

## FIRST AMENDMENT TO OFFICE LEASE

THIS FIRST AMENDMENT TO OFFICE LEASE ("First Amendment") is made this 3<sup>rd</sup> day of April, 2017, by and between JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company ("Landlord"), and COLLIS & ASSOCIATES, LLC, a Delaware limited liability company ("Tenant").

### WITNESSETH:

WHEREAS, by that certain Office Lease dated January 7, 2015 (the "Lease"), Landlord leased to Tenant, and Tenant leased from Landlord, approximately 1,236 rentable square feet of space known as Suite 310 (the "Premises") on the third (3<sup>rd</sup>) 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, the Term of the Lease is scheduled to expire on April 30, 2018; and

WHEREAS, Landlord and Tenant wish to extend the Term of the Lease for an additional period of five (5) years and three (3) months, upon the terms and conditions set forth in this First Amendment, and to otherwise revise and modify the Lease accordingly, 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 and Tenant do hereby agree as follows:

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

2. Extension Period. The Term of the Lease is hereby extended for a period of five (5) years and three (3) months (such period being hereinafter referred to as the "Extension Period"), which Extension Period shall commence on May 1, 2018 (the "Extension Period Commencement Date"), and which Extension Period and the Term of the Lease shall expire at 11:59 p.m. on July 31, 2023 (the "Extension Period Expiration Date"), unless earlier terminated pursuant to the provisions of the Lease, as modified by the provisions of this First Amendment, or pursuant to law.

3. Extension Period Base Rent. Prior to the Extension Period Commencement Date, Tenant shall continue to pay Base Rent in the amounts set forth in Section 4 of the Lease (captioned "Rent"). Commencing on the Extension Period Commencement Date and continuing thereafter throughout the Extension Period, Tenant shall pay to Landlord in advance, without setoff, deduction or demand, Base Rent for the Premises (the "Extension Period Base Rent"), which Extension Period Base Rent shall be payable on the first (1st) day of each calendar month during the Extension Period, in the following amounts:

<u>Extension Period Lease Year</u>	<u>Rate of Extension Period Base Rent Per Square Foot Per Annum</u>	<u>Rate of Extension Period Base Rent Per Annum</u>	<u>Rate of Monthly Extension Period Base Rent</u>
1	\$34.75	\$42,951.00	\$3,579.25
2	\$35.79	\$44,236.44	\$3,686.37
3	\$36.86	\$45,558.96	\$3,796.58
4	\$37.97	\$46,930.92	\$3,910.91
5	\$39.11	\$48,339.96	\$4,028.33
6 (partial year)	\$40.28	\$49,786.08	\$4,148.84

An "Extension Period Lease Year" shall mean that period of twelve (12) consecutive calendar months that commences on the Extension Period Commencement Date, and the consecutive twelve (12) month period thereafter; provided, however, that Extension Period Lease Year 6 shall end on the Extension Period Expiration Date. The earliest such twelve (12) month period shall be referred to as "Extension Period Lease Year 1", and the following Extension Period Lease Years shall be similarly numbered for identification purposes. Notwithstanding the foregoing, Landlord shall grant to Tenant a "rent holiday" from the payment of the installments of Monthly Extension Period Base Rent for the first three (3) months of the Extension Period (the "Extension Period Free Rent Period"). During such Extension Period Free Rent Period, the Monthly Extension Period Base Rent shall be abated (such rental abatement being hereinafter referred to as the "Extension Period Free Rent Allowance"); provided, however, that (i) the Extension Period Free Rent Period and the granting of the Extension Period Free Rent Allowance as provided hereunder shall not affect the Extension Period Commencement Date; (ii) Tenant shall remain obligated during the Extension Period Free Rent Period to perform all of Tenant's obligations under the Lease except as expressly aforesaid (including, but not limited to, the payment of all Additional Rent coming due under the Lease); and (iii) in the event of any termination of the Lease by Landlord based upon a Default by Tenant, the entire amount of Extension Period Base Rent which would have otherwise been due and payable hereunder during the Extension Period Free Rent Period in the absence of the Extension Period Free Rent Allowance shall immediately become due and payable and any remaining Extension Period Free Rent Allowance hereunder shall be of no force or effect.

4. Premises As-Is; Tenant Allowance. Tenant acknowledges that it has been in occupancy of the Premises prior to the Extension Period Commencement Date and Tenant accepts the Premises in its "as-is" condition as of the Extension Period Commencement Date. Landlord shall have no obligation to make any other improvements or alterations to the Premises during the Extension Period. Notwithstanding the foregoing, Landlord shall make available for the performance of "Tenant's Work", which means any improvements to the Premises, all as performed by Tenant in accordance with the terms and conditions of the Lease, including, but not limited to, Section 8 of the Lease (captioned "Alterations"), an allowance (the "Tenant Allowance") in an amount equal to the product of (i) Five Dollars (\$5.00) multiplied by (ii) the number of rentable square feet of area comprising the Premises (i.e., 1,236 rentable square feet of area). Tenant shall perform Tenant's Work and shall pay directly to its general contractor and other service providers and vendors the cost of performing all improvements to the Premises, including, but not limited to, the cost of all architectural and engineering fees, construction

documents, and any other costs associated with improving the Premises, as well as furnishing and fixtures, all of which costs shall be payable out of the Tenant Allowance to the extent that the Tenant Allowance is sufficient for that purpose, and any excess amount of which costs shall be paid directly by Tenant. Landlord shall pay the Tenant Allowance to Tenant following Tenant's completion of Tenant's Work and Landlord's receipt from Tenant of (i) invoices reasonably evidencing work or services performed with respect to Tenant's Work, (ii) receipted bills or other evidence that the aforesaid invoices have been paid in full, and (iii) waivers or releases of liens from each of Tenant's contractors, subcontractors and suppliers in connection with the work performed or materials supplied as evidenced by the aforesaid invoices. After completion of the Tenant's Work, Tenant shall have the right to have any unused portion of the Tenant Allowance, if any (the "Unused Portion"), credited towards Extension Period Base Rent following at least thirty (30) days' notice to Landlord; provided, however, that Tenant shall have no right to use any portion of the Unused Portion which remains unused after the end of the first Extension Period Lease Year.

5. Additional Rent. Through and including the Extension Period Commencement Date, Tenant shall continue to pay Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses as set forth in Section 5.B of the Lease. Thereafter, commencing on the first (1st) anniversary of the Extension Period Commencement Date, and continuing thereafter through the Extension Period Term, Tenant shall resume its payments of Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses, pursuant to Section 5.B of the Lease, as amended. With respect to all periods from and after the Extension Period Commencement Date, "Operating Expenses Base Year" and "Real Estate Tax Expenses Base Year" shall each mean calendar year 2018.

6. Brokers. Landlord and Tenant each represents and warrants to the other that, except as hereinafter set forth, neither of them has employed or dealt with any broker in procuring or carrying on any negotiations relating to this First Amendment. Landlord and Tenant shall indemnify and hold each other harmless from any loss, claim or damage, including, but not limited to, all court costs and reasonable attorneys' fees, relating to the breach of the foregoing representation and warranty. Landlord recognizes only Avison Young as broker with respect to this First Amendment and agrees to be responsible for the payment of any leasing commissions owed to said broker pursuant to a separate agreement between Landlord and such broker.

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

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

[Signatures appear on the following page.]

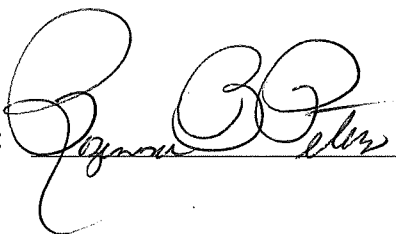
IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Office Lease as of the day and year first hereinabove written.

WITNESS:

LANDLORD:

JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company

By: JBG/Company Manager III, L.L.C.,  
Its Managing Member

By: 

By: 

Name:

**Steve Bonacci**

Title:

**Authorized Signatory**

WITNESS:

TENANT:

COLLIS & ASSOCIATES, LLC, a Delaware limited liability company

By: 

By: 

Name:

**Paul R. Collis**

Title:

**PRESIDENT/CEO**