

SECOND AMENDMENT TO DEED OF LEASE

THIS SECOND AMENDMENT TO DEED OF LEASE (this "Second Amendment") is made and entered into as of September 6, 2018, 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 **ORBIS OPERATIONS, LLC**, a Delaware limited liability company ("Tenant").

RECITALS

A. Pursuant to that certain Deed of Lease dated September 16, 2010, as amended by that certain First Amendment to Deed of Lease dated September 26, 2013 (collectively, the "Lease"), Landlord is currently leasing to Tenant and Tenant is currently leasing from Landlord certain premises consisting of approximately 4,016 rentable square feet of space known as Suite 370 (the "Premises") on the third (3rd) floor of the building located at 6849 Old Dominion Drive, McLean, Virginia (the "Building"), as more particularly described in the Lease.

B. The Term of the Lease presently expires on December 9, 2018, and Landlord and Tenant have agreed to extend the Term of the Lease through December 9, 2020.

C. The parties hereto desire to modify the Lease to reflect, among other things, the extension of the Term.

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

1. **Term.** The Term of the Lease is hereby extended for a period of two (2) years (the "Extension Period"), which Extension Period shall commence on December 10, 2018 (the "Extension Period Commencement Date") and shall expire at 11:59 p.m. on December 9, 2020 (the "Expiration Date"), unless sooner terminated in accordance with the express terms of the Lease, as amended hereby.

2. **Prior Occupancy.** 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 improvements or alterations to the Premises during the Extension Period.

3. **Base Rent.**

A. For all periods prior to the Extension Period Commencement Date, Tenant shall continue to pay the Base Rent in accordance with the terms and conditions of the Lease in effect immediately preceding this Second Amendment.

B. Commencing on the Extension Period Commencement Date and continuing for the remainder of the Extension Period, Tenant covenants and agrees to pay to Landlord Base Rent for the Premises (the "Extension Period Base Rent") in monthly installments in accordance

with the schedule set forth below:

Portion of Lease Term	Annual Base Rent	Monthly Installment
December 10, 2018 – December 9, 2019	\$142,568.00	\$11,880.67
December 10, 2019 – December 9, 2020	\$146,845.04	\$12,237.09

C. Each monthly installment of the Extension Period Base Rent shall be due and payable in advance on the first day of each month during the Second Extension Period.

4. **Operating Expenses and Taxes; Revised Base Year.**

A. Commencing on January 1, 2019, notwithstanding any provision in the Lease to the contrary, the Operating Expenses Base Year shall be 2018 and the Real Estate Tax Expenses Base Year shall be 2018.

B. For all periods during the Term up to, and including, December 31, 2018, 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 Lease in effect immediately preceding this Second Amendment.

C. For the period commencing on January 1, 2019 and continuing throughout the Extension Period, 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 Lease, but with both an Operating Expenses Base Year and a Real Estate Tax Expenses Base Year of 2018.

5. **Brokers.** Landlord and Tenant each hereby represent and warrant that, in connection herewith, each did not retain, consult or deal with any broker or real estate agent, salesperson or finder in connection with this Second Amendment other than Avison Young ("Landlord's Agent") and Transwestern ("Tenant's Agent"). Landlord shall pay Landlord's Agent and Tenant's Agent a commission, if any such commission is due, pursuant to separate agreements between Landlord's Agent and Landlord and Tenant's Agent and Landlord. Landlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Landlord harmless, from and against any claim or claims for broker or other commission arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.

6. **Recitals, Tenant Certifications and Defined Terms.** The recitals set forth in the preamble are hereby incorporated in and made a part of this Second Amendment. Capitalized terms used herein that are defined in the Lease and not defined herein shall have the meaning assigned to them in the Lease. To Tenant's actual knowledge, Landlord is not in default under the Lease as of the date hereof and Tenant is unaware of any condition or circumstance which, but for the passage of time or delivery of notice, or both, would constitute an event of default by Landlord under the Lease. Tenant has no claims, defenses or set-offs of any kind to the payment or performance of Tenant's obligations under the Lease. Nothing contained herein shall be deemed to waive any sums due from Tenant to Landlord, or any default or event which, with the passage

of time or delivery of notice, or both, would constitute a default by Tenant under the Lease as of the date hereof.

7. **Ratification.** Except as otherwise expressly modified by the terms of this Second 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, as further amended hereby, constitute valid and binding obligations of Landlord and Tenant enforceable according to the terms thereof.

8. **Counterparts.** This Second Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Second Amendment.

9. **Binding Effect.** This Second Amendment shall not be effective and binding unless and until fully executed and delivered by each of the parties hereto. All of the covenants contained in this Second Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, and permitted successors and assigns.

[signature page follows]

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

WITNESS:



LANDLORD:

SIP/CREF 6849 OLD DOMINION, LLC,
a Delaware limited liability company

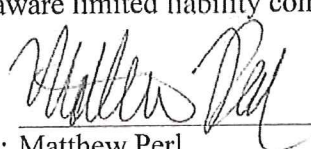
By:  SIP 6849 Old Dominion, LLC, its Manager

By: _____
Name: John H. Stewart
Title: Manager

WITNESS:

TENANT:

ORBIS OPERATIONS, LLC
a Delaware limited liability company

By:  _____
Name: Matthew Perl
Title: Chief Financial Officer