

**Lafayette Centre
Building 1**

| | | | | | | | | | | | | | | | | |
|-------|--|--|---|---------------------------|--|---|---|--|---|--|---|--|---------------------------|--|---|--|
| 10 | 1000 AT&T Corp 33,272 SF Exp 3/31/2023 | | | | | | | | | | | | | | | |
| 9 | 900 GSA - OSHRC 28,746 SF Exp 4/23/2018 | | | | | | | 950 Banyan Global 4,521 SF Exp 12/31/2018 | | | | | | | | |
| 8 | 800 AT&T Corp 34,805 SF Exp 3/31/2023 | | | | | | | | | | | | | | | |
| 7 | 701 International Food Policy Research 12,988 SF | | | 707 Vacant 5,408 SF | | | 707B Vacant 1,000 SF | | 704 & 706 GSA - Administrative Conference of the United States 7,744 SF Exp 8/8/2020 | | 720 International Food Policy Research 7,716 SF | | | | | |
| 6 | 600 AON Service Corporation 34,489 SF Exp 2/29/2020 | | | | | | | | | | | | | | | |
| 5 | 500N Int'l Center for Research on Women 15,999 SF Exp 9/30/2027 | | | | | 501 Vacant 1,616 SF | 520 S InsideNGO 5,941 SF Exp 3/31/2028 | | | 550 S The Philanthropy Roundtable 10,495 SF Exp 6/30/2027 | | | | | | |
| 4 | 400 AT&T Corp 15,291 SF Exp 3/31/2023 | | | | | 401 Jackson & Campbell 18,378 SF Exp 5/31/2020 | | | | | | | | | | |
| 3 | 300 B'nai B'rith International 10,854 SF Exp 6/30/2028 | | | | | 350 Jackson & Campbell 15,043 SF Exp 5/31/2020 | | | | | | | | | | |
| 2 | 200 Vacant 7,740 SF | | | | 201-205 Jackson & Campbell 9,790 SF Exp 5/31/2020 | | | | | 250 Vacant 4,869 SF | | | | | | |
| Plaza | Plaza 101 Nosegay Flower Shop 1,880 SF Exp 11/30/2017 | | Plaza 1-5 Nosegay Flower Shop 149 SF Exp 11/30/2017 | | Plaza 102 Vacant 4,008 SF | | Plaza 105 Lafayette Cleaner 407 SF Exp 8/31/2018 | | Plaza 107 West Wing Cafe 1,752 SF Exp 9/30/2024 | | Plaza 113 MedStar Health 20,773 SF Exp 8/31/2031 | | | | | |
| Plaza | Plaza 100 Management Office 1,152 SF | | Plaza 002 Lafayette Barber Shop 450 SF Exp 7/31/2022 | | Plaza 150B CFTC 2,836 SF Exp 9/30/2025 | | | Plaza 2-2 Int'l Center for Research on Women 195 SF Exp 9/30/2027 | | Plaza 1-3 AT&T Corp 353 SF Exp 3/31/2023 | Plaza 1-2, 1-4, PH-4 Jackson & Campbell 1,066 SF Exp 5/31/2020 | | Plaza Storage 2,683 SF | | Plaza 1-6 LAZ Parking Mid-Atlantic 46 SF MTM | |
| Mall | Mall 200 Vacant 6,012 SF | | | | | Mall 100 & 300 Jackson & Campbell 5,194 SF Exp 5/31/2020 | | | | | Mall Storage Vacant 175 SF | | | | | |

VACANT
BUILDING
MTM
2017 – 2018
2019 – 2020
2021 – 2022
2023+

**Lafayette Centre
Building 2**

| | | | | | | |
|-------|--|---|--|---------------------------------|---------------------------------|-----------------------------------|
| 10 | 1000 MedStar Health 14,850 SF Exp 8/31/2031 | | | | | |
| 9 | 900 MedStar Health 14,881 SF Exp 8/31/2031 | | | | | |
| 8 | 800 MedStar Health 14,839 SF Exp 8/31/2031 | | | | | |
| 7 | 700 MedStar Health 14,848 SF Exp 8/31/2031 | | | | | |
| 6 | 600 MedStar Health 14,831 SF Exp 8/31/2031 | | | | | |
| 5 | 500 MedStar Health 14,831 SF Exp 8/31/2031 | | | | | |
| 4 | 400 Vacant 10,875 SF | | | | 405 Vacant 3,972 SF | |
| 3 | 300 Vacant 2,832 SF | 325 Vacant 3,000 SF | | 350 Vacant 2,374 SF | 375 Vacant 3,066 SF | |
| 2 | 200 Itochu International 5,442 SF Exp 5/31/2018 | | | 210 Vacant 5,788 SF | | |
| Plaza | Plaza 01 MedStar Health 2,510 SF Exp 8/31/2031 | | | Plaza 02 Vacant 2,920 SF | | Plaza Storage Vacant 754 SF |
| Mall | Mall 100 Vacant 4,407 SF | Mall 200 DC Chamber of Commerce 7,164 SF Exp 1/31/2025 | | Mall STR-04 Vacant 338 SF | Mall STR-05 Vacant 379 SF | Mall Storage Vacant 140 SF |
| | | | | | | Mall Storage Vacant 134 SF |

VACANT

2017 – 2018

2023+

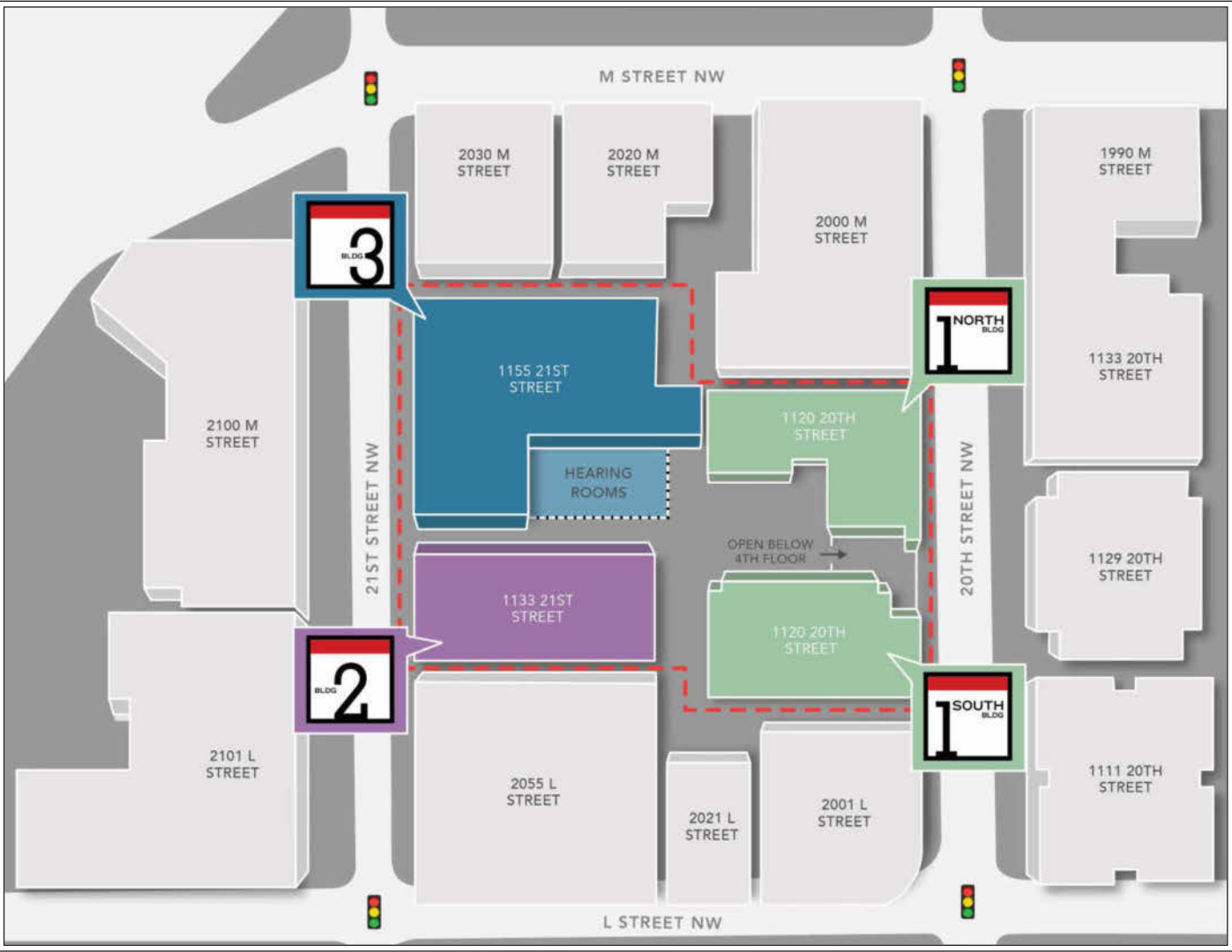
Lafayette Centre
Building 3

| | | | | | | | | | |
|-------|---|--|--|--------------------------------|---|--|--|----------------------------------|--|
| 10 | 1000 CFTC 29,742 SF Exp 9/30/2025 | | | | | | | | |
| 9 | 900 CFTC 29,742 SF Exp 9/30/2025 | | | | | | | | |
| 8 | 800 CFTC 29,671 SF Exp 9/30/2025 | | | | | | | | |
| 7 | 700 CFTC 29,669 SF Exp 9/30/2025 | | | | | | | | |
| 6 | 600 CFTC 29,667 SF Exp 9/30/2025 | | | | | | | | |
| 5 | 500 CFTC 29,667 SF Exp 9/30/2025 | | | | | | | | |
| 4 | 400 CFTC 29,669 SF Exp 9/30/2025 | | | | | | | | |
| 3 | 300 CFTC 25,490 SF Exp 9/30/2025 | | | | | | | | |
| 2 | 200 CFTC 22,235 SF Exp 9/30/2025 | | | | | | | | |
| Plaza | Plaza 100 CFTC 4,019 SF Exp 9/30/2025 | Plaza 101 CFTC 3,913 SF Exp 9/30/2025 | Plaza 102 CFTC 8,138 SF Exp 9/30/2025 | | Plaza 103 Vacant Storage 199 SF | Plaza 108 Vacant 2,510 SF | Plaza STR-05 Vacant 333 SF | Plaza STR-11 Vacant 225 SF | Various Street Retail 2,303 SF |
| Mall | Mall 100 CFTC Storage 900 SF Exp 9/30/2025 | Mall 200 CFTC 13,837 SF Exp 9/30/2025 | | Mall 300 Vacant 6,864 SF | Mall 400 Helfgott, Hargett & Pluznik 6,000 SF Exp 10/31/2027 | Mall 500A Galleria Conference Room 1,697 SF | Mall 600 Vacant Storage 1,132 SF | | Mall 700 Fitness Center 4,568 SF |

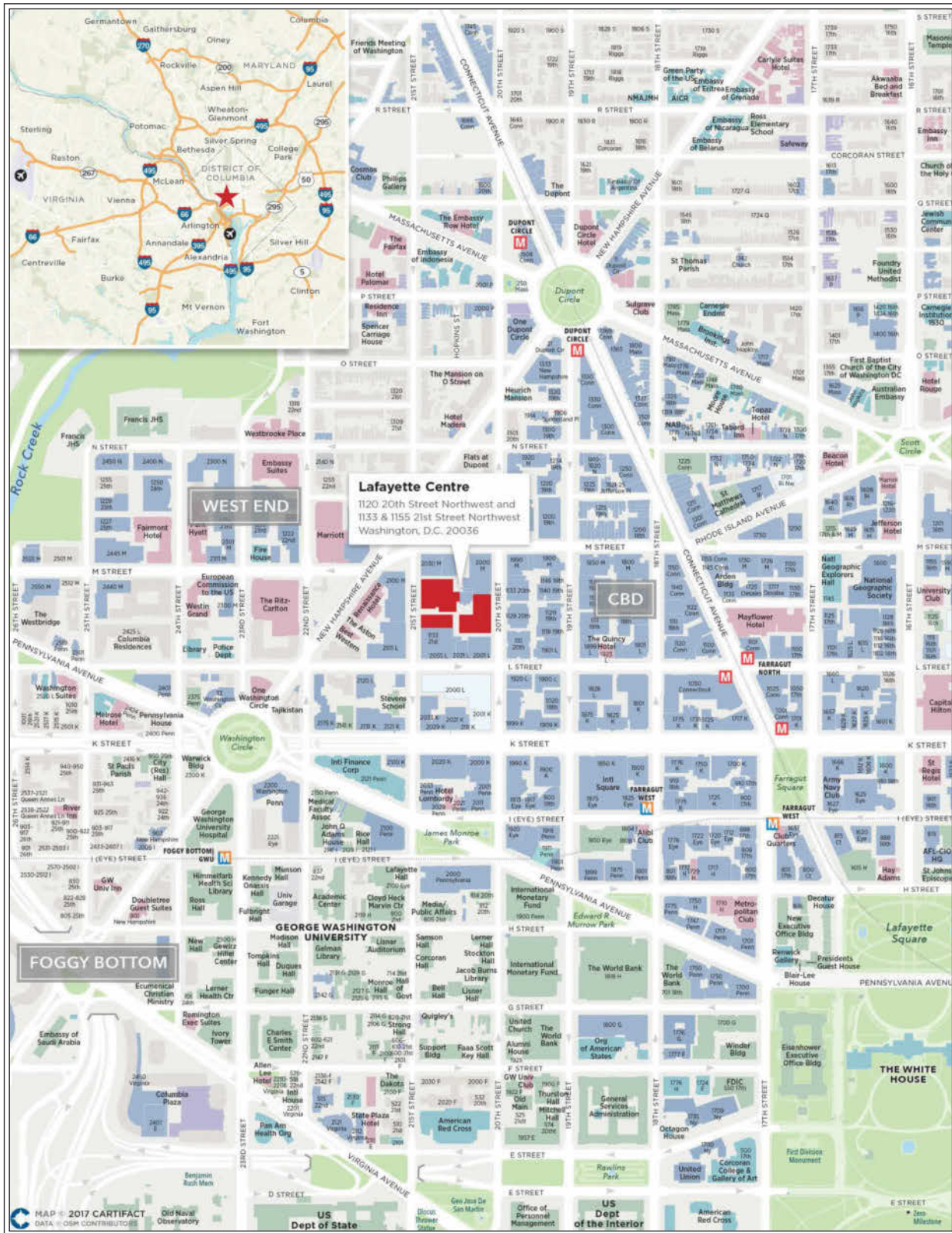
VACANT

BUILDING

2023+



LAFAYETTE CENTRE



The Lafayette Centre Property serves as the headquarters for the U.S. Commodity Futures Trading Commission (“**CFTC**”), an independent federal regulatory agency created by Congress in 1974. CFTC occupies 36.5% of the total SF and contributes 48.1% of the underwritten base rent (47.1% of underwritten total rent) pursuant to a lease that expires in September 2025. Other investment grade tenants at the property include two additional government services administration (“**GSA**”) tenants, MedStar Health, AT&T Corp, AON Services Corporation and Itochu International. Including CFTC and the GSA tenants, investment grade tenants at the Lafayette Centre Property occupy 70.8% of the total SF and contribute 82.0% of the underwritten base rent (83.1% of underwritten total rent). As of February 1, 2017, Total Occupancy and Owned Occupancy for the Lafayette Centre Property were both 86.3%.

An affiliate of a fund sponsored by Beacon Capital Partners, LLC (“**Beacon**”) acquired the Lafayette Centre Property in 2007 and has since managed the property and invested approximately \$50.9 million in improvements, including common area renovations, new elevator cabs and system modernization, the addition of a tenant-only conference facility, fitness center, bike room, outdoor terrace seating, garage repairs, as well as new signage. The borrower utilized the proceeds of the Lafayette Centre Whole Loan to acquire the Lafayette Centre Property from an affiliate of Beacon. An affiliate of Beacon retained an equity interest in the borrower and is expected to continue to manage the Lafayette Centre Property. See “—*The Borrower*” below.

The following table presents certain information relating to office and retail tenants at the Lafayette Centre Property:

Ten Largest Tenants Based on Underwritten Base Rent

| Tenant Name | Credit Rating (Fitch/MIS/S&P) ⁽¹⁾ | Tenant GLA | % of GLA | UW Base Rent | % of Total UW Base Rent | UW Base Rent \$ per SF | Lease Expiration | Renewal / Extension Options |
|---|---|----------------|---------------|---------------------|-------------------------------|------------------------------|---------------------|--------------------------------|
| CFTC ⁽²⁾ | AAA / Aaa / AA+ | 289,295 | 36.5% | \$15,955,622 | 48.1% | \$55.15 | 9/30/2025 | 2, 5-year options |
| AT&T Corp ⁽³⁾ | A- / Baa1 / BBB+ | 83,721 | 10.6 | 4,281,181 | 12.9 | 51.14 | 3/31/2023 | NA |
| MedStar Health ⁽⁴⁾ | A / A2 / A- | 112,363 | 14.2 | 3,113,936 | 9.4 | 27.71 | 8/31/2031 | 3, 5-year options |
| Jackson & Campbell ⁽⁵⁾ | NR / NR / NR | 49,469 | 6.2 | 2,863,204 | 8.6 | 57.88 | 5/31/2020 | 1, 10-year option |
| AON Service Corporation | BBB+ / Baa2 / A- | 34,489 | 4.3 | 1,935,868 | 5.8 | 56.13 | 2/29/2020 | NA |
| GSA – OSHRC ⁽⁶⁾ | AAA / Aaa / AA+ | 28,746 | 3.6 | 1,239,466 | 3.7 | 43.12 | 4/23/2018 | 1, 5-year option |
| Int'l Center for Research on Women ⁽⁷⁾ | NR / NR / NR | 16,194 | 2.0 | 790,392 | 2.4 | 48.81 | 9/30/2027 | 1, 5-year option |
| The Philanthropy Roundtable | NR / NR / NR | 10,495 | 1.3 | 516,354 | 1.6 | 49.20 | 6/30/2027 | 1, 5-year option |
| B'nai B'rith International | NR / NR / NR | 10,854 | 1.4 | 508,453 | 1.5 | 46.84 | 6/30/2026 | 1, 5-year option |
| GSA – ACUS ⁽⁸⁾ | AAA / Aaa / AA+ | 7,744 | 1.0 | 385,353 | 1.2 | 49.76 | 8/08/2020 | NA |
| Ten Largest Tenants | | 643,370 | 81.1% | \$31,589,828 | 95.2% | \$49.10 | | |
| Remaining Owned Tenants | | 41,422 | 5.2 | 1,593,404 | 4.8 | 38.47 | | |
| Vacant Space | | 108,761 | 13.7 | 0 | 0.0 | 0.00 | | |
| Totals / Wtd. Avg. Tenants | | 793,553 | 100.0% | \$33,183,232 | 100.0% | \$48.46 | | |

(1) Certain ratings are those of the parent company whether or not the parent guarantees the lease.

(2) CFTC is permitted to terminate its lease (with payment of a termination fee equal to the then-unamortized transaction cost) if Congress makes no funds available to the CFTC from which payments for the purposes of leasing space can be made. The lease can also be terminated by CFTC upon 180 days prior written notice for the convenience of the Federal Government if the statutory mission of the CFTC is no longer performed by the CFTC.

(3) AT&T Corp is permitted to terminate its lease any time after March 2020, if and only if four or more windows on the west side of the building are blocked, or a future development is built within 10 feet of the west side windows on floors 4, 8, and 10.

(4) MedStar Health has a one-time option to terminate its lease effective September 30, 2026 with 20-months' notice and payment of an approximately \$9.4 million termination fee. MedStar Health pays reimbursements on a triple-net basis with an underwritten base rent of \$27.71 per SF and an underwritten total rent of \$44.73 per SF.

(5) Jackson & Campbell sublets 7,325 SF on the 2nd floor to Sanamatrix, Inc. and 3,396 SF on the 4th floor to the Association of Farmworker Opportunity Programs.

(6) GSA – OSHRC is the Occupational Safety and Health Review Commission.

(7) Int'l Center for Research on Women is permitted to terminate its lease on March 31, 2024 with 15 months' notice and payment of a termination fee equal to the then-unamortized transaction cost.

(8) GSA – ACUS is the Administrative Conference of the United States.

LAFAYETTE CENTRE

The following table presents certain information relating to the lease rollover schedule at the Lafayette Centre Property based on initial lease expiration dates:

Lease Expiration Schedule⁽¹⁾

| Year Ending December 31, | Expiring Owned GLA | % of Owned GLA | Cumulative % of Owned GLA | UW Base Rent | % of Total UW Base Rent | UW Base Rent \$ per SF | # of Expiring Tenants |
|----------------------------------|--------------------|----------------|---------------------------|---------------------|-------------------------|------------------------|-----------------------|
| MTM | 46 | 0.0% | 0.0% | \$0 | 0.0% | \$0.00 | 1 |
| 2017 | 2,029 | 0.3 | 0.3% | 56,258 | 0.2 | 27.73 | 1 |
| 2018 | 39,116 | 4.9 | 5.2% | 1,769,196 | 5.3 | 45.23 | 4 |
| 2019 ⁽²⁾ | 0 | 0.0 | 5.2% | 8,806 | 0.0 | 0.00 | 1 |
| 2020 ⁽²⁾ | 91,702 | 11.6 | 16.7% | 5,190,425 | 15.6 | 56.60 | 4 |
| 2021 | 0 | 0.0 | 16.7% | 0 | 0.0 | 0.00 | 0 |
| 2022 ⁽²⁾ | 450 | 0.1 | 16.8% | 54,926 | 0.2 | 122.06 | 2 |
| 2023 | 83,974 | 10.6 | 27.4% | 4,342,962 | 13.1 | 51.72 | 2 |
| 2024 | 1,752 | 0.2 | 27.6% | 85,446 | 0.3 | 48.77 | 1 |
| 2025 | 296,459 | 37.4 | 65.0% | 16,227,854 | 48.9 | 54.74 | 2 |
| 2026 ⁽²⁾ | 10,854 | 1.4 | 66.3% | 517,453 | 1.6 | 47.67 | 2 |
| 2027 | 32,689 | 4.1 | 70.5% | 1,518,921 | 4.6 | 46.47 | 3 |
| 2028 & Thereafter ⁽³⁾ | 125,721 | 15.8 | 86.3% | 3,410,986 | 10.3 | 27.13 | 5 |
| Vacant | 108,761 | 13.7 | 100.0% | 0 | 0.0 | 0.00 | 0 |
| Total / Wtd. Avg. | 793,553 | 100.0% | | \$33,183,232 | 100.0% | \$48.46 | 28 |

(1) Calculated based on approximate square footage occupied by each Owned Tenant.

(2) Includes one antenna tenant with no SF attributed.

(3) Includes a Fitness Center (4,568 SF) and Management Office (1,152 SF) with no Underwritten Base Rent attributed.

The following table presents certain information relating to historical occupancy at the Lafayette Centre Property:

Historical Leased %⁽¹⁾

| 2014 | 2015 | 2016 | TTM 3/31/2017 |
|-------|-------|-------|---------------|
| 84.7% | 80.3% | 80.0% | 83.4% |

(1) As provided by the borrower and reflects average occupancy for the indicated year ended December 31 unless specified otherwise.

- **Operating History and Underwritten Net Cash Flow.** The following table presents certain information relating to historical operating performance and the Underwritten Net Cash Flow at the Lafayette Centre Property:

Cash Flow Analysis⁽¹⁾

| | 2014 | 2015 | 2016 | TTM 3/31/2017 | Underwritten ⁽²⁾⁽³⁾ | Underwritten \$ per SF |
|---|---------------------|---------------------|---------------------|---------------------|--------------------------------|---------------------------|
| Base Rental Revenue | \$30,564,052 | \$30,862,460 | \$30,258,981 | \$31,248,898 | \$33,183,232 | \$41.82 |
| Contractual Rent Steps ⁽⁴⁾ | 0 | 0 | 0 | 0 | 2,965,653 | 3.74 |
| Total Reimbursement Revenue | 1,505,665 | 1,673,627 | 2,647,736 | 3,820,002 | 5,054,488 | 6.37 |
| Gross Up Vacancy | 0 | 0 | 0 | 0 | 4,713,999 | 5.94 |
| Parking Revenue | 999,520 | 1,166,200 | 1,218,312 | 1,318,341 | 1,342,791 | 1.69 |
| Other Revenue | 317,781 | 231,472 | 365,618 | 373,217 | 373,217 | 0.47 |
| Gross Revenue | \$33,387,018 | \$33,933,759 | \$34,490,647 | \$36,760,458 | \$47,633,380 | \$60.03 |
| Vacancy Loss | 0 | 0 | 0 | 0 | (4,713,999) | (5.94) |
| Effective Gross Revenue | \$33,387,018 | \$33,933,759 | \$34,490,647 | \$36,760,458 | \$42,919,381 | \$54.09 |
| Real Estate Taxes | 5,671,418 | 6,285,009 | 6,624,389 | 7,092,361 | 8,173,580 | 10.30 |
| Insurance | 148,737 | 142,311 | 134,479 | 133,678 | 133,678 | 0.17 |
| Utilities | 2,283,815 | 2,323,481 | 2,212,530 | 2,168,962 | 2,012,148 | 2.54 |
| Repairs & Maintenance | 2,297,825 | 2,101,774 | 2,463,281 | 2,601,999 | 2,601,999 | 3.28 |
| Janitorial | 1,071,561 | 1,101,973 | 1,055,005 | 1,082,208 | 1,082,208 | 1.36 |
| Management Fee | 926,918 | 903,185 | 891,277 | 1,053,086 | 1,000,000 | 1.26 |
| Payroll (Office, Security, Maintenance) | 1,158,630 | 1,320,310 | 1,263,577 | 1,333,594 | 1,374,914 | 1.73 |
| Marketing | 59,472 | 88,826 | 200,677 | 181,755 | 140,370 | 0.18 |
| General and Administrative - Direct | 850,132 | 871,991 | 906,661 | 875,611 | 875,611 | 1.10 |
| Other Expenses | 460,929 | 594,522 | 828,271 | 856,956 | 976,256 | 1.23 |
| Total Operating Expenses | \$14,929,437 | \$15,733,382 | \$16,580,147 | \$17,380,210 | \$18,370,764 | \$23.15 |
| Net Operating Income | \$18,457,581 | \$18,200,377 | \$17,910,500 | \$19,380,248 | \$24,548,617 | \$30.94 |
| Tenant Improvements | 0 | 0 | 0 | 0 | 508,120 | 0.64 |
| Leasing Commissions | 0 | 0 | 0 | 0 | 254,060 | 0.32 |
| Replacement Reserves | 0 | 0 | 0 | 0 | 33,583 | 0.04 |
| Net Cash Flow | \$18,457,581 | \$18,200,377 | \$17,910,500 | \$19,380,248 | \$23,752,854 | \$29.93 |

- (1) Certain items such as free rent, bad debt, prepaid rent, termination fee income, interest income and any other non-recurring or non-operating items were excluded from the historical presentation and are not considered for the underwritten cash flow.
- (2) The increase in underwritten cash flow from the TTM period is primarily the result of new leasing activity, including a triple-net lease for MedStar Health (112,363 SF) that began in July 2016.
- (3) Underwritten cash flow is based on contractual rents as of February 1, 2017 and contractual rent steps through February 28, 2018.
- (4) Underwritten contractual rent steps reflects the net present value of future contractual rent steps for credit rated tenants through the end of their lease terms (excluding any rent steps already captured in Underwritten Base Rental Revenue), using a discount rate of 7.0%.

- **Appraisal.** According to the appraisal, the Lafayette Centre Property had a total “as-is” appraised value of \$404,000,000 as of December 14, 2016 and an “as stabilized” appraised value of \$430,000,000 as of December 14, 2018, which assumes a stabilized occupancy of 95.0%.
- **Environmental Matters.** According to a Phase I environmental report, dated December 28, 2016, there are no recognized environmental conditions or recommendations for further action at the Lafayette Centre Property other than the implementation of an operations and maintenance plan for asbestos containing materials.
- **Market Overview and Competition.** The Lafayette Centre Property is located in the Washington, D.C. CBD office submarket. As of the third quarter of 2016, the CBD submarket contained approximately 38.5 million of total office SF and a vacancy rate of 9.5%.

District of Columbia Office Market Statistics⁽¹⁾

| | Capitol Hill | Capitol Riverfront | CBD | East End | Georgetown | NOMA | Southwest | Uptown | West End | Washington, DC Total |
|------------------------------|--------------|--------------------|------------|------------|------------|------------|------------|-----------|-----------|----------------------|
| No. of Buildings | 31 | 11 | 232 | 199 | 22 | 42 | 34 | 72 | 18 | 661 |
| Inventory (SF) | 4,683,182 | 3,713,258 | 38,486,683 | 43,033,182 | 2,619,104 | 10,883,057 | 11,853,498 | 6,417,967 | 2,841,021 | 124,530,952 |
| Direct Vacancy Rate | 13.4% | 15.3% | 9.5% | 13.4% | 7.5% | 8.6% | 12.1% | 17.4% | 12.6% | 11.8% |
| 3Q 2016 Net Absorption (SF) | (32,237) | (123,375) | 161,511 | (33,101) | 11,523 | 68,069 | (108,354) | 10,992 | (4,917) | (49,889) |
| YTD 2016 Net Absorption (SF) | (170,355) | (126,986) | 411,630 | (144,893) | 12,865 | 117,765 | 90,577 | (38,028) | 24,954 | 177,529 |
| Avg. Asking Rental Rate | \$59.71 | \$46.81 | \$54.13 | \$57.01 | \$44.08 | \$48.88 | \$48.42 | \$41.27 | \$52.09 | \$52.68 |

- (1) Source: Appraisal.

The following table presents certain information relating to the primary competition for the Lafayette Centre Property:

Competitive Set⁽¹⁾

| | 1800 M Street NW | 1111 19 th Street NW | 1050 Connecticut Avenue NW | 1150 18 th Street NW | 1850 M Street, NW | 1200 New Hampshire Avenue NW |
|------------------------|------------------|---------------------------------|----------------------------|---------------------------------|-------------------|------------------------------|
| Class | A | B | A | A | A- | A |
| Stories | 10 | 12 | 12 | 10 | 12 | 8 |
| Year Built / Renovated | 1975 / 2013 | 1979 / NAP | 1982 / NAP | 1990 / NAP | 1986 / NAP | 1980 / NAP |
| Net Rentable Area (SF) | 535,253 | 271,251 | 708,753 | 166,518 | 242,375 | 291,253 |
| Occupancy | 90% | 81% | 96% | 99% | 100% | 100% |
| Rental Rate per (SF) | \$55.00 | \$54.00 – \$59.00 | NAV | \$53.00 | NAV | \$38.00 |
| Reimbursements | Full Service | Full Service + Base Year | Full Service + Base Year | Full Service + Base Year | Base Year Stop | Full Service |

(1) Source: Appraisal.

- **The Borrower.** The borrower is LCPC Lafayette Property LLC, a single-purpose, single-asset entity. Legal counsel to the borrower delivered a non-consolidation opinion in connection with the origination of the Lafayette Centre Whole Loan. Other than the borrower, no person or entity guarantees the non-recourse carveouts with respect to the Lafayette Centre Whole Loan. The borrower sponsor is DC REIT Lafayette LLC, the owner of the borrower.

The borrower is indirectly wholly-owned by a joint venture between and among affiliates of Beacon, affiliates of GIC Private Limited (“**GIC**”), and Korea Investment Corporation, a corporation organized under the laws of the Republic of Korea (“**KIC**”). Affiliates of Beacon indirectly own an approximately 2.5% interest in the borrower, affiliates of GIC indirectly own an approximately 48.75% interest in the borrower, and KIC indirectly owns an approximately 48.75% interest in the borrower. GIC is a global investment firm with over \$100 billion of assets under management in more than 40 countries worldwide. KIC is a global investment firm with over \$100 billion of assets under management in more than 50 countries worldwide.

- **Escrows.** On the origination date, the borrower funded an unfunded obligations account in the amount of \$3,572,450 in connection with tenant improvement and leasing commission obligations of the borrower and free rent attributable to various tenants. Of the unfunded obligations, approximately \$2.0 million was reserved for tenant improvements for Int’l Center for Research on Women, InsideNGO and DC Chamber of Commerce tenants. Approximately \$251,000 was reserved for leasing commissions, primarily related to DC Chamber of Commerce, Int’l Center for Research on Women and The Philanthropy Roundtable. In addition, approximately \$1.3 million was reserved for free rent primarily for MedStar Health, InsideNGO, The Philanthropy Roundtable and DC Chamber of Commerce.

On each due date during the continuance of a Lafayette Centre Trigger Period, the borrower is required to fund (i) a tax and insurance reserve in an amount equal to one-twelfth of the amount that the lender reasonably estimates will be necessary to pay taxes and insurance premiums over the then succeeding 12-month period, unless in the case of insurance premiums, the borrower is maintaining a blanket policy in accordance with the related loan documents and there is no continuing event of default, and upon request of the lender, the borrower provides evidence of renewals of such policies and payment of related premiums, (ii) a capital expenditure reserve in an amount equal to \$16,532 and (iii) during a Lafayette Centre Trigger Period pursuant to clause (i) or (ii) of the definition thereof set forth below unless otherwise provided in the related loan documents, a tenant improvements and leasing commissions reserve in an amount equal to \$99,194.

In addition, on each due date during the continuance of a Lafayette Centre Trigger Period, the related loan documents require an excess cash flow reserve as discussed under “—*Lockbox and Cash Management*” below.

A “**Government Lease Trigger Period**” means, unless the borrower has entered into qualifying replacement leases and/or a CFTC lease renewal acceptable to the lender of at least 239,000 SF at the Lafayette Centre Property (each, a “**Government Re-Leasing Condition**”), the period commencing on the date that is 18 months prior to the termination of the CFTC government lease, whether at its scheduled expiration in September 2025 or upon such earlier termination as may be agreed to by the parties to such lease, and ending on the earlier to occur of (i) the date on which the sum of (x) the aggregate amount deposited into the government tenant leasing reserve account without taking into account amounts previously disbursed from such account, plus (y) equity paid by the borrower pursuant to the loan documents, equals the product of (a) \$50, times (b) the square footage to be vacated by the tenant under the CFTC government lease, excluding any square footage that has been re-leased by the borrower pursuant to one or more qualifying replacement leases and/or a CFTC lease renewal acceptable to the lender or (ii) the date the Government Re-Leasing Condition has been satisfied.

A “**Lafayette Centre Trigger Period**” means (i) commencing with the fiscal quarter ending December 2017, any period commencing as of the last day of the second of any two consecutive fiscal quarters during which the debt yield based on net operating income (as calculated under the related loan documents) is less than 7.00%, and ending at the conclusion of the second consecutive fiscal quarter for which the debt yield for each such fiscal quarter is equal to or greater than 7.00%, (ii) commencing 15 business days following the borrower’s receipt of written notice of its failure to deliver monthly, quarterly or annual financial reports and ending when such reports are delivered and they indicate that no other Lafayette Centre Trigger Period is ongoing and (iii) a Government Lease Trigger Period.

- **Lockbox and Cash Management.** The Lafayette Centre Whole Loan is structured with a hard lockbox and springing cash management. The related loan documents require the borrower to direct tenants to pay rent directly to a lender-controlled lockbox account and all cash revenues relating to the Lafayette Centre Property and all other money received by the borrower or the property manager with respect to the Lafayette Centre Property (other than tenant termination fees and tenant security deposits) be deposited into such lockbox account by the end of the second business day following receipt. At the end of each business day, all funds in the lockbox account are required to be swept into (a) if no Lafayette Centre Trigger Period or event of default under the Lafayette Centre Whole Loan is continuing, the borrower’s operating account, or (b) during the continuance of a Lafayette Centre Trigger Period or event of default under the Lafayette Centre Whole Loan, the cash management account. Upon termination of a Lafayette Centre Trigger Period, so long as no event of default is continuing under the Lafayette Centre Whole Loan, all funds in the cash management account (other than any funds required to be held in reserve by the lender) are required to be transferred into a borrower-controlled operating account.

On each due date during the continuance of a Lafayette Centre Trigger Period or, at the lender’s discretion, during an event of default under the Lafayette Centre Whole Loan, the related loan documents require that all amounts on deposit in the cash management account be used to pay debt service, required reserves and operating expenses, and that all remaining amounts be reserved in (i) an excess cash flow reserve account with respect to a Lafayette Centre Trigger Period other than a Government Lease Trigger Period, and (ii) a government tenant leasing reserve with respect to a Government Lease Trigger Period.

- **Property Management.** The Lafayette Centre Property is managed by LCPC Lafayette Property Manager LLC, which is an affiliate of the borrower and Laz Parking Mid-Atlantic, LLC, which is not an affiliate of the borrower, pursuant to separate management agreements. Under the related loan documents, the Lafayette Centre Property is required to remain managed by LCPC Lafayette Property Manager LLC and Laz Parking Mid-Atlantic, LLC or any other management company specified in the related loan documents or otherwise approved by the lender in accordance with the related loan documents and (in the case of replacement of LCPC Lafayette Property Manager LLC with a management company requiring the lender's approval) with respect to which a Rating Agency Confirmation has been received. The lender has the right to replace, or require the borrower to replace, the property manager and require the borrower to engage a property manager selected by the borrower and (unless otherwise provided in the related loan documents) reasonably approved by the lender (i) during the continuance of an event of default under the Lafayette Centre Whole Loan, (ii) following any foreclosure, conveyance in lieu of foreclosure or other similar transaction, (iii) during the continuance of a material default by the property manager under the management agreement (after the expiration of any applicable notice and/or cure periods), (iv) if the property manager files or is the subject of a petition in bankruptcy or (v) if a trustee or receiver is appointed for the property manager's assets or the property manager makes an assignment for the benefit of its creditors or is adjudicated insolvent.
- **Mezzanine or Secured Subordinate Indebtedness.** Not permitted.
- **Terrorism Insurance.** So long as TRIPRA or a similar or similar subsequent statute is in effect, the borrower is required to maintain terrorism insurance for foreign and domestic acts (as those terms are defined in TRIPRA or similar or similar subsequent statute) in an amount equal to the full replacement cost of the Lafayette Centre Property (plus 18 months of business interruption coverage). If TRIPRA or a similar or subsequent statute is not in effect, then provided that terrorism insurance is commercially available, the borrower is required to carry terrorism insurance throughout the term of the Lafayette Centre Whole Loan as described in the preceding sentence, but in that event the borrower is not required to spend more than two times the amount of the insurance premium that is payable at that time in respect of the property and business interruption/rental loss insurance required under the related loan documents (without giving effect to the cost of terrorism, flood and earthquake components of such property and business interruption/rental loss insurance), and if the cost of terrorism insurance exceeds such amount, then the borrower is required to purchase the maximum amount of terrorism insurance available with funds equal to such amount. In either such case, terrorism insurance may not have a deductible in excess of \$100,000. The required terrorism insurance may be included in a blanket policy so long as the borrower provides evidence satisfactory to the lender that the insurance premiums for the Lafayette Centre Property are separately allocated to the Lafayette Centre Property and that the policy will provide the same protection as a separate policy. See "*Risk Factors—Terrorism Insurance May Not Be Available for All Mortgaged Properties*" in the Prospectus.