

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT NO. 2  TO LEASE NO. GS-11B-12583
ADDRESS OF PREMISES 2401 EISENHOWER AVENUE ALEXANDRIA, VA 22314	PDN Number:

THIS AMENDMENT is made and entered into between

HOFFMAN BLOCK 8 LLC

whose address is:

2034 Eisenhower Ave., Suite 290  
Alexandria, VA 22314

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to provide certain additional tenant concessions in exchange for specified modifications to the General Clauses.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective UPON EXECUTION as follows:

- A. The Government shall be entitled, at its sole option, to relocate approximately 1,541 ABOA SF of space from the bay located adjacent to the northeast corner of the main building lobby and Grist Mill Pl. to the bay located adjacent to the southeast corner of the main building lobby and Eisenhower Avenue, without any change in the rental rate provided in Paragraph 1.03 of the Lease.
- B. In lieu of providing separate showers and clothes storage lockers as a building-wide amenity, the Lessor shall provide an additional allowance of \$125,000.00 to be applied to the cost to design and construct six (6) showers (three (3) showers per gender) and 90 clothes storage lockers within a portion of the Government's Leased Premises to be identified by the Government during the tenant improvement design process. Such showers and clothes storage lockers shall be for the exclusive use of the Government, including its employees and authorized visitors. Notwithstanding the foregoing, the Lessor shall remain responsible to provide, at its sole cost and expense, 130 on-site bicycle parking spaces for use by building tenants

This Lease Amendment contains 3 pages.

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Hoffman Block 8 LLC

BY: Hoffman Development Inc., its Manager,

BY:

Name: Hubert N. Hoffman III  
Title: President  
Date: December 23, 2013

FOR THE GOVERNMENT:

Signature: [Redacted]  
Name: James J. Phelan  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 1/6/14

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]  
Name: Michael S. Perino  
Title: Executive Vice President  
Date: December 23, 2013

and visitors, in accordance with the applicable provisions of City of Alexandria Development Special Use Permit #2013-0018 and the City of Alexandria's current Bicycle Parking Standards.

- C. The Lessor shall be solely responsible for the costs to design the elements comprising the Warm Lit Shell Credit, as defined in Paragraph 8 of the Agency Special Requirements (Lease Exhibit C), through the completion of the DID phase.
- D. Clause 1 "SUBLETTING AND ASSIGNMENT" of the General Clauses, GSA Form 3517B (Lease Exhibit F), is hereby deleted in its entirety and replaced with the following:

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, at the Lessor's sole discretion.

- E. Prior to exercising a right to abate, withhold or offset rent or to terminate the lease, the Government will provide Lessor and Lessor's mortgagee (the "Mortgagee") with written notice of the default (as long as the Government is provided with the address for notification to such Mortgagee) which notice shall provide Lessor and the Mortgagee with at least a ninety (90) day period in which to cure the default (or, if the time required to cure the default exceeds such ninety (90) day period, the Government will not initiate any rights or remedies and such nonperformance shall not constitute a default so long as the Mortgagee commences the actions necessary to cure the default within the ninety (90) day period and diligently pursues curing the default). Any such additional time to cure the default shall be conditioned upon Lessor's continuing to diligently pursue the cure of the default throughout the period and upon a demonstration by the Lessor or the Mortgagee, as applicable to the reasonable satisfaction of the Contracting Officer through the submission of a detailed schedule and construction management plan (including, if necessary, the use of double shifts, overtime, expedited shipping, and other appropriate acceleration strategies) that the default can be cured within a reasonable period of time. The Government agrees to accept from the Mortgagee, if and to the extent that Mortgagee shall elect (in its sole discretion) to do so, payment and performance of any obligation, and the exercise of any right, of Lessor under the Lease. Notwithstanding the opportunity to cure a default as provided herein, Lessor shall remain liable for any damages that result from its failure to perform its obligations in accordance with the Lease. Notwithstanding the foregoing, Mortgagee shall have no obligation to cure any such default. Notwithstanding anything to the contrary set forth herein, if Lessor fails to provide any maintenance, repair or replacement required under the Lease and such failure presents, in the Government's reasonable discretion, an immediate threat to the life and safety of the occupants of the Leased Premises, the Government may exercise any self-help rights (but not any termination rights) granted to the Government under the Lease prior to giving Mortgagee an opportunity to cure such default, so long as the Government provides reasonable notice to Mortgagee (considering the circumstances) of the default, the immediate threat presented, and the Government's intent to exercise such self-help right, and follows up with written notice as soon as reasonably practicable.

The Government acknowledges receipt of the following address for notification to the Mortgagee:

Wells Fargo Bank Northwest, N.A., as Trustee  
260 North Charles Lindbergh Drive  
MAC: U1240-026  
Salt Lake City, Utah 84116-2812  
Attn: Corporate Trust Services

- F. Clause 13 "FIRE AND CASUALTY DAMAGE" of the General Clauses, GSA Form 3517B (Lease Exhibit F), is hereby deleted in its entirety and replaced with the following:

If the building in which the Premises are located are totally or partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed 365 days from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within 60 days of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the

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Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within 365 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party. This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct.

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