

CASH MANAGEMENT AGREEMENT

This CASH MANAGEMENT AGREEMENT (this "**Agreement**"), dated as of October 17, 2016, among 2 [REDACTED] Delaware limited liability company, with an address at [REDACTED] Avenue of the Americas, 31st Floor, New York, New York [REDACTED] **BANK PLC**, a public company registered in England and Wales, with an address at 745 Seventh Avenue, New York, New York 10019 ("**Lender**"), [REDACTED] **REALTY SERVICES, LLC**, a Maryland limited liability company, with an address at 4201 Connecticut Ave, NW, Suite 407, Washington, DC 20008 ("**Manager**") and **WELLS FARGO BANK, N.A.**, a national banking association, with an address at 1901 Harrison Street, Second Floor, Oakland, CA 94612, acting in its capacity as a depository bank ("**Cash Management Bank**").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement (as the same may hereafter be amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time, the "**Loan Agreement**"), dated as of the date hereof, between Borrower and Lender, Lender has made a loan (the "**Loan**") to Borrower in the original principal amount of \$27,000,000.00, which Loan is evidenced by that certain Promissory Note, dated as of the date hereof, executed by Borrower in favor of Lender (as the same may hereafter be amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time the "**Note**"), and secured by, among other things that certain Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement, dated as of the date hereof (as the same may hereafter be amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time, the "**Mortgage**"), made by Borrower to the trustee thereunder for the benefit of Lender, covering that certain property known as Georgetown Plaza, located in Washington D.C., as more fully described therein (the "**Property**"). The Loan Agreement, the Note, the Mortgage, and all other documents evidencing, securing or guaranteeing the Loan are hereinafter collectively referred to as the "**Loan Documents**";

WHEREAS, pursuant to the Loan Documents, Borrower has granted to Lender a security interest in all of Borrower's right, title and interest in, to and under the Rents (hereinafter defined) and has assigned and conveyed to Lender all of Borrower's right, title and interest in, to and under the Rents due and to become due to Borrower;

WHEREAS, in order to fulfill all of its obligations under the Loan Documents, Borrower has agreed that all Rents and other revenues from the Property will be deposited directly into a certain Restricted Account established by Borrower with Deposit Bank on the date hereof and which Rents and other revenues from the Property shall be transferred from the Restricted Account by the Deposit Bank on each Business Day during a Cash Sweep Event Period into the Cash Management Account and shall be applied as hereinafter set forth; and

WHEREAS, Borrower and Manager have entered into that certain Management Agreement, with respect to the Property, pursuant to which Manager has agreed to manage the Property.