarantor or any of their respective Subsidiaries in an amount in excess of \$5,000,000.00.

(d) Notice of Disqualification. Borrower will give notice to the Agent in writing within five (5) Business Days after becoming aware of any failure of any Eligible Real Estate to satisfy the conditions in this Agreement to inclusion within the calculation of the Unencumbered Asset Value.

(e) ERISA. The Borrower will give notice to the Agent within five (5) Business Days after the Borrower or any ERISA Affiliate (i) gives or is required to give notice to the PBGC of any “reportable event” (as defined in §4043 of ERISA) with respect to any Guaranteed Pension Plan, Multiemployer Plan or Employee Benefit Plan, or knows that the plan administrator of any such plan has given or is required to give notice of any such reportable event; (ii) gives a copy of any notice of complete or partial withdrawal liability under Title IV of ERISA; or (iii) receives any notice from the PBGC under Title IV or ERISA of an intent to terminate or appoint a trustee to administer any such plan.

(f) Notices of Default Under Leases. Borrower will give notice to the Agent in writing within five (5) Business Days after Borrower, any Guarantor or any Unencumbered Property Subsidiary (i) receives notice from a tenant under a lease of a Subject Property of a default by the landlord under such lease which default would provide the tenant with an ability to terminate the lease or the right to an abatement of rent thereunder or (ii) delivers a notice to any tenant under a lease of a Subject Property of a payment or other material default by such tenant under its lease.

(g) Notification of Lenders. Within five (5) Business Days after receiving any notice under this §7.5, the Agent will forward a copy thereof to each of the Lenders, together with copies of any certificates or other written information that accompanied such notice.

#### §7.6 Existence; Maintenance of Properties.

(a) The Borrower will preserve and keep in full force and effect its existence as a Delaware limited partnership. Each Guarantor and each Unencumbered Property Subsidiary will preserve and keep in full force and effect its legal existence in the jurisdiction of its incorporation or formation. The Borrower will cause each of its Subsidiaries which is not a Guarantor or an Unencumbered Property Subsidiary to preserve and keep in full force and effect their legal existence in the jurisdiction of its incorporation or formation except where such failure has not had and could not reasonably be expected to have a Material Adverse Effect. The Borrower will preserve and keep in full force all of its rights and franchises and those of its Subsidiaries, the preservation of which is necessary to the conduct of their business (except with respect to Subsidiaries of Borrower that are not Guarantors or Unencumbered Property Subsidiaries, where such failure has not had and could not reasonably be expected to have a Material Adverse Effect). Parent shall at all times comply with all requirements and applicable laws and regulations necessary to maintain REIT Status and shall continue to receive REIT Status. The common stock of Parent shall at all times be listed for trading and be traded on NASDAQ, the New York Stock Exchange or another nationally recognized exchange unless otherwise consented to by the Required Lenders. The Borrower shall continue to own directly or indirectly one hundred percent (100%) of the Subsidiary Guarantors and the Unencumbered Property Subsidiaries.

(b) The Borrower (i) will cause all of its properties and those of its Subsidiaries used or useful in the conduct of its business or the business of its Subsidiaries to be maintained and kept in good condition, repair and working order (ordinary wear and tear and damage by casualty excepted) and supplied with all necessary equipment, and (ii) will cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof in all cases in which the failure so to do would have a material adverse effect on the condition of any Subject Property or would cause a Material Adverse Effect.

§7.7 Insurance. The Borrower, Parent and their respective Subsidiaries (as applicable) will procure and maintain or cause to be procured and maintained insurance covering the Borrower, Parent and their respective Subsidiaries (as applicable) and the Real Estate in such amounts and against such risks and casualties as are customary for properties of similar character and location, due regard being given to the type of improvements thereon, their construction, location, use and occupancy; it being understood and agreed that the foregoing shall not modify any obligation of a tenant under a Lease with regard to the placement and maintenance of insurance.

§7.8 Taxes; Liens. The Borrower and the Guarantors will, and will cause their respective Subsidiaries to, duly pay and discharge, or cause to be paid and discharged, before the same shall become delinquent, all taxes, assessments and other governmental charges imposed upon them or upon the Subject Properties or the other Real Estate (where, as to any Real Estate other than the Subject Properties, the failure to pay or discharge any such taxes, assessments or other charges could be reasonably expected to result in a Material Adverse Effect), sales and activities, or any part thereof, or upon the income or profits therefrom as well as all claims for labor, materials or supplies that if unpaid might by law become a lien or charge upon any of its property or other Liens affecting any property of Borrower, the Guarantors or their respective Subsidiaries, provided that any such tax, assessment, charge or levy or claim need not be paid if the validity or amount thereof shall currently be contested in good faith by appropriate proceedings by Borrower, the Guarantors, their respective Subsidiaries or a tenant which shall suspend the collection thereof with respect to such property, and neither such property nor any portion thereof or interest therein would be in any danger of sale, forfeiture or loss by reason of such proceeding; and provided, further, that forthwith upon the commencement of proceedings to foreclose any lien that may have attached as security therefor, the Borrower, any such Guarantor, any such Subsidiary or a tenant either (i) will provide a bond issued by a surety reasonably acceptable to the Agent or other collateral satisfactory to Agent and sufficient to stay all such proceedings or (ii) if no such bond or other collateral is provided, will pay each such tax, assessment, charge or levy.

§7.9 Inspection of Properties and Books. The Borrower and the Guarantors will, and will cause their respective Subsidiaries to, permit the Agent and the Lenders, at the Borrower's expense and upon reasonable prior notice, to visit and inspect any of the properties of the Borrower, each Guarantor or any of their respective Subsidiaries (subject to the rights of tenants and with the understanding that any visit to or inspection of any Real Estate that is not a Subject Property shall be undertaken for purposes of evaluating such Real Estate as it pertains to the Parent's or the Borrower's direct or indirect equity interest therein), to examine the books of account of the Borrower, each Guarantor and their respective Subsidiaries (and to make copies thereof and extracts therefrom) and to discuss the affairs, finances and accounts of the Borrower, any Guarantor and their respective Subsidiaries with, and to be advised as to the same by, their respective officers, all at such reasonable times and intervals as the Agent or any Lender may reasonably request, provided that so long as no Default or Event of Default shall have occurred and be continuing, the Borrower shall not be required to pay for such visits and inspections more often than once in any twelve (12) month period. In the event that the Agent or a Lender shall visit and inspect a property of a Subsidiary of Borrower which is not a Guarantor or an Unencumbered Property Subsidiary, such visit and inspection shall be made with a representative of Borrower (and Borrower agrees to use reasonable efforts to make such representative available). The Lenders shall use good faith efforts to coordinate such visits and inspections so as to minimize the interference with and disruption to the normal business operations of the Borrower, the Guarantors, their respective Subsidiaries and any tenants.

§7.10 Compliance with Laws, Contracts, Licenses, and Permits. The Borrower and the Guarantors will, and will cause each of their respective Subsidiaries to, comply in all respects with (i) all Applicable Laws now or hereafter in effect wherever its business is conducted, including all Environmental Laws, (ii) the provisions of its corporate charter, partnership agreement, limited liability company agreement or declaration of trust, as the case may be, and other charter documents and bylaws, (iii) all agreements and instruments to which it is a party or by which it or any of its properties may be bound, (iv) all applicable decrees, orders, and judgments, and (v) all licenses and permits required by Applicable Laws for the conduct of its business or the ownership, use or operation of its properties, except where a failure to so comply with any of clauses (i) through (v) could not reasonably be expected to have a Material Adverse Effect. Borrower shall develop and implement such programs, policies and procedures as are necessary to comply with the Patriot Act and shall promptly advise Agent in writing in the event that Borrower shall determine that any investors in Borrower are in violation of such act.

§7.11 Further Assurances. The Borrower and each Guarantor will cooperate with the Agent and the Lenders and execute such further instruments and documents as the Lenders or the Agent shall reasonably request to carry out to their satisfaction the transactions contemplated by this Agreement and the other Loan Documents.

§7.12 Limiting Agreements.

(a) Neither the Borrower, the Guarantors nor any of their respective Subsidiaries shall enter into, any agreement, instrument or transaction which has or may have the effect of prohibiting or limiting the Borrower's, the Guarantors' or any of their respective Subsidiaries' ability to pledge to Agent any Subject Property as security for the Obligations. The Borrower shall take, and shall cause the Guarantors and their respective Subsidiaries to take, such actions as are necessary to preserve the right and ability of the Borrower, the Guarantors and their respective Subsidiaries to pledge the Subject Properties as security for the Obligations without any such pledge after the date hereof causing or permitting the acceleration (after the giving of notice or the passage of time, or otherwise) of any other Indebtedness of the Borrower, the Guarantors or any of their respective Subsidiaries.

(b) The Borrower shall, upon demand, provide to the Agent such evidence as the Agent may reasonably require to evidence compliance with this §7.12, which evidence shall include, without limitation, copies of any agreements or instruments which would in any way restrict or limit the Borrower's, any Guarantor's or any Subsidiary's ability to pledge Subject Properties as security for Indebtedness, or which

provide for the occurrence of a default (after the giving of notice or the passage of time, or otherwise) if Subject Properties are pledged in the future as security for Indebtedness of the Borrower or any Guarantor.

§7.13 Business Operations. The Borrower, the Guarantors and their respective Subsidiaries shall operate their respective businesses in substantially the same manner and in substantially the same fields and lines of business as such business is now conducted and such other lines of business which are reasonably related or incidental thereto, and in compliance with the terms and conditions of this Agreement and the Loan Documents. Borrower will not, and will not permit any Subsidiary to, directly or indirectly, engage in any line of business other than the ownership, operation, development and sale of office, industrial, manufacturing, retail, distribution, medical/healthcare, data center or flex properties (or Mortgage Receivables, Second Lien Mortgage Receivables or Mezzanine Loans secured by such properties or an interest therein) and businesses reasonably related or incidental thereof.

§7.14 Distributions of Income to the Borrower. The Borrower shall cause all of its Subsidiaries (subject to the terms of any loan documents under which such Subsidiary is the borrower) to promptly distribute to the Borrower (but not less frequently than once each calendar quarter, unless otherwise approved by the Agent), whether in the form of dividends, distributions or otherwise, all profits, proceeds or other income relating to or arising from its Subsidiaries' use, operation, financing, refinancing, sale or other disposition of their respective assets and properties after (a) the payment of reasonable and customary fees and expenses (including brokerage commissions) incurred in connection with such refinancing, sale or other disposition, (b) all money, contractually committed to replace assets with assets performing the same or similar functions, (c) the payment by each Subsidiary of its debt service, operating expenses, capital improvements and leasing commissions for such quarter and (d) the establishment of reasonable reserves for the payment of operating expenses not paid on at least a quarterly basis, for the payment of leasing commissions and for capital improvements and tenant improvements to be made to such Subsidiary's assets and properties approved by such Subsidiary in the course of its business consistent with its past practices, and any other reserves reasonably prudent in the business judgment of such Subsidiary so long as such reserves are reasonable and expected to be utilized within six (6) months of the date such reserve is established or funded.

§7.15 Plan Assets. The Borrower will do, or cause to be done, all things necessary to ensure that none of the Subject Properties will be deemed to be Plan Assets at any time.

§7.16 Unencumbered Properties.

(a) The Eligible Real Estate included in the calculation of the Unencumbered Asset Value shall at all times satisfy all of the following conditions:

(i) the Eligible Real Estate shall be owned one hundred percent (100%) in fee simple or leased under a ground lease acceptable to Agent in its reasonable discretion by a Wholly-Owned Subsidiary of Borrower, in each case free and clear of all Liens other than the Liens permitted in §8.2(i) and (iv), and such Eligible Real Estate shall not have applicable to it any restriction on the sale, pledge, transfer, mortgage or assignment of such property (including any restrictions contained in any applicable organizational documents and excluding any right of first offer/refusal or purchase option as set forth in the leases provided to the Agent);

(ii) none of the Eligible Real Estate shall have any material title, survey, environmental, structural or other defects that would give rise to a materially adverse effect as to the value, use of or ability to sell or refinance such property;

(iii) the only asset of such Subsidiary shall be Eligible Real Estate included in the calculation of the Unencumbered Asset Value and related fixtures and personal property;

(iv) each Eligible Real Estate is and shall be at least eighty percent (80%) leased (based on Net Rentable Area) to one or more tenants which are an Eligible Tenant;

(v) no more than ten percent (10%) of the total Unencumbered Asset Value shall be attributable to Real Estate which is vacant (for example, such tenant is no longer conducting business from such property); provided that a failure to satisfy the requirements of this clause (v) shall not result in any Real Estate not being included as a Subject Property, but any such Unencumbered Asset Value in excess of such limitation being excluded for purposes of calculating Unencumbered Asset Value and the Unencumbered Net Operating Income corresponding thereto shall be similarly excluded);

(vi) the Borrower shall have delivered to the Agent (A) a written request to include such Eligible Real Estate in the calculation of the Unencumbered Asset Value, (B) a physical description of such Eligible Real Estate, (C) a current Rent Roll and current operating statements for such Eligible Real Estate, (D) a certification as to the matters covered under §7.16(a)(i)-(v), and (E) such other information as the Agent may reasonably require with respect to such Eligible Real Estate, including any information reasonably required by the Agent to determine compliance with this §7.16 (collectively, the "Eligible Real Estate Qualification Documents"); and

(vii) such Eligible Real Estate has not been removed from the calculation of the Unencumbered Asset Value pursuant to §7.16(b), §7.16(c) or §7.16(d).

(b) In the event that all or any material portion of any Eligible Real Estate included in the calculation of the Unencumbered Asset Value shall be damaged in any material respect or taken by condemnation, then such property shall no longer be included in the calculation of the Unencumbered Asset Value unless and until (i) any damage to such real estate is repaired or restored, such real estate becomes fully operational and the Agent shall receive evidence satisfactory to the Agent of the value of such real estate following such repair or restoration (both at such time and prospectively) or (ii) Agent shall receive evidence satisfactory to the Agent that the value of such real estate (both at such time and prospectively) shall not be materially adversely affected by such damage or condemnation. In the event that such

damage or condemnation only partially affects such Eligible Real Estate included in the calculation of the Unencumbered Asset Value, then the Required Lenders may in good faith reduce the Unencumbered Asset Value attributable thereto based on such damage until such time as the Required Lenders receive evidence satisfactory to the Required Lenders that the value of such real estate (both at such time and prospectively) shall no longer be materially adversely affected by such damage or condemnation.

(c) Upon any asset ceasing to qualify to be included in the calculation of the Unencumbered Asset Value, such asset shall no longer be included in the calculation of the Unencumbered Asset Value unless otherwise approved in writing by the Required Lenders. Within five (5) Business Days after becoming aware of any such disqualification, the Borrower shall deliver to the Agent a certificate reflecting such disqualification, together with the identity of the disqualified asset, a statement as to whether any Default or Event of Default arises as a result of such disqualification, and a calculation of the Unencumbered Asset Value attributable to such asset. Simultaneously with the delivery of the items required pursuant above, the Borrower shall deliver to the Agent an updated Unencumbered Asset Certificate demonstrating, after giving effect to such removal or disqualification, compliance with the conditions and covenants contained in this §7.16 and §§9.2, 9.3 and 9.4.

(d) In addition, the Borrower may voluntarily remove any Real Estate from the calculation of the Unencumbered Asset Value by delivering to the Agent, no later than five (5) Business Days prior to date on which such removal is to be effected, notice of such removal, together with a statement that no Default or Event of Default then exists or would, upon the occurrence of such event or with passage of time, result from such removal, the identity of the Subject Property being removed. Simultaneously with the delivery of the items required above, the Borrower shall deliver to the Agent a pro forma Compliance Certificate and Unencumbered Asset Certificate demonstrating, after giving effect to such removal or disqualification, compliance with the covenants contained in this §7.16 and §§9.2, 9.3 and 9.4.

(e) The Agent shall promptly notify the Lenders of the addition or removal of any Real Estate from the calculation of the Unencumbered Asset Value.

#### §7.17 Sanctions Laws and Regulations.

(a) The Borrower shall not, directly or, to the knowledge of Borrower or Parent, indirectly, use the proceeds of the Loans or Letters of Credit, or lend, contribute or otherwise make available such proceeds to any Subsidiary, Unconsolidated Affiliate or other Person (i) to fund any activities or business of or with any Designated Person, or in any country or territory, that at the time of such funding is itself the subject of territorial sanctions under applicable Sanctions Laws and Regulations, or (ii) in any manner that would result in a violation of applicable Sanctions Laws and Regulations or applicable anti-bribery, anti-corruption or anti-money laundering laws or regulations in any applicable jurisdiction by any party to this Agreement.

(b) None of the funds or assets of the Borrower or any Guarantor that are used to pay any amount due pursuant to this Agreement shall constitute funds obtained from transactions with or relating to Designated Persons or countries which are themselves the subject of territorial sanctions under applicable Sanctions Laws and Regulations.

#### §8. NEGATIVE COVENANTS.

The Borrower covenants and agrees that, so long as any Loan, Note or Letter of Credit is outstanding or any of the Lenders has any obligation to make any Loans or issue any Letter of Credit hereunder:

§8.1 Restrictions on Indebtedness. The Borrower will not, and will not permit its respective Subsidiaries or any of the Guarantors to, create, incur, assume, guarantee or be or remain liable, contingently or otherwise, with respect to any Indebtedness other than:

(a) Indebtedness to the Lenders arising under any of the Loan Documents;

(b) current liabilities of the Borrower, the Guarantors or their respective Subsidiaries incurred in the ordinary course of business but not incurred through (i) the borrowing of money, or (ii) the obtaining of credit except for credit on an open account basis customarily extended and in fact extended in connection with normal purchases of goods and services;

(c) Indebtedness in respect of taxes, assessments, governmental charges or levies and claims for labor, materials and supplies to the extent that payment therefor shall not at the time be required to be made in accordance with the provisions of §7.8;

(d) Indebtedness in respect of judgments only to the extent, for the period and for an amount not resulting in a Default;

(e) endorsements for collection, deposit or negotiation and warranties of products or services, in each case incurred in the ordinary course of business;

(f) subject to the provisions of §9, Recourse Indebtedness which is Secured Debt, provided that the aggregate amount of such Recourse Indebtedness which is Secured Debt outstanding at any one time (not including the Loans or Letter of Credit Liabilities to the extent the same shall at any time constitute Recourse Indebtedness which is Secured Debt) shall not exceed seven and one-half percent (7.5%) of Consolidated Total Asset Value (provided that the aggregate amount of such Recourse Indebtedness which is Secured Debt outstanding at any one time may exceed such limit by an additional two and one-half percent (2.5%) of Consolidated Total Asset Value (for a total of ten percent (10.0%) of Consolidated Total Asset Value) so long as any such excess consists solely of Equity Pledge Secured Debt permitted by §8.1(i) below);

(g) Non-Recourse Indebtedness of Subsidiaries of Parent (other than any Subsidiaries of Borrower that directly or indirectly own or lease a Subject Property);

(h) Non-Recourse Indebtedness of Borrower or a Guarantor constituting purchase money indebtedness or incurred in connection with equipment financing, not to exceed \$4,000,000.00 in the aggregate outstanding at any time;

(i) Equity Pledge Secured Debt of Parent or a Subsidiary of Parent, provided that the aggregate amount of Consolidated Total Equity Pledge Secured Debt (not including the Loans or Letter of Credit Liabilities to the extent the same shall at any time constitute Equity Pledge Secured Debt) outstanding at any one time shall not exceed ten percent (10.0%) of Consolidated Total Asset Value;

(j) subject to the provisions of §9, Unsecured Debt which is pari passu with the Indebtedness described in clause (a) above, provided, that, unless the Borrower and/or Parent has obtained an Investment Grade Rating, the aggregate amount of such Unsecured Debt outstanding at any one time shall not exceed twelve and one-half percent (12.5%) of Consolidated Total Asset Value; provided, further, that if after obtaining an Investment Grade Rating, Borrower and/or Parent shall lose such Investment Grade Rating, the foregoing limitation shall be reinstated one hundred twenty (120) days after Borrower and/or Parent receive notification of the loss of such Investment Grade Rating; and

(k) Trust Preferred Equity.

Notwithstanding anything in this Agreement to the contrary, (i) none of the Indebtedness described in §8.1(f), (g), (i) or (j) above shall have any of the Subject Properties or any interest therein or any direct or indirect ownership interest in any Unencumbered Property Subsidiary as collateral for such Indebtedness and (ii) none of the Subsidiaries of Borrower which directly or indirectly own or lease a Subject Property (including, without limitation, any Unencumbered Property Subsidiary) shall create, incur, assume, guarantee or be or remain liable, contingently or otherwise, with respect to any Indebtedness (including, without limitation, pursuant to any conditional or limited guaranty or indemnity agreement creating liability with respect to usual and customary exclusions from the non-recourse limitations governing the Non-Recourse Indebtedness of any Person, or otherwise) other than Indebtedness described in §§8.1(a)-(e) above or Indebtedness in connection with a guaranty of Unsecured Debt permitted by this Agreement.

§8.2 Restrictions on Liens, Etc. The Borrower will not, and will not permit its Subsidiaries (including, without limitation, the Unencumbered Property Subsidiaries) or any of the Guarantors to (a) create or incur or suffer to be created or incurred or to exist any lien, security title, encumbrance, mortgage, pledge, negative pledge, charge, restriction or other security interest of any kind upon any of their respective property or assets of any character whether now owned or hereafter acquired, or upon the income or profits therefrom; (b) transfer any of their property or assets or the income or profits therefrom for the purpose of subjecting the same to the payment of Indebtedness or performance of any other obligation in priority to payment of its general creditors; (c) acquire, or agree or have an option to acquire, any property or assets upon conditional sale or other title retention or purchase money security agreement, device or arrangement; (d) suffer to exist for a period of more than thirty (30) days after the same shall have been incurred any Indebtedness or claim or demand against any of them that if unpaid could by law or upon bankruptcy or insolvency, or otherwise, be given any priority whatsoever over any of their general creditors; (e) assign, pledge or otherwise transfer as part of a financing transaction any accounts, contract rights, general intangibles, chattel paper or instruments, with or without recourse; or (f) incur or maintain any obligation to any holder of Indebtedness of any of such Persons which prohibits the creation or maintenance of any lien securing the Obligations (collectively, "Liens"); provided that notwithstanding anything to the contrary contained herein, the Borrower and any such Subsidiary or Guarantor may create or incur or suffer to be created or incurred or to exist:

(i) Liens on properties to secure taxes, assessments and other governmental charges (excluding any Lien imposed pursuant to any of the provisions of ERISA or pursuant to any Environmental Laws) or claims for labor, material or supplies in respect of obligations not then delinquent or which are being contested as provided in this Agreement;

(ii) Liens on assets other than (A) Subject Properties or (B) any direct or indirect interest of Borrower or any Subsidiary of Borrower in any Unencumbered Property Subsidiary in respect of judgments permitted by §8.1(d);

(iii) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance, old age pensions or other social security obligations;

(iv) Liens and encumbrances reflected in the owner's title policies issued to the Subsidiary Guarantors or Unencumbered Property Subsidiaries upon acquisition of the Subject Properties and other encumbrances on properties consisting of easements, rights of way, zoning restrictions, leases and other occupancy agreements, restrictions on the use of real property and defects and irregularities in the title thereto, landlord's or lessor's liens under leases to which the Borrower, a Guarantor, an Unencumbered Property Subsidiary or a Subsidiary of any such Person is a party, and other minor non-monetary liens or encumbrances none of which interferes materially with the use of the property affected in the ordinary conduct of the business of the Borrower, the Guarantors or their Subsidiaries, which defects do not individually or in the aggregate have a materially adverse effect on the business of the Borrower, any Guarantor or any Unencumbered Property Subsidiary individually or on any Subject Property;

(v) Liens on properties or interests therein (but excluding (A) Subject Properties or (B) any direct or indirect interest of the Borrower, any Guarantor or any of their respective Subsidiaries in any Unencumbered Property Subsidiary) to secure Indebtedness permitted by §8.1(f), §8.1(i) or Non-Recourse Indebtedness of Subsidiaries of Parent permitted by §8.1(g);

(vi) Liens on properties or interests therein to secure Indebtedness permitted by §8.1(h); and

(vii) Liens in favor of the Agent and the Lenders under the Loan Documents to secure the Obligations.

Notwithstanding anything in this Agreement to the contrary, no Subsidiary of Borrower which directly or indirectly owns or leases an Unencumbered Pool Asset (including, without limitation, an Unencumbered Property Subsidiary) shall create or incur or suffer to be created or incurred or to exist any Lien other than Liens contemplated in §§8.2(i), (iv) and (vii).

§8.3 Restrictions on Investments. Neither the Borrower nor the Parent will, nor will either of them permit any of its Subsidiaries to, make or permit to exist or to remain outstanding any Investment except Investments in:

(a) marketable direct or guaranteed obligations of the United States of America that mature within one (1) year from the date of purchase by the Borrower or its Subsidiary;

(b) marketable direct obligations of any of the following: Federal Home Loan Mortgage Corporation, Student Loan Marketing Association, Federal Home Loan Banks, Federal National Mortgage Association, Government National Mortgage Association, Bank for Cooperatives, Federal Intermediate Credit Banks, Federal Financing Banks, Export-Import Bank of the United States, Federal Land Banks, or any other agency or instrumentality of the United States of America;

(c) demand deposits, certificates of deposit, bankers acceptances and time deposits of United States banks having total assets in excess of \$100,000,000.00; provided, however, that the aggregate amount at any time so invested with any single bank having total assets of less than \$1,000,000,000.00 will not exceed \$200,000.00;

(d) securities commonly known as “commercial paper” issued by a corporation organized and existing under the laws of the United States of America or any State which at the time of purchase are rated by Moody’s Investors Service, Inc. or by Standard & Poor’s Corporation at not less than “P 1” if then rated by Moody’s Investors Service, Inc., and not less than “A 1”, if then rated by Standard & Poor’s Corporation;

(e) mortgage-backed securities guaranteed by the Government National Mortgage Association, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and other mortgage-backed bonds which at the time of purchase are rated by Moody’s Investors Service, Inc. or by Standard & Poor’s Corporation at not less than “Aa” if then rated by Moody’s Investors Service, Inc. and not less than “AA” if then rated by Standard & Poor’s Corporation;

(f) repurchase agreements having a term not greater than ninety (90) days and fully secured by securities described in the foregoing subsection (a), (b) or (e) with banks described in the foregoing subsection (c) or with financial institutions or other corporations having total assets in excess of \$500,000,000.00;

(g) shares of so-called “money market funds” registered with the SEC under the Investment Company Act of 1940 which maintain a level per-share value, invest principally in investments described in the foregoing subsections (a) through (f) and have total assets in excess of \$50,000,000.00;

(h) the acquisition of fee interests by the Borrower or its Subsidiaries in (i) Real Estate which is utilized for income-producing office, industrial, manufacturing, distribution, retail, medical/healthcare, data center and flex properties located in the continental United States or the District of Columbia and businesses and investments incidental thereto, and (ii) subject to the restrictions set forth in this §8.3, the acquisition of Land Assets to be developed for the foregoing purposes;

(i) Subsidiaries that are directly or indirectly one hundred percent (100%) owned by the Borrower or Parent;

(j) Land Assets, provided that the aggregate Investment therein shall not exceed five percent (5%) of Consolidated Total Asset Value;

(k) Mortgage Receivables secured by properties of the type described in §8.3(h)(i), provided that the aggregate Investment therein shall not exceed five percent (5%) of Consolidated Total Asset Value;

(l) in non-wholly owned Subsidiaries, Consolidated Affiliates and Unconsolidated Affiliates, provided that the aggregate Investment therein shall not exceed twenty percent (20%) of Consolidated Total Asset Value;

(m) Construction in Progress for properties of the type described in §8.3(h)(i), provided that the aggregate construction and development budget for Construction in Progress (including land) shall not exceed ten percent (10%) of Consolidated Total Asset Value; and

(n) Second Lien Mortgage Receivables and Mezzanine Loans, provided that the aggregate Investment therein shall not exceed two and one-half percent (2.5%) of Consolidated Total Asset Value.

Notwithstanding the foregoing, in no event shall the aggregate value of the holdings of the Borrower, any Guarantor and their Subsidiaries in the Investments described in §8.3(j)-(n) exceed thirty-five percent (35%) of Consolidated Total Asset Value at any time. For the purposes of this §8.3, a property shall be considered Construction in Progress until the issuance of a permanent certificate of occupancy for such property or phase thereof.

For the purposes of this §8.3, the Investment of the Borrower, any Guarantor or their Subsidiaries in any Unconsolidated Affiliates will equal (without duplication) the sum of (i) such Person’s pro rata share of Construction in Progress of their Unconsolidated Affiliates, plus (ii) such Person’s pro rata share of their Unconsolidated Affiliate’s Investment in Land Assets; plus (iii) such Person’s pro rata share of any other Investments valued at the lower of GAAP book value or market value.

§8.4 Merger, Consolidation. Neither the Borrower nor Parent will, nor will Borrower or Parent permit any of their respective Subsidiaries to, become a party to any dissolution, liquidation, disposition of all or substantially all of its assets or business, merger, reorganization, consolidation or other business combination or agree to effect any asset acquisition, stock acquisition or other acquisition

individually or in a series of transactions which may have a similar effect as any of the foregoing, in each case without the prior written consent of the Required Lenders except for (i) the merger or consolidation of one or more of the Subsidiaries of Borrower with and into the Borrower (it being understood and agreed that in any such event the Borrower will be the surviving Person) and (ii) the merger or consolidation of two or more Subsidiaries of the Borrower. Nothing in this §8.4 shall prohibit the issuance by Borrower of partnership interests in itself in connection with the acquisition of Real Estate in the ordinary course of business, or the dissolution of a Subsidiary which has disposed of its assets in accordance with this Agreement. A Subsidiary of Borrower may sell all of its assets (and may effectuate such sale by merger or consolidation with another Person, with such other Person being the surviving entity) subject to compliance with the terms of this Agreement (including without limitation §5.3 and §8.8), and after any such permitted sale, may dissolve.

§8.5 Sale and Leaseback. The Borrower will not, and will not permit its Subsidiaries, to enter into any arrangement, directly or indirectly, whereby the Borrower or any such Subsidiary shall sell or transfer any Real Estate owned by it in order that then or thereafter the Borrower or any such Subsidiary shall lease back such Real Estate (such arrangement a "Sale/Leaseback") without the prior written consent of Agent, such consent not to be unreasonably withheld; provided that no consent of Agent or the Lenders shall be needed for any Sale/Leaseback so long as the Sale/Leaseback Amount of such Sale/Leaseback and all prior Sale/Leasebacks consummated (i) during the period commencing on the Closing Date and expiring on the Term Loan Maturity Date and (ii) during the term of the Original Credit Agreement does not exceed \$30,000,000.00 in the aggregate. For purposes of this §8.5, the "Sale/Leaseback Amount" of any Sale/Leaseback shall mean an amount equal to the Consolidated Net Operating Income of the Real Estate that is the subject of such Sale/Leaseback for the prior two (2) full fiscal quarters annualized divided by the applicable Capitalization Rate.

§8.6 Compliance with Environmental Laws. Neither the Borrower nor Parent will, nor will either of them permit any of its respective Subsidiaries or any other Person to, do any of the following: (a) use any of the Real Estate or any portion thereof as a facility for the handling, processing, storage or disposal of Hazardous Substances, except for small quantities of Hazardous Substances used in the ordinary course of business and in material compliance with all applicable Environmental Laws, (b) cause or permit to be located on any of the Real Estate any underground tank or other underground storage receptacle for Hazardous Substances except in compliance with Environmental Laws, (c) generate any Hazardous Substances on any of the Real Estate except in compliance with Environmental Laws, (d) conduct any activity at any Real Estate or use any Real Estate in any manner that could reasonably be contemplated to cause a Release of Hazardous Substances on, upon or into the Real Estate or any surrounding properties or any threatened Release of Hazardous Substances which could reasonably be expected to give rise to liability under CERCLA or any other Environmental Law, or (e) directly or indirectly transport or arrange for the transport of any Hazardous Substances (except in compliance with all Environmental Laws), except, with respect to any Real Estate other than a Subject Property, where any such use, generation, conduct or other activity has not had and could not reasonably be expected to have a Material Adverse Effect.

The Borrower shall, and shall cause the Subsidiary Guarantors and the Unencumbered Property Subsidiaries to:

(i) in the event of any change in Environmental Laws governing the assessment, release or removal of Hazardous Substances, take all reasonable action (including, without limitation, the conducting of engineering tests at the sole expense of the Borrower) to confirm that no Hazardous Substances are or ever were Released or disposed of on the Subject Properties in violation of applicable Environmental Laws; and

(ii) if any Release or disposal of Hazardous Substances which any Person may be legally obligated to contain, correct or otherwise remediate or which may otherwise expose it to liability shall occur or shall have occurred on the Subject Properties (including without limitation any such Release or disposal occurring prior to the acquisition or leasing of such Subject Property by the Borrower or any Unencumbered Property Subsidiary), the Borrower shall, after obtaining knowledge thereof, cause the prompt containment and removal of such Hazardous Substances and remediation of the Subject Property in full compliance with all applicable Environmental Laws; provided, that each of the Borrower, the Subsidiary Guarantors and the Unencumbered Property Subsidiaries shall be deemed to be in compliance with Environmental Laws for the purpose of this clause (ii) so long as it or a responsible third party with sufficient financial resources is taking reasonable action to remediate or manage any event of noncompliance to the reasonable satisfaction of the Agent and no action shall have been commenced by any enforcement agency. The Agent may engage its own environmental consultant to review the environmental assessments and the compliance with the covenants contained herein.

At any time after an Event of Default shall have occurred hereunder the Agent may at its election (and will at the request of the Required Lenders) obtain such environmental assessments of any or all of the Subject Properties prepared by an environmental consultant reasonably acceptable to the Agent as may be necessary or advisable for the purpose of evaluating or confirming (i) whether any Hazardous Substances are present in the soil or water at or adjacent to any such Subject Property and (ii) whether the use and operation of any such Subject Property complies with all Environmental Laws to the extent required by the Loan Documents. Additionally, at any time that the Agent or the Required Lenders shall have reasonable grounds to believe that a Release or threatened Release of Hazardous Substances which any Person may be legally obligated to contain, correct or otherwise remediate or which otherwise may expose such Person to liability may have occurred, relating to any Subject Property, or that any of the Subject Property is not in compliance with Environmental Laws to the extent required by the Loan Documents, Borrower shall promptly upon the request of Agent obtain and deliver to Agent such environmental assessments of such Subject Property prepared by an environmental consultant reasonably acceptable to the Agent as may be necessary or advisable for the purpose of evaluating or confirming (i) whether any Hazardous Substances are present in the soil or water at or adjacent to such Subject Property and (ii) whether the use and operation of such Subject Property comply with all Environmental Laws to the extent required by the Loan Documents. Environmental assessments may include detailed visual inspections of such Subject Property including, without limitation, any and all storage areas, storage tanks, drains, dry wells and leaching areas, and the taking of soil samples, as well as such other investigations or analyses as are reasonably necessary or appropriate for a complete determination of the compliance of such Subject Property and the use and operation thereof with all applicable Environmental Laws. All environmental assessments contemplated by this §8.6 shall be at the sole cost and expense of the Borrower.

## §8.7 Distributions.

(a) The Borrower shall not pay any Distribution to the partners of the Borrower, and Parent shall not pay any Distribution to its shareholders, if such Distribution is in excess of the amount which, when added to the amount of all other Distributions paid in the same calendar quarter and the preceding three (3) calendar quarters, would exceed, (i) during the period commencing on the Closing Date and continuing through and including December 31, 2019, one hundred percent (100%) of such Person's Funds from Operations for the preceding four (4) calendar quarters, and (ii) from and after the time period commencing on January 1, 2020, ninety-seven and one-half percent (97.5%) of such Person's Funds from Operations for the preceding four (4) calendar quarters, provided, however, that for purposes of determining compliance under this clause (ii), the aggregate amount of such Distributions and such Person's Funds from Operations shall be calculated by using only the calendar quarters elapsed from and after January 1, 2020 and, until four (4) consecutive calendar quarters thereafter have elapsed, annualizing such amount; provided, further, that the limitations contained in this §8.7(a) shall not (X) preclude the Borrower from making Distributions to Parent (or Parent from making any Distribution to its shareholders) in an amount equal to the minimum distributions required under the Code to maintain the REIT Status of Parent, as evidenced by a certification of the principal financial or accounting officer of the Parent containing calculations in detail reasonably satisfactory in form and substance to the Agent, and (Y) apply to any Preferred Distributions made by Borrower to its partners or by Parent to its shareholders so long as such payments have been deducted in the calculation of Funds from Operations.

(b) In the event that a Default under §12.1(a) or (b) or an Event of Default shall have occurred and be continuing, (i) the Borrower shall make no Distributions other than Distributions to Parent in an amount equal to the minimum distributions required under the Code to maintain the REIT Status of Parent and (ii) Parent shall make no Distributions other than Distributions in an amount equal to the minimum distributions under the Code to maintain the REIT Status of Parent, in each case as evidenced by a certification of the principal financial or accounting officer of the Parent containing calculations in detail reasonably satisfactory in form and substance to the Agent.

(c) Notwithstanding the foregoing, at any time when an Event of Default under §12.1(a), (b), (g), (h) or (i) shall have occurred and be continuing or the maturity of the Obligations has been accelerated, neither Borrower nor Parent shall make any Distributions whatsoever, directly or indirectly.

§8.8 Asset Sales. The Borrower will not, and will not permit its Subsidiaries or the Guarantors to, sell, transfer or otherwise dispose of any material asset other than pursuant to a bona fide arm's length transaction or in accordance with §8.11. In addition, neither the Borrower, the Guarantors nor any of their respective Subsidiaries shall sell, transfer, or otherwise dispose of any asset in a single or a series of related transactions with an aggregate value greater than twenty percent (20%) of the Consolidated Total Asset Value without the prior written approval of the Lenders. Furthermore, prior to the sale, transfer, or other disposal by the Borrower, any Guarantor or any of their respective Subsidiaries of any asset in a single or a series of related transactions with an aggregate value greater than ten percent (10%) of the Consolidated Total Asset Value, the Borrower will provide the Agent with a written notice of such pending sale, transfer or other disposal and a Compliance Certificate demonstrating pro-forma compliance with each of the covenants calculated therein giving effect to such pending sale, transfer or other disposal.

§8.9 Restriction on Prepayment of Indebtedness. During the existence of an Event of Default, the Borrower and Parent will not, and will not permit their respective Subsidiaries to, (a) prepay, redeem, defease, purchase or otherwise retire the principal amount, in whole or in part, of any Indebtedness other than the Obligations; provided, that the foregoing shall not prohibit (x) the prepayment of Indebtedness which is financed solely from the proceeds of a new loan which would otherwise be permitted by the terms of §8.1; and (y) the prepayment, redemption, defeasance or other retirement of the principal of Indebtedness secured by Real Estate which is satisfied solely from the proceeds of a sale of the Real Estate securing such Indebtedness; and (b) modify any document evidencing any Indebtedness (other than the Obligations) to accelerate the maturity date of such Indebtedness.

§8.10 Derivatives Contracts. Neither the Borrower nor any of its Subsidiaries shall contract, create, incur, assume or suffer to exist any Derivatives Contracts except for interest rate swap, collar, cap or similar agreements providing interest rate protection and currency swaps and currency options made in the ordinary course of business and permitted pursuant to §8.1.

§8.11 Transactions with Affiliates. Neither Parent nor the Borrower shall, and neither of them shall permit any other Guarantor or any Subsidiary of the Borrower or any other Guarantor to, permit to exist or enter into, any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate (but not including any Subsidiary of Parent, the Borrower or any other Guarantor), except (i) transactions in connection with the Management Agreements, (ii) transactions set forth on Schedule 6.15 hereto and (iii) transactions in the ordinary course of business pursuant to the reasonable requirements of the business of such Person and upon fair and reasonable terms which are no less favorable to such Person than would be obtained in a comparable arm's length transaction with a Person that is not an Affiliate.

§8.12 Equity Pledges. Notwithstanding anything in this Agreement to the contrary, (i) Parent will not create or incur or suffer to be created or incurred any Lien on any legal, equitable or beneficial interest of Parent in Borrower, including, without limitation, any Distributions or rights to Distributions on account thereof, and (ii) Borrower shall not create or incur, nor suffer to be created or incurred, nor permit to exist any Lien on any legal, equitable or beneficial interest of the Borrower in any Subsidiary of Borrower which directly or indirectly owns or leases a Subject Property (including, without limitation, an Unencumbered Property Subsidiary), including, without limitation, any Distributions or rights to Distributions on account thereof.

§8.13 Maximum Tenant Concentration. Borrower shall not permit any single tenant (or Affiliate thereof) to be a tenant at any property or properties of Borrower, Guarantors or their respective Subsidiaries (whether such property is owned, leased or is subject to a Mortgage Receivable, a Second Lien Mortgage Receivable or a Mezzanine Loan held by such Person), which assets contribute more than fifteen percent (15%) of the sum of (a) Consolidated Net Operating Income and (b) cash flow from all Mortgage Receivables, a Second Lien Mortgage

Receivables and/or Mezzanine Loans held by Borrower, Guarantors and/or their respective Subsidiaries (for the purposes hereof, tenants shall not be considered Affiliates of each other solely by virtue of having common ownership by an equity fund provided that their financial results are not consolidated with a common parent entity).

§8.14 Minimum Lease Term. Borrower shall not permit the average remaining lease term for (a) the Real Estate of Borrower, the Guarantors and their respective Subsidiaries or (b) the Subject Properties to have an aggregate average remaining lease term of less than five (5) years.

§8.15 Parent Restrictions. Without the prior written consent of the Agent, Borrower shall not transfer any Subsidiary or Unconsolidated Affiliate of Borrower to Parent, and neither Borrower nor any Subsidiary or Unconsolidated Affiliate of Borrower shall transfer any of its assets to Parent (other than Distributions by Borrower to Parent permitted pursuant to §8.7).

## §9. FINANCIAL COVENANTS.

The Borrower covenants and agrees that, so long as any Loan, Note or Letter of Credit is outstanding or any Lender has any obligation to make any Loans or issue any Letter of Credit hereunder:

### §9.1 [Intentionally Omitted.]

§9.2 Unencumbered Leverage Ratio. The Borrower will not at any time permit the ratio of Consolidated Total Unsecured Debt to Unencumbered Asset Value (expressed as a percentage) to exceed (a) at any time during a Surge Period, sixty-five percent (65%), and (b) at any time other than the period(s) covered by the foregoing clause (a), sixty percent (60%).

§9.3 Minimum Unencumbered Debt Yield Ratio. The Borrower will not at any time permit the Unencumbered Debt Yield Ratio to be less than fourteen percent (14%).

§9.4 Unencumbered Debt Service Coverage Ratio. The Borrower will not at any time permit the Unencumbered Debt Service Coverage Ratio to be less than 1.65 to 1.00; provided, however, that commencing with the fiscal quarter beginning on January 1, 2020, (i) the Borrower will not at any time permit the Unencumbered Debt Service Coverage Ratio to be less than 1.70 to 1.00, and (ii) until four (4) full fiscal quarters shall have elapsed thereafter, for purposes of determining compliance with this §9.4, the Unencumbered Debt Service Coverage Ratio shall be annualized using only the full fiscal quarters having elapsed from and after January 1, 2020.

§9.5 Total Leverage Ratio. The Borrower will not permit the ratio of Consolidated Total Indebtedness to Consolidated Total Asset Value (expressed as a percentage) to exceed (a) at any time during a Surge Period, sixty-five percent (65%), and (b) at any time other than the period(s) covered by the foregoing clause (a), sixty percent (60%).

§9.6 Consolidated EBITDA to Consolidated Fixed Charges. The Borrower will not permit the ratio of Consolidated EBITDA for the Calculation Period to Consolidated Fixed Charges of the Borrower, the Guarantors and their respective Subsidiaries for such period to be less than 1.40 to 1.00; provided, however, that commencing with the fiscal quarter beginning on January 1, 2020, (i) the Borrower will not permit the ratio of Consolidated EBITDA for the Calculation Period to Consolidated Fixed Charges of the Borrower, the Guarantors and their respective Subsidiaries for such period to be less than 1.45 to 1.00, and (ii) until four (4) full fiscal quarters shall have elapsed thereafter, for purposes of determining compliance with this §9.6, Consolidated EBITDA and Consolidated Fixed Charges shall be annualized using only the full fiscal quarters having elapsed from and after January 1, 2020.

§9.7 Minimum Consolidated Tangible Net Worth. The Borrower will not at any time permit its Consolidated Tangible Net Worth to be less than the sum of 487,000,000.00, plus eighty percent (80%) of the sum of (a) Net Offering Proceeds (but excluding any Net Offering Proceeds from an issuance of common equity or preferred equity of the Borrower, Parent or the Trust which is used within one hundred twenty (120) days following the consummation of the applicable Equity Offering to partially or fully redeem or retire an existing issue of preferred equity of the Borrower, Trust or the Parent, respectively) plus (b) the value of units in the Borrower or shares in Parent issued upon the contribution of assets to Borrower or its Subsidiaries plus (c) the amount of any Trust Preferred Equity issued, in each case of the foregoing clauses (a) through (c), arising after the date of this Agreement.

§9.8 Debt Yield Ratio. The Borrower will not at any time permit the Debt Yield Ratio (expressed as a percentage) to be less than eleven percent (11%).

§9.9 Variable Rate Debt. The Borrower will not at any time permit the Variable Rate Debt of Borrower, the Guarantors and their respective Subsidiaries that is not subject to an enforceable interest rate cap, swap or collar agreement to exceed twenty-five percent (25%) of Consolidated Total Asset Value.

§9.10 Maximum Secured Debt Ratio. The Borrower will not permit the ratio of Consolidated Total Secured Debt to Consolidated Total Asset Value (expressed as a percentage) to exceed (a) at any time during the period commencing on the Closing Date and ending on December 31, 2019, fifty percent (50%), and (b) at any time during the period commencing on January 1, 2020 and continuing thereafter, forty-seven and one-half percent (47.5%). Notwithstanding the foregoing, from and after the date that Borrower and/or Parent first obtains an Investment Grade Rating, the Borrower will not at any time permit the ratio of Consolidated Total Secured Debt to Consolidated Total Asset Value (expressed as a percentage) to exceed forty percent (40%).

## §10. CLOSING CONDITIONS.

The obligation of the Lenders to make the Loans or issue Letters of Credit shall be subject to the satisfaction of the following

conditions precedent:

§10.1 Loan Documents. Each of the Loan Documents shall have been duly executed and delivered by the respective parties thereto and shall be in full force and effect. The Agent shall have received a fully executed counterpart of each such document, except that each Lender shall have received the fully executed original of its Note.

§10.2 Certified Copies of Organizational Documents. The Agent shall have received from the Borrower and each Guarantor a copy, certified as of a recent date by the appropriate officer of each State in which such Person is organized and, with respect to the applicable Guarantor, in which the Subject Properties are located and a duly authorized officer, partner or member of such Person, as applicable, to be true and complete, of the partnership agreement, corporate charter or operating agreement and/or other organizational agreements of the Borrower and such Guarantor, as applicable, and its qualification to do business, as applicable, as in effect on such date of certification.

§10.3 Resolutions. All action on the part of the Borrower and each applicable Guarantor, as applicable, necessary for the valid execution, delivery and performance by such Person of this Agreement and the other Loan Documents to which such Person is or is to become a party shall have been duly and effectively taken, and evidence thereof reasonably satisfactory to the Agent shall have been provided to the Agent.

§10.4 Incumbency Certificate; Authorized Signers. The Agent shall have received from Borrower and each Guarantor an incumbency certificate, dated as of the Closing Date, signed by a duly authorized officer of such Person and giving the name and bearing a specimen signature of each individual who shall be authorized to sign, in the name and on behalf of such Person, each of the Loan Documents to which such Person is or is to become a party. The Agent shall have also received from Borrower a certificate, dated as of the Closing Date, signed by a duly authorized representative of Borrower and giving the name and specimen signature of each Authorized Officer who shall be authorized to make Loan Requests, Letter of Credit Requests and Conversion/Continuation Requests and to give notices and to take other action on behalf of the Borrower under the Loan Documents.

§10.5 Opinion of Counsel. The Agent shall have received an opinion addressed to the Lenders and the Agent and dated as of the Closing Date from counsel to the Borrower and each Guarantor in form and substance reasonably satisfactory to the Agent.

§10.6 Payment of Fees. The Borrower shall have paid to the Agent the fees payable pursuant to §4.2.

§10.7 No Material Adverse Change. From June 30, 2017 to the Closing Date, nothing shall have occurred which the Lenders or the Agent shall determine has, or could reasonably be expected to have, a material adverse effect on the business, properties, assets, condition (financial or otherwise) or results of operations of the Borrower, the Guarantors or the Unencumbered Property Subsidiaries, taken as a whole, nor shall there have occurred a material adverse change in the facts and information regarding the Borrower, any of the Guarantors or any of the Unencumbered Property Subsidiaries provided to the Agent and the Lenders.

§10.8 Performance; No Default. Borrower and the applicable Guarantors shall have performed and complied with all terms and conditions herein required to be performed or complied with by it on or prior to the Closing Date, and on the Closing Date there shall exist no Default or Event of Default.

§10.9 Representations and Warranties. The representations and warranties made by the Borrower and the Guarantors in the Loan Documents or otherwise made by or on behalf of the Borrower, the Guarantors and their respective Subsidiaries (including, without limitation, the Unencumbered property Subsidiaries) in connection therewith or after the date thereof shall have been true and correct in all material respects when made and shall also be true and correct in all material respects on the Closing Date.

§10.10 Proceedings and Documents. All proceedings in connection with the transactions contemplated by this Agreement and the other Loan Documents shall be reasonably satisfactory to the Agent and the Agent's counsel in form and substance, and the Agent shall have received all information and such counterpart originals or certified copies of such documents and such other certificates, opinions, assurances, consents, approvals or documents as the Agent and the Agent's counsel may reasonably require.

§10.11 Eligible Real Estate Qualification Documents. The Eligible Real Estate Qualification Documents for each Subject Property included in the calculation of the Unencumbered Asset Value as of the Closing Date shall have been delivered to the Agent at the Borrower's expense and shall be in form and substance reasonably satisfactory to the Agent.

§10.12 Compliance Certificate. The Agent shall have received a Compliance Certificate dated as of the date of the Closing Date demonstrating compliance with each of the covenants calculated therein as of the most recent calendar quarter for which Borrower has provided financial statements under §6.4.

§10.13 Consents. The Agent shall have received evidence reasonably satisfactory to the Agent that all necessary stockholder, partner, member or other consents required in connection with the consummation of the transactions contemplated by this Agreement and the other Loan Documents have been obtained.

§10.14 Contribution Agreement. The Agent shall have received an executed counterpart of the Contribution Agreement.

§10.15 Unencumbered Asset Certificate. The Agent shall have received an Unencumbered Asset Certificate dated as of the date of the Closing Date setting forth a calculation of the Unencumbered Asset Availability as of the Closing Date (after giving effect to the Loans made (or to be made) and Letter(s) of Credit issued (or to be issued) on such date) and demonstrating compliance with each of the covenants set forth therein as of the most recent calendar quarter for which Borrower has provided financial statements under §6.4.

§10.16 Other. The Agent shall have reviewed such other documents, instruments, certificates, opinions, assurances, consents and approvals as the Agent or the Agent's Special Counsel may reasonably have requested.

#### §11. CONDITIONS TO ALL BORROWINGS.

The obligations of the Lenders to make any Loan or issue any Letter of Credit, whether on or after the Closing Date, shall also be subject to the satisfaction of the following conditions precedent:

§11.1 Prior Conditions Satisfied. All conditions set forth in §10 shall continue to be satisfied as of the date upon which any Loan is to be made or any Letter of Credit is to be issued.

§11.2 Representations True; No Default. Each of the representations and warranties made by or on behalf of the Borrower, the Guarantors or any of their respective Subsidiaries (including, without limitation, the Unencumbered Property Subsidiaries) contained in this Agreement, the other Loan Documents or in any document or instrument delivered pursuant to or in connection with this Agreement shall be true in all material respects both as of the date as of which they were made and shall also be true in all material respects as of the time of the making of such Loan or the issuance of such Letter of Credit, with the same effect as if made at and as of that time (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct only as of such specified date) and except to the extent of any changes resulting from transactions permitted by this Agreement, and no Default or Event of Default shall have occurred and be continuing.

§11.3 Borrowing Documents. The Agent shall have received a fully completed Loan Request for such Loan and the other documents and information as required by §2.7, or a fully completed Letter of Credit Request required by §2.10 in the form of Exhibit H hereto fully completed, as applicable.

#### §12. EVENTS OF DEFAULT; ACCELERATION; ETC.

§12.1 Events of Default and Acceleration. If any of the following events ("Events of Default" or, if the giving of notice or the lapse of time or both is required, then, prior to such notice or lapse of time, "Defaults") shall occur:

(a) the Borrower shall fail to pay any principal of the Loans when the same shall become due and payable, whether at the stated date of maturity or any accelerated date of maturity or at any other date fixed for payment;

(b) the Borrower shall fail to pay any interest on the Loans, any reimbursement obligations with respect to the Letters of Credit or any fees or other sums due hereunder or under any of the other Loan Documents when the same shall become due and payable, whether at the stated date of maturity or any accelerated date of maturity or at any other date fixed for payment;

(c) any of the Borrower, the Guarantors, or any of their respective Subsidiaries shall fail to perform any other term, covenant or agreement contained in §§9.2-9.10 applicable to such Person;

(d) any of the Borrower, the Guarantors, or any of their respective Subsidiaries shall fail to perform any other term, covenant or agreement contained herein or in any of the other Loan Documents which they are required to perform (other than those specified in the other subclauses of this §12 or in the other Loan Documents);

(e) any representation or warranty made by or on behalf of the Borrower, the Guarantors, or any of their respective Subsidiaries in this Agreement or any other Loan Document, or any report, certificate, financial statement, request for a Loan, Letter of Credit Request, or in any other document or instrument delivered pursuant to or in connection with this Agreement, any advance of a Loan, the issuance of any Letter of Credit or any of the other Loan Documents shall prove to have been false in any material respect upon the date when made or deemed to have been made or repeated;

(f) the Borrower, any Guarantor or any of their respective Subsidiaries shall fail to pay when due (including without limitation at maturity), or within any applicable period of grace, any obligation for borrowed money or credit received or other Indebtedness, or fail to observe or perform any term, covenant or agreement contained in any agreement by which it is bound, evidencing or securing any such borrowed money or credit received or other Indebtedness for such period of time as would permit (assuming the giving of appropriate notice if required) the holder or holders thereof or of any obligations issued thereunder to accelerate the maturity thereof or require the prepayment, redemption or purchase thereof; provided, however, that the events described in this §12.1(f) shall not constitute an Event of Default unless such failure to perform, together with other failures to perform as described in this §12.1(f), involve singly or in the aggregate obligations for Recourse Indebtedness totaling in excess of \$20,000,000.00 or Non-Recourse Indebtedness totaling in excess of \$50,000,000.00;

(g) any of the Borrower, the Guarantors, or any of their respective Subsidiaries, (i) shall make an assignment for the benefit of creditors, or admit in writing its general inability to pay or generally fail to pay its debts as they mature or become due, or shall petition or apply for the appointment of a trustee or other custodian, liquidator or receiver for it or any substantial part of its assets, (ii) shall commence any case or other proceeding relating to it under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar law of any jurisdiction, now or hereafter in effect, or (iii) shall take any action to authorize or in furtherance of any of the foregoing; provided that the events described in this §12.1(g) as to any Subsidiary of the Borrower that is not a Subsidiary Guarantor or an Unencumbered Property Subsidiary shall not constitute an Event of Default unless the value of the assets of any such Subsidiary or Subsidiaries that is not a Subsidiary Guarantor or an Unencumbered Property Subsidiary (calculated, to the extent applicable, consistent with the calculation of Consolidated Total Asset Value) subject to an event or events described in §12.1(g), §12.1(h) or §12.1(i) individually exceeds \$30,000,000.00 or in the aggregate exceeds \$50,000,000.00;

(h) a petition or application shall be filed for the appointment of a trustee or other custodian, liquidator or receiver of any of the Borrower, the Guarantors, or any of their respective Subsidiaries or any substantial part of the assets of any thereof, or a case or other proceeding shall be commenced against any such Person under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar law of any jurisdiction, now or hereafter in effect, and any such Person shall indicate its approval thereof, consent thereto or acquiescence therein or such petition, application, case or proceeding shall not have been dismissed within sixty (60) days following the filing or commencement thereof; provided that the events described in this §12.1(h) as to any Subsidiary of the Borrower that is not a Subsidiary Guarantor or an Unencumbered Property Subsidiary shall not constitute an Event of Default unless the value of the assets of any such Subsidiary or Subsidiaries that is not a Subsidiary Guarantor or an Unencumbered Property Subsidiary (calculated, to the extent applicable, consistent with the calculation of Consolidated Total Asset Value) subject to an event or events described in §12.1(g), §12.1(h) or §12.1(i) individually exceeds \$30,000,000.00 or in the aggregate exceeds \$50,000,000.00;

(i) a decree or order is entered appointing a trustee, custodian, liquidator or receiver for any of the Borrower, the Guarantors, or any of their respective Subsidiaries or adjudicating any such Person, bankrupt or insolvent, or approving a petition in any such case or other proceeding, or a decree or order for relief is entered in respect of any such Person in an involuntary case under federal bankruptcy laws as now or hereafter constituted; provided that the events described in this §12.1(i) as to any Subsidiary of the Borrower that is not a Subsidiary Guarantor or an Unencumbered Property Subsidiary shall not constitute an Event of Default unless the value of the assets of any such Subsidiary or Subsidiaries that is not a Subsidiary Guarantor or an Unencumbered Property Subsidiary (calculated, to the extent applicable, consistent with the calculation of Consolidated Total Asset Value) subject to an event or events described in §12.1(g), §12.1(h) or §12.1(i) individually exceeds \$30,000,000.00 or in the aggregate exceeds \$50,000,000.00;

(j) there shall remain in force, undischarged, unsatisfied and unstayed, for more than sixty (60) days, whether or not consecutive, one or more uninsured or unbonded final judgments against Parent, the Borrower or any of their respective Subsidiaries that, either individually or in the aggregate, exceed \$15,000,000.00;

(k) any of the Loan Documents or the Contribution Agreement shall be canceled, terminated, revoked or rescinded otherwise than in accordance with the terms thereof or the express prior written agreement, consent or approval of the Lenders, or any action at law, suit in equity or other legal proceeding to cancel, revoke or rescind any of the Loan Documents or the Contribution Agreement shall be commenced by or on behalf of any of the Borrower or the Guarantors, or any court or any other governmental or regulatory authority or agency of competent jurisdiction shall make a determination, or issue a judgment, order, decree or ruling, to the effect that any one or more of the Loan Documents or the Contribution Agreement is illegal, invalid or unenforceable in accordance with the terms thereof;

(l) any dissolution, termination, partial or complete liquidation, merger or consolidation of any of Parent, the Borrower or any of their respective Subsidiaries shall occur or any sale, transfer or other disposition of the assets of any of Parent, the Borrower or any of their respective Subsidiaries shall occur other than as permitted under the terms of this Agreement or the other Loan Documents;

(m) with respect to any Guaranteed Pension Plan, an ERISA Reportable Event shall have occurred and the Required Lenders shall have determined in their reasonable discretion that such event reasonably could be expected to result in liability of any of the Borrower, the Guarantors or any of their respective Subsidiaries to the PBGC or such Guaranteed Pension Plan in an aggregate amount exceeding \$10,000,000.00 and such event in the circumstances occurring reasonably could constitute grounds for the termination of such Guaranteed Pension Plan by the PBGC or for the appointment by the appropriate United States District Court of a trustee to administer such Guaranteed Pension Plan; or a trustee shall have been appointed by the United States District Court to administer such Plan; or the PBGC shall have instituted proceedings to terminate such Guaranteed Pension Plan;

(n) the Borrower, any Guarantor or any of their respective Subsidiaries or any Person so connected with any of them shall be indicted for a federal crime, a punishment for which could include the forfeiture of (i) any assets of Borrower, any Guarantor or any of their respective Subsidiaries which in the good faith judgment of the Required Lenders could reasonably be expected to have a Material Adverse Effect, or (ii) any Eligible Real Estate included in the calculation of the Unencumbered Asset Value;

(o) any Guarantor denies that it has any liability or obligation under the Guaranty or any other Loan Document, or shall notify the Agent or any of the Lenders of such Guarantor's intention to attempt to cancel or terminate the Guaranty or any other Loan Document, or shall fail to observe or comply with any term, covenant, condition or agreement under the Guaranty or any other Loan Document;

(p) any Change of Control shall occur; or

(q) an Event of Default under any of the other Loan Documents shall occur;

then, and in any such event, the Agent may, and upon the request of the Required Lenders shall, by notice in writing to the Borrower declare all amounts owing with respect to this Agreement, the Notes, the Letters of Credit and the other Loan Documents to be, and they shall thereupon forthwith become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower; provided that in the event of any Event of Default specified in §12.1(g), §12.1(h) or §12.1(i), all such amounts shall become immediately due and payable automatically and without any requirement of presentment, demand, protest or other notice of any kind from any of the Lenders or the Agent. Upon demand by Agent or the Required Revolving Credit Lenders in their absolute and sole discretion after the occurrence and during the continuance of an Event of Default, and regardless of whether the conditions precedent in this Agreement for a Loan have been satisfied, the Lenders will cause a Loan to be made in the undrawn amount of all Letters of Credit. The proceeds of any such Loan will be pledged to and held by Agent as security for any amounts that become payable under the Letters of Credit and all other Obligations. In the alternative, if demanded by Agent in its absolute and sole discretion after the occurrence and during the continuance of an Event of Default, Borrower will deposit with and pledge to Agent cash in an amount equal to the amount of all undrawn Letters of Credit. Such amounts will be pledged to and held by Agent for the benefit of the Lenders as security for any amounts that become

payable under the Letters of Credit and all other Obligations. Upon any draws under Letters of Credit, at Agent's sole discretion, Agent may apply any such amounts to the repayment of amounts drawn thereunder and upon the expiration of the Letters of Credit any remaining amounts will be applied to the payment of all other Obligations or if there are no outstanding Obligations and Lenders have no further obligation to make Loans or issue Letters of Credit or if such excess no longer exists, such proceeds deposited by Borrower will be released to Borrower.

#### §12.2 Certain Cure Periods; Limitation of Cure Periods.

(a) Notwithstanding anything contained in §12.1 to the contrary, (i) no Event of Default shall exist hereunder upon the occurrence of any failure described in §12.1(b) in the event that the Borrower cures such Default within five (5) Business Days following receipt of written notice of such Default, provided, however, that Borrower shall not be entitled to receive more than five (5) notices in the aggregate pursuant to this clause (i) in any period of 365 days ending on the date of any such occurrence of Default, and provided further that no such cure period shall apply to any payments due upon the maturity of the Notes, and (ii) no Event of Default shall exist hereunder upon the occurrence of any failure described in §12.1(d) in the event that the Borrower cures such Default within thirty (30) days following receipt of written notice of such default, provided that the provisions of this clause (ii) shall not pertain to defaults consisting of a failure to provide insurance as required by §7.7, to any default consisting of a failure to comply with §7.4(c), §7.4(d), §7.16, §8.1, §8.2, §8.3, §8.4, §8.7, §8.8 or §8.12 or to any Default excluded from any provision of cure of defaults contained in any other of the Loan Documents.

(b) In the event that there shall occur any Default or Event of Default that affects only certain Subject Property or the Unencumbered Property Subsidiary which owns or leases such Subject Property, then the Borrower may cure such Default or Event of Default (so long as no other Default or Event of Default would arise as a result) by removing such Subject Property from the calculation of the Unencumbered Asset Value and by reducing the outstanding Loans and Letters of Credit so that no Default exists under this Agreement, in which event such removal and reduction shall be completed within ten (10) Business Days after receipt of notice of such Default or Event of Default from the Agent or the Required Lenders.

(c) Notwithstanding anything herein or otherwise to the contrary (except clause (b) of this §12.2), any Event of Default occurring hereunder shall continue to exist (and shall be deemed to be continuing) until such time as such Event of Default is waived in writing in accordance with the terms of this Agreement notwithstanding (i) any attempted cure or other action taken by the Borrower or any other Person subsequent to the occurrence of such Event of Default or (ii) any action taken or omitted to be taken by Agent or any Lender prior to or subsequent to the occurrence of such Event of Default (other than the granting of a waiver in writing in accordance with the terms of this Agreement).

§12.3 Termination of Commitments. If any one or more Events of Default specified in §12.1(g), §12.1(h) or §12.1(i) shall occur, then immediately and without any action on the part of the Agent or any Lender any unused portion of the credit hereunder shall terminate and the Lenders shall be relieved of all obligations to make Loans or issue Letters of Credit to the Borrower. If any other Event of Default shall have occurred and be continuing, the Agent may, and upon the election of the Required Revolving Credit Lenders shall, by notice to the Borrower terminate the obligation to make Loans and issue Letters of Credit to the Borrower. No termination under this §12.3 shall relieve the Borrower of its obligations to the Lenders arising under this Agreement or the other Loan Documents.

§12.4 Remedies. In case any one or more Events of Default shall have occurred and be continuing, and whether or not the Lenders shall have accelerated the maturity of the Loans pursuant to §12.1, the Agent on behalf of the Lenders may, and with the consent of the Required Lenders shall, proceed to protect and enforce their rights and remedies under this Agreement, the Notes and/or any of the other Loan Documents by suit in equity, action at law or other appropriate proceeding, including to the full extent permitted by Applicable Law the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents, the obtaining of the ex parte appointment of a receiver, and, if any amount shall have become due, by declaration or otherwise, the enforcement of the payment thereof. No remedy herein conferred upon the Agent or the holder of any Note is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or any other provision of law. Notwithstanding the provisions of this Agreement providing that the Loans may be evidenced by multiple Notes in favor of the Lenders, the Lenders acknowledge and agree that only the Agent may exercise any remedies arising by reason of a Default or Event of Default. If Borrower or any Guarantor fails to perform any agreement or covenant contained in this Agreement or any of the other Loan Documents beyond any applicable period for notice and cure, Agent may itself perform, or cause to be performed, any agreement or covenant of such Person contained in this Agreement or any of the other Loan Documents which such Person shall fail to perform, and the out-of-pocket costs of such performance, together with any reasonable expenses, including reasonable attorneys' fees actually incurred (including attorneys' fees incurred in any appeal) by Agent in connection therewith, shall be payable by Borrower upon demand and shall constitute a part of the Obligations and shall if not paid within five (5) Business Days after demand bear interest at the Default Rate. In the event that all or any portion of the Obligations is collected by or through an attorney-at-law, the Borrower shall pay all costs of collection including, but not limited to, reasonable attorney's fees.

§12.5 Distribution of Proceeds. In the event that, following the occurrence and during the continuance of any Event of Default, any monies are received in connection with the enforcement of any of the Loan Documents, or otherwise with respect to the realization upon any of the assets of Borrower or the Guarantors, such monies shall be distributed for application as follows:

(a) First, to the payment of, or (as the case may be) the reimbursement of the Agent for or in respect of, all reasonable out-of-pocket costs, expenses, disbursements and losses which shall have been paid, incurred or sustained by the Agent in connection with the collection of such monies by the Agent, for the exercise, protection or enforcement by the Agent of all or any of the rights, remedies, powers and privileges of the Agent or the Lenders under this Agreement or any of the other Loan Documents or in support of any provision of adequate indemnity to the Agent against any taxes or liens which by law shall have, or may have, priority over the rights of the Agent or the Lenders to such monies;

(b) Second, to all other Obligations (including any interest, expenses or other obligations incurred after the commencement of a bankruptcy) in such order or preference as the Required Lenders shall determine; provided, that (i) distributions in respect of such other Obligations shall include, on a pari passu basis, any Agent's fee payable pursuant to §4.2; (ii) in the event that any Lender is a Defaulting Lender, payments to such Lender shall be governed by §2.13, and (iii) except as otherwise provided in clause (ii), Obligations owing to the Lenders with respect to each type of Obligation such as interest, principal, fees and expenses shall be made among the Lenders pro rata; and provided, further that the Required Lenders may in their discretion make proper allowance to take into account any Obligations not then due and payable; and

(c) Third, the excess, if any, shall be returned to the Borrower or to such other Persons as are entitled thereto.

#### §12.6 Collateral Account

(a) As collateral security for the prompt payment in full when due of all Letter of Credit Liabilities and the other Obligations, the Borrower hereby pledges and grants to the Agent, for the ratable benefit of the Agent and the Lenders as provided herein, a security interest in all of its right, title and interest in and to the Collateral Account and the balances from time to time in the Collateral Account (including the investments and reinvestments therein provided for below). The balances from time to time in the Collateral Account shall not constitute payment of any Letter of Credit Liabilities until applied by the Agent as provided herein. Anything in this Agreement to the contrary notwithstanding, funds held in the Collateral Account shall be subject to withdrawal only as provided in this section. The obligation of the Borrower to establish the Collateral Account shall not arise unless and until there is an obligation to deposit funds therein pursuant to the terms of this Agreement.

(b) Amounts on deposit in the Collateral Account shall be invested and reinvested by the Agent in such Cash Equivalents as the Agent shall determine in its sole discretion. All such investments and reinvestments shall be held in the name of and be under the sole dominion and control of the Agent for the ratable benefit of the Lenders. The Agent shall exercise reasonable care in the custody and preservation of any funds held in the Collateral Account and shall be deemed to have exercised such care if such funds are accorded treatment substantially equivalent to that which the Agent accords other funds deposited with the Agent, it being understood that the Agent shall not have any responsibility for taking any necessary steps to preserve rights against any parties with respect to any funds held in the Collateral Account.

(c) If a drawing pursuant to any Letter of Credit occurs on or prior to the expiration date of such Letter of Credit, the Borrower and the Lenders authorize the Agent to use the monies deposited in the Collateral Account to make payment to the beneficiary with respect to such drawing or the payee with respect to such presentment.

(d) If an Event of Default exists, the Required Revolving Credit Lenders may, in their discretion, at any time and from time to time, instruct the Agent to liquidate any such investments and reinvestments and apply proceeds thereof to the Obligations in accordance with §12.5.

(e) So long as no Default or Event of Default exists, and to the extent amounts on deposit in the Collateral Account exceed the aggregate amount of the Letter of Credit Liabilities then due and owing and the pro rata share of any Letter of Credit Liabilities of any Defaulting Lender after giving effect to §2.13(c), the Agent shall, from time to time, at the request of the Borrower, deliver to the Borrower within ten (10) Business Days after the Agent's receipt of such request from the Borrower, against receipt but without any recourse, warranty or representation whatsoever, such of the balances in the Collateral Account as exceed the aggregate amount of the Letter of Credit Liabilities at such time.

(f) The Borrower shall pay to the Agent from time to time such fees as the Agent normally charges for similar services in connection with the Agent's administration of the Collateral Account and investments and reinvestments of funds therein. The Borrower authorizes Agent to file such financing statements as Agent may reasonably require in order to perfect Agent's security interest in the Collateral Account, and Borrower shall promptly upon demand execute and deliver to Agent such other documents as Agent may reasonably request to evidence its security interest in the Collateral Account.

#### §13. SETOFF.

Regardless of the adequacy of any collateral, during the continuance of any Event of Default, any deposits (general or specific, time or demand, provisional or final, regardless of currency, maturity, or the branch where such deposits are held) or other sums credited by or due from any Lender to the Borrower or the Guarantors and any securities or other property of the Borrower or the Guarantors in the possession of such Lender may, without notice to Borrower or any Guarantor (any such notice being expressly waived by Borrower, Parent and each of the other Guarantors) but with the prior written approval of Agent, be applied to or set off against the payment of Obligations and any and all other liabilities, direct, or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of the Borrower or the Guarantors to such Lender. Each of the Lenders agrees with each other Lender that if such Lender shall receive from the Borrower or the Guarantors, whether by voluntary payment, exercise of the right of setoff, or otherwise, and shall retain and apply to the payment of the Note or Notes held by such Lender any amount in excess of its ratable portion of the payments received by all of the Lenders with respect to the Notes held by all of the Lenders, such Lender will make such disposition and arrangements with the other Lenders with respect to such excess, either by way of distribution, pro tanto assignment of claims, subrogation or otherwise as shall result in each Lender receiving in respect of the Notes held by it its proportionate payment as contemplated by this Agreement; provided that if all or any part of such excess payment is thereafter recovered from such Lender, such disposition and arrangements shall be rescinded and the amount restored to the extent of such recovery, but without interest. In the event that any Defaulting Lender shall exercise any such right of setoff, (a) all amounts so set off shall be paid over immediately to the Agent for further application in accordance with the provisions of this Agreement and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Agent and the Lenders, and (b) the Defaulting Lender shall provide promptly to the Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to

which it exercised such right of setoff. Lender agrees to notify the Borrower promptly after any such set off and application; provided that the failure to give such notice shall not give the Borrower any cause of action or right to damages or affect the validity of such set off and application.

#### §14. THE AGENT.

§14.1 Authorization. The Agent is authorized to take such action on behalf of each of the Lenders and to exercise all such powers as are hereunder and under any of the other Loan Documents and any related documents delegated to the Agent, together with such powers as are reasonably incident thereto, provided that no duties or responsibilities not expressly assumed herein or therein shall be implied to have been assumed by the Agent. The obligations of the Agent hereunder are primarily administrative in nature, and nothing contained in this Agreement or any of the other Loan Documents shall be construed to constitute the Agent as a trustee for any Lender or to create an agency or fiduciary relationship. Agent shall act as the contractual representative of the Lenders hereunder, and notwithstanding the use of the term “Agent”, it is understood and agreed that Agent shall not have any fiduciary duties or responsibilities to any Lender by reason of this Agreement or any other Loan Document and is acting as an independent contractor, the duties and responsibilities of which are limited to those expressly set forth in this Agreement and the other Loan Documents. The Borrower and any other Person shall be entitled to conclusively rely on a statement from the Agent that it has the authority to act for and bind the Lenders pursuant to this Agreement and the other Loan Documents.

§14.2 Employees and Agents. The Agent may exercise its powers and execute its duties by or through employees or agents and shall be entitled to take, and to rely on, advice of counsel concerning all matters pertaining to its rights and duties under this Agreement and the other Loan Documents. The Agent may utilize the services of such Persons as the Agent may reasonably determine, and all reasonable and documented fees and expenses of any such Persons shall be paid by the Borrower.

§14.3 No Liability. Neither the Agent nor any of its shareholders, directors, officers or employees nor any other Person assisting them in their duties nor any agent, or employee thereof, shall be liable for (a) any waiver, consent or approval given or any action taken, or omitted to be taken, in good faith by it or them hereunder or under any of the other Loan Documents, or in connection herewith or therewith, or be responsible for the consequences of any oversight or error of judgment whatsoever, except that the Agent or such other Person, as the case may be, shall be liable for losses due to its bad faith, willful misconduct or gross negligence as finally determined by a court of competent jurisdiction after the expiration of all applicable appeal periods or (b) any action taken or not taken by Agent with the consent or at the request of the Required Lenders, the Required Revolving Credit Lenders or the Required Term Loan Lenders, as applicable. The Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, except with respect to defaults in the payment of principal, interest and fees required to be paid to the Agent for the account of the Lenders, unless the Agent has received notice from a Lender or the Borrower referring to the Loan Documents and describing with reasonable specificity such Default or Event of Default and stating that such notice is a “notice of default”.

§14.4 No Representations. The Agent shall not be responsible for the execution or validity or enforceability of this Agreement, the Notes, any of the other Loan Documents or any instrument at any time constituting, or intended to constitute, collateral security for the Notes, or for the value of any such collateral security or for the validity, enforceability or collectability of any such amounts owing with respect to the Notes, or for any recitals or statements, warranties or representations made herein, or any agreement, instrument or certificate delivered in connection therewith or in any of the other Loan Documents or in any certificate or instrument hereafter furnished to it by or on behalf of the Borrower, the Guarantors or any of their respective Subsidiaries, or be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or in any of the other Loan Documents. The Agent shall not be bound to ascertain whether any notice, consent, waiver or request delivered to it by the Borrower, the Guarantors or any holder of any of the Notes shall have been duly authorized or is true, accurate and complete. The Agent has not made nor does it now make any representations or warranties, express or implied, nor does it assume any liability to the Lenders, with respect to the creditworthiness or financial condition of the Borrower, the Guarantors, or any of their respective Subsidiaries, or the value of any assets of the Borrower or the Guarantors or any of their respective Subsidiaries. Each Lender acknowledges that it has, independently and without reliance upon the Agent or any other Lender, and based upon such information and documents as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Agent or any other Lender, based upon such information and documents as it deems appropriate at the time, continue to make its own credit analysis and decisions in taking or not taking action under this Agreement and the other Loan Documents. Agent’s Special Counsel has only represented Agent and KeyBank in connection with the Loan Documents and the only attorney client relationship or duty of care is between Agent’s Special Counsel and Agent or KeyBank. Each Lender has been independently represented by separate counsel on all matters regarding the Loan Documents.

#### §14.5 Payments.

(a) A payment by the Borrower or any Guarantor to the Agent hereunder or under any of the other Loan Documents for the account of any Lender shall constitute a payment to such Lender. The Agent agrees to distribute to each Lender not later than one Business Day after the Agent’s receipt of good funds, determined in accordance with the Agent’s customary practices, such Lender’s pro rata share of payments received by the Agent for the account of the Lenders except as otherwise expressly provided herein or in any of the other Loan Documents. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, each payment by the Borrower hereunder shall be applied in accordance with §2.13(d).

(b) If in the opinion of the Agent the distribution of any amount received by it in such capacity hereunder, under the Notes or under any of the other Loan Documents might involve it in liability, it may refrain from making such distribution until its right to make such distribution shall have been adjudicated by a court of competent jurisdiction. If a court of competent jurisdiction shall adjudge that any amount received and distributed by the Agent is to be repaid, each Person to whom any such distribution shall have been made shall either repay to the Agent its proportionate share of the amount so adjudged to be repaid or shall pay over the same in such manner and to such Persons as shall be

determined by such court.

§14.6 Holder of Notes. Subject to the terms of §18, the Agent may deem and treat the payee of any Note as the absolute owner or purchaser thereof for all purposes hereof until it shall have been furnished in writing with a different name by such payee or by a subsequent holder, assignee or transferee.

§14.7 Indemnity. The Lenders ratably agree hereby to indemnify and hold harmless the Agent from and against any and all claims, actions and suits (whether groundless or otherwise), losses, damages, costs, expenses (including any expenses for which the Agent has not been reimbursed by the Borrower as required by §15), and liabilities of every nature and character arising out of or related to this Agreement, the Notes, or any of the other Loan Documents or the transactions contemplated or evidenced hereby or thereby, or the Agent's actions taken hereunder or thereunder, except to the extent that any of the same shall be directly caused by the Agent's willful misconduct or gross negligence as finally determined by a court of competent jurisdiction after the expiration of all applicable appeal periods. The agreements in this §14.7 shall survive the payment of all amounts payable under the Loan Documents.

§14.8 Agent as Lender. In its individual capacity, KeyBank shall have the same obligations and the same rights, powers and privileges in respect to its Commitment and the Loans made by it, and as the holder of any of the Notes as it would have were it not also the Agent.

§14.9 Resignation. The Agent may resign at any time by giving thirty (30) calendar days' prior written notice thereof to the Lenders and the Borrower. Any such resignation may at Agent's option also constitute Agent's resignation as Issuing Lender. Upon any such resignation, the Required Lenders, subject to the terms of §18.1, shall have the right to appoint as a successor Agent and, if applicable, Issuing Lender, any Lender or any bank whose senior debt obligations are rated not less than "A" or its equivalent by Moody's or not less than "A" or its equivalent by S&P and which has a net worth of not less than \$500,000,000.00. Unless a Default or Event of Default shall have occurred and be continuing, such successor Agent and, if applicable, Issuing Lender, shall be reasonably acceptable to the Borrower. If no successor Agent shall have been appointed and shall have accepted such appointment within thirty (30) days after the retiring Agent's giving of notice of resignation, then the retiring Agent may, on behalf of the Lenders, appoint a successor Agent, which shall be any Lender or any bank whose senior debt obligations are rated not less than "A2" or its equivalent by Moody's or not less than "A" or its equivalent by S&P and which has a net worth of not less than \$500,000,000.00. Upon the acceptance of any appointment as Agent and, if applicable, Issuing Lender, hereunder by a successor Agent and, if applicable, Issuing Lender, such successor Agent and, if applicable, Issuing Lender, shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent and, if applicable, Issuing Lender, and the retiring Agent and, if applicable, Issuing Lender, shall be discharged from its duties and obligations hereunder as Agent and, if applicable, Issuing Lender. After any retiring Agent's resignation, the provisions of this Agreement and the other Loan Documents shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Agent and Issuing Lender. If the resigning Agent shall also resign as the Issuing Lender, such successor Agent shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or shall make other arrangements satisfactory to the current Issuing Lender, in either case, to assume effectively the obligations of the current Agent with respect to such Letters of Credit. Upon any change in the Agent under this Agreement, the resigning Agent shall execute such assignments of and amendments to the Loan Documents as may be necessary to substitute the successor Agent for the resigning Agent.

§14.10 Duties in the Case of Enforcement. In case one or more Events of Default have occurred and shall be continuing, and whether or not acceleration of the Obligations shall have occurred, the Agent may and, if (a) so requested by the Required Lenders and (b) the Lenders have provided to the Agent such additional indemnities and assurances in accordance with their respective Commitment Percentages against expenses and liabilities as the Agent may reasonably request, shall proceed to exercise all or any legal and equitable and other rights or remedies as it may have; provided, however, that unless and until the Agent shall have received such directions, the Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem to be in the best interests of the Lenders. Without limiting the generality of the foregoing, if Agent reasonably determines payment is in the best interest of all the Lenders, Agent may without the approval of the Lenders pay taxes and insurance premiums and spend money for maintenance, repairs or other expenses which may be necessary to be incurred, and Agent shall promptly thereafter notify the Lenders of such action. Each Lender shall, within thirty (30) days of request therefor, pay to the Agent its Commitment Percentage of the reasonable costs incurred by the Agent in taking any such actions hereunder to the extent that such costs shall not be promptly reimbursed to the Agent by the Borrower or the Guarantors within such period. The Required Lenders may direct the Agent in writing as to the method and the extent of any such exercise, the Lenders hereby agreeing to indemnify and hold the Agent harmless in accordance with their respective Commitment Percentages from all liabilities incurred in respect of all actions taken or omitted in accordance with such directions, provided that the Agent need not comply with any such direction to the extent that the Agent reasonably believes the Agent's compliance with such direction to be unlawful in any applicable jurisdiction or commercially unreasonable in any applicable jurisdiction.

§14.11 Bankruptcy. In the event a bankruptcy or other insolvency proceeding is commenced by or against Borrower or any Guarantor with respect to the Obligations, the Agent shall have the sole and exclusive right to file and pursue a joint proof claim on behalf of all Lenders. Any votes with respect to such claims or otherwise with respect to such proceedings shall be subject to the vote of the Required Lenders or all of the Lenders as required by this Agreement. Each Lender irrevocably waives its right to file or pursue a separate proof of claim in any such proceedings unless Agent fails to file such claim within thirty (30) days after receipt of written notice from the Lenders requesting that Agent file such proof of claim.

§14.12 Reliance by Agent. The Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by an Authorized Officer. The Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan or issuance of

a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender, the Agent (or Issuing Lender, as applicable) may presume that such condition is satisfactory to such Lender unless the Agent (or Issuing Lender, as applicable) shall have received notice to the contrary from such Lender prior to the making of such Loan or issuance of such Letter of Credit. The Agent may consult with legal counsel (who may be counsel for the Borrower and/or the Guarantors), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

§14.13 Approvals. If consent is required for some action under this Agreement, or except as otherwise provided herein an approval of the Lenders, the Required Lenders, the Required Revolving Credit Lenders or the Required Term Loan Lenders is required or permitted under this Agreement, each Lender agrees to give the Agent, within ten (10) days of receipt of the request for action together with all reasonably requested information related thereto (or such lesser period of time required by the terms of the Loan Documents), notice in writing of approval or disapproval (collectively “Directions”) in respect of any action requested or proposed in writing pursuant to the terms hereof. To the extent that any Lender does not approve any recommendation of Agent, such Lender shall in such notice to Agent describe the actions that would be acceptable to such Lender. If consent is required for the requested action, any Lender’s failure to respond to a request for Directions within the required time period shall be deemed to constitute a Direction to take such requested action. In the event that any recommendation is not approved by the requisite number of Lenders and a subsequent approval on the same subject matter is requested by Agent, then for the purposes of this paragraph each Lender shall be required to respond to a request for Directions within five (5) Business Days of receipt of such request. Agent and each Lender shall be entitled to assume that any officer of the other Lenders delivering any notice, consent, certificate or other writing is authorized to give such notice, consent, certificate or other writing unless Agent and such other Lenders have otherwise been notified in writing.

§14.14 Borrower Not Beneficiary. Except for the provisions of §14.9 relating to the appointment of a successor Agent, the provisions of this §14 are solely for the benefit of the Agent and the Lenders, may not be enforced by the Borrower or any Guarantor, and except for the provisions of §14.9, may be modified or waived without the approval or consent of the Borrower and Guarantors.

## §15. EXPENSES.

The Borrower agrees to pay (a) the reasonable costs of producing and reproducing this Agreement, the other Loan Documents and the other agreements and instruments mentioned herein, (b) [intentionally omitted], (c) the reasonable and documented fees, expenses and disbursements of the outside counsel to the Agent incurred in connection with the preparation, administration, or interpretation of the Loan Documents and other instruments mentioned herein, and amendments, modifications, approvals, consents or waivers hereto or hereunder, (d) the reasonable out-of-pocket fees, costs, expenses and disbursements of Agent incurred in connection with the syndication and/or participation of the Loans, (e) all other reasonable and documented out-of-pocket fees, expenses and disbursements of the Agent incurred by the Agent in connection with the preparation or interpretation of the Loan Documents and other instruments mentioned herein, the addition or substitution of additional Subject Properties, the making of each advance hereunder, the issuance of Letters of Credit, and the syndication of the Commitments pursuant to §18 (without duplication of those items addressed in subparagraph (d), above), (f) all out-of-pocket expenses (including attorneys’ fees and costs, and the fees and costs of appraisers, engineers, investment bankers or other experts retained by any Lender or the Agent) incurred by any Lender or the Agent in connection with (i) the enforcement of or preservation of rights under any of the Loan Documents against the Borrower or the Guarantors or the administration thereof after the occurrence of a Default or Event of Default and (ii) any litigation, proceeding or dispute whether arising hereunder or otherwise, in any way related to the Agent’s or any of the Lenders’ relationship with the Borrower or the Guarantors, (g) all reasonable and documented out-of-pocket fees, expenses and disbursements of the Agent incurred in connection with UCC searches and/or title searches, (h) all reasonable out-of-pocket fees, expenses and disbursements (including reasonable attorneys’ fees and costs) which may be incurred by KeyBank in connection with the execution and delivery of this Agreement and the other Loan Documents (without duplication of any of the items listed above), and (i) all expenses relating to the use of Intralinks, SyndTrak or any other similar system for the dissemination and sharing of documents and information in connection with the Loans. The covenants of this §15 shall survive the repayment of the Loans and the termination of the obligations of the Lenders hereunder for two (2) years following repayment of the Loans and termination of the obligations of the Lenders to lend or issue Letters of Credit hereunder.

## §16. INDEMNIFICATION.

The Borrower and Parent, jointly and severally, agree to indemnify and hold harmless the Agent, the Lenders and the Arranger and each director, officer, employee, agent and Person who controls the Agent or any Lender or the Arranger against any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all liabilities, losses, damages and expenses of every nature and character arising out of or relating to this Agreement or any of the other Loan Documents or the transactions contemplated hereby and thereby (but not including separate financings provided by any Lender to a Subsidiary of Borrower that is not a Subsidiary Guarantor or an Unencumbered Property Subsidiary) including, without limitation, (a) any and all claims for brokerage, leasing, finders or similar fees which may be made relating to the Subject Properties or the Loans, (b) any condition of the Subject Properties or any other Real Estate, (c) any actual or proposed use by the Borrower of the proceeds of any of the Loans or Letters of Credit, (d) any actual or alleged infringement of any patent, copyright, trademark, service mark or similar right of the Borrower, the Guarantors, or any of their respective Subsidiaries, (e) the Borrower and the Guarantors entering into or performing this Agreement or any of the other Loan Documents, (f) any actual or alleged violation of any law, ordinance, code, order, rule, regulation, approval, consent, permit or license relating to the Subject Properties or any other Real Estate, (g) with respect to the Borrower, the Guarantors and their respective Subsidiaries and their respective properties and assets, the violation of any Environmental Law, the Release or threatened Release of any Hazardous Substances or any action, suit, proceeding or investigation brought or threatened with respect to any Hazardous Substances (including, but not limited to, claims with respect to wrongful death, personal injury, nuisance or damage to property), and (h) any use of Intralinks, SyndTrak or any other system for the dissemination and sharing of documents and information, in each case including, without limitation, the reasonable fees and disbursements of counsel incurred in connection with any such investigation, litigation or other proceeding; provided, however, that the Borrower shall not be obligated under this §16 to indemnify any Person for liabilities arising from such Person’s own gross negligence or willful misconduct as determined by a court of competent jurisdiction

after the exhaustion of all applicable appeal periods. In litigation, or the preparation therefor, the Lenders and the Agent shall be entitled to select a single law firm as their own counsel and, in addition to the foregoing indemnity, the Borrower agrees to pay promptly the reasonable fees and expenses of such counsel. No person indemnified hereunder shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby. If, and to the extent that the obligations of the Borrower under this §16 are unenforceable for any reason, the Borrower hereby agrees to make the maximum contribution to the payment in satisfaction of such obligations which is permissible under Applicable Law. The provisions of this §16 shall survive the repayment of the Loans, the return of the Letters of Credit and the termination of the obligations of the Lenders hereunder.

#### §17. SURVIVAL OF COVENANTS, ETC.

All covenants, agreements, representations and warranties made herein, in the Notes, in any of the other Loan Documents or in any documents or other papers delivered by or on behalf of the Borrower or the Guarantors or any of their respective Subsidiaries pursuant hereto or thereto shall be deemed to have been relied upon by the Lenders and the Agent, notwithstanding any investigation heretofore or hereafter made by any of them, and shall survive the making by the Lenders of any of the Loans and issuance of any Letters of Credit, as herein contemplated, and shall continue in full force and effect so long as any amount due under this Agreement or the Notes or any of the other Loan Documents remains outstanding or any Letters of Credit remain outstanding or any Lender has any obligation to make any Loans or issue any Letters of Credit. The indemnification obligations of the Borrower provided herein and in the other Loan Documents shall survive the full repayment of amounts due and the termination of the obligations of the Lenders hereunder and thereunder to the extent provided herein and therein. All statements contained in any certificate delivered to any Lender or the Agent at any time by or on behalf of the Borrower or the Guarantors or any of their respective Subsidiaries pursuant hereto or in connection with the transactions contemplated hereby shall constitute representations and warranties by such Person hereunder.

#### §18. ASSIGNMENT AND PARTICIPATION.

§18.1 Conditions to Assignment by Lenders. Except as provided herein, each Lender may assign to one or more banks or other entities (but not to any natural person) all or a portion of its interests, rights and obligations under this Agreement (including all or a portion of its Commitment Percentage and Commitment and the same portion of the Loans at the time owing to it and the Notes held by it); provided that (a) the Agent and, so long as no Default or Event of Default exists hereunder, the Borrower shall have each given its prior written consent to such assignment, which consent shall not be unreasonably withheld or delayed (provided that (i) such consent shall not be required for any assignment to another Lender, to a lender which is and remains under common control with the assigning Lender or to a Wholly Owned Subsidiary of such Lender, provided that such assignee shall remain a Wholly Owned Subsidiary of such Lender and (ii) the Borrower will be deemed to have consented unless it provides notice to the Agent and the assigning Lender of its disapproval within fifteen (15) Business Days of receipt of such request and), (b) each such assignment shall be of a constant, and not a varying, percentage of all the assigning Lender's rights and obligations under this Agreement, (c) the parties to such assignment shall execute and deliver to the Agent, for recording in the Register (as hereinafter defined) an Assignment and Acceptance Agreement in the form of Exhibit G annexed hereto, together with any Notes subject to such assignment, (d) in no event shall any assignment be to (i) any Person controlling, controlled by or under common control with, the Borrower or any Guarantor or (ii) a Defaulting Lender or an Affiliate of a Defaulting Lender, (e) such assignee shall have a net worth or unfunded commitment as of the date of such assignment of not less than \$100,000,000.00 (unless otherwise approved by Agent and, so long as no Default or Event of Default exists hereunder, Borrower), (f) such assignee shall acquire an interest in the Loans of not less than \$5,000,000.00 and integral multiples of \$1,000,000.00 in excess thereof (or if less, the remaining Loans of the assignor), unless waived by the Agent, and so long as no Default or Event of Default exists hereunder, the Borrower, (g) if such assignment is less than the assigning Lender's entire Commitment, the assigning Lender shall retain an interest in the Loans of not less than \$5,000,000.00, and (h) such assignee shall be subject to the terms of any intercreditor agreement among the Lenders and the Agent. Upon execution, delivery, acceptance and recording of such Assignment and Acceptance Agreement, (i) the assignee thereunder shall be a party hereto and all other Loan Documents executed by the Lenders and, to the extent provided in such Assignment and Acceptance Agreement, have the rights and obligations of a Lender hereunder, (ii) the assigning Lender shall, upon payment to the Agent of the registration fee referred to in §18.2, be released from its obligations under this Agreement arising after the effective date of such assignment with respect to the assigned portion of its interests, rights and obligations under this Agreement, and (iii) the Agent may unilaterally amend Schedule I hereto to reflect such assignment. In connection with each assignment, the assignee shall represent and warrant to the Agent, the assignor and each other Lender as to whether such assignee is controlling, controlled by, under common control with or is not otherwise free from influence or control by, the Borrower or any Guarantor and whether such assignee is a Defaulting Lender or an Affiliate of a Defaulting Lender. In connection with any assignment of rights and obligations of any Defaulting Lender, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or actions, including funding, with the consent of the Borrower and the Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit in accordance with its Commitment Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under Applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs. Furthermore, in connection with the syndication of the Loan by Agent and Arranger, the Borrower agree to assist Agent and Arranger actively in achieving a timely syndication that is reasonably satisfactory to the Borrower, Agent and Arranger, such assistance to include, among other things, (i) direct contact during the syndication between the Borrower's senior officers, representatives and advisors, on the one hand, and prospective Lenders, on the other hand at such times and places as Agent or Arranger may reasonably request, (ii) providing to Agent and Arranger all financial and other information with respect to the Borrower and the transactions contemplated hereunder that Agent or Arranger may reasonably request, including but not limited to financial projections relating to the

foregoing, and (iii) assistance in the preparation of a confidential information memorandum and other marketing materials to be used in connection with the syndication.

§18.2 Register. The Agent, acting for this purpose as a non-fiduciary agent for Borrower, shall maintain on behalf of the Borrower a copy of each assignment delivered to it and a register or similar list (the "Register") for the recordation of the names and addresses of the Lenders and the Commitment Percentages of and principal amount of the Loans owing to the Lenders from time to time. The entries in the Register shall be conclusive, in the absence of manifest error, and the Borrower, the Guarantors, the Agent and the Lenders may treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and the Lenders at any reasonable time and from time to time upon reasonable prior notice. Upon each such recordation, the assigning Lender agrees to pay to the Agent a registration fee in the sum of \$5,000.00.

§18.3 New Notes. Upon its receipt of an Assignment and Acceptance Agreement executed by the parties to such assignment, together with each Note subject to such assignment, the Agent shall record the information contained therein in the Register. Within five (5) Business Days after receipt of notice of such assignment from Agent, the Borrower, at its own expense, shall execute and deliver to the Agent, in exchange for each surrendered Note, a new Note to the order of such assignee in an amount equal to the amount assigned to such assignee pursuant to such Assignment and Acceptance Agreement and, if the assigning Lender has retained some portion of its obligations hereunder, a new Note to the order of the assigning Lender in an amount equal to the amount retained by it hereunder. Such new Notes shall provide that they are replacements for the surrendered Notes, shall be in an aggregate principal amount equal to the aggregate principal amount of the surrendered Notes, shall be dated the effective date of such Assignment and Acceptance Agreement and shall otherwise be in substantially the form of the assigned Notes. The surrendered Notes shall be canceled and returned to the Borrower.

§18.4 Participations. Each Lender may sell participations to one or more Lenders or other entities in all or a portion of such Lender's rights and obligations under this Agreement and the other Loan Documents; provided that (a) any such sale or participation shall not affect the rights and duties of the selling Lender hereunder, (b) such participation shall not entitle such participant to any rights or privileges under this Agreement or any Loan Documents, including without limitation, rights granted to the Lenders under §4.8, §4.9 and §4.10, (c) such participation shall not entitle the participant to the right to approve waivers, amendments or modifications, (d) such participant shall have no direct rights against the Borrower, (e) such sale is effected in accordance with all Applicable Laws, and (f) such participant shall not be (i) a Person controlling, controlled by or under common control with, or which is not otherwise free from influence or control by any of the Borrower or any Guarantor or (ii) a Defaulting Lender or an Affiliate of a Defaulting Lender; provided, however, such Lender may agree with the participant that it will not, without the consent of the participant, agree to (i) increase, or extend the term or extend the time or waive any requirement for the reduction or termination of, such Lender's Commitment, (ii) extend the date fixed for the payment of principal of or interest on the Loans or portions thereof owing to such Lender (other than pursuant to an extension of the Revolving Credit Maturity Date pursuant to §2.12), (iii) reduce the amount of any such payment of principal, (iv) reduce the rate at which interest is payable thereon or (v) release any Guarantor (except as otherwise permitted under this Agreement). Any Lender which sells a participation shall promptly notify the Agent of such sale and the identity of the purchaser of such interest. In addition, each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any Commitments, Loans, or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan, or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Agent (in its capacity as Agent) shall have no responsibility for maintaining a Participant Register.

§18.5 Pledge by Lender. Any Lender may at any time pledge all or any portion of its interest and rights under this Agreement (including all or any portion of its Note) to any of the twelve Federal Reserve Banks organized under §4 of the Federal Reserve Act, 12 U.S.C. §341, any other central bank having jurisdiction over such Lender or to such other Person as the Agent may approve to secure obligations of such lenders. No such pledge or the enforcement thereof shall release the pledgor Lender from its obligations hereunder or under any of the other Loan Documents.

§18.6 No Assignment by Borrower. The Borrower shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of each of the Lenders.

§18.7 Disclosure. Borrower agrees to promptly cooperate with any Lender in connection with any proposed assignment or participation of all or any portion of its Commitment. The Borrower agrees that in addition to disclosures made in accordance with standard banking practices any Lender may disclose information obtained by such Lender pursuant to this Agreement to assignees or participants and potential assignees or participants hereunder provided such Persons are advised of the provisions of this §18.7. Each Lender agrees for itself that it shall use reasonable efforts in accordance with its customary procedures to hold confidential all non-public information obtained from Parent, Borrower or any other Guarantor that has been identified verbally or in writing as confidential by any of them, and shall use reasonable efforts in accordance with its customary procedures to not disclose such information to any other Person, it being understood and agreed that, notwithstanding the foregoing, a Lender may make (a) disclosures to its participants (provided such Persons are advised of the provisions of this §18.7), (b) disclosures to its directors, officers, employees, Affiliates, accountants, appraisers, legal counsel and other professional advisors of such Lender (provided that such Persons who are not employees of such Lender are advised of the provision of this §18.7), (c) disclosures customarily provided or reasonably required by any potential or actual bona fide assignee, transferee or participant or their respective directors, officers, employees, Affiliates, accountants, appraisers, legal counsel and other professional advisors in connection with a potential or actual assignment or transfer by such Lender of any Loans or any participations therein (provided such Persons are advised of the provisions of this

§18.7), (d) disclosures to bank regulatory authorities or self-regulatory bodies with jurisdiction over such Lender, or (e) disclosures required or requested by any other Governmental Authority or representative thereof or pursuant to legal process; provided that, unless specifically prohibited by Applicable Law or court order, each Lender shall notify Borrower of any request by any Governmental Authority or representative thereof prior to disclosure (other than any such request in connection with any examination of such Lender by such government authority) for disclosure of any such non-public information prior to disclosure of such information. In addition, each Lender may make disclosure of such information to any contractual counterparty in swap agreements or such contractual counterparty's professional advisors (provided such contractual counterparty or professional advisors are advised of the provisions of this §18.7). In addition, the Agent and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors and similar service providers to the lending industry; provided that such information is limited to deal terms and other information customarily found in publications produced by such Persons. Non-public information shall not include any information which is or subsequently becomes publicly available other than as a result of a disclosure of such information by a Lender, or prior to the delivery to such Lender is within the possession of such Lender if such information is not known by such Lender to be subject to another confidentiality agreement with or other obligations of secrecy to Parent, the Borrower or the other Guarantors, or is disclosed with the prior approval of Borrower. Nothing herein shall prohibit the disclosure of non-public information to the extent necessary to enforce the Loan Documents.

§18.8 Amendments to Loan Documents. Upon any such assignment or participation, the Borrower and the Guarantors shall, upon the request of the Agent, enter into such documents as may be reasonably required by the Agent to modify the Loan Documents to reflect such assignment or participation.

§18.9 Mandatory Assignment. In the event the Borrower requests that certain amendments, modifications or waivers be made to this Agreement or any of the other Loan Documents which request is approved by Agent but is not approved by one or more of the Lenders (any such non-consenting Lender shall hereafter be referred to as the "Non-Consenting Lender"), then, within sixty (60) Business Days after the Borrower's receipt of notice of such disapproval by such Non-Consenting Lender, the Borrower shall have the right as to such Non-Consenting Lender, to be exercised by delivery of written notice delivered to the Agent and the Non-Consenting Lender within sixty (60) Business Days of receipt of such notice, to elect to cause the Non-Consenting Lender to transfer its Commitment. The Agent shall promptly notify the remaining Lenders that each of such Lenders shall have the right, but not the obligation, to acquire a portion of the Commitment, pro rata based upon their relevant Commitment Percentages, of the Non-Consenting Lender (or if any of such Lenders does not elect to purchase its pro rata share, then to such remaining Lenders in such proportion as approved by the Agent). In the event that the Lenders do not elect to acquire all of the Non-Consenting Lender's Commitment, then the Agent shall endeavor to find a new Lender or Lenders to acquire such remaining Commitment. Upon any such purchase of the Commitment of the Non-Consenting Lender, the Non-Consenting Lender's interests in the Obligations and its rights and obligations hereunder and under the Loan Documents shall terminate at the date of purchase, and the Non-Consenting Lender shall promptly execute and deliver any and all documents reasonably requested by Agent to surrender and transfer such interest, including, without limitation, an Assignment and Acceptance Agreement in the form attached hereto as Exhibit G and such Non-Consenting Lender's original Note. The purchase price for the Non-Consenting Lender's Commitment shall equal any and all amounts outstanding and owed by the Borrower to the Non-Consenting Lender, including principal and all accrued and unpaid interest or fees, plus any applicable amounts payable pursuant to §4.8 which would be owed to such Non-Consenting Lender if the Loans were to be repaid in full on the date of such purchase of the Non-Consenting Lender's Commitment (provided that the Borrower may pay to such Non-Consenting Lender any interest, fees or other amounts (other than principal) owing to such Non-Consenting Lender).

§18.10 Titled Agents. The Titled Agents shall not have any additional rights or obligations under the Loan Documents, except for those rights, if any, as a Lender.

## §19. NOTICES.

(a) Each notice, demand, election or request provided for or permitted to be given pursuant to this Agreement (hereinafter in this §19 referred to as "Notice"), but specifically excluding to the maximum extent permitted by law any notices of the institution or commencement of foreclosure proceedings, must be in writing and shall be deemed to have been properly given or served by personal delivery or by sending same by overnight courier or by depositing same in the United States Mail, postpaid and registered or certified, return receipt requested, or as expressly permitted herein, by telecopy, and addressed as follows:

If to the Agent or KeyBank:

KeyBank National Association  
127 Public Square, 8th Floor  
Cleveland, Ohio 44114  
Mail Code: OH-01-27-0844  
Attn: Mr. Jason Weaver  
Telecopy No.: (216) 689- 5819

With a copy to:

KeyBank National Association  
4910 Tiedeman Road, 3rd Floor  
Brooklyn, Ohio 44144  
Mail Code: OH-01-51-0311  
Attn: Rosemarie Borrelli  
Telecopy No.: (216) 357- 6383

and

Dentons US LLP  
Suite 5300  
303 Peachtree Street, N.E.  
Atlanta, Georgia 30308  
Attn: William F. Timmons, Esq.  
Telecopy No.: (404) 527-4198  
If to the Borrower:

Gladstone Commercial Limited Partnership  
1521 Westbranch Drive  
Suite 100  
McLean, Virginia 22102  
Attn: Michael Sodo  
Telecopy No.: (703) 287-5901  
With a copy to:

Blank Rome LLP  
1825 Eye Street, NW  
Washington, D.C. 20006  
Attn: Elaine Scivetti

to any other Lender which is a party hereto, at the address for such Lender set forth on its signature page hereto, and to any Lender which may hereafter become a party to this Agreement, at such address as may be designated by such Lender. Each Notice shall be effective upon being personally delivered or upon being sent by overnight courier or upon being deposited in the United States Mail as aforesaid, or if transmitted by telecopy is permitted, upon being sent and confirmation of receipt. The time period in which a response to such Notice must be given or any action taken with respect thereto (if any), however, shall commence to run from the date of receipt if personally delivered or sent by overnight courier, or if so deposited in the United States Mail, the earlier of three (3) Business Days following such deposit or the date of receipt as disclosed on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given shall be deemed to be receipt of the Notice sent. By giving at least fifteen (15) days prior Notice thereof, the Borrower, a Lender or Agent shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

(b) Loan Documents and notices under the Loan Documents may, with Agent's approval, be transmitted and/or signed by facsimile and by signatures delivered in "PDF" format by electronic mail. The effectiveness of any such documents and signatures shall, subject to Applicable Law, have the same force and effect as an original copy with manual signatures and shall be binding on the Borrower, the Guarantors, Agent and Lenders. Agent may also require that any such documents and signature delivered by facsimile or "PDF" format by electronic mail be confirmed by a manually-signed original thereof; provided, however, that the failure to request or deliver any such manually-signed original shall not affect the effectiveness of any facsimile or "PDF" document or signature.

(c) Notices and other communications to the Agent, the Lenders and the Issuing Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Agent, provided that the foregoing shall not apply to notices to any Lender or Issuing Lender pursuant to §2 if such Lender or Issuing Lender, as applicable, has notified the Agent that it is incapable of receiving notices under such Section by electronic communication. The Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. Unless the Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, e-mail or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

## §20. RELATIONSHIP.

Neither the Agent nor any Lender has any fiduciary relationship with or fiduciary duty to the Borrower, the Guarantors or their respective Subsidiaries arising out of or in connection with this Agreement or the other Loan Documents or the transactions contemplated hereunder and thereunder, and the relationship between each Lender and Agent, and the Borrower is solely that of a lender and borrower, and nothing contained herein or in any of the other Loan Documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than lender and borrower.

## §21. GOVERNING LAW; CONSENT TO JURISDICTION AND SERVICE.

**THIS AGREEMENT AND EACH OF THE OTHER LOAN DOCUMENTS, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN OR THEREIN, SHALL, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401,**

**BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THE BORROWER AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK (INCLUDING ANY FEDERAL COURT SITTING THEREIN). THE BORROWER FURTHER ACCEPTS, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF SUCH COURTS AND ANY RELATED APPELLATE COURT AND IRREVOCABLY (i) AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY WITH RESPECT TO THIS AGREEMENT AND ANY OF THE OTHER LOAN DOCUMENTS AND (ii) WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH A COURT IS AN INCONVENIENT FORUM. THE BORROWER FURTHER AGREES THAT SERVICE OF PROCESS IN ANY SUCH SUIT MAY BE MADE UPON THE BORROWER BY MAIL AT THE ADDRESS SPECIFIED IN SECTION 19 HEREOF. IN ADDITION TO THE COURTS OF THE STATE OF NEW YORK OR ANY FEDERAL COURT SITTING THEREIN, THE AGENT OR ANY LENDER MAY BRING ACTION(S) FOR ENFORCEMENT ON A NONEXCLUSIVE BASIS WHERE ANY ASSETS OF BORROWER OR ANY GUARANTOR EXIST AND THE BORROWER CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURTS AND THE SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON THE BORROWER BY MAIL AT THE ADDRESS SPECIFIED IN SECTION 19 HEREOF.**

§22. HEADINGS.

The captions in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

§23. COUNTERPARTS.

This Agreement and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

§24. ENTIRE AGREEMENT, ETC.

This Agreement and the Loan Documents is intended by the parties as the final, complete and exclusive statement of the transactions evidenced by this Agreement and the Loan Documents. All prior or contemporaneous promises, agreements and understandings, whether oral or written, are deemed to be superseded by this Agreement and the Loan Documents, and no party is relying on any promise, agreement or understanding not set forth in this Agreement and the Loan Documents. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except as provided in §27.

§25. WAIVER OF JURY TRIAL AND CERTAIN DAMAGE CLAIMS.

**EACH OF THE BORROWER, PARENT, THE AGENT AND THE LENDERS HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY NOTE OR ANY OF THE OTHER LOAN DOCUMENTS, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. THE BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, PUNITIVE OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. EACH OF THE BORROWER AND PARENT (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY LENDER OR THE AGENT HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH LENDER OR THE AGENT WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (B) ACKNOWLEDGES THAT THE AGENT AND THE LENDERS HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH THEY ARE PARTIES BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS CONTAINED IN THIS §25. EACH OF THE BORROWER AND PARENT ACKNOWLEDGES THAT IT HAS HAD AN OPPORTUNITY TO REVIEW THIS §25 WITH LEGAL COUNSEL AND THAT EACH OF THE BORROWER AND PARENT AGREES TO THE FOREGOING AS ITS FREE, KNOWING AND VOLUNTARY ACT.**

§26. DEALINGS WITH THE BORROWER.

The Agent, the Lenders and their affiliates may accept deposits from, extend credit to, invest in, act as trustee under indentures of, serve as financial advisor of, and generally engage in any kind of banking, trust or other business with the Borrower, the Guarantors and their respective Subsidiaries or any of their Affiliates regardless of the capacity of the Agent or the Lender hereunder. The Lenders acknowledge that, pursuant to such activities, KeyBank or its Affiliates may receive information regarding such Persons (including information that may be subject to confidentiality obligations in favor of such Person) and acknowledge that the Agent shall be under no obligation to provide such information to them. Borrower acknowledges, on behalf of itself and its Affiliates, that the Agent and each of the Lenders and their respective Affiliates may be providing debt financing, equity capital or other services (including financial advisory services) in which Borrower and its Affiliates may have conflicting interests regarding the transactions described herein and otherwise. Neither the Agent nor any Lender will use confidential information described in §18.7 obtained from Borrower by virtue of the transactions contemplated hereby or its other relationships with Borrower and its Affiliates in connection with the performance by the Agent or such Lender or their respective Affiliates of services for other companies, and neither the Agent nor any Lender nor their Affiliates will furnish any such information to other companies. Borrower, on behalf of itself and its Affiliates, also acknowledges that neither the Agent nor any Lender has any obligation to use in connection with the transactions contemplated hereby, or to furnish to Borrower, confidential information obtained from other companies. Borrower, on behalf of

itself and its Affiliates, further acknowledges that one or more of the Agent and Lenders and their respective Affiliates may be a full service securities firm and may from time to time effect transactions, for its own or its Affiliates' account or the account of customers, and hold positions in loans, securities or options on loans or securities of Borrower and its Affiliates.

#### §27. CONSENTS, AMENDMENTS, WAIVERS, ETC.

Except as otherwise expressly provided in this Agreement, any consent or approval required or permitted by this Agreement may be given, and any term of this Agreement or of any other instrument related hereto or mentioned herein may be amended, and the performance or observance by the Borrower or the Guarantors of any terms of this Agreement or such other instrument or the continuance of any Default or Event of Default may be waived (either generally or in a particular instance and either retroactively or prospectively) with, but only with, the written consent of the Required Lenders; provided, however, that the Agreement Regarding Fees may be amended or otherwise modified, or rights or privileges thereunder waived, in a writing executed by the parties thereto only. Notwithstanding the foregoing, none of the following may occur without the written consent of each Lender: (a) a reduction in the rate of interest on the Notes; provided, however, that (i) only the consent of the Term Loan Lenders shall be necessary to reduce the rate of interest, including the Applicable Margin, on the Term Loans and the Term Loan Notes and (ii) only the consent of the Revolving Credit Lenders shall be necessary to reduce the rate of interest, including the Applicable Margin, on the Revolving Credit Loans and the Revolving Credit Notes; (b) an increase in the amount of the Commitments of the Lenders (except as provided in §2.11 and §18.1); (c) a forgiveness, reduction or waiver of the principal of any unpaid Loan or any interest thereon or fee payable under the Loan Documents; provided that only the consent of the Term Loan Lenders or the Revolving Credit Lenders, as the case may be, shall be necessary for any such amendment or waiver that on its face only applies to the Term Loans or the Revolving Credit Loans and Revolving Credit Commitments, respectively; (d) a change in the amount of any fee payable to a Lender hereunder; provided that only the consent of the Revolving Credit Lenders shall be necessary for any such amendment or waiver of the fees described in §2.3; (e) the postponement of any date fixed for any payment of principal of or interest on the Loan, provided that only the consent of the Term Loan Lenders or the Revolving Credit Lenders, as the case may be, shall be necessary for any such postponement that on its face only applies to the Term Loans or the Revolving Credit Loans and Revolving Credit Commitments, respectively; (f) an extension of the Revolving Credit Maturity Date (except as provided in §2.12) or Term Loan Maturity Date, as applicable; (g) a change in the manner of distribution of any payments to the Lenders or the Agent; (h) the release of the Borrower or any Guarantor except as otherwise provided in this Agreement; (i) an amendment of the definition of Required Lenders, Required Revolving Credit Lenders or Required Term Loan Lenders or of any requirement for consent by all of the Lenders; (j) any modification to require a Lender to fund a pro rata share of a request for an advance of the Loan made by the Borrower other than based on its Commitment Percentage; (k) an amendment to this §27; or (l) an amendment of any provision of this Agreement or the Loan Documents which requires the approval of all of the Lenders, the Required Lenders, the Required Revolving Credit Lenders or the Required Term Loan Lenders to require a lesser number of Lenders to approve such action. Any provision of this Agreement or the Loan Documents which requires the approval of all of the Revolving Credit Lenders or the Required Revolving Credit Lenders may not be amended or waived to require a lesser number of Revolving Credit Lenders to approve such action without the written consent of all of the Revolving Credit Lenders. Any provision of this Agreement or the Loan Documents which requires the approval of all of the Term Loan Lenders or the Required Term Loan Lenders may not be amended or waived to require a lesser number of Term Loan Lenders to approve such action without the written consent of all of the Term Loan Lenders. There shall be no amendment, modification or waiver of any provision in the Loan Documents which results in a modification of the conditions to funding with respect to the Revolving Credit Commitment or the Term Loan Commitment without the written consent of the Required Revolving Credit Lenders or the Required Term Loan Lenders, respectively, nor any amendment, modification or waiver that disproportionately affects the Revolving Credit Lenders or the Term Loan Lenders without the approval of the Required Revolving Credit Lenders or the Required Term Loan Lenders, respectively. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders) except that the Commitment of any Defaulting Lender may not be increased without the consent of such Lender. The provisions of §14 may not be amended without the written consent of the Agent. There shall be no amendment, modification or waiver of any provision in the Loan Documents with respect to Letters of Credit without the consent of the Issuing Lender. The Borrower agrees to enter into such modifications or amendments of this Agreement or the other Loan Documents as reasonably may be requested by KeyBank in connection with the syndication of the Loan, provided that no such amendment or modification materially affects or increases any of the obligations of the Borrower hereunder. No waiver shall extend to or affect any obligation not expressly waived or impair any right consequent thereon. No course of dealing or delay or omission on the part of the Agent or any Lender in exercising any right shall operate as a waiver thereof or otherwise be prejudicial thereto. No notice to or demand upon any of the Borrower or the Guarantors shall entitle the Borrower or any Guarantor to other or further notice or demand in similar or other circumstances.

#### §28. SEVERABILITY.

The provisions of this Agreement are severable, and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

#### §29. TIME OF THE ESSENCE.

Time is of the essence with respect to each and every covenant, agreement and obligation of the Borrower and the Guarantors under this Agreement and the other Loan Documents.

#### §30. NO UNWRITTEN AGREEMENTS.

**THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE**

**PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. ANY ADDITIONAL TERMS OF THE AGREEMENT BETWEEN THE PARTIES ARE SET FORTH BELOW.**

§31. REPLACEMENT NOTES.

Upon receipt of evidence reasonably satisfactory to Borrower of the loss, theft, destruction or mutilation of any Note, and in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory to Borrower or, in the case of any such mutilation, upon surrender and cancellation of the applicable Note, Borrower will execute and deliver, in lieu thereof, a replacement Note, identical in form and substance to the applicable Note and dated as of the date of the applicable Note and upon such execution and delivery all references in the Loan Documents to such Note shall be deemed to refer to such replacement Note.

§32. NO THIRD PARTIES BENEFITED.

This Agreement and the other Loan Documents are made and entered into for the sole protection and legal benefit of the Borrower, the Lenders, the Agent, the Arranger and their permitted successors and assigns, and no other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Loan Documents. All conditions to the performance of the obligations of the Agent and the Lenders under this Agreement, including the obligation to make Loans and issue Letters of Credit, are imposed solely and exclusively for the benefit of the Agent and the Lenders and no other Person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that the Agent and the Lenders will refuse to make Loans or issue Letters of Credit in the absence of strict compliance with any or all thereof and no other Person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any and all of which may be freely waived in whole or in part by the Agent and the Lenders at any time if in their sole discretion they deem it desirable to do so. In particular, the Agent and the Lenders make no representations and assume no obligations as to third parties concerning the quality of the construction by the Borrower or any of its Subsidiaries of any development or the absence thereof of defects.

§33. PATRIOT ACT.

Each Lender and the Agent (for itself and not on behalf of any Lender) hereby notifies Borrower and Guarantors that, pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies Borrower and the Guarantors, which information includes names and addresses and other information that will allow such Lender or the Agent, as applicable, to identify Borrower and the Guarantors in accordance with the Patriot Act.

§34. ACKNOWLEDGEMENT AND CONSENT TO BAIL-IN OF EEA FINANCIAL INSTITUTIONS. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and
- (b) the effects of any Bail-In Action on any such liability, including, if applicable:
  - (i) a reduction in full or in part or cancellation of any such liability;
  - (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or
  - (iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

§35. AMENDMENT AND RESTATEMENT OF LOAN DOCUMENTS.

In order to facilitate the amendment and restatement of the Original Credit Agreement, certain new lenders are becoming a party to this Agreement as Term Loan Lenders and/or Revolving Credit Lenders. Contemporaneously with the execution of this Agreement, (i) the Existing Revolving Credit Commitments and Existing Revolving Credit Loans shall be allocated among the Revolving Credit Lenders that are a party to this Agreement in accordance with their respective Revolving Credit Commitment Percentages, and (ii) the Existing Term Loan Commitments and Existing Term Loans shall be allocated among the Term Loan Lenders that are a party to this Agreement in accordance with their respective Term Loan Commitment Percentages. The foregoing is done as an accommodation to the Borrower and the Lenders, and shall be deemed to have occurred with the same force and effect as if such assignments were evidenced by the applicable Assignment and Acceptance Agreement (as defined in the Original Credit Agreement), and no other documents shall be, or shall be required to be, executed in connection therewith, except as provided in §2.1 and §2.2. Any payment that is due and payable to any Lender under the Original Credit Agreement as of the date of this Agreement shall be due and payable in the amount determined pursuant to the Original Credit Agreement for periods prior to the Closing Date on the next payment date for such interest or fee set forth in this Agreement.

§36. WAIVER OF CLAIMS.

Borrower and Parent acknowledge, represent and agree that Borrower and Guarantors as of the date hereof have no defenses, setoffs, claims, counterclaims or causes of action of any kind or nature whatsoever with respect to the "Loan Documents" (as defined in the Original Credit Agreement and this Agreement), the administration or funding of the "Loans" (as defined in the Original Credit Agreement and this Agreement), or with respect to any acts or omissions of Agent or any past or present directors, officers, agents or employees of Agent or any of the Lenders, whether under the Original Credit Agreement or this Agreement or the Loan Documents, and each of Borrower and Parent does hereby expressly waive, release and relinquish any and all such defenses, setoffs, claims, counterclaims and causes of action, if any.

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, each of the undersigned have caused this Agreement to be executed by its duly authorized representatives as of the date first set forth above.

**BORROWER:**

**GLADSTONE COMMERCIAL LIMITED PARTNERSHIP**, a Delaware limited partnership

By: GCLP Business Trust II, a Massachusetts business trust, its sole general partner

By: \_\_\_\_\_  
Name: Michael Sodo  
Title: Trustee

By: \_\_\_\_\_  
Name: Robert Cutlip  
Title: Trustee

(SEAL)

**PARENT:**

**GLADSTONE COMMERCIAL CORPORATION**,  
a Maryland corporation

By: \_\_\_\_\_  
Name: Michael Sodo  
Title: Chief Financial Officer

(SEAL)

*[Signatures Continued on Next Page]*

**LENDERS:**

**KEYBANK NATIONAL ASSOCIATION**, individually and as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices: See §19.

*[Signatures Continued on Next Page]*

**FIFTH THIRD BANK**, an Ohio banking corporation

By: \_\_\_\_\_  
Name: Casey Ciccone  
Title: Vice President

Address for Notices:

Fifth Third Bank  
222 S. Riverside Plaza, MD: GRVR3A  
Chicago, Illinois 60606  
Attention: Casey Ciccone  
Telephone: 312-704-6206  
Facsimile: 312-704-4375

*[Signatures Continued on Next Page]*

**THE HUNTINGTON NATIONAL BANK**

By: \_\_\_\_\_  
Name: Kim P. Meyers  
Title: Assistant Vice President

Address for Notices:

The Huntington National Bank  
200 Public Square, CM-17  
Cleveland, Ohio 44114  
Attention: Scott Childs  
Telephone: 216-515-6529  
Facsimile: 888-987-9315

*[Signatures Continued on Next Page]*

**U.S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: Jeffrey Geifman  
Title: Senior Vice President

Address for Notices:

U.S. Bank National Association  
1650 Tysons Boulevard, Suite 250  
McLean, Virginia 22102  
Attention: Ronald Briggs, ARM  
Telephone: 703-442-1380  
Facsimile: 703-442-5495

**EXHIBIT A-1**

**FORM OF [AMENDED AND RESTATED] REVOLVING CREDIT NOTE**

\$ \_\_\_\_\_, 2017

FOR VALUE RECEIVED, the undersigned, GLADSTONE COMMERCIAL LIMITED PARTNERSHIP, a Delaware limited partnership ("Maker"), hereby promises to pay to \_\_\_\_\_ ("Payee"), or order, in accordance with the terms of that certain Second Amended and Restated Credit Agreement, dated as of October 27, 2017, as from time to time in effect, by and among Maker, Gladstone Commercial Corporation, KeyBank National Association, for itself and as Agent, and such other Lenders as may be from time to time named therein (the "Credit Agreement"), to the extent not sooner paid, on or before the Revolving Credit Maturity Date, the

principal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), or such amount as may be advanced by the Payee under the Credit Agreement as a Revolving Credit Loan with daily interest from the date thereof, computed as provided in the Credit Agreement, on the principal amount hereof from time to time unpaid, at a rate per annum on each portion of the principal amount which shall at all times be equal to the rate of interest applicable to such portion in accordance with the Credit Agreement, and with interest on overdue principal and, to the extent permitted by Applicable Law, on overdue installments of interest and late charges at the rates provided in the Credit Agreement. Interest shall be payable on the dates specified in the Credit Agreement, except that all accrued interest shall be paid at the stated or accelerated maturity hereof or upon the prepayment in full hereof. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

Payments hereunder shall be made to the Agent for the Payee at 127 Public Square, Cleveland, Ohio 44114-1306, or at such other address as Agent may designate from time to time.

This Note is one of one or more Revolving Credit Notes evidencing borrowings under and is entitled to the benefits and subject to the provisions of the Credit Agreement. The principal of this Note may be due and payable in whole or in part prior to the Revolving Credit Maturity Date and is subject to mandatory prepayment in the amounts and under the circumstances set forth in the Credit Agreement, and may be prepaid in whole or from time to time in part, all as set forth in the Credit Agreement.

Notwithstanding anything in this Note to the contrary, all agreements between the undersigned Maker and the Lenders and the Agent, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of acceleration of the maturity of any of the Obligations or otherwise, shall the interest contracted for, charged or received by the Lenders exceed the maximum amount permissible under Applicable Law. If, from any circumstance whatsoever, interest would otherwise be payable to the Lenders in excess of the maximum lawful amount, the interest payable to the Lenders shall be reduced to the maximum amount permitted under Applicable Law; and if from any circumstance the Lenders shall ever receive anything of value deemed interest by Applicable Law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal balance of the Obligations of the undersigned Maker and to the payment of interest or, if such excessive interest exceeds the unpaid balance of principal of the Obligations of the undersigned Maker, such excess shall be refunded to the undersigned Maker. All interest paid or agreed to be paid to the Lenders shall, to the extent permitted by Applicable Law, be amortized, prorated, allocated and spread throughout the full period until payment in full of the principal of the Obligations of the undersigned Maker (including the period of any renewal or extension thereof) so that the interest thereon for such full period shall not exceed the maximum amount permitted by Applicable Law. This paragraph shall control all agreements between the undersigned Maker and the Lenders and the Agent.

In case an Event of Default shall occur, the entire principal amount of this Note may become or be declared due and payable in the manner and with the effect provided in said Credit Agreement.

This Note shall, pursuant to New York General Obligations Law Section 5-1401, be governed by the laws of the State of New York.

**[This Note and certain other Notes being executed contemporaneously herewith are delivered in amendment and restatement of the "Revolving Credit Notes" as such term is defined in the Original Credit Agreement.]**

The undersigned Maker and all guarantors and endorsers hereby waive presentment, demand, notice, protest, notice of intention to accelerate the indebtedness evidenced hereby, notice of acceleration of the indebtedness evidenced hereby and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Note, except as specifically otherwise provided in the Credit Agreement, and assent to extensions of time of payment or forbearance or other indulgence without notice.

*[Signatures Appear on Next Page]*

IN WITNESS WHEREOF, the undersigned has by its duly authorized officer executed this Note on the day and year first above written.

**GLADSTONE COMMERCIAL LIMITED  
PARTNERSHIP**, a Delaware limited partnership

By: GCLP Business Trust II, a Massachusetts business trust, its sole general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

**EXHIBIT A-2**

**FORM OF [AMENDED AND RESTATED] TERM LOAN NOTE**

\$ \_\_\_\_\_, 2017

FOR VALUE RECEIVED, the undersigned, GLADSTONE COMMERCIAL LIMITED PARTNERSHIP, a Delaware limited partnership ("Maker"), hereby promises to pay to \_\_\_\_\_ ("Payee"), or order, in accordance with the terms of that certain Second Amended and Restated Credit Agreement, dated as of October 27, 2017, as from time to time in effect, by and among Maker, Gladstone Commercial Corporation, KeyBank National Association, for itself and as Agent, and such other Lenders as may be from time to time named therein (the "Credit Agreement"), to the extent not sooner paid, on or before the Term Loan Maturity Date, the principal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), or such amount as may be advanced by the Payee under the Credit Agreement as a Term Loan with daily interest from the date thereof, computed as provided in the Credit Agreement, on the principal amount hereof from time to time unpaid, at a rate per annum on each portion of the principal amount which shall at all times be equal to the rate of interest applicable to such portion in accordance with the Credit Agreement, and with interest on overdue principal and, to the extent permitted by Applicable Law, on overdue installments of interest and late charges at the rates provided in the Credit Agreement. Interest shall be payable on the dates specified in the Credit Agreement, except that all accrued interest shall be paid at the stated or accelerated maturity hereof or upon the prepayment in full hereof. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

Payments hereunder shall be made to the Agent for the Payee at 127 Public Square, Cleveland, Ohio 44114-1306, or at such other address as Agent may designate from time to time.

This Note is one of one or more Term Loan Notes evidencing borrowings under and is entitled to the benefits and subject to the provisions of the Credit Agreement. The principal of this Note may be due and payable in whole or in part prior to the Term Loan Maturity Date and is subject to mandatory prepayment in the amounts and under the circumstances set forth in the Credit Agreement, and may be prepaid in whole or from time to time in part, all as set forth in the Credit Agreement.

Notwithstanding anything in this Note to the contrary, all agreements between the undersigned Maker and the Lenders and the Agent, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of acceleration of the maturity of any of the Obligations or otherwise, shall the interest contracted for, charged or received by the Lenders exceed the maximum amount permissible under Applicable Law. If, from any circumstance whatsoever, interest would otherwise be payable to the Lenders in excess of the maximum lawful amount, the interest payable to the Lenders shall be reduced to the maximum amount permitted under Applicable Law; and if from any circumstance the Lenders shall ever receive anything of value deemed interest by Applicable Law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal balance of the Obligations of the undersigned Maker and to the payment of interest or, if such excessive interest exceeds the unpaid balance of principal of the Obligations of the undersigned Maker, such excess shall be refunded to the undersigned Maker. All interest paid or agreed to be paid to the Lenders shall, to the extent permitted by Applicable Law, be amortized, prorated, allocated and spread throughout the full period until payment in full of the principal of the Obligations of the undersigned Maker (including the period of any renewal or extension thereof) so that the interest thereon for such full period shall not exceed the maximum amount permitted by Applicable Law. This paragraph shall control all agreements between the undersigned Maker and the Lenders and the Agent.

In case an Event of Default shall occur, the entire principal amount of this Note may become or be declared due and payable in the manner and with the effect provided in said Credit Agreement.

This Note shall, pursuant to New York General Obligations Law Section 5-1401, be governed by the laws of the State of New York.

**[This Note and certain other Notes being executed contemporaneously herewith are delivered in amendment and restatement of the "Term Loan Notes" as such term is defined in the Original Credit Agreement.]**

The undersigned Maker and all guarantors and endorsers hereby waive presentment, demand, notice, protest, notice of intention to accelerate the indebtedness evidenced hereby, notice of acceleration of the indebtedness evidenced hereby and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Note, except as specifically otherwise provided in the Credit Agreement, and assent to extensions of time of payment or forbearance or other indulgence without notice.

*[Signatures Appear on Next Page]*

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IN WITNESS WHEREOF, the undersigned has by its duly authorized officer executed this Note on the day and year first above written.

**GLADSTONE COMMERCIAL LIMITED  
PARTNERSHIP**, a Delaware limited partnership

By: GCLP Business Trust II, a Massachusetts business trust, its sole general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

**EXHIBIT B**

**FORM OF JOINDER AGREEMENT**

THIS JOINDER AGREEMENT (“Joinder Agreement”) is executed as of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, a \_\_\_\_\_ (“Joining Party”), and delivered to KeyBank National Association, as Agent, pursuant to §5.2 of that certain Second Amended and Restated Credit Agreement dated as of October 27, 2017, as from time to time in effect (the “Credit Agreement”), by and among Gladstone Commercial Limited Partnership (the “Borrower”), Gladstone Commercial Corporation (“Parent”), KeyBank National Association, for itself and as Agent, and the other Lenders from time to time party thereto. Terms used but not defined in this Joinder Agreement shall have the meanings defined for those terms in the Credit Agreement.

**RECITALS**

(1) Joining Party is required, pursuant to §5.2 of the Credit Agreement, to become an additional Subsidiary Guarantor under the Guaranty and the Contribution Agreement.

(1) Joining Party expects to realize direct and indirect benefits as a result of the availability to Borrower of the credit facilities under the Credit Agreement.

NOW, THEREFORE, Joining Party agrees as follows:

**AGREEMENT**

1. **Joinder.** By this Joinder Agreement, Joining Party hereby becomes a “Subsidiary Guarantor” and a “Guarantor” under the Credit Agreement, the Guaranty, and the other Loan Documents with respect to all the Obligations of Borrower now or hereafter incurred under the Credit Agreement and the other Loan Documents, and a “Subsidiary Guarantor” under the Contribution Agreement. Joining Party agrees that Joining Party is and shall be bound by, and hereby assumes, all representations, warranties, covenants, terms, conditions, duties and waivers applicable to a Subsidiary Guarantor and a Guarantor under the Credit Agreement, the Guaranty, the other Loan Documents and the Contribution Agreement.

2. **Representations and Warranties of Joining Party.** Joining Party represents and warrants to Agent that, as of the Effective Date (as defined below), except as disclosed in writing by Joining Party to Agent on or prior to the date hereof and approved by the Agent in writing (which disclosures shall be deemed to amend the Schedules and other disclosures delivered as contemplated in the Credit Agreement), the representations and warranties contained in the Credit Agreement and the other Loan Documents are true and correct in all material respects as applied to Joining Party as a Subsidiary Guarantor and a Guarantor on and as of the Effective Date as though made on that date. As of the Effective Date, all covenants and agreements in the Loan Documents and the Contribution Agreement of the Subsidiary Guarantors are true and correct with respect to Joining Party and no Default or Event of Default shall exist upon the Effective Date in the event that Joining Party becomes a Subsidiary Guarantor.

3. **Joint and Several.** Joining Party hereby agrees that, as of the Effective Date, the Guaranty and the Contribution Agreement heretofore delivered to the Agent and the Lenders shall be a joint and several obligation of Joining Party to the same extent as if executed and delivered by Joining Party, and upon request by Agent, will promptly become a party to the Guaranty and the Contribution Agreement to confirm such obligation.

4. **Further Assurances.** Joining Party agrees to execute and deliver such other instruments and documents and take such other action, as the Agent may reasonably request, in connection with the transactions contemplated by this Joinder Agreement.

5. **GOVERNING LAW.** THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACTUAL OBLIGATION UNDER, AND SHALL, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

6. Counterparts. This Agreement may be executed in any number of counterparts which shall together constitute but one and the same agreement.

7. The effective date (the "Effective Date") of this Joinder Agreement is \_\_\_\_\_, 20\_\_.

*[Signatures Appear on Next Page]*

IN WITNESS WHEREOF, Joining Party has executed this Joinder Agreement under seal as of the day and year first above written.

"JOINING PARTY"

\_\_\_\_\_, a \_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SEAL]

ACKNOWLEDGED:

KEYBANK NATIONAL ASSOCIATION, as Agent

By: \_\_\_\_\_

Its: \_\_\_\_\_

[Printed Name and Title]

**EXHIBIT C**

FORM OF REQUEST FOR LOAN

KeyBank National Association, as Agent  
4910 Tiedeman Road, 3<sup>rd</sup> Floor  
Brooklyn, Ohio 44144  
Mail Code: OH-01-51-0311  
Attn: Rosemarie M. Borrelli

Ladies and Gentlemen:

Pursuant to the provisions of §2.7 of that certain Second Amended and Restated Credit Agreement dated as of October 27, 2017, as from time to time in effect (the "Credit Agreement"), by and among Gladstone Commercial Limited Partnership (the "Borrower"), Gladstone Commercial Corporation, KeyBank National Association for itself and as Agent, and the other Lenders from time to time party thereto, the undersigned Borrower hereby requests and certifies as follows:

1. Loan. The undersigned Borrower hereby requests a Revolving Credit Loan under §2.1 of the Credit Agreement:

Principal Amount: \$ \_\_\_\_\_

Type (LIBOR Rate, Base Rate): \_\_\_\_\_

Drawdown Date: \_\_\_\_\_

Interest Period for Revolving Credit LIBOR Rate Loans: \_\_\_\_\_

by credit to the general account of the Borrower with the Agent at the Agent's Head Office.

2. Use of Proceeds. Such Loan shall be used for purposes permitted by §2.9 of the Credit Agreement.

3. No Default. The undersigned Authorized Officer certifies that the Borrower, Guarantors and Unencumbered Property Subsidiaries are and will be in compliance with all covenants under the Loan Documents after giving effect to the making of the Loan requested hereby and no Default or Event of Default has occurred and is continuing. Attached hereto is a Unencumbered Asset Certificate setting forth a calculation of the Unencumbered Asset Availability after giving effect to the Loan requested hereby. No condemnation proceedings are pending or, to the

undersigned knowledge, threatened against any Subject Property.

4. Representations True. The undersigned Authorized Officer certifies, represents and agrees that each of the representations and warranties made by or on behalf of the Borrower, the Guarantors or their respective Subsidiaries, contained in the Credit Agreement, in the other Loan Documents or in any document or instrument delivered pursuant to or in connection with the Credit Agreement was true in all material respects as of the date on which it was made and, is true in all material respects as of the date hereof and shall also be true at and as of the Drawdown Date for the Loan requested hereby, with the same effect as if made at and as of such Drawdown Date, except that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct only as of such specified date, and except to the extent of any changes resulting from transactions permitted by this Agreement.

5. Other Conditions. The undersigned Authorized Officer certifies, represents and agrees that all other conditions to the making of the Loan requested hereby set forth in the Credit Agreement have been satisfied.

6. Definitions. Terms defined in the Credit Agreement are used herein with the meanings so defined.

*[Signatures Appear on Next Page]*

IN WITNESS WHEREOF, the undersigned has duly executed this request this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GLADSTONE COMMERCIAL LIMITED  
PARTNERSHIP**, a Delaware limited partnership

By: GCLP Business Trust II, a Massachusetts business trust, its sole general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

**EXHIBIT D**

**FORM OF LETTER OF CREDIT REQUEST**

**[DATE]**

KeyBank National Association, as Agent  
4910 Tiedeman Road, 3<sup>rd</sup> Floor  
Brooklyn, Ohio 44144  
Mail Code: OH-01-51-0311  
Attn: Rosemarie M. Borrelli

**Re: Letter of Credit Request under Second Amended and Restated Credit Agreement dated as of October 27, 2017**

Ladies and Gentlemen:

Pursuant to §2.10 of that certain Second Amended and Restated Credit Agreement dated as of October 27, 2017, as from time to time in effect, by and among you, certain other Lenders, Gladstone Commercial Corporation and us (the "Credit Agreement"), we hereby request that you issue a Letter of Credit as follows:

- (1) Name and address of beneficiary:
- (1) Face amount: \$
- (1) Proposed Issuance Date:

(1) Proposed Expiration Date:

(1) Other terms and conditions as set forth in the proposed form of Letter of Credit attached hereto.

(1) Purpose of Letter of Credit:

This Letter of Credit Request is submitted pursuant to, and shall be governed by, and subject to satisfaction of, the terms, conditions and provisions set forth in §2.10 of the Credit Agreement.

The undersigned Authorized Officer certifies that the Borrower, Guarantors and Unencumbered Property Subsidiaries are and will be in compliance with all covenants under the Loan Documents after giving effect to the issuance of the Letter of Credit requested hereby and no Default or Event of Default has occurred and is continuing. Attached hereto is a Unencumbered Asset Certificate setting forth a calculation of the Unencumbered Asset Availability after giving effect to the Letter of Credit requested hereby. No condemnation proceedings are pending or, to the undersigned knowledge, threatened against any Subject Property.

We also understand that if you grant this request this request obligates us to accept the requested Letter of Credit and pay the issuance fee and Letter of Credit fee as required by §2.10(e). All capitalized terms defined in the Credit Agreement and used herein without definition shall have the meanings set forth in §1.1 of the Credit Agreement.

The undersigned Authorized Officer certifies, represents and agrees that each of the representations and warranties made by or on behalf of the Borrower, the Guarantors or their respective Subsidiaries, contained in the Credit Agreement, in the other Loan Documents or in any document or instrument delivered pursuant to or in connection with the Credit Agreement was true in all material respects as of the date on which it was made, is true as of the date hereof and shall also be true at and as of the proposed issuance date of the Letter of Credit requested hereby, with the same effect as if made at and as of the proposed issuance date, except that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct only as of such specified date, and except to the extent of any changes resulting from transactions permitted by this Agreement.

Very truly yours,

**GLADSTONE COMMERCIAL LIMITED PARTNERSHIP**, a Delaware limited partnership

By: GCLP Business Trust II, a Massachusetts business trust, its sole general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT E**

FORM OF UNENCUMBERED ASSETS CERTIFICATE

KeyBank National Association, as Agent  
127 Public Square  
Cleveland, Ohio 44114-1306  
Attention: Jason Weaver

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement dated as of October 27, 2017, as from time to time in effect (the "Credit Agreement") by and among Gladstone Commercial Limited Partnership (the "Borrower"), Gladstone Commercial Corporation ("Parent"), KeyBank National Association for itself and as Agent, and the other Lenders from time to time party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

Pursuant to the Credit Agreement, Parent is furnishing to you herewith the Unencumbered Asset Certificate. This certificate is submitted in compliance with requirements of the Credit Agreement.

The undersigned is providing the attached information to demonstrate compliance as of the date hereof with the covenants described in the attachment hereto.

IN WITNESS WHEREOF, the undersigned have duly executed this Unencumbered Asset Certificate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GLADSTONE COMMERCIAL CORPORATION,**  
a Maryland corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[APPENDIX TO UNENCUMBERED ASSET CERTIFICATE]

(To Be Attached)

**EXHIBIT F**

FORM OF COMPLIANCE CERTIFICATE

KeyBank National Association, as Agent  
127 Public Square  
Cleveland, Ohio 44114-1306  
Attn: Jason Weaver

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement dated as of October 27, 2017, as from time to time in effect (the "Credit Agreement") by and among Gladstone Commercial Limited Partnership (the "Borrower"), Gladstone Commercial Corporation ("Parent"), KeyBank National Association for itself and as Agent, and the other Lenders from time to time party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

Pursuant to the Credit Agreement, Parent is furnishing to you herewith (or have most recently furnished to you) the consolidated financial statement of Parent for the fiscal period ended \_\_\_\_\_ (the "Balance Sheet Date"). Such financial statements have been prepared in accordance with GAAP and present fairly the consolidated financial position of Parent at the date thereof and the results of its operations for the periods covered thereby, subject in the case of interim statements only to normal year-end audit adjustments.

This certificate is submitted in compliance with requirements of §2.11(d), §7.4(c) or §10.12 of the Credit Agreement. If this certificate is provided under a provision other than §7.4(c), the calculations provided below are made using the consolidated financial statement of Parent as of the Balance Sheet Date adjusted in the good faith estimate of Borrower to give effect to the making of a Loan, issuance of a Letter of Credit, acquisition or disposition of property or other event that occasions the preparation of this certificate; and the nature of such event and the estimate of Borrower of its effects are set forth in reasonable detail in an attachment hereto. The undersigned officer is the chief financial officer or controller of Parent.

The undersigned representative has caused the provisions of the Loan Documents to be reviewed and have no knowledge of any existing Default or Event of Default. (Note: If the signer does have knowledge of any Default or Event of Default, the form of certificate should be revised to specify the Default or Event of Default, the nature thereof and the actions taken, being taken or proposed to be taken by the Borrower with respect thereto.)

If the Borrower has elected to use an Investment Grade Rating as the basis for the Applicable Margin, as of the date hereof, (i) Borrower [does]/[does not] have an Investment Grade Rating, and (ii) the Credit Rating applicable to Borrower is [N/A]/[\_\_\_\_\_].

The undersigned is providing the attached information to demonstrate compliance as of the date hereof with the covenants described in the attachment hereto.

*[Signatures Appear on Next Page]*

IN WITNESS WHEREOF, the undersigned have duly executed this Compliance Certificate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GLADSTONE COMMERCIAL CORPORATION**, a Maryland corporation

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**APPENDIX TO COMPLIANCE CERTIFICATE**

(See Attached)

**Gladstone Commercial Corporation - Covenant Compliance Certificate**  
**Financials as of**

Date:

UNENCUMBERED COVENANTS	DATE	Comments
<b>I. Unencumbered Leverage Covenant</b>		
a. Facility Balance		
b. LOC's Outstanding		
c. Unencumbered Asset Value (Schedule 1)		
<b>Borrowing Base Leverage ((a plus b) divided by c)</b>	_____	<i>Increases to 65% permitted during a Surge Period</i>
<b>Requirement</b>	_____	
<b>In Compliance?</b>	=====	
<b>II. Unencumbered Debt Service Coverage Ratio</b>		
a. Unencumbered NOI (Schedule 1)		
b. Implied Debt Service (Schedule 1)		
<b>Unencumbered Debt Service Coverage (a divided by b)</b>	_____	<i>Increases to 1.70x starting 1/1/2020 on a building T12M basis</i>
<b>Requirement</b>	_____	
<b>In Compliance?</b>	=====	
<b>III. Minimum Unencumbered Debt Yield</b>		
a. Unencumbered NOI (Schedule 1)		
b. Consolidated Total Unsecured Indebtedness		
<b>Minimum Unencumbered Debt Yield</b>	_____	
<b>Requirement</b>	_____	
<b>In Compliance?</b>	=====	
<b>IV. Minimum Lease Term</b>		
<b>Average Remaining Lease Term - Unencumbered Portfolio</b>	_____	
<b>Requirement</b>	_____	
<b>In Compliance?</b>	=====	
<b>CORPORATE COVENANTS</b>		
<b>IV. Minimum Consolidated Tangible Net Worth</b>		
a. Consolidated Total Asset Value (Schedule 6)		
b. Consolidated Total Indebtedness (Schedule 7)		
<b>Consolidated Tangible Net Worth (a minus b)</b>	_____	<i>85% of current TNW and builds by 80% of future Net Offering Proceeds</i>
<b>Requirement (Schedule 2)</b>	_____	
<b>In Compliance?</b>	=====	
<b>V. Total Leverage Ratio</b>		
a. Consolidated Total Indebtedness (Schedule 7)		
b. Consolidated Total Asset Value (Schedule 6)		
<b>Total Leverage Ratio (a divided by b)</b>	_____	<i>Increase to 65% permitted during a Surge Period</i>
<b>Requirement (Schedule 2)</b>	_____	
<b>In Compliance?</b>	=====	
<b>VI. Debt Yield Ratio</b>		
a. Consolidated EBITDA (Schedule 4)		
b. Consolidated Total Indebtedness (Schedule 7)		
<b>Debt Yield Ratio</b>	_____	
<b>Requirement</b>	_____	
<b>In Compliance?</b>	=====	
<b>V. Fixed Charge Coverage Ratio</b>		
a. EBITDA (Schedule 3)		
b. Consolidated Fixed Charges (Schedule 3)		
<b>Fixed Charge Coverage Ratio (a divided by b)</b>	_____	<i>Increases to 1.45x starting 1/1/2020 on a building T12M basis</i>
<b>Requirement</b>	_____	
<b>In Compliance?</b>	=====	
<b>VII. Maximum Dividend Payout</b>		
a. Distributions (Schedule 5)		
b. Funds from Operations (FFO) (Schedule 5)		
<b>FFO Payout Ratio (a divided by b)</b>	_____	<i>Decreases to 97.5% starting 1/1/2020 on a building T12M basis</i>
<b>Requirement</b>	_____	
<b>In Compliance?</b>	=====	



XIV. Maximum Secured Indebtedness Ratio

a. Consolidated Total Secured Indebtedness  
b. Consolidated Total Asset Value  
Total Leverage Ratio (a divided by b)

Requirement (Schedule 2)  
In Compliance?

Decreases to 47.5% starting 1/1/2020; decreases to 40% upon Investment Grade Rating

XV. Maximum Consolidated Total Equity Pledge Secured Debt

Total Equity Pledge Secured Debt  
Consolidated Total Asset Value  
Ratio (a divided by b)  
Requirement  
In Compliance?

XVI. Restricted Investments

Unconsolidated Affiliates  
Consolidated Total Asset Value  
Ratio (a divided by b)  
Requirement  
In Compliance?

Construction in Progress  
Consolidated Total Asset Value  
Ratio (a divided by b)  
Requirement  
In Compliance?

Unimproved Land  
Consolidated Total Asset Value  
Ratio (a divided by b)  
Requirement  
In Compliance?

Mortgage Notes Receivable  
Consolidated Total Asset Value  
Ratio (a divided by b)  
Requirement  
In Compliance?

Second Lien Mortgage Receivables/Mezzanine Loans  
Consolidated Total Asset Value  
Ratio (a divided by b)  
Requirement  
In Compliance?

Aggregate Restricted Investments  
Consolidated Total Asset Value  
Ratio (a divided by b)  
Requirement  
In Compliance?

**EXHIBIT G**

FORM OF ASSIGNMENT AND ACCEPTANCE AGREEMENT

**THIS ASSIGNMENT AND ACCEPTANCE AGREEMENT** (this "Agreement") dated \_\_\_\_\_, by and between \_\_\_\_\_ ("Assignor"), and \_\_\_\_\_ ("Assignee").

WITNESSETH:

**WHEREAS**, Assignor is a party to that certain Second Amended and Restated Credit Agreement, dated as of October 27, 2017, as from time to time in effect, by and among **GLADSTONE COMMERCIAL LIMITED PARTNERSHIP**, a Delaware limited partnership ("Borrower"), Gladstone Commercial Corporation, the other lenders that are or may become a party thereto, and **KEYBANK NATIONAL ASSOCIATION**, individually and as Agent (the "Loan Agreement"); and

**WHEREAS**, Assignor desires to transfer to Assignee [**Describe assigned Commitment**] under the Loan Agreement and its rights with respect to the Commitment assigned and its Outstanding Loans with respect thereto;

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Definitions. Terms defined in the Loan Agreement and used herein without definition shall have the respective meanings assigned to such terms in the Loan Agreement.

2. Assignment.

(a) Subject to the terms and conditions of this Agreement and in consideration of the payment to be made by Assignee to Assignor pursuant to Paragraph 5 of this Agreement, effective as of the "Assignment Date" (as defined in Paragraph 7 below), Assignor hereby irrevocably sells, transfers and assigns to Assignee, without recourse, a portion of its [Revolving Credit] [Term Loan] Note in the amount of \$ \_\_\_\_\_ representing a \$ \_\_\_\_\_ [Revolving Credit] [Term Loan] Commitment, and a \_\_\_\_\_ percent

(\_\_\_\_%) [Revolving Credit] [Term Loan] Commitment Percentage, and a corresponding interest in and to all of the other rights and obligations under the Loan Agreement and the other Loan Documents relating thereto (the assigned interests being hereinafter referred to as the “Assigned Interests”), including Assignor’s share of all outstanding [Revolving Credit] [Term] Loans with respect to the Assigned Interests and the right to receive interest and principal on and all other fees and amounts with respect to the Assigned Interests, all from and after the Assignment Date, all as if Assignee were an original Lender under and signatory to the Loan Agreement having a [Revolving Credit] [Term Loan] Commitment Percentage equal to the amount of the respective Assigned Interests.

(b) Assignee, subject to the terms and conditions hereof, hereby assumes all obligations of Assignor with respect to the Assigned Interests from and after the Assignment Date as if Assignee were an original Lender under and signatory to the Loan Agreement and the “Intercreditor Agreement” (as hereinafter defined), which obligations shall include, but shall not be limited to, the obligation to make [Revolving Credit] [Term] Loans to the Borrower with respect to the Assigned Interests and to indemnify the Agent as provided therein (such obligations, together with all other obligations set forth in the Loan Agreement and the other Loan Documents are hereinafter collectively referred to as the “Assigned Obligations”). Assignor shall have no further duties or obligations with respect to, and shall have no further interest in, the Assigned Obligations or the Assigned Interests.

### 3. Representations and Requests of Assignor.

(a) Assignor represents and warrants to Assignee (i) that it is legally authorized to, and has full power and authority to, enter into this Agreement and perform its obligations under this Agreement; (ii) that as of the date hereof, before giving effect to the assignment contemplated hereby the principal face amount of Assignor’s [Revolving Credit] [Term Loan] Note is \$ \_\_\_\_\_ and the aggregate outstanding principal balance of the [Revolving Credit] [Term] Loans made by it equals \$ \_\_\_\_\_, and (iii) that it has forwarded to the Agent the [Revolving Credit] [Term Loan] Note held by Assignor. Assignor makes no representation or warranty, express or implied, and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Documents or the execution, legality, validity, enforceability, genuineness or sufficiency of any Loan Document or any other instrument or document furnished pursuant thereto or in connection with the Loan, the collectability of the Loans, the continued solvency of the Borrower or the Guarantors or the continued existence, sufficiency or value of any assets of the Borrower or the Guarantors which may be realized upon for the repayment of the Loans, or the performance or observance by the Borrower or the Guarantors of any of their respective obligations under the Loan Documents to which it is a party or any other instrument or document delivered or executed pursuant thereto or in connection with the Loan; other than that it is the legal and beneficial owner of, or has the right to assign, the interests being assigned by it hereunder and that such interests are free and clear of any adverse claim.

(b) Assignor requests that the Agent obtain replacement Revolving Credit Notes or Term Loan Notes, as applicable, for each of Assignor and Assignee as provided in the Credit Agreement.

4. Representations of Assignee. Assignee makes and confirms to the Agent, Assignor and the other Lenders all of the representations, warranties and covenants of a Lender under Articles 14 and 18 of the Loan Agreement. Without limiting the foregoing, Assignee (a) represents and warrants that it is legally authorized to, and has full power and authority to, enter into this Agreement and perform its obligations under this Agreement; (b) confirms that it has received copies of such documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (c) agrees that it has and will, independently and without reliance upon Assignor, any other Lender or the Agent and based upon such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in evaluating the Loans, the Loan Documents, the creditworthiness of the Borrower and the Guarantors and the value of the assets of the Borrower and the Guarantors, and taking or not taking action under the Loan Documents and any intercreditor agreement among the Lenders and the Agent (the “Intercreditor Agreement”); (d) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers as are reasonably incidental thereto pursuant to the terms of the Loan Documents and the Intercreditor Agreement; (e) agrees that, by this Assignment, Assignee has become a party to and will perform in accordance with their terms all the obligations which by the terms of the Loan Documents and the Intercreditor Agreement are required to be performed by it as a Lender; (f) represents and warrants that Assignee does not control, is not controlled by, is not under common control with and is otherwise free from influence or control by, the Borrower or any Guarantor and is not a Defaulting Lender or an Affiliate of a Defaulting Lender, (g) represents and warrants that Assignee is subject to control, regulation or examination by a state or federal regulatory agency, (h) agrees that if Assignee is not incorporated under the laws of the United States of America or any State, it has on or prior to the date hereof delivered to Borrower and Agent certification as to its exemption (or lack thereof) from deduction or withholding of any United States federal income taxes and (i) Assignee has a net worth or unfunded commitments as of the date hereof of not less than \$100,000,000.00 unless waived in writing by Borrower and Agent as required by the Credit Agreement. Assignee agrees that Borrower may rely on the representation contained in Section 4(i).

5. Payments to Assignor. In consideration of the assignment made pursuant to Paragraph 1 of this Agreement, Assignee agrees to pay to Assignor on the Assignment Date, an amount equal to \$ \_\_\_\_\_ representing the aggregate principal amount outstanding of the [Revolving Credit] [Term] Loans owing to Assignor under the Loan Agreement and the other Loan Documents with respect to the Assigned Interests.

6. Payments by Assignor. Assignor agrees to pay the Agent on the Assignment Date the registration fee required by §18.2 of the Loan Agreement.

### 7. Effectiveness.

(a) The effective date for this Agreement shall be \_\_\_\_\_ (the “Assignment Date”). Following the execution of this Agreement, each party hereto shall deliver its duly executed counterpart hereof to the Agent for acceptance and recording in the Register by the Agent.

(b) Upon such acceptance and recording and from and after the Assignment Date, (i) Assignee shall be a party to the Loan Agreement and the Intercreditor Agreement and, to the extent of the Assigned Interests, have the rights and obligations of a Lender thereunder, and (ii) Assignor shall, with respect to the Assigned Interests, relinquish its rights and be released from its obligations under the Loan Agreement and the Intercreditor Agreement.

(c) Upon such acceptance and recording and from and after the Assignment Date, the Agent shall make all payments in respect of the rights and interests assigned hereby accruing after the Assignment Date (including payments of principal, interest, fees and other amounts) to Assignee.

(d) All outstanding LIBOR Rate Loans shall continue in effect for the remainder of their applicable Interest Periods and Assignee shall accept the currently effective interest rates on its Assigned Interest of each LIBOR Rate Loan.

8. Notices. Assignee specifies as its address for notices and its Lending Office for all assigned Loans, the offices set forth below:

Notice Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Facsimile:

Domestic Lending Office: Same as above

Eurodollar Lending Office: Same as above

9. Payment Instructions. All payments to Assignee under the Loan Agreement shall be made as provided in the Loan Agreement in accordance with the separate instructions delivered to Agent.

10. Governing Law. THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT FOR ALL PURPOSES AND TO BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REFERENCE TO CONFLICT OF LAWS).

11. Counterparts. This Agreement may be executed in any number of counterparts which shall together constitute but one and the same agreement.

12. Amendments. This Agreement may not be amended, modified or terminated except by an agreement in writing signed by Assignor and Assignee, and consented to by Agent.

13. Successors. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns as permitted by the terms of Loan Agreement and the Intercreditor Agreement.

[signatures on following page]

IN WITNESS WHEREOF, intending to be legally bound, each of the undersigned has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, as of the date first above written.

ASSIGNEE:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNOR:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

RECEIPT ACKNOWLEDGED AND  
ASSIGNMENT CONSENTED TO BY:

KEYBANK NATIONAL ASSOCIATION, as Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

CONSENTED TO BY:

GLADSTONE COMMERCIAL LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: GCLP Business Trust II, a Massachusetts business trust,  
its sole general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT H**

FORM OF LETTER OF CREDIT APPLICATION

[See Attached]



Application for Irrevocable Standby Letter of Credit

<b>To: Standby Letter of Credit Services</b> <input type="checkbox"/> 4900 Tiedeman, 1 <sup>st</sup> floor Cleveland, Ohio 44144-2302 Mailcode: OH-01-49-1003 Fax Number: (216) 813-3719		<input type="checkbox"/> 726 Exchange Street, Suite 900 Buffalo, New York 14210 Mailcode: NY-00-72-0100 Fax Number: (216) 813-3719	
Please issue your Irrevocable Standby Letter of Credit and notify the Beneficiary no later than _____ (date) via Courier to Attention: _____ (Telephone Number) _____ SWIFT (Advising Bank Swift Address, if known _____ )			
<b>Advising Bank (if applicable)</b> Name: _____ Address: _____			
<b>Account Party(ies)/Applicant(s) Name and Address:</b> (PO Box is not acceptable) _____ _____ _____		<b>Applicant Name to appear on the Letter of Credit (if different from Account Party):</b> (Name and address (PO Box is not acceptable), _____ _____ _____ _____ Is this party legally related to Account Party through ownership? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please indicate relationship: <input type="checkbox"/> Parent <input type="checkbox"/> Subsidiary <input type="checkbox"/> Affiliate <input type="checkbox"/> Owner If no, provide the following: a. Tax ID number: _____ b. If an individual, date of birth: _____ c. Brief description of why account party is applying for a Letter of Credit for a non-related entity: _____	
<b>Beneficiary Name and Address:</b> _____ _____ _____		<b>Brief description of underlying transaction:</b> _____	
<b>Expiration Date:</b> _____		<b>Dollar Amount \$ _____ and currency if other than USD _____</b> (Amount in words): _____	
Automatic Extension Clause? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, indicate Number of Days for Notice: _____ if No, leave blank.		Is there an Ultimate Expiration Date? ___ Yes ___ No If yes, indicate Ultimate Expiration Date: _____	
<input type="checkbox"/> Available by Drafts at sight drawn on KeyBank National Association and accompanied by the following documentation:			
<input type="checkbox"/> A statement signed by an authorized representative of Beneficiary stating: "_____, has not performed or fulfilled all of the undertakings, covenants and conditions in accordance with the terms of the agreement dated _____ between (Applicant) and (Beneficiary)."			
<input type="checkbox"/> A certificate signed by an authorized representative of Beneficiary stating: "We hereby certify that _____, has failed to honor their contractual agreement dated _____ between (Applicant) and (Beneficiary)."			
<input type="checkbox"/> A statement signed by an authorized representative of Beneficiary stating as follows: (insert wording that is to appear in the statement accompanying the draft): _____			
<input type="checkbox"/> No statement or document other than Beneficiary's draft is required to be presented under this Letter of Credit.			
<input type="checkbox"/> Issue per attached sample			

Partial Drawings:	<input type="checkbox"/> Permitted	<input type="checkbox"/> Not Permitted	Charges for: Applicant
Multiple Drawings:	<input type="checkbox"/> Permitted	<input type="checkbox"/> Not Permitted	

Special instructions or conditions: \_\_\_\_\_

Account Party(ies) shall keep and maintain Demand Deposit Account No. \_\_\_\_\_ at all times until the Letter of Credit has finally expired and all reimbursement and other obligations in respect thereof have been paid in full in cash. KeyBank is authorized to debit the Demand Deposit Account or any successor account to pay any amounts which become due by Account Party(ies) in connection with the Letter of Credit, including any fees charged to Account Party(ies) or the amount of any draw(s) made under the Letter of Credit by the Beneficiary. KeyBank and any applicable Keycorp Affiliates (collectively and severally "Key") shall have all rights, remedies and/or collateral provided for under (a) any Standby Letter of Credit Reimbursement and Security Agreement executed by the Account Party(ies) in favor of Key at, prior to or after the date hereof and any other reimbursement agreement, credit agreement, security agreement, pledge agreement or other agreement or instrument in effect at any time between Account Party(ies) and Key that obligate and/or secure reimbursement in respect of letters of credit by Account Party(ies) or any of them.

This application and agreement and each letter of credit are subject to the provisions of, and Key shall have all rights and remedies provided for under (a) Article 5 of the Uniform Commercial Code as in effect from time to time and (b) either the Uniform Customs and Practice for Documentary Credits or the International Standby Practices, in each case as established by the International Chamber of Commerce from time to time (whichever may be determined to be appropriate by Key under the circumstances) and to the terms and conditions set forth in the Standby Letter of Credit Reimbursement and Security Agreement dated \_\_\_\_\_ executed by the Account Parties.

_____ <b>Authorized Signer- Applicant</b> _____ Signer's printed name [Only required if different from Account Party]	Date: _____
_____ <b>Authorized Signer- Account Party</b> _____ Signer's printed name	Date: _____



**STANDBY LETTER OF CREDIT REIMBURSEMENT  
AND SECURITY AGREEMENT**

In consideration of the issuance from time to time, at the request of the Account Parties of one or more Credits in accordance with the terms of any Standby Letter of Credit Application(s) submitted by the Account Parties to the Issuer, the Account Parties hereby represent, warrant and agree as follows:

1. **DEFINITIONS:** The following definitions shall apply herein:

“ACCOUNT PARTIES” is defined in Paragraph 13 below.

“AGREEMENT” means this Standby Letter of Credit Reimbursement and Security Agreement, including as the same may from time to time be amended, modified, supplements and/or restated.

“BANK LIABILITIES” is defined in Paragraph 8 below.

“CREDIT” means each letter of credit requested or described in any Letter of Credit Application submitted to the Issuer by any of the Account Parties and issued by the Issuer, including, in each case, as the same may be amended from time to time.

“DEPOSIT ACCOUNT” is defined in Paragraph 2 below.

“DOCUMENTS” mean any document, however evidenced, negotiable or non-negotiable, including, but not limited to, all documents and certificates accompanying or relating to presentations, drafts or demands under or in respect of any Credit.

“DRAFTS” means any draft drawn under or presentment or demand made for payment on any Credit.

“ISP” means the International Standby Practices adopted by the International Chamber of Commerce in force at the time of issuance of the Credit, as the same may be thereafter amended or replaced.

“ISSUER” means any KeyCorp affiliate that issues any Credit.

“LETTER OF CREDIT APPLICATION” means any request submitted by any of the Account Parties to the Issuer (in written or electronic form and whether set forth on the Issuer’s application form or otherwise) for the issuance of any Credit or Credits for the account of any of the Account Parties.

“PROPERTY” means all tangible and intangible property of any kind, whether real, personal or mixed, including, without limitation, goods, negotiable or non-negotiable instruments, documents of title, securities, funds, choses in action and any right or interest therein. Property in Issuer’s possession shall include Property in possession of any person or entity other than Issuer that holds such property as agent, trustee or otherwise for the benefit or account of Issuer.

“REIMBURSEMENT OBLIGATIONS” means the obligations of the Account Parties to reimburse the Issuer for all payments made by or for the account of the Issuer with respect to any presentment on a Credit and to pay, reimburse and/or indemnify the Issuer for all fees, charges, costs, expenses and liabilities charged or incurred by or asserted against the Issuer in connection with this Agreement, any Letter of Credit Application and/or any Credit and includes, without limitation, all such obligations provided for in Sections 2, 3 and 7 of this Agreement..

**“REQUESTS”** means any request, instruction, waiver or agreement made or agreed upon by any of the Account Parties and communicated to the Issuer in writing, by telephone or by any means of electronic communication that is honored or relied upon by the Issuer in connection with the issuance, terms, amendment, waiver of discrepancies, and/or honor, dishonor, payment or acceptance of any presentment or drawing on any Credit.

**“UNIFORM CUSTOMS”** means the Uniform Customs and Practice for Documentary Credits adopted by the International Chamber of Commerce in force at the time of issuance of the Credit, as the same may be thereafter amended or replaced.

**2. PAYMENT TERMS:** The Issuer may honor and accept or pay any draft, demand or drawing presented to Issuer on or in respect of any Credit, regardless of when drawn or presented and whether or not negotiated, if such presentment, any related documents required to accompany the drawing and any transmittal advice are dated on or before the expiration date of the Credit. The expiration date of the Credit shall in all cases be the expiration date stated therein or in any amendment expressly extending such date, and shall not be extended or deemed extended on account of or by reference to any action or inaction of any person or entity or the terms of any other communication or agreement. Issuer may accept any presentment, draft, instruction or other document that appears on its face to be signed or issued by the beneficiary or other party authorized or specified under the Credit to draw or issue such instruments or other documents, whether in the name of the beneficiary or other party as reflected in the Credit or as such name may have been changed, and/or by any successor to or administrator, executor, trustee in bankruptcy, debtor in possession assignee for the benefit of creditors, liquidator, receiver, conservator, or other legal representative of the beneficiary or such other party, if the same otherwise complies on its face with the terms of the Credit. The Account Parties, jointly and severally, agree to reimburse Issuer at its main office on demand in United States Dollars: (A) as to drafts payable in United States Dollars drawn or to be drawn under the Credit, the amount paid or payable thereon, or (B) as to such drafts payable in currency other than United States Dollars, the equivalent of the amount paid in United States Dollars at Issuer's selling rate of exchange in the currency in which such draft is drawn, (C) any and all other expenses or charges incurred by Issuer in issuing or effecting payment of the Credit, for perfecting or maintaining, and insuring the Property, and for enforcing Issuer's rights and remedies under this Agreement, (D) interest from the date of such payment at a rate per annum equal to the greater of (i) zero and (ii) the Prime Rate of KeyBank National Association in effect from time to time plus the rate margin customarily charged by Issuer to other account parties with similar credit worthiness and in like circumstances or as agreed by Account Parties, upon all unpaid drafts and other payment, reimbursement and/or indemnification obligations of Account Parties hereunder until paid in full, but in no event higher than the highest lawful rate permitted by law, and (E) such commission, issuance, letter of credit commitment fees, draw fees, and negotiation fees at such rate as Issuer may determine from time to time and/or as agreed by Account Parties. The Account Parties shall at all times keep and maintain a deposit account at the Issuer described in the Application (the "Deposit Account"). Without prior notice or demand Issuer is authorized to charge the Deposit Account or any other deposit account maintained by any of the Account Parties with Issuer or any other KeyCorp affiliate for the amount of any draft and all other reimbursement obligations hereunder.

**3. INCREASED COSTS:** If any law or regulation, or change therein, or interpretation, administration or enforcement thereof, by any person, agency or court shall (A) impose upon or modify any reserve or special deposit requirement, insurance assessment or other requirement against or affecting the Credit, or (B) impose any tax, other than tax imposed upon the income of Issuer, or withholding of any kind, or (C) impose or modify any capital requirement, impose any condition upon, supplement to or increase of any kind to Issuer's capital base, and the result of any such event increases the cost or decreases the benefit to Issuer of issuing or maintaining any Credit, then the Account Parties shall pay to Issuer upon request such amounts as are advised by Issuer that are necessary to compensate Issuer for all increased costs and/or decreased benefits attributable to any of the foregoing. Upon written request, Issuer will certify such amounts. Issuer's certification shall be conclusive absent manifest error.

**4. REQUESTS:** Requests shall be made by those persons purportedly authorized by any of the Account Parties. Account Parties agree to provide Issuer from time to time a written list of all such authorized representatives. Issuer shall not be obligated to identify or confirm such persons beyond the use of the

authorized name or code identification, if any, that is established by Issuer and/or Account Parties. All requests will be confirmed by Issuer in writing or through the use of any electronic communication system used in the ordinary course of business between Issuer and the Account Parties. The Account Parties will promptly report all discrepancies upon their receipt of such confirmation. Issuer may, but shall not be obligated to, assign a unique code number or word and require such code to be used by the Account Parties, and thereafter all further requests shall refer to such code. Issuer shall not be liable for any loss which the Account Parties may incur as a result of Issuer's compliance with any request received by Issuer that complies with the terms of this Agreement, even if in fact unauthorized, provided that Issuer acted in good faith and exercised reasonable care.

**5. MODIFICATION OF CREDITS:** Any amendment to the terms of a Credit may be authorized by those persons purportedly authorized by any one of the Account Parties without notice to any other of the Account Parties, but any increase in the amount of a Credit or extension of the expiration date under a Credit for presentation of Drafts or Documents shall only be approved by those persons authorized by the Account Parties. Account Parties agree that if a Credit provides for automatic renewal or extension of the expiration date unless the beneficiary is notified to the contrary in advance of any then current expiration date, and Account Parties determine to instruct the Issuer not to allow such renewal or extension, Account Parties must notify Issuer in writing to such effect not later than 60 days prior to the latest then applicable date for notification of the beneficiary of non-renewal or non-extension under the terms of the Credit. If such notice by the Account Parties is not timely made, Issuer may automatically renew or extend the Credit and Account Parties will have no claim or cause of action against Issuer and will continue to be fully liable for all Reimbursement Obligations incurred and/or arising with respect to such Credit, including after giving effect to any such automatic renewal or extension. Issuer may, in its sole discretion, elect not to renew or extend any Credit and if Issuer does not renew or extend the Credit Account Parties will have no claim or cause of action against Issuer and will continue to be fully liable for all Reimbursement Obligations incurred and/or arising with respect to such Credit, including as a result of the non-renewal or non-extension thereof. This Agreement shall in all events be and remain binding upon all of the Account Parties with regard to the Credit, as increased, amended, extended or renewed, notwithstanding any refusal of Issuer to agree to any increase, amendment, renewal or extension, as to the form, content, action or inaction taken with respect to any Drafts, Documents and/or Property associated therewith and/or any action taken or not taken by Issuer and any of Issuer's correspondents in connection therewith.

**6. LIMITED LIABILITY:** None of Issuer, Issuer's employees, agents or correspondents or any person or entity advising or confirming any Credit shall be responsible for or liable on account of: (A) the invalidity, insufficiency, or any lack of genuineness or due authorization of any Draft or Document or any fraud or forgery of or affecting any Draft or Document; (B) the inadequacy of insufficiency of the coverages and/or terms of any insurance, any lack of validity, genuineness or enforceability of any insurance or associated Document or the insolvency of any insurer; (C) the performance, solvency or financial responsibility of any party issuing or having liability on or under any Document; (D) delays on non-delivery of any Draft or Document; (E) any breach of contract or other wrongful action by or between any person and the Account Parties; (F) failure of any Draft or Document to be sufficient in form or content to effect a proper and conforming presentment on any Credit; (G) errors or omissions in and/or interruptions or delays in transmission or delivery of any messages, Drafts or Documents by mail, cable, telegraph, wireless, email, PDF or otherwise or for any errors in translation or interpretation of terms; (H) any action or inaction taken in conformity with the rights of the Issuer or any adviser or confirmer under the ISP or UCP and/or (I) other consequences arising from causes beyond the control of any Issuer, adviser or confirmer, or any person or entity acting on behalf of any such party, including, but not limited to, any action or omission by, or any law, regulation or restriction of, any de facto or de jure domestic or foreign government or agency. IN NO EVENT SHALL ISSUER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

**7. WARRANTIES; INDEMNITY:** Each of the Account Parties hereby represents, warrants, covenants and confirms to and for the benefit of Issuer that Account Parties understand the general nature and operation of a letter of credit and the obligations, rights and remedies of the Account Parties on the one hand and the Issuer on the other in regard to letters of credit, including, without limitation: (A) the obligation of the Account Parties to reimburse Issuer for all payments to the beneficiary in respect of

presentments on the Credit, (B) the conditions set forth in the Credit to the obligation of Issuer to pay any drawing on the Credit, (C) that Issuer has no responsibility or liability in connection with any underlying contract or other transaction between any of the Account Parties and the beneficiary of the Credit, (D) that Issuer is not acting as an agent or in any fiduciary capacity for or on behalf of the Account Parties or the beneficiary, but solely as an issuer of letters of credit, (E) Issuer makes no representation or warranty regarding the value or desirability of the Account Parties' transactions in connection with which any Credit is issued, the decision to utilize any Credit or the appropriateness of or risks arising from the terms or conditions of any Credit, (F) that the Account Parties should seek advice from their legal counsel with respect to any Letter of Credit Application, this Agreement, the issuance and terms of any Credit and the related underlying transactions and (G) Account Parties unconditionally approve and assume all risks associated with the terms of each Credit, regardless of any advice provided by Issuer with respect to the form or terms of the Credit. Each of the Account Parties hereby further represents, warrants, covenants and confirms to and for the benefit of Issuer that the transactions associated with each Credit do not violate any applicable law, rule or regulation of the United States, any state or the United States and/or any foreign nation or governmental authority thereof, including, without limitation, anti-terrorism, anti-money laundering, export/import and/or corrupt practices laws, orders, rules and regulations. All representations, warranties and indemnities set forth herein shall survive Issuer's issuance of the Credit and any payment thereunder and shall continue until all Reimbursement Obligations arising hereunder are finally determined and paid in full in cash. Each of the Account Parties hereby releases Issuer from and agrees to indemnify and hold harmless the Issuer, and its officers, agents, employees and correspondents for and against any and all claims, costs, liabilities and expenses (including reasonable attorney fees) incurred by or asserted against any such indemnified party and arising out of or in any way relating to (1) any underlying investments, transaction, and/or contracts between any one of the Account Parties, any beneficiary of any Credit and/or any such indemnified party and/or (2) any acceptance or payment made on account of any presentment on a Credit that appeared on its face to conform to the applicable terms and conditions of the Credit, any refusal to pay or honor the Credit when a conforming presentment has not been made or for any other legally or commercially sufficient reason, or any other action or omission by any such indemnified party, other than in respect of gross negligence or willful misconduct on the part of such indemnified party, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

**8. SECURITY:** As security for the payment and/or performance and satisfaction of all Reimbursement Obligations and other liabilities of the Account Parties to the Issuer with respect to any Credit and under this Agreement, in all cases whether now existing or hereafter arising, whether joint, several independent or otherwise, and whether absolute or contingent or due or to become due (herein collectively, called the "Bank Liabilities"), each of the Account Parties does hereby assign, pledge and grant to Issuer, a security interest in, and the right of possession and disposal of: (A) all Drafts, Documents and all Property shipped, stored or otherwise held or disposed of in connection with the Credit and/or subject to any Document, whether or not released to any of the Account Parties on bills of lading, warehouse or trust receipts or otherwise, (B) all right and causes of action against all parties arising from or in connection with any contract or agreement referred to in any Credit, and all guarantees, agreements or other undertakings (including those in effect between or among any of the Account Parties), credits, policies of insurance or other assurances in connection therewith, (C) the Deposit Account and/or any other cash instruments, deposit balances, certificates of deposit and other cash equivalents, repurchase agreements, and other investments maintained by any of the Account Parties with Issuer or any other KeyCorp affiliate, whether matured or unmatured, or collected or in the process of collection and (D) all proceeds of the foregoing. The Account Parties agree to execute, deliver, and file all further instruments as may be reasonably required by the Issuer to carry out the purposes of this Agreement and/or perfect or enforce the rights of Issuer hereunder.

**9. DEFAULT:** In the event that any of the Account Parties: (A) fails to perform any obligation required to be performed by it under this Agreement or any other agreement or document relating to or evidencing a Credit or any Property in which a security interest has been granted to Issuer, (B) fails to make any payment or perform any other obligations under this Agreement, (C) makes any assignment for the benefit of creditors, (D) files or authorizes or consents to the filing of any voluntary or involuntary petition in bankruptcy by or against any one of the Account Parties as debtor, (E) applies for the appointment of a receiver of any of its assets, (F) becomes insolvent, or ceases, becomes unable or admits in writing its

inability to pay its debts as they become due, or (G) fails to pay when due, upon acceleration or otherwise, any other obligation to Issuer, Issuer may at such time or any time thereafter declare, without demand or notice which are hereby expressly waived, all Reimbursement Obligations hereunder, including such as are then contingent, to be immediately due and payable, whereupon the same shall be immediately due and payable in full in cash, and Issuer is authorized, at its option, to apply (or hold as collateral) the proceeds of any Property, the Deposit Account, any other sums due from Issuer to any one of the Account Parties and any other collateral, to the payment of any and all Reimbursement Obligations. In any such event Issuer shall have all of the remedies of a secured party under the Uniform Commercial Code in effect in the State in which the principal office of the Issuer is located and Issuer is hereby authorized and empowered at its option, at any time or times thereafter, to sell and assign the whole of the Property, or any part thereof then constituting security pursuant to any of the terms hereof, at any public or private sale, at such time and place and upon such terms as Issuer may deem proper and with the right in Issuer to be the purchaser at such sale and, after deducting all legal and other costs and expenses of any sale, to apply the net proceeds of such sale(s) to the payment of all of the Bank Liabilities. The residue, if any, of the proceeds of sale and any other Property constituting security remaining after satisfaction of the Bank Liabilities shall be returned to the respective Account Parties unless otherwise disposed of in accordance with written instructions from the affected Account Parties. It is agreed that, with or without notification to any of the Account Parties, Issuer may exchange, release, surrender, realize upon, release on trust receipt to any of them, or otherwise deal with any Property by whomsoever pledged, mortgaged or subjected to a security interest to secure directly or indirectly any of the Bank Liabilities and/or any offset against the same. In addition, Issuer and its affiliates shall have all rights and remedies provided for under the Uniform Commercial Code and other wise at law and in equity and all rights, remedies and/or collateral provided for under any other reimbursement agreement, credit agreement, security agreement, pledge agreement or other agreement or instrument in effect at any time between Account Party(ies) and Issuer or any affiliate that obligate and/or secure reimbursement in respect of letters of credit by Account Party(ies) or any of them. All rights and remedies of Issuer shall be cumulative and not exclusive.

**10. NO WAIVER:** ISSUER SHALL HAVE NO DUTY TO EXERCISE ANY RIGHT HEREUNDER OR WITH RESPECT TO ANY PROPERTY, AND ISSUER SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR DELAY IN DOING SO. NONE OF ISSUER'S OPTIONS, POWERS OR RIGHTS IN CONNECTION WITH THE CREDIT OR THIS AGREEMENT SHALL BE WAIVED UNLESS ISSUER OR ISSUER'S AUTHORIZED AGENT SHALL HAVE SIGNED SUCH WAIVER IN WRITING. NO SUCH WAIVER, UNLESS EXPRESSLY AS STATED THEREIN, SHALL BE EFFECTIVE AS TO ANY TRANSACTION WHICH OCCURS SUBSEQUENT TO THE DATE OF SUCH WAIVER NOR AS TO ANY CONTINUANCE OF A BREACH AFTER SUCH WAIVER. NO COURSE OF DEALING BETWEEN ANY OF THE ACCOUNT PARTIES AND ISSUER SHALL BE EFFECTIVE TO CHANGE, MODIFY OR DISCHARGE IN WHOLE OR IN PART THIS AGREEMENT OR THE OBLIGATIONS HEREUNDER.

**11. GOVERNING LAW; SEVERABILITY:** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PRINCIPAL OFFICE OF THE ISSUER IS LOCATED. THE CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PRINCIPAL OFFICE OF THE ISSUER IS LOCATED AND SHALL BE SUBJECT TO THE UNIFORM CUSTOMS OR THE ISP (WHICHEVER MAY BE DETERMINED TO BE APPROPRIATE UNDER THE CIRCUMSTANCES BY ISSUER AND INDICATED IN THE CREDIT) THEN IN EFFECT, WHICH UNIFORM CUSTOMS OR ISP, AS THE CASE MAY BE, WILL CONTROL IN THE EVENT OF ANY CONFLICT WITH STATE LAWS. IF ANY PROVISION HEREOF IS FOR ANY REASON HELD TO BE UNENFORCEABLE UNDER ANY LAW, SUCH ILLEGALITY OR INVALIDITY SHALL NOT AFFECT ANY OTHER PROVISIONS HEREOF, EACH OF WHICH SHALL BE CONSTRUED AND ENFORCED AS IF SUCH UNENFORCEABLE PROVISION WERE NOT CONTAINED HEREIN.

**12. NOTICE AND WAIVERS:** EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPHS 4 AND 5 HEREIN, ANY NOTICE TO ISSUER SHALL BE DEEMED EFFECTIVE ONLY IF IN WRITING SENT TO AND RECEIVED BY ISSUER. ANY SUCH NOTICE TO OR DEMAND ON ANY OF THE ACCOUNT PARTIES SHALL BE BINDING ON ALL OF THEM AND SHALL BE DEEMED

EFFECTIVE ONLY IF IN WRITING (A) WHEN DELIVERED PERSONALLY OR BY VERIFIABLE FACSIMILE TRANSMISSION WITH CONFIRMATION OF RECEIPT; (B) ON THE NEXT BUSINESS DAY AFTER DELIVERY TO A NATIONALLY-RECOGNIZED OVERNIGHT COURIER, WITH RECEIPT ACKNOWLEDGMENT REQUESTED; (C) ON THE BUSINESS DAY ACTUALLY RECEIVED IF DEPOSITED IN THE U.S. MAIL, OR (D) IF BY TELEPHONE, WHEN CONFIRMED BY VERIFIABLE FACSIMILE TRANSMISSION TO THE LAST ADDRESS OR TELEPHONE NUMBER OF SUCH PERSON APPEARING ON ISSUER'S RECORDS.

13. **ACCOUNT PARTY:** IF THIS AGREEMENT IS SIGNED BY ONE ACCOUNT PARTY ONLY, THE TERMS "ACCOUNT PARTIES" AND "THEIR" AND "THEM" SHALL REFER THROUGHOUT TO THE ONE ACCOUNT PARTY EXECUTING THIS AGREEMENT; IF THIS AGREEMENT IS SIGNED BY MORE THAN ONE PARTY, THIS AGREEMENT SHALL BE THE JOINT AND SEVERAL OBLIGATION OF ALL SUCH ACCOUNT PARTIES. IF THE UNDERSIGNED IS A PARTNERSHIP, THE OBLIGATIONS HEREUNDER SHALL CONTINUE IN FORCE AND APPLY NOTWITHSTANDING ANY CHANGE IN MEMBERSHIP OF SUCH PARTNERSHIP. THIS AGREEMENT SHALL BE BINDING UPON EACH OF THE ACCOUNT PARTIES AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND SHALL INURE TO ISSUER'S BENEFIT AND ISSUER'S SUCCESSORS AND ASSIGNS. ISSUER MAY, WITHOUT NOTICE TO THE ACCOUNT PARTIES, ASSIGN THIS AGREEMENT IN WHOLE OR IN PART.

Account Party Name typed:

Signature: \_\_\_\_\_  
Signer's Name typed:   
Title or Capacity:   
Date:

Account Party Name typed:

Signature: \_\_\_\_\_  
Signer's Name typed:   
Title or Capacity:   
Date:

**EXHIBIT I-1**

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Second Amended and Restated Credit Agreement dated as of October 27, 2017, as from time to time in effect (the "Credit Agreement"), by and among Gladstone Commercial Limited Partnership (the "Borrower"), Gladstone Commercial Corporation, KeyBank National Association for itself and as Agent, and the other Lenders from time to time party thereto.

Pursuant to the provisions of Section 4.4 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-

8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_, 20[ ]

### **EXHIBIT I-2**

#### FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Second Amended and Restated Credit Agreement dated as of October 27, 2017, as from time to time in effect (the "Credit Agreement"), by and among Gladstone Commercial Limited Partnership (the "Borrower"), Gladstone Commercial Corporation, KeyBank National Association for itself and as Agent, and the other Lenders from time to time party thereto.

Pursuant to the provisions of Section 4.4 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_, 20[ ]

### **EXHIBIT I-3**

#### FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Second Amended and Restated Credit Agreement dated as of October 27, 2017, as from time to time in effect (the "Credit Agreement") by and among Gladstone Commercial Limited Partnership (the "Borrower"), Gladstone Commercial Corporation, KeyBank National Association for itself and as Agent, and the other Lenders from time to time party thereto.

Pursuant to the provisions of Section 4.4 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related

to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_, 20[ ]

#### **EXHIBIT I-4**

#### **FORM OF U.S. TAX COMPLIANCE CERTIFICATE**

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Second Amended and Restated Credit Agreement dated as of October 27, 2017, as from time to time in effect (the "Credit Agreement"), by and among Gladstone Commercial Limited Partnership (the "Borrower"), Gladstone Commercial Corporation, KeyBank National Association for itself and as Agent, and the other Lenders from time to time party thereto.

Pursuant to the provisions of Section 4.4 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_, 20[ ]

#### **SCHEDULE 1**

#### **LENDERS AND COMMITMENTS**

#### **REVOLVING CREDIT COMMITMENT**

<u>Name and Address</u>	<u>Commitment</u>	<u>Commitment Percentage</u>
KeyBank National Association 127 Public Square Cleveland, Ohio 44114-1306 Attention: Jason R. Weaver Telephone: 216-689-7984 Facsimile: 216-689-5819	\$26,562,500.00	31.250000000%
LIBOR Lending Office: Same as Above		
Fifth Third Bank 222 S. Riverside Plaza, MD: GRVR3A Chicago, Illinois 60606 Attention: Casey Ciccone, Vice President Telephone: 312-704-6206 Facsimile: 312-704-7364	\$23,906,250.00	28.125000000%
LIBOR Lending Office: Same as Above		
U.S. Bank National Association 1650 Tysons Boulevard, Suite 250 McLean, Virginia 22102 Attention: Ronald Briggs, ARM Telephone: 703-442-1380 Facsimile: 703-442-5495	\$21,250,000.00	25.000000000%
LIBOR Lending Office: Same as Above		
The Huntington National Bank 200 Public Square, CM-17 Cleveland, Ohio 44114 Attention: Scott Childs Telephone: 216-515-6529 Facsimile: 888-987-9315	\$13,281,250.00	15.625000000%
LIBOR Lending Office: Same as Above		
<b>TOTAL</b>	<b>\$85,000,000.00</b>	<b>100.0%</b>

**LENDERS AND COMMITMENTS**

**TERM LOAN COMMITMENT**

<u>Name and Address</u>	<u>Commitment</u>	<u>Commitment Percentage</u>
KeyBank National Association 127 Public Square Cleveland, Ohio 44114-1306 Attention: Jason R. Weaver Telephone: 216-689-7984 Facsimile: 216-689-5819	\$23,437,500.00	31.250000000%
LIBOR Lending Office: Same as Above		
Fifth Third Bank 222 S. Riverside Plaza, MD: GRVR3A Chicago, Illinois 60606 Attention: Casey Ciccone, Vice President Telephone: 312-704-6206 Facsimile: 312-704-7364	\$21,093,750.00	28.125000000%

LIBOR Lending Office: Same as Above		
U.S. Bank National Association 1650 Tysons Boulevard, Suite 250 McLean, Virginia 22102 Attention: Ronald Briggs, ARM Telephone: 703-442-1380 Facsimile: 703-442-5495	\$18,750,000.00	25.000000000%
LIBOR Lending Office: Same as Above		
The Huntington National Bank 200 Public Square, CM-17 Cleveland, Ohio 44114 Attention: Scott Childs Telephone: 216-515-6529 Facsimile: 888-987-9315	\$11,718,750.00	15.625000000%
LIBOR Lending Office: Same as Above		
<b>TOTAL</b>	<b>\$75,000,000.00</b>	<b>100.0%</b>

**TOTAL COMMITMENT**

<u>Name and Address</u>	<u>Commitment</u>	<u>Commitment Percentage</u>
KeyBank National Association 127 Public Square Cleveland, Ohio 44114-1306 Attention: Jason R. Weaver Telephone: 216-689-7984 Facsimile: 216-689-5819	\$50,000,000.00	31.250000000%
LIBOR Lending Office: Same as Above		
Fifth Third Bank 222 S. Riverside Plaza, MD: GRVR3A Chicago, Illinois 60606 Attention: Casey Ciccone, Vice President Telephone: 312-704-6206 Facsimile: 312-704-7364	\$45,000,000.00	28.125000000%
LIBOR Lending Office: Same as Above		
U.S. Bank National Association 1650 Tysons Boulevard, Suite 250 McLean, Virginia 22102 Attention: Ronald Briggs, ARM Telephone: 703-442-1380 Facsimile: 703-442-5495	\$40,000,000.00	25.000000000%
LIBOR Lending Office: Same as Above		
The Huntington National Bank 200 Public Square, CM-17 Cleveland, Ohio 44114 Attention: Scott Childs Telephone: 216-515-6529 Facsimile: 888-987-9315	\$25,000,000.00	15.625000000%

LIBOR Lending Office: Same as Above		
TOTAL	\$160,000,000.00	100.0%

If more than one Lender, percentages may not equal 100% due to rounding.

**SCHEDULE 1.2**

**SUBJECT PROPERTIES**

<b><u>Owner Name</u></b>	<b><u>County(ies)/State(s)</u></b>	<b><u>Property Street Address(es)</u></b>
AL13 Brookwood LLC	Tuscaloosa County, AL	17499 Brookwood Parkway, Vance
RCOG07 Georgia LLC	DeKalb County, GA Gwinnett County, GA Gwinnett County, GA Newton County, GA Forsyth County, GA Rockdale County, GA DeKalb County, GA DeKalb County, GA	2349 Lawrenceville Highway, Decatur 311 Philip Boulevard, Lawrenceville 2094 McGee Road, Snellville 7174 Wheat Street, Covington 1055 Haw Creek Parkway, Cumming 1293 Wellbrook Circle, Conyers 2341 Lawrenceville Highway, Decatur 2339 Lawrenceville Highway, Decatur
APML07 Hialeah FL LLC	Miami-Dade County, FL	3725 East 10 <sup>th</sup> Court, Hialeah
OH14 Columbus LLC	Franklin County, OH	7450 Huntington Park Drive, Columbus
CO14 Aurora LLC	Adams County, CO	14800 E. Moncrieff Place, Aurora
CO14 Denver LLC	Adams County, CO	1485 East 61 <sup>st</sup> Avenue, Denver
AL15 Birmingham LLC	Jefferson County, AL	201 Summit Parkway, Birmingham
YCC06 South Hadley MA LLC	Hampshire County, MA	75 Canal Street, South Hadley
260 Springside Drive, Akron OH LLC	Summit County, OH	260 Springside Drive, Akron
CI05 Clintonville WI LLC	Waupaca County, WI	255 Spring Street, Clintonville
DBPI07 Bolingbrook IL LLC	Will County, IL	4 Territorial Court, Bolingbrook
RC06 Menomonee Falls WI LLC	Waukesha County, WI	N92 W14701 Anthony Avenue, Menomonee Falls
SLEE Grand Prairie, L.P.	Tarrant County, TX	725-737 North Great Southwest Parkway, Arlington

TMC11 Springfield MO LLC	Greene County, MO	2645 North Airport Plaza Avenue, Springfield
2525 N Woodlawn VSTRM Wichita KS, LLC	Sedgewick County, KS	2525 N. Woodlawn Boulevard, Sedgewick
NW05 Richmond VA LLC	Chesterfield County, VA	7545 Midlothian Turnpike, Richmond

First Park Ten COCO San Antonio, L.P.	Bexar County, TX	6550 First Park Ten Boulevard, San Antonio
COCO04 Austin TX, L.P.	Travis County, TX	9100 Highway 290 East, Austin

**SCHEDULE 6.3**

**LIST OF ALL ENCUMBRANCES ON ASSETS**

None.

**SCHEDULE 6.5**

**NO MATERIAL CHANGES**

None.

**SCHEDULE 6.7**

**PENDING LITIGATION**

None.

**SCHEDULE 6.15**

**CERTAIN TRANSACTIONS**

None.

**SCHEDULE 6.20(b)**

**ENVIRONMENTAL NOTICES AND ACTIONS**

None.

**SCHEDULE 6.20(c)**

**ENVIRONMENTAL RELEASES**

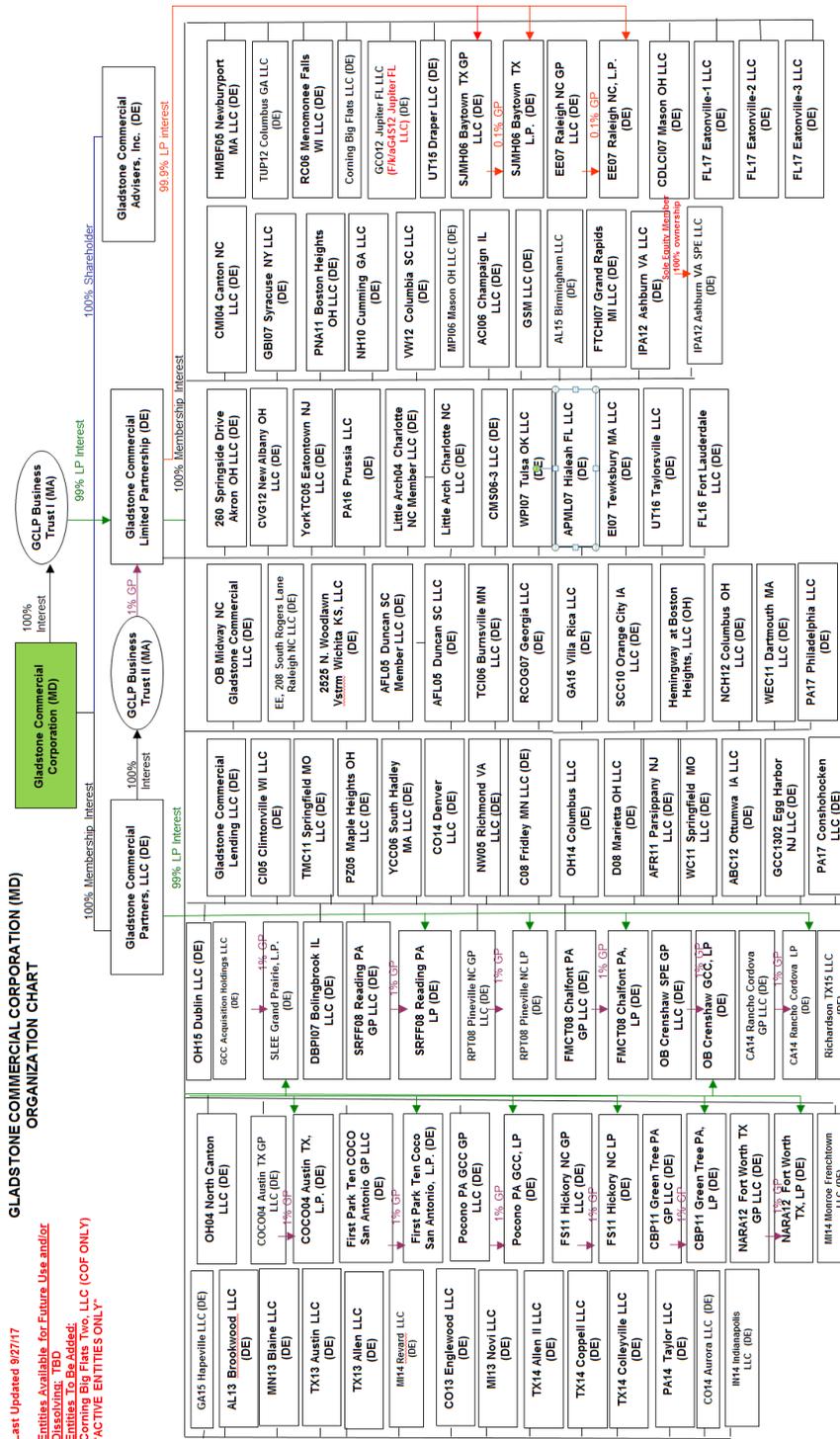
None.

**SCHEDULE 6.21**

**SUBSIDIARIES AND UNCONSOLIDATED AFFILIATES**

[Attached]





**SCHEDULE 6.23**

**MANAGEMENT AGREEMENTS**

Management agreements with Jones Lang LaSalle Americas, Inc. and each of 260 Springside Drive, Akron OH LLC and OH14 Columbus LLC.

**SCHEDULE 6.25**

**MATERIAL LOAN AGREEMENTS**

[attached]

Lender/Service	Loan Maturity Date	Loan Interest Rate	# of Bldgs.	Tenant Name	City	State	Lease Expiration Date	Total Bldg. Sq. Ft.	Annual Debt Service	Loan Balance As of 9/30/2017
Wells Fargo	12/1/17	L-215 Libor Capped at 1.75%	4	Amdocs	Champaign	IL	2024	108,262	0	\$8,039,366
Synovus	7/1/18	L-225 Libor Capped at 3%	2	AFL	Duncan	SC	2028	278,020	696,000	11,648,000
			1	Little Architecture	Charlotte	NC	2019	64,500	407,200	6,813,150
			1	GEI (Visual Edge)	Canton	OH	2024	54,018	94,820	1,586,640
									1,198,020	20,047,790
Berkadia	7/31/18	5.75%	1	G4S	Jupiter	FL	2023	60,000	830,420	9,560,213
Huntington Bank	9/30/18	L-2.50% Libor Capped at 2.50%	1	Graphic Packaging Action Expediting	Maple Heights	OH	2019 2021	322,464	121,000	4,000,000
Liberty Bank	11/1/18	4.50%	1	Walgreens - Dartmouth PP Pizza	Dartmouth	MA	2086 2022	16,340	290,278 174,000	3,733,571
FEPC Corp - Ground Lease Payment									464,278	
Great Southern	4/22/19	L-2.75% Libor Capped at 2.50%	1	Crème de la Crème	Allen	TX	2026	21,154	189,788	3,070,277
			1	Crème de la Crème	Colleyville	TX	2026	20,355	175,551	2,839,959
			1	Crème de la Crème	Coppell	TX	2026	21,171	201,650	3,262,164
									566,989	9,172,400
Prudential	7/1/19	4.23%	1	Kane Warehousing	Taylor	PA	2024	955,935	955,980	22,138,463
Great Southern	12/6/19	6.00%	1	Wellman	Catoosa	OK	2019	238,310	735,672	6,995,149
Fifth Third Bank	5/15/20	L-275 Capped at 2.75%	1	Owens Crenshaw	Crenshaw	PA	2026	290,000	392,648	4,174,963
			1	Owens Midway	Lexington	NC	2026	154,000	230,602	2,432,037
									623,250	6,607,000
First Niagara/KeyBank	11/10/20	L-225 Capped at 3%	1	Gaylord	Syareuse	NY	2020	71,880	185,088	3,482,011
Guggenheim/KeyBank	1/6/21	4.74%	1	Viasat	Englewood	CO	2021	99,797	500,576	10,641,850
Provident Bank	11/1/21	6.00%	1	AFR	Parsippany	NJ	2026	60,111	556,676	6,373,551
US Bank	12/1/21	L-250 Capped at 2.50%	1	Bosch Bosch Power Engineers MHC Software	Burnsville	MN	2023 2021 2022 2024	114,813	258,330	8,700,000
KeyBank	5/1/22	6.10%	1	Amsted (Metco)	Canton	NC	2034	365,960	298,937	3,433,352
			1	Cummins II	Fridley	MN	2020	74,160	419,214	4,814,761
			1	Firserv	Hickory	NC	2020	60,000	548,233	6,296,571
			1	Paychex	Boston Heights	OH	2021	25,000	216,592	2,487,611
									1,482,976	17,032,295
FC Bank	6/1/22	3.75%	1	ViaQuest	Dublin	OH	2030	78,033	275,532	4,220,900
Guggenheim	7/1/22	3.99%	1	EMC2	Draper	UT	2021	86,409	525,904	12,722,150
KeyBank	7/6/22	5.05%	1	Univ. of Phoenix	Columbus	GA	2023	32,000	334,879	4,210,660
FC Bank	7/31/22	5.00%	1	NatChildrens Hospital	Columbus	OH	2022	31,293	210,452	2,643,841
Fifth Third Bank	8/1/22	5.60%	1	CVGI	New Albany	OH	2023	89,000	811,451	8,165,519
Prudential	8/1/22	3.99%	1	Delta Comm. Credit Union Delta Comm. Credit Union	Atlanta	GA	2022 2030	78,151	460,063	7,282,548

Lender/Service	Loan Maturity Date	Loan Interest Rate	# of Bldgs.	Tenant Name	City	State	Lease Expiration Date	Total Bldg. Sq. Ft.	Annual Debt Service	Loan Balance As of 9/30/2017
KeyBank	10/1/22	4.86%	1	Dimex	Marietta	OH	2028	223,458	410,211	5,263,242
				FTC&H	Grand Rapids	MI	2025	62,235	423,354	5,431,879
				IPA	Ashburn	VA	2027	52,130	524,350	6,727,719
				ModPlus	Mason	OH	2020	60,000	308,523	3,958,526
				NSH	Decatur	GA	2026	13,919	228,279	2,928,954
				Rutland	Pineville	NC	2028	74,950	168,096	2,156,775
Sunrich	Reading	PA	2028	42,900	289,154	3,710,009				
								2,351,967	30,177,104	
PNC	12/6/22	4.04%	1	Verizon	Columbia	SC	2022	146,483	1,208,509	16,706,271
First Niagara/KeyBank	3/1/23	L+235 Capped at 3%	1	Coming Big Flats	Horseheads	NY	2023	120,000	255,559	2,254,166
				York Telecom	Eatontown	NJ	2024	30,268	283,955	2,831,557
				FMC (JBT)	Chalfont	PA	2021	67,200	407,002	4,701,646
								946,516	9,787,369	
KeyBank	4/6/23	4.16%	1	AtlantCare	Egg Harbor Twncshp	NJ	2023	29,257	238,300	3,293,916
Prudential Asset Services	8/1/23	5.00%	1	PTC	Blaine	MN	2020	92,275	528,232	7,680,520
First Commercial Bank (Synovus)	8/1/23	4.20%	1	Frontier Micron	Allen	TX	2022 2021	115,200	522,271	8,263,885
Wells Fargo	8/6/23	4.81%	1	General Motors	Austin	TX	2020	320,000	2,225,364	32,985,136
KeyBank	1/1/24	5.28%	1	Eberspaecher	Novi	MI	2024	156,200	315,896	4,042,770
KeyBank	5/1/24	4.90%	1	Barco	Rancho Cordova	CA	2024	61,358	241,815	4,759,303
EverBank	10/1/24	4.40%	1	Community Health Spectrum Mortgage Trust Pointe One Main Financial Arbor Homes Hocker & Assoc.	Indianapolis	IN	2026 2019 2023 2017 2018 2021	86,495	268,400	5,876,303
Prudential	1/1/25	4.04%	2	JCIM	Monroe	MI	2023	535,500	2,370,787	17,560,186
PNC	4/1/25	3.86%	1	Extend Health	Richardson	TX	2024	155,984	820,832	13,942,239
KeyBank	11/1/25	4.59%	1	Universal Pasteurization	Villa Rica	GA	2033	90,620	233,484	3,692,201
Webster Bank	3/4/26	3.55%	1	Jacobs Engineering Grp.	Conshohocken	PA	2025	60,016	679,104	11,107,922
Prudential	6/1/26	4.68%	1	Convergys	Taylorsville	UT	2022	107,062	672,792	9,622,090
Principal ( Union Fidelity Life Insur.)	10/5/26	4.25%	1	Citrix	Ft. Lauderdale	FL	2025	119,224	916,620	13,803,870
Modern Woodmen	12/21/26	6.63%	1	Staples	Orange City	IA	2026	487,121	1,095,990	7,515,011
City National of WV	12/31/26	4.30%	1	Expedient	Pittsburgh	PA	2026	26,080	193,299	2,552,421
KeyBank	1/1/27	5.10%	1	Radial	King of Prussia	PA	2031	103,334	754,800	14,800,000
American United Life Insur. Co.	2/1/27	5.69%	1	NARA	Fort Worth	TX	2026	208,234	1,078,366	12,502,200
Modern Woodmen	5/10/27	6.50%	1	ABC Bottling	Ottumwa	IA	2023	352,860	522,664	3,720,726
Sun Life Assurance Company of Canada	7/30/27	3.89%	3	ADP Florida Gas LSQ Marsh McLennan Skanska View Post	Maitland	FL	2027 2021 2019 2021 2026 2024	220,699 18,391 25,000 5,642 11,703 25,000	1,796,596	28,729,958
John Hancock	8/1/27	3.75%		NARA	Philadelphia	PA	2032	300,000	559,656	14,924,000
American Equity Invest. Life Insur. Co.	7/1/29	5.10%	1	Walgreens -Springfield	Springfield	MO	2030	14,560	177,482	1,574,389

<b>Sub Total</b>			<b>66</b>				<b>8,492,494</b>	<b>31,015,842</b>	<b>\$455,389,067</b>	
Lender/Service	Loan Maturity Date	Loan Interest Rate	# of Bldgs.	Tenant Name	City	State	Lease Expiration Date	Total Bldg. Sq. Ft.	Annual Debt Service	Loan Balance As of 9/30/2017
<b>KeyBank Line of Credit</b>										
Unencumbered Pool for Line	8/7/17		1	Atlas	Hiialeah	FL	2027	132,337		
			1	Barton Supply	Aurora	CO	2029	124,800		
			1	Converting	Clintonville	WI	2028	521,400		
			1	Flexsys/TLT	Akron	OH	2020	83,891		
			1	Four Terretorial	Bolingbrook	IL	2023	55,480		
			1	Lear	Brookwood	AL	2023	170,000		
			1	Premium Pet Health	Denver	CO	2024	189,210		
			1	Quantum	Columbus	OH	2023	114,786		
			1	Raabe	Menomee	WI	2028	125,692		
			7	RCOG	Atlanta	GA	2031	54,212		
			1	Sara Lee	Arlington	TX	2018	64,000		
			1	Teklinks	Birmingham	AL	2023	30,850		
			1	T-Mobile	Springfield	MO	2021	78,421		
			1	Vstream (T-Mobile)	Wichita	KS	2022	69,287		
			1	Xerox	Richmond	VA	2020	42,213		
			1	Yankee	South Hadley	MA	2018	150,000		
			1	Tuscany (Zenith Austin)	Austin	TX	2022	51,933		
			1	Zenith San Antonio	San Antonio	TX	2021	<u>60,245</u>		
<b>Subtotal Unencumbered Pool (Revolver)</b>			<b>24</b>					<b>2,118,757</b>		<b>44,200,000</b>
<b>Term Portion of Line</b>										<b>25,000,000</b>
<b>Letters of Credit</b>										<b>1,000,000</b>
<b>Totals for Credit Facility</b>										<b>\$70,200,000</b>
<b>Unencumbered and Unpledged</b>										
			1	Crème de la Crème	Mason	OH	2027	21,264		
			1	Vacant	Tewksbury	MA	2017	102,200		
			1	Elster II	Raleigh	NC	2020/2027	115,500		
			1	Elster	Raleigh	NC	2020	58,926		
			1	San Jacinto	Baytown	TX	2020/2022	12,000		
			1	Work Flow - Pocono	Pocono	PA	2031	223,275		
<b>Subtotal</b>			<b>6</b>					<b>533,165</b>		<b>0</b>
<b>Totals</b>			<b>96</b>					<b>11,144,416</b>		<b>\$525,589,067</b>

**Statements re: computation of ratio of earnings to combined fixed charges and preferred distributions**

**(Dollars in Thousands)**

	For the nine months ended September 30,		For the year ended December 31,			
	2017	2016	2015	2014	2013	2012
Net (loss) income from continuing operations	\$ (671)	\$ (3,698)	\$ 3,596	\$ (5,902) (1)	\$ 1,527	\$ 3,761
Add: fixed charges and preferred and senior common distributions	26,306	35,075	35,871	33,592	31,506	26,962
Less: preferred and senior common distributions	(8,074)	(7,656)	(5,101)	(4,636)	(4,394)	(4,206)
Earnings	\$ 17,561	\$ 23,721	\$ 34,366	\$ 23,054	\$ 28,639	\$ 26,517
Fixed charges and preferred and senior common distributions:						
Interest expense (2)	16,975	25,472	28,802	27,284	25,314	21,239
Amortization of deferred financing fees	1,248	1,932	1,955	1,656	1,780	1,502
Estimated interest component of rent	9	15	13	16	18	15
Preferred and senior common distributions	8,074	7,656	5,101	4,636	4,394	4,206
Total fixed charges and preferred and senior common distributions	\$ 26,306	\$ 35,075	\$ 35,871	\$ 33,592	\$ 31,506	\$ 26,962
Ratio of earnings to combined fixed charges and preferred distributions	N/A (3)	N/A (4)	N/A (5)	N/A (6)	N/A (7)	N/A (8)

(1) We recognized a \$14.2 million impairment loss and a \$5.3 million gain on debt extinguishment as a result of our Roseville, MN deed-in-lieu transaction during the year ended December 31, 2014.

(2) Interest expense includes dividends paid on our mandatorily redeemable term preferred stock. We fully redeemed our mandatorily redeemable term preferred stock during the year ended December 31, 2016, and we did not pay dividends attributable to this stock during the six months ended June 30, 2017.

(3) For the nine months ended September 30, 2017, earnings, as defined, were insufficient to cover fixed charges and preferred and common distributions by \$8,745.

(4) For the twelve months ended December 31, 2016, earnings, as defined, were insufficient to cover fixed charges and preferred and common distributions by \$11,354.

(5) For the year ended December 31, 2015, earnings, as defined, were insufficient to cover fixed charges and preferred and common distributions by \$1,505.

(6) For the year ended December 31, 2014, earnings, as defined, were insufficient to cover fixed charges and preferred and common distributions by \$10,538.

(7) For the year ended December 31, 2013, earnings, as defined, were insufficient to cover fixed charges and preferred and common distributions by \$2,867.

(8) For the year ended December 31, 2012, earnings, as defined, were insufficient to cover fixed charges and preferred and common distributions by \$445.

N/A: Not Applicable

The calculation of the ratio of earnings to combined fixed charges and preferred distributions is above. "Earnings" consist of net income from continuing operations and before fixed charges. "Fixed charges" consist of interest expense, amortization of deferred financing fees and the portion of operating lease expense that represents interest. The portion of operating lease expense that represents interest is calculated by dividing the amount of rent expense allocated to us by our Administrator as part of the administration fee payable under the Administration Agreement, by three, for the years ended December 31, 2012 to 2016 and for the nine months ended September 30, 2017.

**CERTIFICATION**  
**Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, David Gladstone, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Gladstone Commercial Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 31, 2017

/s/ David Gladstone

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David Gladstone  
Chief Executive Officer and  
Chairman of the Board of Directors

**CERTIFICATION**  
**Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Michael Sodo, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Gladstone Commercial Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 31, 2017

/s/ Michael Sodo

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Michael Sodo  
Chief Financial Officer

CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 906 OF THE  
SARBANES-OXLEY ACT OF 2002

The undersigned, the Chief Executive Officer of Gladstone Commercial Corporation (the "Company"), hereby certifies on the date hereof, pursuant to 18 U.S.C. §1350(a), as adopted pursuant to Section 906 of The Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q for the period ended September 30, 2017 ("Form 10-Q"), filed concurrently herewith by the Company, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and that the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Dated: October 31, 2017

/s/ David Gladstone

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David Gladstone  
Chief Executive Officer

CERTIFICATION OF THE CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 906 OF THE  
SARBANES-OXLEY ACT OF 2002

The undersigned, the Chief Financial Officer of Gladstone Commercial Corporation (the "Company"), hereby certifies on the date hereof, pursuant to 18 U.S.C. §1350(a), as adopted pursuant to Section 906 of The Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q for the period ended September 30, 2017 ("Form 10-Q"), filed concurrently herewith by the Company, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and that the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Dated: October 31, 2017

/s/ Michael Sodo

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Michael Sodo

Chief Financial Officer