

### THIRD AMENDMENT TO AGREEMENT OF LEASE

This Third Amendment to Agreement of Lease ("Amendment") is effective as of November 1, 2019, by and between DFH Property Holdings LLC, a Virginia limited liability company ("Landlord"), successor in interest to 720 Associates ("original landlord"), and the City of Alexandria, a municipal corporation of Virginia ("Tenant").

WHEREAS, the original landlord and Tenant entered into the Agreement of Lease dated March 23, 1999, as amended by First Amendment dated December 18, 2000, and amended by the Second Amendment dated November 1, 2009 (collectively, the "Lease"), whereby Tenant leases from Landlord the premises situated at 720 North St. Asaph Street, Alexandria, VA ("Premises"), as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to further extend the term of the Lease for a period of four years (4) years, beginning November 1, 2019 and expiring at 11:59 p.m. on October 31, 2023; and

WHEREAS, Landlord and Tenant desire to amend certain provisions of the Lease to reflect such extension and other changes to the Lease.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained, and each act performed hereunder by the parties, Landlord and Tenant hereby enter into this Amendment.

1. **Recitals.** The foregoing recitals are hereby incorporated herein.
2. **Extension Term.** The term of the Lease is hereby extended for a single period of four years ("Extension Term"), which extension period shall commence on November 01, 2019 ("Extension Commencement Date") and shall expire at 11:59 p.m. on October 31<sup>st</sup>, 2023, unless, earlier terminated pursuant to the provisions of the Lease or pursuant to law.
3. **Extension Term Rent.** Base rent for the Extension Term shall be payable in advance in equal monthly installments on the first day of each month, commencing November 1, 2019, without setoff, deduction or demand, in accordance with the following schedule:

Lease Year	Period	Monthly Base Rent
1	November 1, 2019-October 31, 2020	\$56,063.25
2	November 1, 2020-October 31, 2021	\$58,866.41
3	November 1, 2021-October 31, 2022	\$61,809.73
4	November 1, 2022-October 31, 2023	\$64,900.22

4. Termination Fee. In the event the Tenant shall give Landlord such notice of failure by the City to appropriate funds for the leasing of the premises, and intentions to terminate the lease, then, on or before the effective date of such termination, Tenant shall pay landlord, as liquidated damages and not as a penalty an amount equal to the sum of the remaining term of the lease.

5. Address for Notices. Paragraph 27 of the Lease is amended by changing the designated address of the Landlord to:

DFH Property Holdings LLC  
8 Wolfe St.  
Alexandria VA 22314  
Attn: Windsor W. Demaine, III

with a copy to:

Watt, Tieder, Hoffar & Fitzgerald, LLP  
8405 Greensboro Dr., Suite 100  
McLean VA 22102  
Attn: Colin J. Smith, Esq.

and by adding the following addresses for notices to Lender:

Burke and Herbert Bank and Trust Company  
300 N. Lee St., Suite 450  
Alexandria VA 22314  
Attn: Chris Collier

with a copy to:

Blankingship & Keith, PC  
4020 University Dr., Suite 300  
Fairfax VA 22030  
Attn: William H. Casterline, Jr., Esq.

6. Ratification. Except as expressly modified by the terms of this 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 constitute valid and binding obligations of Tenant enforceable in accordance with the terms thereof.

7. Binding Effect. All of the covenants in this Amendment, including, but not limited to, all covenants of the Lease as modified hereby, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

8. Effectiveness. The submission of this Amendment shall not constitute an offer, and this Amendment shall not be effective and binding unless and until fully executed and delivered by each of the parties hereto.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have signed this Second Amendment to Agreement of Lease.

TENANT: CITY OF ALEXANDRIA, a municipal corporation  
of the Commonwealth of Virginia

By: \_\_\_\_\_  
Mark Jinks, City Manager

LANDLORD: DFH PROPERTY HOLDINGS LLC, a Virginia  
limited liability company

By: \_\_\_\_\_  
Windsor W. Demaine, III

