

THIRD AMENDMENT TO DEED OF LEASE

THIS THIRD AMENDMENT TO DEED OF LEASE ("Third Amendment") is made as of the day of 28th February 2020 ("Effective Date"), by and among SIP/CREF 6849 OLD DOMINION LLC, a Delaware limited liability company ("Landlord"), successor to JBG/OLD DOMINION OFFICE, L.L.C., and LANGE, KIM & DOWELL, LLP, a District of Columbia limited liability partnership ("Tenant") formerly known as Lange, Thomas & Associates LLP and Lange, Thomas & McMullen LLP.

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Deed of Lease dated June 7, 2011, as amended by that certain First Amendment to Deed of Lease dated April 14, 2016, and as amended by that certain Second Amendment to Deed of Lease dated March 13, 2019 (collectively referred to as the "Existing Lease"), whereby Tenant leased approximately 2,488 rentable square feet of space (the "Existing Premises") known as Suite 225, 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, Landlord and Tenant desire to relocate Tenant within the Building on the terms set forth herein and as further set forth below.

WHEREAS, the lease term expires on February 29, 2020 and Landlord and Tenant wish to extend the Term of the Lease, upon the terms and conditions set forth in this Third Amendment, 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, Landlord and Tenant do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used in this Third Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. Relocation Premises.

A. Subject to the terms and conditions set forth in this Third Amendment, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the remainder of the Term of the Lease, as extended by the Extended Expiration Date (as defined below), approximately one thousand eighty-eight (1,088) rentable square feet of office space located on the second (2nd) floor of the Building (the "Relocation Premises"). The Relocation Premises is outlined on the floor plan attached hereto and made a part hereof as Exhibit A.

B. The term "Premises" as used in the Lease shall mean: (a) prior to the Relocation Premises Commencement Date (hereinafter defined), the Existing Premises only; and (b) from and the Relocation Premises Commencement Date, the Relocation Premises only. The Relocation Premises will be identified as "Suite 225."

3. Extension of Term of the Lease. The Term of the Lease is hereby extended for a period of three (3) years commencing on March 1, 2020 and shall expire at 11:59 p.m. on that date that is thirty-six (36) full calendar months after the Relocation Premises Commencement Date (the "Extended Expiration Date"), unless earlier terminated pursuant to Section 9 of this Third Amendment or pursuant to law.

4. Relocation Premises Commencement Date. The "Relocation Premises Commencement Date" or "RPCD" shall be that date that Landlord Substantially Completes (as defined in Exhibit B) the Relocation Premises Landlord's Work (as defined in Exhibit B) and delivers possession of the Relocation Premises to Tenant. "Relocation Premises Lease Year" or "RPLY" means (a) each twelve (12) month period commencing on the Relocation Premises Commencement Date, except that if the Relocation Premises Commencement Date does not occur on the first day of a calendar month, the first Relocation Premises Lease Year shall commence on the Relocation Premises Commencement Date and terminate on the last day of the twelfth (12th) full calendar month thereafter, and (b) each successive period of twelve (12) calendar months thereafter during the Relocation Premises Term, provided that the last Relocation Premises Lease Year shall expire on the Extended Expiration Date. From and after the Relocation Premises Commencement Date, references to "Lease Year" herein and in the Existing Lease shall mean Relocation Premises Lease Year.

5. Monthly Base Rent.

A. From and after the Effective Date, Tenant shall continue to pay the Monthly Base Rent installment for the Existing Premises pursuant to the Existing Lease through February 29, 2020.

B. Commencing on March 1, 2020 and continuing through the Extended Expiration Date on the first day of each and every calendar month during the Term of the Lease Tenant shall pay the following amounts as Monthly Base Rent, in equal monthly installments, in advance, without notice, demand, set-off, or deduction, in the manner and in accordance with the terms and conditions of Section 4 of the Existing Lease, in the following amounts:

<u>Time Period</u>	<u>Base Rent Per Annum</u>	<u>Monthly Base Rent</u>
3.1.20-day immediately preceding the RPCD	\$42,432.00	\$3,536.00
RPLY 1	\$42,432.00	\$3,536.00
RPLY 2	\$43,704.96	\$3,642.08
RPLY 3	\$45,016.08	\$3,751.34

6. Additional Rent. From the Effective Date through and including February 29, 2020, Tenant shall continue to pay all Additional Rent (including, without limitation, Increased Operating Expenses and Increased Real Estate Taxes) and all other sums due and payable by Tenant under the Existing Lease, in accordance with the terms and conditions of the Existing Lease. Commencing on March 1, 2020 Tenant shall continue to pay all Additional Rent (including, without limitation, Increased Operating Expenses and Increased Real Estate Taxes) and all other sums due and payable by Tenant under the Existing Lease as amendment by this Third Amendment, in accordance with the terms and conditions of the Existing Lease, but effective March 1, 2020 the term "Pro Rata Share of Operating Expenses" and Pro Rata Share of Real Estate Taxes" shall mean 1.6 % subject to adjustment as set forth in the Existing Lease and the Base Year for Operating Expenses and Real Estate Taxes shall be 2020.

7. Parking. Commencing on the Relocation Premises Commencement Date, Section 1Q of the Existing Lease is hereby modified to provide for three (3) Parking Permits, one (1) of such Parking Permits may be, at Tenant's election, a reserved parking space at a cost of \$100.00 per month.

8. Security Deposit. Landlord is currently holding a Security Deposit in the amount of Six Thousand Three Hundred Twenty-Three and 67/100 (\$6,323.67), which amount shall be the Security Deposit under the Lease.

9. Tenant's Special Cancel Right. Notwithstanding the foregoing, provided it is not then in Default after notice and expiration of the applicable cure period, Tenant, shall have a right to accelerate the Extended Expiration Date to the date that the last day of the Relocation Premises Lease Year 2 (the "Relocation Premises Early Termination Date") by providing Landlord with one hundred eighty (180) days advance written notice of such election (the "Vacate Notice") and paying Landlord a termination fee in the amount of Three Thousand Six Hundred Forty-Two and 08/100 (\$3,642.08) ("Lease Termination Fee"), which Lease Termination Fee shall be due and payable with the Tenant's delivery to Landlord of the Vacate Notice as required hereunder and any failure to timely pay the Lease Termination Fee shall at Landlord's option render Tenant's Vacate Notice null and void ab initio. The payment of the Lease Termination Fee shall be in addition to, and not in lieu of, the rental payments due through the Relocation Premises Early Termination Date. If Tenant properly exercises the Special Cancel Right, then Tenant agrees to and shall surrender to Landlord sole and exclusive possession of the entire Relocation Premises by the Relocation Premises Early Termination Date, in the physical condition required in this Lease for surrender of possession and free of occupants and subleases, broom clean and with all of Tenant's personal property removed therefrom, and in good condition, ordinary wear and tear and damage by fire or other insured casualty excepted (collectively, the "Early Vacate Condition"). Time is of the essence of all of Tenant's obligations under this Section 9.

Tenant's exercise of the Special Cancel Right shall not be revocable by Tenant. Any failure of Tenant to vacate and surrender sole and exclusive possession of the Relocation Premises by the Relocation Premises Early Termination Date shall constitute a wrongful holdover by Tenant at the Relocation Premises and Landlord shall be entitled to all rights and remedies resulting therefrom

10. Assignments and Subletting. Section 23.D(1) of the Existing Lease is hereby deleted and replaced as follows. "(1) In the event Landlord permits Tenant to assign or sublet all or a portion of the Premises to a third party, then fifty percent (50%) any sums that are paid by such third party for the right to occupy the Premises, in excess of the Rent then in effect shall be paid by Tenant to Landlord on a monthly basis as Additional Rent."

11. Partial Termination of Lease; Surrender of Existing Premises. Subject to the other terms and provisions set forth herein, the Existing Lease with respect to the Existing Premises only shall terminate as of 11:59 p.m. on the fourteenth calendar day (two weeks) following the Relocation Premises Commencement Date (the "Existing Premises Termination Date"). Before 11:59 p.m. on the Existing Premises Termination Date, Tenant shall vacate and surrender to Landlord possession of the Existing Premises in accordance with the terms and provisions of the Existing Lease. Provided that Tenant timely vacates and surrenders possession of the Existing Premises as provided herein, then (i) Base Rent for the Existing Premises shall abate for the two (2) business days following the Relocation Premises Commencement Date; and (ii) Landlord and Tenant shall each be released from any and all obligations under the Lease with respect to the Existing Premises that accrue after the Existing Premises Termination Date, subject, however to any Additional Rent reconciliations and any obligations that are expressly stated to survive the expiration or earlier termination of the Existing Lease. Tenant hereby acknowledges and agrees that Tenant shall continue to be responsible for the performance of all obligations accruing up to and including the Existing Premises Termination Date, in accordance with the terms of the Existing Lease.

Should Tenant fail to vacate the Existing Premises before 11:59 p.m. on the Existing Premises Termination Date, Tenant shall be deemed a holdover tenant in the Existing Premises and subject to the terms of Section 21 of the Existing Lease with respect to the Existing Premises.

12. Brokers. Landlord's Broker is Avison Young and Tenant's Broker is Tartan Properties. (collectively, "Broker(s)"). Landlord and Tenant respectively represent and warrant to each other that neither party has consulted or negotiated with any broker or finder with regard to this Second Amendment except the Broker(s) outlined in this Section 12. Landlord and Tenant will indemnify the other against and hold the other harmless from any claims for fees or commissions from anyone with whom either party has consulted or negotiated with regard to this Second Amendment Premises except the Broker(s) named herein.


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

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

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Third Amendment to Deed of Lease as of the day and year first hereinabove 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:

LANGE, KIM & DOWELL, LLP,
a District of Columbia limited liability partnership

By: _____

Name: _____

Its: _____

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

WITNESS:

LANDLORD:

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

By: SIP 6849 Old Dominion, LLC, its Manager

By: _____

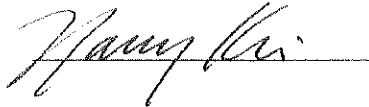
Name: John H. Stewart

Title: Manager

WITNESS:

TENANT:

LANGE, KIM & DOWELL, LLP,
a District of Columbia limited liability partnership



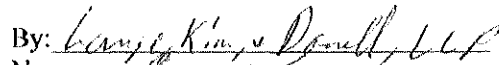
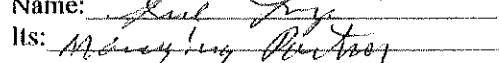

By: 
Name: 
Its: 

EXHIBIT A

RELOCATION PREMISES

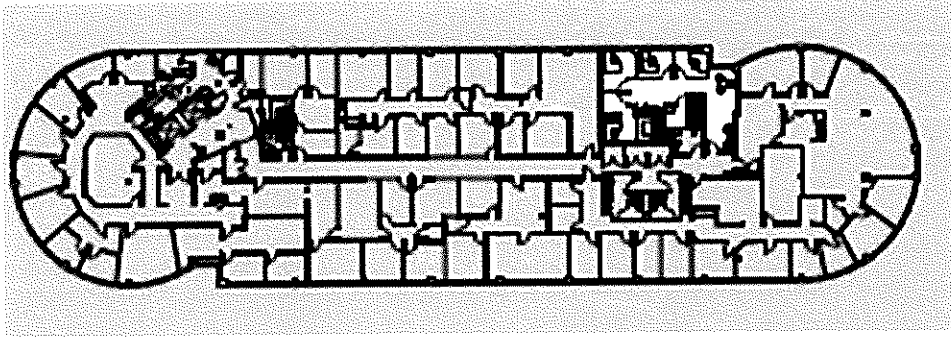


EXHIBIT B

WORK AGREEMENT

1. General. The purpose of this Work Agreement is to set forth how the initial improvements to the Relocation Premises (the "Relocation Premises Landlord Work") are to be constructed, who will do the construction of the Relocation Premises Landlord Work, who will pay for the construction of the Relocation Premises Landlord Work, and the time schedule for completion of the construction of the Relocation Premises Landlord Work. Except as defined in this Work Agreement to the contrary, all terms utilized in this Work Agreement shall have the same meaning as the defined terms in the Lease. The terms, conditions and requirements of the Lease, except where clearly inconsistent or inapplicable to this Work Agreement, are incorporated into this Work Agreement. Except for the Relocation Premises Landlord Work to be constructed pursuant to this Work Agreement, Tenant accepts the Relocation Premises in its "as is" condition and acknowledges that it has had an opportunity to inspect the Relocation Premises prior to signing the Third Amendment.

2. Plans and Construction Schedule and Procedures. The parties hereby agree to the space plans for the Relocation Premises Landlord Work attached to this Work Agreement attached hereto as Schedule 1 (the "Space Plans"). The Space Plans shall be utilized by the Architect (as hereafter defined) in its preparation of the Proposed Plans and Final Plans (as hereafter defined) for the Relocation Premises Landlord Work. Landlord shall arrange for the preparation of the Proposed Plans and Final Plans and the construction of the Relocation Premises Landlord Work in accordance with the following schedule:

A. Landlord's architect (the "Architect") shall cause to be prepared and delivered to Landlord, for Landlord's and Tenant's approval, the following proposed drawings which drawings shall be in substantially final form and in sufficient detail (the "Proposed Plans") for the Relocation Premises Landlord Work Tenant desires to have completed in the Relocation Premises.

B. The Proposed Plans and all necessary drawings shall be prepared by the Architect (and engineers, as necessary, chosen by Landlord), each at Landlord's sole cost and expense.

C. Tenant shall, within five (5) business days after receipt of the Proposed Plans, advise Landlord of any reasonable changes which Tenant requests in order to conform the Proposed Plans to the Space Plans. If Tenant reasonably disapproves of the Proposed Plans as being inconsistent with the Space Plans, specifying in reasonable detail its reasons therefor, Landlord shall cause Architect to revise the Proposed Plans as disapproved by Tenant and resubmit the revised Proposed Plans to Tenant. Tenant shall, within three (3) business days after receipt of Architect's revised Proposed Plans, advise Landlord of any additional reasonable changes which Tenant requests in order to conform the Proposed Plans to the Space Plans. If Tenant disapproves the revised Proposed Plans specifying the reason therefor, Landlord shall, to the extent such proposed changes are reasonable, within ten (10) business days of receipt of Tenant's required changes, cause Architect to revise the Proposed Plans and resubmit them to Tenant. Tenant shall, again within three (3) business days after receipt of Architect's revised Proposed Plans, advise Landlord of further changes, if any, required for Tenant's approval. This process shall continue until Tenant has approved the revised Proposed Plans. Notwithstanding anything to the contrary contained in the immediately preceding sentence, in no event shall Landlord be required to cause more than two (2) revisions to the Proposed Plans. "Final Plans" shall mean the Proposed Plans, as revised, which have been approved by Landlord and Tenant in writing. Tenant agrees not to withhold or deny its approval unreasonably.

D. Landlord shall not be required to perform, and Tenant shall not request, work which would (i) require changes to structural components of the Building or the exterior design of the Building, (ii) require any material modification to the Building systems or other Building installations

outside the Relocation Premises, (iii) not comply with all applicable legal requirements, or (iv) be incompatible with either the certificate of occupancy issued for the Building or the Building's status as a first-class office building. Any changes required by any governmental authority affecting the construction of the Relocation Premises shall be deemed automatically accepted and approved by Tenant. Landlord shall give notice to Tenant of any change in the Proposed Plans required by any governmental authority promptly after Landlord receives notice thereof.

E. As soon as reasonably possible following Landlord's and Tenant's approval of the Final Plans, Landlord shall instruct Landlord's contractor (the "Contractor") to build the Relocation Premises Landlord Work indicated on the Final Plans as soon thereafter as reasonably possible, consistent with industry custom and procedure.

3. Payment.

A. Landlord shall pay the cost of the Relocation Premises Landlord Work, including (without limitation): labor related to the Relocation Premises Landlord Work, materials delivered to the Relocation Premises in connection with the Relocation Premises Landlord Work, demising costs, demolition costs, the cost of the construction contract, and building permit costs as well as to pay "soft costs"; consisting of architectural, design, mechanical, consulting and engineering fees ("Construction Costs").

4. No Entry by Tenant and Its Agents; Designation of Tenant's Construction Agent. Neither Tenant nor its agents, employees, invitees or independent contractors shall enter those portions of the Relocation Premises in which the Relocation Premises Landlord Work are being constructed. Tenant hereby designates Gene Lange as its authorized agent ("Tenant's Construction Agent") for the purpose of consulting with Landlord as to any and all aspects of the Relocation Premises Landlord Work. If Tenant shall enter upon the Relocation Premises prior to the completion of the Relocation Premises Landlord Work, Tenant shall indemnify and save Landlord harmless from and against any and all losses arising from or claimed to arise as a result of (i) any act, neglect or failure to act of Tenant or anyone entering the Relocation Premises with Tenant's permission, or (ii) any other reason whatsoever arising out of Tenant's entry upon the Relocation Premises.

5. Substantial Completion. The term "Substantial Completion" means that Landlord has substantially completed the Relocation Premises Landlord Work and other work it is obligated to perform pursuant to this Work Agreement, and that this work shall be deemed complete, notwithstanding the fact that minor details of construction, mechanical adjustments or decoration which do not materially interfere with Tenant's use of the Relocation Premises remain to be performed (items normally referred to as "punch-list" items). The Relocation Premises shall be deemed Substantially Complete even though Tenant's cabling, furniture, furniture systems, telephones, telexes, telecopiers, photocopy machines, computers and other business machines or equipment have not been installed, the purchase and installation of which shall be Tenant's sole responsibility.

Schedule I

