

## SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Second Amendment") is made and entered into as of January 24, 2018, by and between **SIP/CREF 6849 OLD DOMINION, LLC**, a Delaware limited liability company ("Landlord"), successor-in-interest to JBG/Old Dominion Office, L.L.C., and **GENERAL COUNSEL, P.C.**, a Virginia professional corporation ("Tenant").

### RECITALS

A. Pursuant to that certain Office Lease dated January 28, 2014, as amended by that certain First Amendment to Office Lease dated February 16, 2016 (collectively, the "Lease"), Landlord is currently leasing to Tenant and Tenant is currently leasing from Landlord certain premises consisting of approximately 2,631 rentable square feet of space known as Suite 220 (the "Premises") on the second (2<sup>nd</sup>) floor of the building located at 6849 Old Dominion Drive, McLean, Virginia (the "Building"), as more particularly described in the Lease.

B. The Term of the Lease presently expires on January 31, 2018, and Landlord and Tenant have agreed to extend the Term of the Lease through February 28, 2021.

C. The parties hereto desire to modify the Lease to reflect, among other things, the extension of the Term.

NOW THEREFORE, in consideration of the premises and such other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties do hereby agree to amend the Lease as follows.

1. **Term.** The Term of the Lease is hereby extended for a period of three (3) years and one (1) month (the "Second Extension Period"), which Second Extension Period shall commence on February 1, 2018 (the "Second Extension Period Commencement Date") and shall expire at 11:59 p.m. on February 28, 2021 (the "Expiration Date"), unless sooner terminated in accordance with the express terms of the Lease, as amended hereby.

2. **Prior Occupancy.** Tenant acknowledges that it has been in occupancy of the Premises prior to the Second Extension Period Commencement Date and Tenant accepts the Premises in its "as-is" condition as of the Second Extension Period Commencement Date. Landlord shall have no obligation to make any improvements or alterations to the Premises during the Second Extension Period.

3. **Base Rent.**

A. For all periods prior to the Second Extension Period Commencement Date, Tenant shall continue to pay the Extension Period Base Rent in accordance with the terms and conditions of the Lease in effect immediately preceding this Second Amendment.

B. Commencing on the Second Extension Period Commencement Date and continuing for the remainder of the Second Extension Period, Tenant covenants and agrees to pay to Landlord Base Rent for the Premises (the "Second Extension Period Base Rent") in monthly

installments in accordance with the schedule set forth below:

<b>Portion of Lease Term</b>	<b>Annual Base Rent</b>	<b>Monthly Installment</b>
February 1, 2018 – January 31, 2019	\$85,507.50	\$7,125.63
February 1, 2019 – January 31, 2020	\$88,072.73	\$7,339.39
February 1, 2020 – January 31, 2021	\$90,714.91	\$7,559.58
February 1, 2021 – February 28, 2021*	\$93,436.36	\$7,786.36

\*represents Base Rent payable on an annualized basis.

C. Notwithstanding any provision herein to the contrary, provided there exists no default under this Lease, Landlord agrees to abate one hundred percent (100%) of the Second Extension Period Base Rent payable by Tenant to Landlord for the first (1<sup>st</sup>) month of the Second Extension Period (i.e., \$7,125.63); it being agreed that all other costs and charges specified in the Lease shall remain due and payable pursuant to the provisions of the Lease. If an event of default occurs at any time during the Term, the amount of the Second Extension Period Base Rent so abated shall immediately become due and payable. The payment by Tenant of such amount due to an event of default under the Lease shall not limit or affect any of Landlord's other rights, pursuant to the Lease or at law or in equity.

D. Except as expressly provided in this Paragraph 3, each monthly installment of the Second Extension Period Base Rent shall be due and payable in advance on the first day of each month during the Second Extension Period.

#### **4. Operating Expenses and Taxes.**

A. For all periods prior to February 1, 2018, Tenant shall continue to pay to Landlord Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses in accordance with the terms and conditions of the Lease in effect immediately preceding this Second Amendment.

B. From February 1, 2018 through December 31, 2018, Tenant shall not be obligated to pay Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses.

C. Commencing on January 1, 2019 and continuing for the remainder of the Second Extension Period, Tenant shall pay to Landlord Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses in accordance with the terms and conditions of the Lease, provided that the Operating Expenses Base Year shall be the 2018 tax year, and the Real Estate Tax Expenses Base Year shall be calendar year 2018.

#### **5. Option to Renew.**

A. Provided that Tenant is (i) not in default of the Lease after notice to Tenant and the expiration of any applicable cure period at the time of exercise of this option and (ii) still occupying the entire Premises, Tenant shall have the option to renew (herein the "Option to

Renew”) the Lease for one (1) additional three (3) year term (the “Third Extension Period”) on the same terms, covenants and conditions of the Lease, except that the Base Rent payable by Tenant during such Third Extension Period shall be the prevailing market rate for comparable Class A office space in the McLean submarket of Fairfax County, Virginia (the “Fair Market Rental”). The “Fair Market Rental” shall also take into account: (i) the fact that Tenant pays Additional Rental; and (ii) the total of then prevailing tenant concessions, then prevailing rent abatement, and all other then prevailing tenant concessions then given in leases to renewal tenants of office space of comparable size, in comparable locations in comparable Buildings. Provided that the aforesaid conditions are met, Tenant may exercise its option by giving Landlord written notice at least nine (9) months prior to the expiration of the Second Extension Period. If Tenant shall fail to timely exercise the aforesaid Option to Renew then and in such event, all rights of Tenant to the Third Extension Period hereof shall be of no further force or effect, time being of the essence. Tenant shall not be entitled to any renewal term beyond the Third Extension Period.

B. In the event the parties are unable to agree upon the Fair Market Rental for the Third Extension Period within thirty (30) days after Tenant provides Landlord written notice of its exercise of the Option to Renew, the Fair Market Rental shall be determined by the three-broker method as described below:

(i) Within twenty (20) days following Landlord’s receipt of an Exercise Notice, Landlord shall provide Tenant with Landlord’s determination of the Fair Market Rental for the Third Extension Period (the “Renewal Rent Notice”). In the event Landlord and Tenant agree to the Fair Market Rental for the Third Extension Period, Landlord and Tenant shall execute a written agreement establishing same (the “Renewal Rent Memorandum”). The Renewal Rent Memorandum executed by the parties for the Third Extension Period shall be deemed part of the Lease.

(ii) In the event Landlord and Tenant fail to agree in writing within ten (10) days following Tenant’s receipt of the Renewal Rent Notice, then Landlord and Tenant shall each engage a licensed real estate broker with not less than ten (10) years’ experience leasing office space of comparable Buildings in the McLean submarket of Fairfax County and who is not affiliated in any manner with Landlord or Tenant (each a “Qualified Broker”), on or before the date which is five (5) days following expiration of such ten (10) day period.

(iii) Not later than thirty (30) days following the designation of the two Qualified Brokers, the Qualified Brokers shall each determine the Fair Market Rental as aforesaid. If the lower of the two (2) determinations is not less than ninety-five percent (95%) of the higher of the two (2) determinations, then the Fair Market Rental shall be the average of the two (2) determinations.

(iv) In the event the lower of the two (2) determinations is less than ninety-five percent (95%) of the higher of the two (2) determinations, then the two (2) Qualified Brokers shall render separate written reports of their determinations and not later than fifteen (15) days after the submission by the two (2) Qualified Brokers of their determinations, the two (2) Qualified Brokers shall appoint a third (3<sup>rd</sup>) Qualified Broker. The third (3<sup>rd</sup>) Qualified Broker shall be furnished the written reports of the first two (2) Qualified Brokers. In the event that said

two (2) Qualified Brokers cannot agree on the choice of a third (3<sup>rd</sup>) Qualified Broker within such fifteen (15) day period, then the President of the Greater Washington Commercial Association of Realtors (or its successor organization) shall choose a third (3<sup>rd</sup>) Qualified Broker on or before the date which is thirty (30) days after the determination of the two (2) Qualified Brokers. No later than thirty (30) days following designation of the third (3<sup>rd</sup>) Qualified Broker such third (3<sup>rd</sup>) Qualified Broker shall make its own determination of the Renewal Rent selecting one of the determinations made by the first two (2) Qualified Brokers which in the opinion of the third (3<sup>rd</sup>) Qualified Broker most closely approximates the Fair Market Rental. Landlord and Tenant shall each bear the cost of its Qualified Broker and shall share equally the cost of the third (3<sup>rd</sup>) Qualified Broker, if applicable. Based on the aforesaid determination, Landlord and Tenant shall promptly thereafter execute the Renewal Rent Memorandum establishing the Fair Market Rental, which Fair Market Rental shall be binding upon the parties for the Third Extension Period.

6. **No Other Options.** Should the Lease (including any exhibits or riders thereto) provide Tenant renewal or expansion options or rights, other than as specifically provided in this Second Amendment, such options or rights shall be of no further force or effect.

7. **Brokers.** Landlord and Tenant each hereby represent and warrant that, in connection herewith, each did not retain, consult or deal with any broker or real estate agent, salesperson or finder in connection with this Second Amendment other than Meany & Oliver Companies, Inc. ("Landlord's Agent"). Landlord shall pay Landlord's Agent a commission, if any such commission is due, pursuant to a separate agreement between Landlord's Agent and Landlord. Landlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Landlord harmless, from and against any claim or claims for broker or other commission arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.

8. **Recitals, Tenant Certifications and Defined Terms.** The recitals set forth in the preamble are hereby incorporated in and made a part of this Second Amendment. Capitalized terms used herein that are defined in the Lease and not defined herein shall have the meaning assigned to them in the Lease. To Tenant's actual knowledge, Landlord is not in default under the Lease as of the date hereof and Tenant is unaware of any condition or circumstance which, but for the passage of time or delivery of notice, or both, would constitute an event of default by Landlord under the Lease. Tenant has no claims, defenses or set-offs of any kind to the payment or performance of Tenant's obligations under the Lease. Nothing contained herein shall be deemed to waive any sums due from Tenant to Landlord, or any default or event which, with the passage of time or delivery of notice, or both, would constitute a default by Tenant under the Lease as of the date hereof.

9. **Ratification.** Except as otherwise expressly modified by the terms of this Second Amendment, the Lease shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Lease not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of Landlord and Tenant enforceable according to the terms thereof.

10. **Counterparts.** This Second Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same

Second Amendment.

11. **Binding Effect.** This Second Amendment shall not be effective and binding unless and until fully executed and delivered by each of the parties hereto. All of the covenants contained in this Second Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, and permitted successors and assigns.

[signature page follows]

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Second Amendment as of the day and year first above written.

WITNESS:

LANDLORD:

**SIP/CREF 6849 OLD DOMINION, LLC,**  
a Delaware limited liability company

By: SIP 6849 Old Dominion, LLC, its Manager

By:

Name: John H. Stewart

Title: Manager

WITNESS:

TENANT:

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

By:

Name: Merritt Green

Title: Owner/Principal