

FIRST AMENDMENT TO OFFICE LEASE

THIS FIRST AMENDMENT TO OFFICE LEASE ("First Amendment") is made this 10th day of February, 2016 by and between JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company ("Landlord"), and GENERAL COUNSEL, P.C., a Virginia professional corporation ("Tenant"). PL

WITNESSETH:

WHEREAS, by that certain Office Lease dated January 28, 2014 (the "Lease"), Landlord leased to Tenant, and Tenant leased from Landlord, approximately 2,631 rentable square feet of space known as Suite 220 (the "Premises") on the second (2nd) floor of the building located at 6849 Old Dominion Drive, McLean, Virginia (the "Building"), upon the terms and conditions set forth in the Lease;

WHEREAS, the Term of the Lease is scheduled to expire on January 31, 2016; and

WHEREAS, Landlord and Tenant wish to extend the Term of the Lease for an additional period of two (2) years, upon the terms and conditions set forth in this First Amendment, and to otherwise revise and modify the Lease accordingly, as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

1. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Lease.
2. The Term of the Lease is hereby extended for a period of two (2) years (such period being hereinafter referred to as the "Extension Period"), which Extension Period shall commence on February 1, 2016 (the "Extension Period Commencement Date"), and which Extension Period and the Term of the Lease shall expire at 11:59 p.m. on January 31, 2018 (the "Expiration Date"), unless earlier terminated pursuant to the provisions of the Lease, as modified by the provisions of this First Amendment, or pursuant to law.
3. Section 4 of the Lease (captioned "Rent") is hereby amended by adding the following language to the end thereof:

"Notwithstanding the foregoing or anything to the contrary contained in this Lease, commencing on the Extension Period Commencement Date and continuing thereafter throughout the Extension Period, Tenant shall pay to Landlord in advance, without setoff, deduction or demand, Base Rent for the Premises (the 'Extension Period Base Rent'), which Extension Period Base Rent shall be payable on the first (1st) day of each calendar month during the Extension Period, in the following amounts:

Extension Period <u>Lease Year</u>	Rate of Extension Period Base Rent Per Square Foot <u>Per Annum</u>	Rate of Extension Period Base Rent <u>Per Annum</u>	Rate of Monthly Extension Period <u>Base Rent</u>
1	\$31.00	\$81,561.00	\$6,796.75
2	\$31.78	\$83,613.18	\$6,967.77

An 'Extension Period Lease Year' shall mean that period of twelve (12) consecutive calendar months that commences on the Extension Period Commencement Date, and the consecutive twelve (12) month period thereafter. The earliest such twelve (12) month period shall be referred to as 'Extension Period Lease Year 1,' and the following Extension Period Lease Year shall be similarly numbered for identification purposes.

4. Tenant acknowledges that it has been in occupancy of the Premises prior to the Extension Period Commencement Date and Tenant accepts the Premises in its "as-is" condition as of the Extension Period Commencement Date, expect that Landlord, at its sole cost and expense, will clean the existing carpets in the Premises in Landlord's Building standard manner using Building standard materials. Landlord shall have no obligation to make any other improvements or alterations to the Premises during the Extension Period.

5. Pursuant to Section 5 of the Lease (captioned "Additional Rent"), Tenant shall continue to pay to Landlord Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses throughout the Extension Period.

6. Tenant acknowledges and agrees that Tenant's Renewal Option set forth in Section 40 of the Lease (captioned "Option to Extend") has been satisfied by this First Amendment, and Tenant shall have no further right to extend or renew the Term of the Lease after the expiration or earlier termination of the Extension Period.

7. Landlord and Tenant each represents and warrants to the other that neither of them has employed any broker in procuring or carrying on any negotiations relating to this First Amendment. Landlord and Tenant shall indemnify and hold each other harmless from any loss, claim or damage, including, but not limited to, all court costs and reasonable attorneys' fees, relating to the breach of the foregoing representation and warranty.

8. Except as expressly modified by this First Amendment, all terms and provisions of the Lease shall remain in full force and effect.

9. Landlord and Tenant represent and warrant to each other that the person signing this First Amendment on its behalf has the requisite authority and power to execute this First Amendment and to thereby bind the party on whose behalf it is being signed.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Office Lease as of the day and year first hereinabove written.

WITNESS:

LANDLORD:

JBG/OLD DOMINION OFFICE, L.L.C., a Delaware
limited liability company

By: JBG/Company Manager III, L.L.C.,
Its Managing Member

By: _____

By: _____

Name: _____

Steve Bonacci

Authorized Signatory

ATTEST:

TENANT:

[Corporate Seal]

GENERAL COUNSEL, P.C., a Virginia professional
corporation

By: _____

Name: _____

Title: _____

Elizabeth Hart

Elizabeth Hart

Office Administrator

By: _____

Name: _____

Title: _____

Merritt Green

Merritt Green

Owner / President