

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "Third Amendment") is made this 1st day of February, 2019 ("Effective Date") 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 and by that certain Second Amendment to Lease ("Second Amendment") dated January 24, 2018 (collectively, the "Original 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 "Existing Premises") on the second (2nd) floor of the building located at 6849 Old Dominion Drive, McLean, Virginia (the "Building"), as more particularly described in the Lease.

B. Landlord and Tenant have agreed to expand the Premises to include that certain space adjacent to the Premises containing approximately one thousand one hundred and ten (1,110) square feet of space as shown on the attached Exhibit A ("Expansion Premises").

C. The Term of the Lease presently expires on February 28, 2021, and Landlord and Tenant have agreed to extend the Term of the Lease through February 28, 2024 ("New Expiration Date").

D. The parties hereto desire to modify the Lease to reflect, among other things, the extension of the Term and expansion of the Premises.

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

1. **Term.** The Term of the Lease is extended until the New Expiration Date.
2. **Delivery; Expansion Premises Tenant Improvements.** Landlord shall deliver to the Expansion Premises to Tenant in its "As-Is" condition ("Expansion Premises Lease Commencement Date"). Improvements in the New Premises (as defined below) shall be performed by Tenant in accordance with the terms and provisions of Exhibit B hereto.
3. **Expansion Premises.** Commencing on the Expansion Premises Lease Commencement Date continuing for the balance of the Term through the New Expiration Date, Landlord does hereby grant, demise and lease unto Tenant, and Tenant hereby accepts and leases from Landlord, the Expansion Premises upon the terms and conditions hereinafter set forth. Accordingly, from and after the Expansion Premises Lease Commencement Date the space that is subject to the Lease as well as all references within the Lease to the "Premises" shall include both



the Existing Premises and the Expansion Premises (collectively, "New Premises"); and (ii) the New Premises will be deemed to contain 3,741 rentable square feet.

4. **Base Rent.** (a) Tenant shall continue paying Base Rent for the Existing Premises pursuant to the terms of the Second Amendment through February 28, 2021. Commencing on March 1, 2021, Tenant will pay Base Rent as follows for the Existing Premises through New Expiration Date as follows:

<u>Date</u>	<u>Annual Base Rent</u>	<u>Monthly Installment</u>
3-1-21 through 1-31-22	\$93,436.36	\$7,786.36
2-1-22 through 1-31-23	\$96,242.04	\$8,020.17
2-1-23 through 1-31-24	\$99,136.08	\$8,261.34
2-1-24 through 2-29-24	\$102,109.08	\$8,509.09

(b) Commencing on the earlier of the date (i) Tenant commences beneficial use and occupancy of the Expansion Premises, and (ii) one hundred twenty (120) days after the Expansion Premises Lease Commencement Date ("Expansion Premises Rent Commencement Date" or "EPRCD") Tenant will pay Base Rent as follows for the Expansion Premises as follows through the New Expiration Date as follows:

<u>Date</u>	<u>Annual Base Rent</u>	<u>Monthly Installment</u>
EPRCD through 2-29-20	\$37,740.00	\$3,145.00
3-1-20 through 2-28-21	\$38,872.20	\$3,239.35
3-1-21 through 2-28-22	\$40,037.76	\$3,336.48
3-1-22 through 2-28-23	\$41,236.56	\$3,436.38
3-1-23 through 2-29-24	\$42,468.60	\$3,539.05

5. **Operating Expenses and Real Estate Taxes.**

A. For all periods prior to the Expansion Premises Rent Commencement Date, 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 Original Lease in effect immediately preceding this Third Amendment.

B. Commencing on the Expansion Premises Rent Commencement Date and continuing for the remainder of the Term through the New Expiration Date, 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, except that Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses shall be 5.6653%.

C. Operating Expenses Base Year and the Real Estate Tax Expenses Base Year shall remain calendar year 2018 through the remainder of the Term through the New Expiration Date.

6. **Option to Renew.** Tenant's option to renew the Term beyond the New Expiration

Date pursuant to the terms of Paragraph 5 of the Second Amendment to the Original Lease is null and void and of no further force and effect.

7. **Parking.** Section 1.Q and the first sentence of Section 34 of the Original Lease are deleted in their entirety and the remainder of Section 34 of the Original Lease is hereby supplemented as follows:

A. During the Lease Term, Landlord agrees to make available to Tenant and its employees nine (9) monthly unreserved parking permits (calculated at the ratio of three (3) permits for each one thousand (1,000) square feet of rentable square feet of Premises leased by Tenant) (each a "Permit" and collectively, the "Permits") for the parking of standard-sized passenger automobiles in the parking area of the Building (the "parking lot") on a non-exclusive, unassigned, first-come, first-served basis, at no charge to Tenant. Except as expressly provided herein, no specific parking spaces will be allocated for use by Tenant or any other parking lot users unless Landlord determines in its sole discretion that some or all parking spaces shall be reserved parking spaces. Tenant shall also have the right to two (2) reserved parking spaces for a fee of One Hundred Dollars (\$100.00) per reserved parking space per month ("Reserved Parking Monthly Fee"), the location of which reserved spaces in the parking lot shall be determined by Landlord and Tenant. Landlord hereby reserves the right from time to time to designate any portion of the parking lot to be used exclusively by visitors and patrons to the Building or other tenants provide that Tenant's rights under this Section are not impaired. The reserved Permit parking fee shall be paid as Additional Rent, or if directed by Landlord, pursuant to a separate agreement. The foregoing notwithstanding, the first six (6) full calendar months of the Reserved Parking Monthly Fee for each of Tenant's 2 reserved parking spaces shall be abated.

B. Tenant agrees that it and its employees shall observe reasonable safety precautions in the use of the parking lot and shall at all times abide by all reasonable rules and regulations promulgated by Landlord and the parking lot operator governing its use. In addition, Landlord's and Tenant's use of the parking lot shall be subject to all applicable laws and regulations.

C. Tenant agrees that, except for negligence or willful misconduct, the Landlord does not assume any responsibility for, and shall not be held liable for, the performance by the parking lot operator of any agreement between Tenant and such operator (if any), any damage or loss to any automobiles parked in the parking lot or to any personal property located therein, or for any injury sustained by any person in or about the parking lot.

8. **Brokers.** Landlord and Tenant each hereby represent and warrant to the other that they have negotiated directly with each other in connection with this Third Amendment and that neither party has dealt with any broker or agent in connection with this Third Amendment except Avison Young. Landlord and Tenant shall each hold the other harmless from and against any and all liability, loss, damage, expense, claim, action, demand, suit or obligation arising out of or relating to a breach by Landlord or Tenant, respectively, of its representation or in connection with any claim by any other brokers for any commission in connection with this Third Amendment. The provisions of this Section shall survive the termination of the Lease.

9. **Binding Effect.** All of the covenants of the Lease, as hereby amended, shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal representatives, and permitted successors and assigns. Submission of this Third Amendment by Landlord for execution by Tenant shall not constitute an offer from Landlord. Consequently, neither party hereto shall be bound under this Third Amendment unless and until this Third Amendment has been executed by both parties.

10. **Recitals, Tenant Certifications and Defined Terms.** The recitals set forth in the preamble are hereby incorporated in and made a part of this Third Amendment. Capitalized terms used herein that are defined in the Original Lease and not defined herein shall have the meaning assigned to them in the Original Lease. The Original Lease as amended by this by the Third Amendment shall be referred to herein as the "**Lease.**" Tenant certifies to Landlord that the Lease is in full force and effect, that Tenant is not aware of any default or breach of any of Landlord's obligations under the Lease, and that Tenant is unaware of any condition or circumstance which, but for the passage of time or delivery of notice, would constitute a default under the Lease.

11. **Ratification.** All terms, covenants and conditions of the Lease, as heretofore amended, not herein expressly modified are hereby confirmed and ratified and remain in full force and effect.


12. **Authority.** The person executing this Third Amendment on behalf of Tenant hereby covenants and warrants that Tenant has full right and authority to enter into this Third Amendment and that the person signing on behalf of Tenant is authorized to do so.

13. **Entire Agreement.** This Third Amendment, together with its exhibits, contains all agreements of the parties to this Third Amendment and supersedes any previous negotiations as to this Third Amendment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Third 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: 

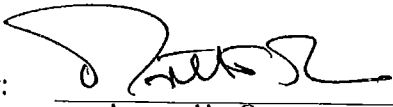
Name: John H. Stewart
Title: Manager

WITNESS:



TENANT:

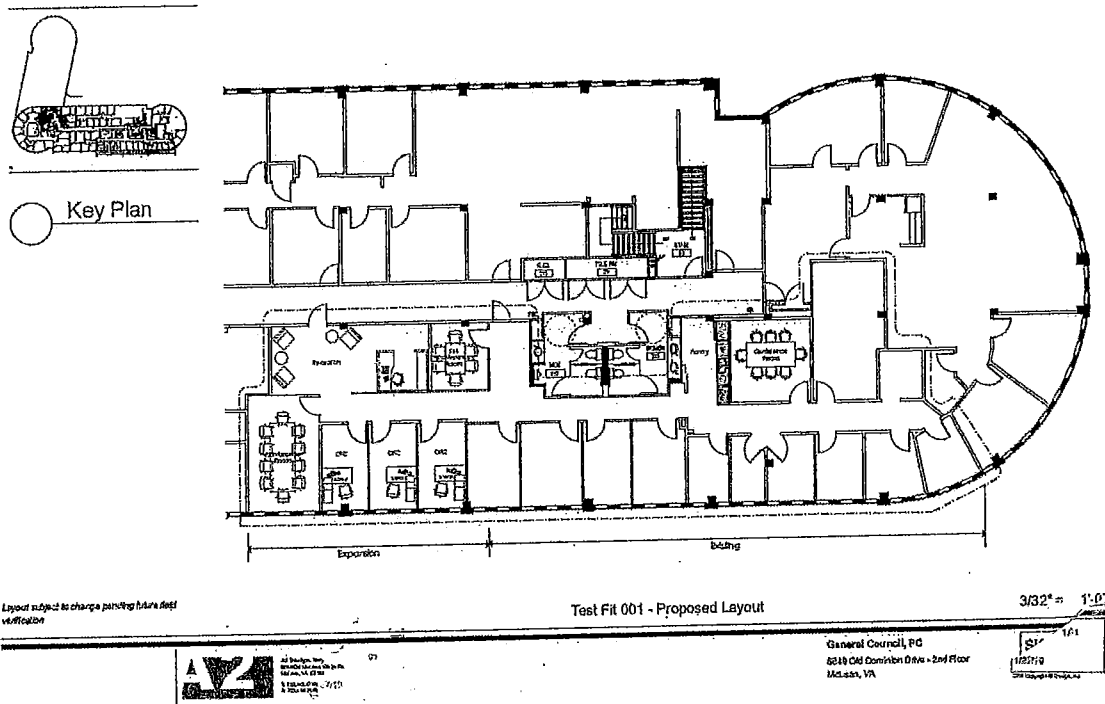
GENERAL COUNSEL, P.C.,
a Virginia professional corporation

By: 

Name: Merritt H. Green
Title: President/Owner

EXHIBIT A

EXPANSION PREMISES



576

EXHIBIT B

New Premises Work Agreement

A. Plans.

1. This Work Letter shall set forth the obligations of Landlord and Tenant with respect to the preparation of the New Premises for Tenant's occupancy. All improvements to the New Premises shall be constructed by Tenant (the "Tenant Work") at Tenant's sole cost and expense, subject to the application of the Allowance (as defined below) in accordance with plans and specifications (the "Tenant Plans") which shall be approved by Landlord in writing and shall include as agreed to by the parties, each agreeing to be commercially reasonable, without limitation the following:

- (i) total construction budget (including hard and soft costs),
- (ii) commercially reasonable, industry standard final schematic floor plan and equipment floor plan, together with related information for mechanical, electrical and plumbing design work, showing partition arrangement and reflected ceiling plans (three (3) sets), including without limitation the following information as reasonably required by Landlord and Tenant: (a) Floor Plan at minimum 1/4" = 1'0" scale; (b) Elevations; (c) Identification of all materials to be used in the construction of the Premises; (d) Identification and location of any items which would exceed 100 lbs. per sq. ft. loading (i.e. deposit safes and mechanical equipment); (e) Reflected ceiling plan;

(iii) as built plans in CAD format, plus three (3) reproducible sets, and

- (iv) Final architectural detail and working drawings, finish schedules and related plans (three (3) reproducible sets) including without limitation the following information and/or meeting the following conditions: (a) materials, colors and designs of wall coverings, floor coverings and window coverings and finishes; (b) paintings and decorative treatment required to complete all construction; (c) complete, finished, detailed mechanical, electrical, plumbing and structural plans and specifications for the Tenant Improvements, including but not limited to the fire and life safety systems and all work necessary to connect any special or non-standard facilities to the Building's base mechanical systems; (d) all final drawings and blueprints must be drawn to an appropriate scale as determined by the Landlord.

2. Landlord shall not be required to perform any work in connection with this Third Amendment.

3. Intentionally Deleted.

4. Tenant shall engage a third-party construction manager in regards to the performance of the Tenant Work ("Third-Party Construction Manager"). Tenant hereby designates and Landlord approves K3 Construction Group, Inc. as its Third-Party Construction Manager.

5. Notwithstanding anything to the contrary set forth herein, or in the Lease, Tenant shall not perform or request approval for any work which would: (1) require changes to structural components of the Building or the exterior design of the Building; (2) require any material modification to the Building's mechanical, electrical or plumbing systems or installations outside the Premises; (3) not comply with all applicable laws, rules, regulations and requirements of any governmental department having jurisdiction over the construction of the Building and/or the Premises, including specifically but without limitation the Americans with Disabilities Act; (4) be incompatible with the building plans filed with the appropriate governmental agency from which a building permit is obtained for the construction of the Tenant Work or with the occupancy of the Building as a professional office building; or (5) delay the completion of the New Premises or any part thereof. Tenant shall not oppose or delay changes required by any governmental agency affecting the construction of the Tenant Work in the New Premises.

6. Landlord agrees to provide to Tenant an allowance with respect to the actual construction costs (materials and labor) and design costs of Tenant Work (all such total costs hereinafter collectively referred to as "Tenant Improvement Costs") for the construction of improvements upon the Premises in an amount not to exceed Seventy-Four Thousand Eight Hundred Twenty Dollars (\$74,820.00) (the "Allowance"). Landlord shall pay the Allowance to Tenant as progress payments within forty-five (45) days after request from Tenant, not to be made more than once every thirty (30) days, and Landlord's receipt of (i) receipt of evidence of payment for its Tenant Improvement Costs, including paid invoices, (ii) Tenant's sworn statements and applications for payment; (iii) sworn statements and recordable lien waivers from all of Tenant's contractors; (iv) confirmation that the Tenant Work has been completed in accordance with the Tenant Plans; and (v) such other documents and instruments as Landlord may reasonably require, all in form and substance reasonably satisfactory to Landlord. Any improvement or work done or authorized by Tenant or performed to Tenant's account, shall be promptly paid by Tenant. Failure to do so shall be deemed an event of default under the Lease. All work referenced in this Work Agreement exhibit shall be deemed to be Alterations for purposes of this Lease and all terms and conditions contained the Alterations section of this lease shall also apply to this Work Agreement.

To the extent that any of the Allowance remains after payment of Tenant Improvement Costs Tenant will not be entitled to any payment or credit on account of the excess, except that Tenant may apply up to twenty percent (20%) of the Allowance to costs incurred for purchasing and installing in the New Premises Tenant's furniture, fixtures and equipment and/or the payment of Base Rent. Tenant shall forfeit the entire Allowance in the event that Tenant has not completed the Tenant Work and submitted to Landlord, within one hundred eighty (180) days following the date of this Third Amendment (time being of the essence),

B. Construction.

1. **Selection of General Contractor.** K3 Construction Group, Inc. will undertake construction of the Tenant Work on behalf of Tenant.

2. **Construction By Contractor.** In undertaking the Tenant Work, the Contractor shall comply with the following conditions:

a. No work involving or affecting the Building's structure or the plumbing, mechanical, electrical or life/safety systems of the Building shall be undertaken without (i) the prior written approval of Landlord, in its sole discretion, (ii) the supervision of Landlord's building engineer, the actual cost of which supervision shall be borne by Tenant; (iii) compliance by Tenant and the Contractor with the insurance requirements set forth below; and (iv) compliance by Tenant and the Contractor with all of the terms and provisions of this Work Agreement;

b. All Tenant Work shall be done in strict conformity with (i) the final approved Tenant's Plan; (ii) all applicable codes and regulations of governmental authorities having jurisdiction over the Building and the Premises; (iii) valid building permits and other authorizations from appropriate governmental agencies. Any work not acceptable to the appropriate governmental agencies or not reasonably satisfactory to Landlord shall be promptly replaced at Tenant's expense. Notwithstanding any failure by Landlord to object to any such work, Landlord shall have no responsibility therefore; and

3. Insurance Requirements.

a. The Contractor shall not commence the Tenant Work until it has obtained all the insurance required hereunder from insurance companies which are licensed to do business in the jurisdiction in which the Building is located and have been approved by Landlord, nor shall the Contractor allow any subcontractor to commence any portion of the Tenant Work until all insurance required of the subcontractor has been so obtained and approved. The Contractor and each subcontractor shall maintain all insurance required under this subparagraph until final acceptance of the Tenant Work. The following are the minimum insurance coverages:

(1) **Worker's Compensation and Employer's Liability Insurance:**

Worker's Compensation - Statutory amounts and coverage as required by laws of the place where the Building is located.

Employer's Liability - \$500,000.00 per occurrence or statutory amounts whichever is higher.

(2) **Commercial General Liability Insurance.**

Public Liability: Including Premises/Operations, Elevator, Products, Completed Operations, Contractual Coverage, Independent Contractor's Liability, Broad Form Property Damage and Personal Injury with policy naming Tenant as additionally insured. Two Million Dollars (\$2,000,000.00) aggregate.

Bodily and Personal Injury Liability and Property Damage Liability: Including XCU (Explosion, Collapse and Underground Damage). Two Million Dollars (\$2,000,000.00) aggregate

(3) **Comprehensive Automobile Liability Insurance:** Including owned, non-owned, and hired vehicles. One Million Dollars (\$1,000,000.00) combined single limit.

b. True copies of all policies specified shall be made available to the Landlord for inspection upon the Landlord's request. Certificates of insurance shall be filed with the Landlord and Tenant. Any certificate filed with the Landlord or Tenant which shall be found to be incomplete or not according to form, will be returned as unsatisfactory. Rejected certificates of insurance shall be corrected as necessary and resubmitted until approved.

c. Each insurance policy shall contain an endorsement stating that the insurance company will not, prior to the completion of the Tenant Work or any policy expiration date shown on the policy and certificate, whichever occurs first, terminate the policy or change any coverage therein without first mailing to the Landlord and Tenant, by registered mail, written notice of such action at least thirty (30) days prior to the termination indicated.

d. Contractor shall agree and will require each subcontractor to agree to assist in every manner possible in the reporting and investigation of any accident, and upon request, to cooperate with all interested insurance carriers in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit.

e. Failure to secure the insurance coverages, or failure to comply fully with any of the insurance provisions of this Work Agreement, or failure to secure such endorsements on policies as may be necessary to carry out the terms and provisions of the construction contract, shall in no way act to relieve Contractor from obligations of the construction contract.

f. The Commercial General Liability policy shall name Landlord and Mortgagee, if any, as an additional insured.

g. Depending on the scope of work to be performed at the New Premises, Landlord shall have the right to require increased limits or broader coverages as Landlord reasonably deems appropriate.

4. **Permits and Licenses.** Tenant shall procure, at Tenant's sole cost and expense, subject to the application of the Allowance, all permits and licenses deemed necessary for Tenant to undertake the Tenant Work and, upon completion of the Tenant Work, to occupy the Premises.

5. **Inspection.** Landlord is authorized to make such inspections of the Premises during construction as it deems necessary or advisable.

6. **Indemnification.** Tenant shall indemnify Landlord and hold it harmless from and against all claims, injury, damage or loss (including attorneys' fees) sustained by Landlord as a result of the negligence of Tenant and its agents and the Contractor of the Tenant Work in the New Premises.

7. **Tenant's Agent.** Tenant designates Merritt Green, an individual from Tenant's office, to act as Tenant's agent for purposes of making all required design and cost decisions relating to the Premises and to authorize and execute any and all documents, the Commencement Date Certificate, and all work letters or other writings and changes thereto needed to effect this Work Agreement, and any and all changes, additions or deletions to the work contemplated herein, and Landlord shall have the right to rely on any documents executed by such authorized party.

8. Special Requirements Regarding Mechanical, Engineering and Plumbing ("MEP") Contractors:

Upon Tenant's request or if commercially reasonable, the Landlord's architect and MEP engineer shall be designated by Landlord from time to time and will be available to assist Tenant with the design of improvements and infrastructure within the Premises and to provide guidance regarding the Building, all at Tenant's expense (or subject to the Allowance described above). In the event MEP plans are required, all such plans shall be drafted, produced and coordinated by Landlord's MEP engineer at Tenant's expense (or subject to the Allowance described above).

