

Amendment Abstract

Lease : Urban Compass, Inc. (t0006009)

| Amendment Information | | Lease Information | |
|-----------------------|-----------|-------------------|---|
| Type | Remeasure | Lease | Urban Compass, Inc. |
| Status | Activated | Property | SIP CREF 6849 Old Dominion LLC(sipwd001) |
| Terms | 115 | Customer | - |
| From | 3/9/2020 | Lease From | 10/10/2018 |
| To | 9/30/2029 | Lease To | 9/30/2029 |
| Effective Date | 4/9/2020 | | |
| Contracted Area | 11,854.00 | | |
| Description | | | |

| Space | | | |
|-------|----------|-------|--------------|
| Unit | Building | Floor | Area Status |
| 400 | | F04 | 11,854.00 In |

| Charge Schedules | | | | | | | | |
|------------------|------------------------------|-----------|------------|-------------|------------|-----------|--------------|-----------|
| Charge Code | Charge Desc | Date From | Date To | Monthly Amt | Annual Amt | Area | Amt Per Area | Mgmt fees |
| concoff | Concessions-Office Base Rent | 3/9/2020 | 9/30/2029 | 0.00 | 0.00 | 11,854.00 | 0.00 /MO | 0.00 |
| estope | OPE-Recovery Income | 3/9/2020 | 3/31/2020 | 0.00 | 0.00 | 11,854.00 | 0.00 /MO | 0.00 |
| estope | OPE-Recovery Income | 4/1/2020 | 10/31/2020 | 313.00 | 3,756.00 | 11,854.00 | 0.03 /MO | 0.00 |
| estope | OPE-Recovery Income | 11/1/2020 | 12/31/2021 | 0.00 | 0.00 | 11,854.00 | 0.00 /MO | 0.00 |
| estope | OPE-Recovery Income | 1/1/2022 | 12/31/2022 | 331.43 | 3,977.16 | 11,854.00 | 0.03 /MO | 0.00 |
| estope | OPE-Recovery Income | 1/1/2023 | 12/31/2023 | 279.47 | 3,353.64 | 11,854.00 | 0.02 /MO | 0.00 |
| estope | OPE-Recovery Income | 1/1/2024 | 9/30/2029 | 1,665.82 | 19,989.84 | 11,854.00 | 0.14 /MO | 0.00 |
| esttax | TAX-Recovery Income | 3/9/2020 | 3/31/2020 | 0.00 | 0.00 | 11,854.00 | 0.00 /MO | 0.00 |
| esttax | TAX-Recovery Income | 4/1/2020 | 10/31/2020 | 255.00 | 3,060.00 | 11,854.00 | 0.02 /MO | 0.00 |
| esttax | TAX-Recovery Income | 11/1/2020 | 12/31/2020 | 0.00 | 0.00 | 11,854.00 | 0.00 /MO | 0.00 |
| esttax | TAX-Recovery Income | 1/1/2021 | 12/31/2021 | 124.89 | 1,498.68 | 11,854.00 | 0.01 /MO | 0.00 |
| esttax | TAX-Recovery Income | 1/1/2022 | 12/31/2022 | 0.00 | 0.00 | 11,854.00 | 0.00 /MO | 0.00 |
| esttax | TAX-Recovery Income | 1/1/2023 | 12/31/2023 | 0.00 | 0.00 | 11,854.00 | 0.00 /MO | 0.00 |
| esttax | TAX-Recovery Income | 1/1/2024 | 9/30/2029 | 0.00 | 0.00 | 11,854.00 | 0.00 /MO | 0.00 |
| parking | Parking - Fixed Contract | 3/9/2020 | 9/30/2029 | 500.00 | 6,000.00 | 11,854.00 | 0.04 /MO | 0.00 |
| rentoff | Base Rent-Office | 3/9/2020 | 3/31/2020 | 35,068.08 | 420,816.96 | 11,854.00 | 2.96 /MO | 0.00 |
| rentoff | Base Rent-Office | 4/1/2020 | 3/31/2021 | 36,036.16 | 432,433.92 | 11,854.00 | 3.04 /MO | 0.00 |
| rentoff | Base Rent-Office | 4/1/2021 | 3/31/2022 | 37,023.99 | 444,287.88 | 11,854.00 | 3.12 /MO | 0.00 |
| rentoff | Base Rent-Office | 4/1/2022 | 3/31/2023 | 38,041.46 | 456,497.52 | 11,854.00 | 3.21 /MO | 0.00 |
| rentoff | Base Rent-Office | 4/1/2023 | 3/31/2024 | 39,088.57 | 469,062.84 | 11,854.00 | 3.30 /MO | 0.00 |
| rentoff | Base Rent-Office | 4/1/2024 | 3/31/2025 | 40,165.30 | 481,983.60 | 11,854.00 | 3.39 /MO | 0.00 |
| rentoff | Base Rent-Office | 4/1/2025 | 3/31/2026 | 41,271.68 | 495,260.16 | 11,854.00 | 3.48 /MO | 0.00 |
| rentoff | Base Rent-Office | 4/1/2026 | 3/31/2027 | 42,407.69 | 508,892.28 | 11,854.00 | 3.58 /MO | 0.00 |
| rentoff | Base Rent-Office | 4/1/2027 | 3/31/2028 | 43,573.33 | 522,879.96 | 11,854.00 | 3.68 /MO | 0.00 |
| rentoff | Base Rent-Office | 4/1/2028 | 3/31/2029 | 44,768.61 | 537,223.32 | 11,854.00 | 3.78 /MO | 0.00 |
| rentoff | Base Rent-Office | 4/1/2029 | 9/30/2029 | 46,003.40 | 552,040.80 | 11,854.00 | 3.88 /MO | 0.00 |

| Recovery | | | | | | | | | | | | |
|----------|----------|------------------------|--------------|-----------|-------------------|--------------------------|-------------|------------|------------|-------------|-----------|-----------|
| Group | Exp Pool | Exp Pool Desc | Date From | Date To | EOY Month | Base Year | Base Amt | CAP | Ceiling | Mgmt fees % | ProRata % | GrossUp % |
| OPEX | opegrcap | OPE Gross/Cap | 3/9/2020 | 9/30/2029 | 12 | 12/1/2019 12:00:00 AM | 688,749.29 | 217,736.96 | 162,705.72 | 0.00 | 17.60 | 95.00 |
| | Anchor | Anchor Deduction | Anchor Group | CAP Inc % | Recovery Factor % | Numerator | Denominator | | | | | |
| | N | N | | 6.00 | 0.00 | GLA | GLA | | | | | |
| Group | Exp Pool | Exp Pool Desc | Date From | Date To | EOY Month | Base Year | Base Amt | CAP | Ceiling | Mgmt fees % | ProRata % | GrossUp % |
| OPEX | opexall | Operating Expenses ALL | 3/9/2020 | 9/30/2029 | 12 | 12/1/2019 12:00:00 AM | 688,749.29 | 0.00 | 0.00 | 0.00 | 17.60 | 0.00 |
| | Anchor | Anchor Deduction | Anchor Group | CAP Inc % | Recovery Factor % | Numerator | Denominator | | | | | |
| | N | N | | 6.00 | 0.00 | 11,854.00 | 66,828.00 | | | | | |
| Group | Exp Pool | Exp Pool Desc | Date From | Date To | EOY Month | Base Year | Base Amt | CAP | Ceiling | Mgmt fees % | ProRata % | GrossUp % |
| OPEX | opexcap | Opex Cap | 3/9/2020 | 9/30/2029 | 12 | 12/1/2019 12:00:00 AM | 688,749.29 | 364,305.75 | 288,564.28 | 0.00 | 17.60 | 0.00 |
| | Anchor | Anchor Deduction | Anchor Group | CAP Inc % | Recovery Factor % | Numerator | Denominator | | | | | |
| | N | N | | 6.00 | 0.00 | GLA | GLA | | | | | |
| Group | Exp Pool | Exp Pool Desc | Date From | Date To | EOY Month | Base Year | Base Amt | CAP | Ceiling | Mgmt fees % | ProRata % | GrossUp % |
| OPEX | opexgros | Opex Gross | 3/9/2020 | 9/30/2029 | 12 | 12/1/2019 12:00:00 AM | 688,749.29 | 0.00 | 0.00 | 0.00 | 17.60 | 95.00 |
| | Anchor | Anchor Deduction | Anchor Group | CAP Inc % | Recovery Factor % | Numerator | Denominator | | | | | |
| | N | N | | 6.00 | 0.00 | 11,854.00 | 66,828.00 | | | | | |
| Group | Exp Pool | Exp Pool Desc | Date From | Date To | EOY Month | Base Year | Base Amt | CAP | Ceiling | Mgmt fees % | ProRata % | GrossUp % |
| TAX | tax | All Taxes | 3/9/2020 | 9/30/2029 | 12 | 12/1/2019 12:00:00 AM | 222,182.71 | 0.00 | 0.00 | 0.00 | 17.60 | 0.00 |
| | Anchor | Anchor Deduction | Anchor Group | CAP Inc % | Recovery Factor % | Numerator | Denominator | | | | | |
| | N | N | | 0.00 | 0.00 | 11,854.00 | 66,828.00 | | | | | |

| Late Fee | | | | | | | |
|------------------|-------|---------|--------------------------|----------------------|-----------------|-------------|--|
| Calculation Type | Grace | Percent | 2nd Fee Calculation Type | 2nd Fee Grace Period | 2nd Fee Percent | Per Day Fee | |
| % Monthly Rent | 5.00 | 5.00 | | | | 0.00 | |

| Options | | | | | |
|---------|--------|------------|-----------------|-------------|-------------------------|
| Type | Status | Start Date | Expiration Date | Notice Date | Description |
| Renewal | Active | 4/4/2029 | 9/30/2029 | 9/30/2028 | One 5 year term renewal |

Other Lease Provisions / Clauses

| Id | Name | Description |
|-----------|--------------------------------------|---|
| allowanc | Tenant Allowance-Exhibit A-1 | Landlord agrees to provide to tenant an allowance in an amount equal to \$771,400.00. |
| holdover | Holdover: (Section 20.01) | If tenant shall not immediately surrender possession of the premises at the termination of the lease, then tenant shall become a tenant from month-to-month, at a rental rate equal to, (i) for the first (60) days of any such holdover, 120% of the rental rate prior to termination of this lease and (ii) after the initial (60) days of any such holdover, 150% of the rental rate prior to termination of this lease. |
| hvac | HVAC - After Hours Rate-Section 4.01 | Landlord will furnish at no additional cost to tenant, heating & air Conditioning to the premises between the hours of 7:00am and 6:00pm., Monday thru Friday, and between 9:00am-1:00pm Saturday of each week (Normal Business Hours), except holidays recognized by the US Government. Landlord shall provide overtime HVAC at the building during hours and at overtime costs determined by Landlord. |
| latefee | Late Fee Rate-Section 3.02 | Any rent which is not paid within (5) days after the due date, shall be subject each month to a late charge of five percent (5%). Any rent not paid within ten (10) days from the due date, shall accrue interest at four percent (4%). |
| renew | Option to Renew-Section 28.01 | Tenant shall have the option to renew the lease for one (1) additional five (5) year term. Provided the following conditions are met: 1. tenant gives landlord a written notice at least 12 months but not more than 15 months prior to the expiration of the lease. |
| rofr | Right of First Refusal-Section 29.0 | Tenant shall have the ongoing right to lease the remaining space on the 4th floor in the event that landlord enters into a term sheet, letter of intent, proposed lease or other occupancy agreement or other memorandum of understanding expressing the term upon which landlord and a prospective tenant each agree to lease any portion of the space. |
| termopt | Termination Option- Section 2.04 | Tenant shall have a one-time right (Special Cancel Right) to terminate this lease effective as of the last day of the (5th) lease year. The Special Cancel Right shall be exercisable by tenant only by its giving landlord written notice, no later than (12) months prior to Vacate Date. Tenant shall pay landlord the Special Cancel Right Termination Fee in the amount of \$866,606.07. |
| other | Pro Rata Share | Operating Expense - 16.49% Real Estate Tax - 16.49% |
| parking | Parking-Section 26.21 | Landlord agrees to make available to tenant and its employees (33) monthly unreserved parking permits. Tenant shall have the right to convert up to (5) of the unreserved parking spaces to reserved parking spaces for a fee of \$100.00 per reserved parking space per month. |
| repairs | Landlord Repairs | Add language..... |
| other | Other Clauses and Notes | Tenant base year will be 2019. |