

April 4, 2016

[CAPITAL PARTNER]

Re: Summary of Terms of Acquisition of Pentagon Center

Dear []:

It is our privilege to present to you this summary of terms for a proposed investment joint venture for the acquisition of Pentagon Center. This letter is intended to serve as a non-binding discussion outline of the principal terms of such an arrangement between our organizations and to assist us in negotiating and finalizing an agreement. This letter is intended only to facilitate our negotiations and shall not constitute an offer, an acceptance or a binding agreement of any kind. If we are successful in concluding our negotiations to our mutual satisfaction, we will then memorialize our understanding in a separate writing which will, by its terms, constitute a binding agreement for all purposes. Until such a separate writing is produced, signed and unconditionally delivered by both parties, we agree that except with respect to the "Confidentiality" provision below, nothing in this letter shall be binding on either party.

Following is a summary of the principal terms of the proposed investment joint venture for real estate activities in the United States.

Investment

Objective: IGP Investment Vehicle I ("IGP I", collectively IGP) will acquire Pentagon Center (the "Property"). [CAPITAL PARTNER] ("PARTNER") will be a Limited Partner ("Limited Partner") providing \$120 million commitment (the "Total PARTNER Commitment") to International Government Properties LLC or its affiliate or assigns ("General Partner") to participate in IGP I (the "Investment Vehicle").

The General

Partner: International Government Properties LLC or its affiliate, a Delaware limited liability company will be the sole general partner of IGP.

The Manager:

International Government Properties Management LLC or its affiliate or assigns (the "Manager"), a Delaware limited liability company affiliated with the General Partner, will act as the manager of IGP.

Total PARTNER Commitment: \$120 million.

Term: The Term of the Investment Vehicles will be 10 Years with 2 two year renewal extension options.

Distributions:

Cash Flow All cash available for distribution on a Property-by-Property basis will be distributed quarterly and as set forth below:

1. 100% to the Partners on a pari passu and pro rata basis until they receive an 8% compounded annual return; and
2. 50% to the General Partner and 50% to the Partners.

Value

Realization Events

From time to time, the Company may execute Value Realization Events ("VREs") for Properties, individually or as a portfolio, including but not limited to sale or refinancing of individual Properties or total or partial portfolio refinancing, sale, merger or initial public offering whereby the company is recapitalized. For VREs involving less than 50% of the total contract purchase price of the Properties to date, cash available for distributions after repayment of debt and other selling and capital transaction costs will be handled as under Distributions, Cash Flow above.

For VREs involving more than 50% of the total contract purchase price of the Properties to date, cash available for distributions after repayment of debt and other selling and capital transaction events, proceeds will be distributed as follows:

1. 100% to the Partners on a pari passu and pro rata basis until all invested capital is returned;
2. 100% to the Partners on a pari passu and pro rata basis until they receive an 8% compounded annual return; and
3. 50% to the Partners and 50% to the General Partner.

Management Fee:

0.50% per annum of the cumulative purchase price, which will be payable quarterly in arrears to the Manager.

Acquisition Fee:

1.00% of any purchase price payable upon closing of acquisition of the Property to the Manager.

Contract Deposit:

Upon execution of a Purchase Agreement, Limited Partner will make a fully refundable deposit \$2,000,000 to General Partner.

Organizational Expenses:

Investment Vehicle will bear all of the legal and other organizational expenses incurred in the formation of each respective Investment Vehicle. A closing/ due diligence budget will be delivered, approved by Limited Partner before execution of Purchase Agreement, and such amount will be paid to General Partner.

Other Expenses:

Investment Vehicle, except as noted above, will bear all expenses related to its acquisition and operation, including travel cost, fees and other out-of-pocket expenses directly related to the ownership, financing, hedging or sale of its investments, taxes, fees of auditors and counsel, insurance, litigation expenses and expenses associated with the preparation and distribution of reports to Partners.

Governance:

All Major Decisions of General Partner shall be governed by an investment committee ("Investment Committee").

Reports to Limited

Partners:

Manager will furnish audited financial statements (including a balance sheet, income statement and state of Partners' capital) annually to all Limited Partners. On a quarterly basis, each Limited Partner will be furnished with an unaudited balance sheet, income statement and summary report on each Investment Vehicle, including descriptions of dispositions.

Confidentiality:

This summary of terms and all terms outlined herein and the information relating to the formation of IGP, shall be kept strictly confidential; provided, however, that a Limited Partner may share any and all such information it deems relevant with investors, counsel, accountants, consultants and employees but shall require that they shall maintain similar confidentiality and shall be responsible for any breach by such parties of this confidentiality covenant. Except as provided above, no information shall be disclosed to or discussed with any other party without the consent of the General Partner.

If the foregoing accurately reflects your understanding, kindly sign in the space below and return the countersigned letter to me by email.

We look forward to working with you.

Sincerely

International Government Properties LLC

By: _____

Name: Alphonse Iudicello

Title: CEO & Partner

By: _____

Name: Jonathan D. Fascitelli

Title: Partner

THE FOREGOING TERMS ACCURATELY REFLECT OUR UNDERSTANDING:

[CAPITAL PARTNER]

By: _____

Name:

Title:

Date: