AMENDMENT TO LICENSE AGREEMENT

AMENDMENT TO LICENSE AGREEMENT dated as of August 26, 2010 between ROOSEVELT ISLAND OPERATING CORPORATION ("Licensor"), a body corporate and politic constituting a political subdivision of the State of New York and a public benefit corporation having an office at 591 Main Street, Roosevelt Island, New York 10044, and MEPT OCTAGON LLC, a Delaware limited liability company ("Licensee"), having an office c/o NewTower Trust Company Multi-Employer Property Trust, c/o NewTower Trust Company, 3 Bethesda Metro Center, Suite 1600, Bethesda, Maryland 20814.

WITNESSETH:

WHEREAS, by License Agreement dated as of July 14, 2009 (the "License"), Licensor granted Licensee the right to install and operate a fuel cell and related equipment to provide electricity and thermal energy to the Premises (as defined in the License) in the Licensed Space (as identified on Exhibit A-1 to the License); and

WHEREAS, the parties wish to modify the Licensed Space, and otherwise amend the License as set forth herein.

NOW THEREFORE, the parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms used in this Amendment to License Agreement shall have the meaning ascribed to them in the License.

2. Licensed Space. A new Exhibit A-1 (8/10) is attached hereto in place of the Exhibit A-1 attached to the License, and the cross-hatched area shown on Exhibit A-1 (8/10) shall constitute the Licensed Space.

3. Relocation of Generator. Notwithstanding Paragraph 6 of the License, Licensee will not relocate the Generator from the location shown on Exhibit A-2 to the License. Licensor approves the location of the Equipment as shown on Exhibit A-1 (8/10) attached hereto, subject to the terms set forth herein.

4. Limited Access. If any of the Equipment is raised above the ground, bracing, fencing or grillage will be installed at Licensee's expense, if needed in order to prevent unauthorized access beneath the Equipment.

5. Maintenance of Licensed Space and Equipment. Paragraph 6(d) of the License is amended to read as follows:

"(d) Licensee shall maintain the Licensed Space and Equipment in good condition and order. Licensee shall plant and maintain a vegetative screen surrounding the Equipment sufficient to completely screen the installation. Licensor has the right to review and approve (which approval shall not be unreasonably

withheld, delayed or conditioned) Licensee's proposed planting plan to ensure that it includes a sufficient quantity of plants and diversity of species to create an effective visual screen. Licensee shall maintain the lawn area in the Licensed Space, the vegetative screen and all other plantings in the Licensed Space in good condition during the term of the License Agreement, including, without limitation, watering when necessary, cutting the lawn, and removing and replacing landscape elements as needed to maintain an attractive and effective visual barrier around the Equipment. Licensor shall have no obligation to maintain the Licensed Space, nor any lawn or vegetation on the Licensed Space."

6. Ratification of License. Except as set modified herein, the License shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have signed this Amendment to License Agreement as of the date set forth above.

LICENSOR:

ROOSEVELT ISLAND OPERATING CORPORATION

By: _____
Name: Leslie Torres
Title: President and CEO

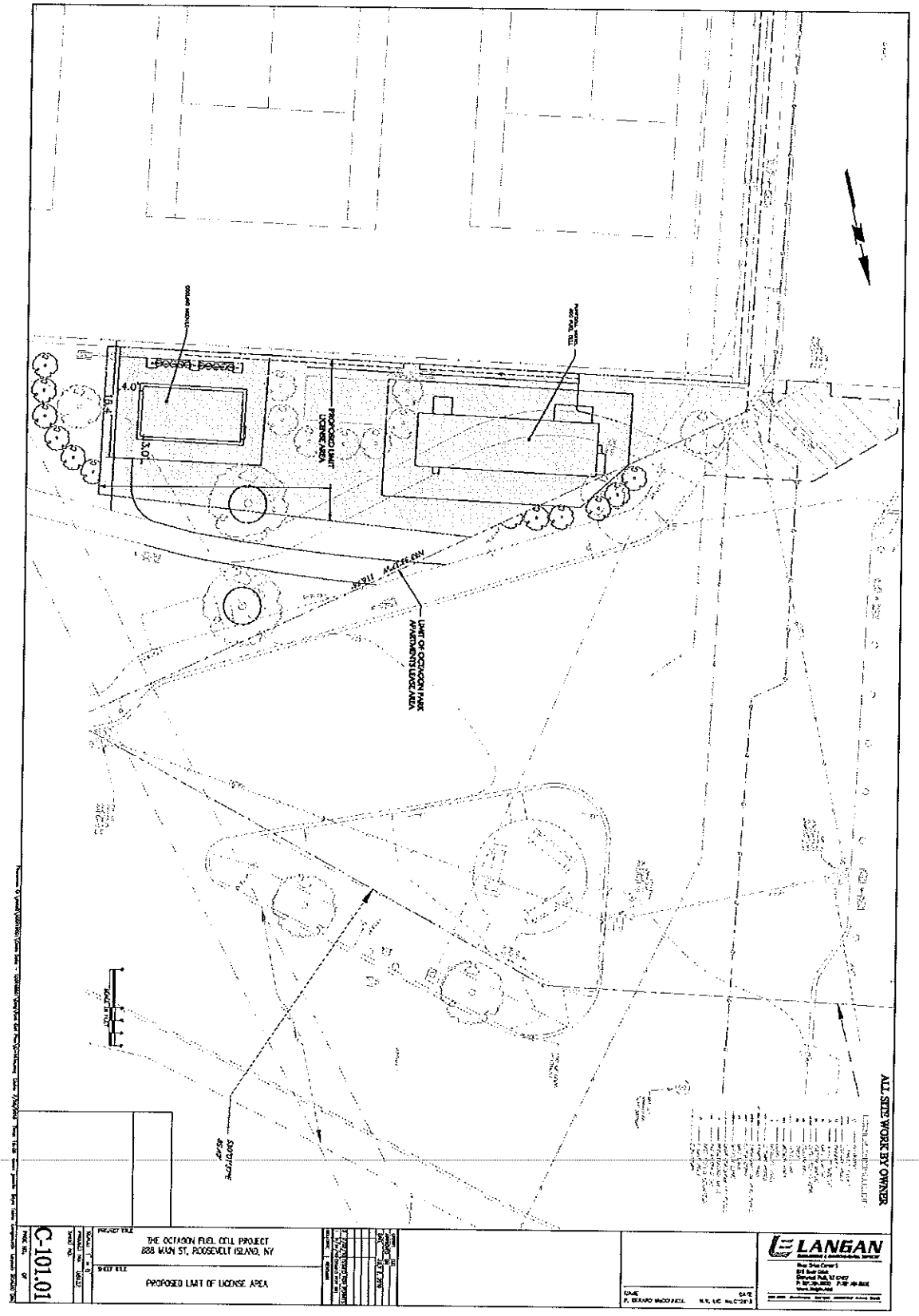
LICENSEE:

MEPT OCTAGON LLC, a Delaware limited liability company

By: MEPT Edgemoor REIT LLC,
a Delaware limited liability company,
its Manager

By: _____
Name: David S. Ceda
Title: Manager

EXHIBIT A-1 (8/10)
LICENSED SPACE


PROPOSED LIMIT OF LICENSE AREA
4.0'
3.0'
ALL SITE WORK BY OWNER
C-101.01
THE OSTROOM FUEL CELL PROJECT
888 MAIN ST, ROOSEVELT ISLAND, NY
PROPOSED LIMIT OF LICENSE AREA
LANGAN