

## FIRST AMENDMENT TO DEED OF LEASE

This FIRST AMENDMENT TO DEED OF LEASE ("Amendment") is made and entered into this 16<sup>th</sup> day of March, 2020, by and between SIP / CREF 6849 Old Dominion, LLC, a Delaware limited liability company ("Landlord"), and Urban Compass, Inc., a Delaware corporation ("Tenant").

### WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Deed of Lease ("Original Lease") dated October 4, 2018, pursuant to which Landlord leased to Tenant and Tenant leased from Landlord office space on the fourth (4<sup>th</sup>) floor (Suite #s 410, 420, 430 and a portion of the corridor, the "Premises") of the building of 6849 Old Dominion Drive, McLean, VA 22101 (the "Building"), described in the Lease to be consisting of 11,020 square feet of rentable square feet; and

WHEREAS, the Premises have been remeasured pursuant to the provisions of the Original Lease; and

WHEREAS, Landlord and Tenant wish to amend several terms and conditions of the Original Lease;

NOW, THEREFORE, for and in consideration of the foregoing Recitals, of the mutual promises and covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference.
2. **Defined Terms.** Defined terms used herein shall have the meaning contained in the Original Lease unless another definition is provided in this Amendment. [The Original Lease as modified by this Amendment shall be referred to herein as the "Lease."]
3. **Premises.** Section I of the Fundamental Lease Provisions portion of the Original Lease is hereby amended to reflect that (i) the Premises contain approximately 11,854 rentable square feet of space and, (ii) the Suite # is corrected to reflect that the Premises is Suite #400, not Suites 410, 420, and 430.
4. **Base Rent.** Section K of the Fundamental Lease Provisions of the Lease is hereby deleted in its entirety and replaced as follows:

<u>Months of Lease Term</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1-12*	\$420,816.96	\$35,068.08
13-24	\$432,433.92	\$36,036.16
25-36	\$444,287.88	\$37,023.99

37-48	\$456,497.52	\$38,041.46
49-60	\$469,062.84	\$39,088.57
61-72	\$481,983.60	\$40,165.30
73-84	\$495,260.16	\$41,271.68
85-96	\$508,892.28	\$42,407.69
97-108	\$522,879.96	\$43,573.33
109-120	\$537,223.32	\$44,768.61
121-126	\$552,040.80	\$46,003.40

\* No Base Rent shall be payable by Tenant prior to the Rent Commencement Date. Notwithstanding the foregoing, so long as Tenant is not in monetary or material nonmonetary default under the Lease beyond any applicable notice and cure periods, Landlord shall abate one hundred percent (100%) of the monthly Base Rent installment for the first twelve (12) full calendar months (the "Abatement Period") following the Rent Commencement Date (i.e. Four Hundred Twenty Thousand Eight Hundred Sixteen and 96/100 Dollars (\$420,816.96, the "Abatement Amount"), with Tenant remaining liable for Base Rent for any partial month between the Rent Commencement Date and the next succeeding full calendar month in the event the Rent Commencement Date is not the first (1st) day of a calendar month. In the event of a default by Tenant beyond any applicable notice and cure period, the then unamortized portion of the Base Rent previously abated shall immediately become due and payable from Tenant.

5. **Additional Rent.** Sections N.3 and N.4 of the Fundamental Lease Provisions of the Original Lease are hereby amended to reflect that Tenant's Pro Rata Share of Operating Expenses and Tenant's Pro Rata Share of Real Estate Taxes are each 17.60%.
6. **Parking.** Section S of the Fundamental Lease Provisions portion of the Original Lease shall provide as follows:

"S. Parking: Thirty-six (36) unreserved parking permits (calculated at the ratio of three (3) permits per 1,000 square feet of the Relocation Premises) as more particularly described in Section 26 of the Existing Lease."

The first sentence of Section 26.21 of the Original Lease is hereby amended to reflect that the number of monthly unreserved parking permits Landlord agrees to make available to Tenant and its employees is thirty-six (36).

7. **Special Cancel Right.** Section 2.04.2 of the Original Lease is hereby deleted in its entirety and replaced as follows:

"2.04.2 Any such Special Cancel Right Notice shall be effective if and only if Tenant shall pay to Landlord the Special Cancel Right Termination Fee (defined below) on or prior to the date Tenant exercises its Special Cancel Right, time being of the essence. For purposes hereof, Landlord and Tenant agree that the "**Special Cancel Right Termination Fee**" shall

be in the amount of \$930,326.00. For the purposes of information only, such fee was calculated on the basis of (i) the then unamortized Transaction Costs (defined below) remaining as of the Vacate Date (based upon a recovery period of one hundred twenty-six (126) months and an interest rate of zero percent (0%)) plus (ii) an amount equal to six (6) months of the then-current monthly Base Rent installment (i.e. \$234,531.42) but the amount set forth above shall be conclusive upon both Landlord and Tenant and for all purposes of this Lease. As used herein, the term "**Transaction Costs**" shall mean all amounts paid by Landlord for the Allowance, the Test Fit Allowance, the Abatement Amount, reasonable attorneys' fees and brokerage fees in connection with this Lease."

8. **Work Agreement.** The first sentence of Section 6 of Exhibit A-1 Work Agreement is hereby deleted in its entirety and replaced as follows:

"Landlord agrees to provide to Tenant an allowance with respect to the construction of improvements upon the Premises in an amount equal Eight Hundred Twenty-Nine Thousand Seven Hundred Eighty Dollars (\$829,780.00) based upon Seventy and 00/100 Dollars (\$70.00) per rentable square foot of the Premises (the "Allowance")."

9. **Ratification.** As amended hereby, the Original Lease shall continue in full force and effect under the terms, provisions, and conditions thereof. All other terms, covenants, and conditions of the Lease not herein expressly modified are hereby confirmed and ratified and remain in full force and effect.
10. **Miscellaneous.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement and it shall not be necessary in making proof of this Amendment or any counterpart hereof to produce or account for any of the other counterparts. This Amendment contains and embodies the entire agreement of the parties hereto with respect to the matters set forth herein, and supersedes and revokes any and all negotiations, arrangements, letters of intent, representations, inducements or other agreements, oral or in writing with respect to such matters. No representations, inducements or agreements, oral or in writing, between the parties with respect to such matters, unless contained in this Amendment, shall be of any force or effect.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Landlord and Tenant executed this Amendment under the seal as of the day and year first above written.

**LANDLORD:**

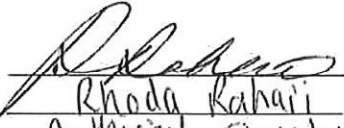
**SIP / CREF 6849 Old Dominion**

By: SIP 6849 Old Dominion, LLC,  
a Maryland limited liability company  
its Manager

By:  (SEAL)  
John H. Stewart, Manager

**TENANT:**

**Urban Compass, Inc.,**  
a Delaware corporation

By:  (SEAL)

Name: Rhoda Kahari

Its: Authorized signatory