

SECOND AMENDMENT TO DEED OF LEASE

THIS SECOND AMENDMENT TO DEED OF LEASE (this "**Amendment**") is made and entered into as of February 24 2022 (the "**Effective Date**"), by and between **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company ("**Landlord**"), and **GUIDANCE RESIDENTIAL, LLC**, a Delaware limited liability company ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord (as successor to Piedmont Operating Partnership, LP) is the landlord and Tenant is the tenant under that certain Deed of Lease dated as of December 21, 2010, as amended by that certain First Amendment to Deed of Lease dated as of April 7, 2017 (as so amended, the "**Lease**"), for certain premises (the "**Existing Premises**") designated as Suite 100 and Suite 200 and deemed to comprise 25,308 rentable square feet in the aggregate, located on the first (1st) and second (2nd) floor of the building (the "**Building**") commonly known as Sunset Corporate Plaza I and located at 11107 Sunset Hills Road, Reston, Virginia 20190, for a term (the "**Term**") currently expiring on October 31, 2022;

WHEREAS, Landlord and Tenant desire to modify and extend the Term of the Lease, all on the terms and conditions hereinafter set forth;

WHEREAS, Landlord and Tenant desire that the Existing Premises be relocated to certain other space in the Building designated as Suite 300 and deemed to comprise 18,371 rentable square feet (the "**New Premises**") located on a portion of the third (3rd) floor of the Building, which New Premises are more specifically shown and depicted on **Exhibit A** attached hereto and made a part hereof, all on the terms and conditions hereinafter set forth; and

WHEREAS, Landlord and Tenant desire to further amend the Lease, all on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

1. Definitions. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meaning as provided in the Lease.

2. Extension. Effective as of the Effective Date hereof, the Term of the Lease shall be and is hereby extended for an additional period of eleven (11) years and four (4) months, commencing on November 1, 2022, and expiring on February 28, 2034, the same as if such date were the Expiration Date of the Lease as initially set forth therein, unless sooner terminated in accordance with the terms of the Lease.

3. Relocation; Holding Over.

(a) **Relocation to New Premises.** Effective on the earlier of (i) the date that is two hundred ten (210) days after the Effective Date, or (ii) the thirtieth (30th) day following the date of Substantial Completion of the New Premises Improvement Work (as each such term is defined in the

Work Letter (the “**Work Letter**”) attached as **Exhibit B** hereto and incorporated herein) in the New Premises (such date being referred to herein as the “**Relocation Date**”), the New Premises described above shall be substituted for the Existing Premises under the Lease, subject to the terms and conditions hereinafter set forth, and **Exhibit A** attached hereto shall be substituted for **Exhibit A** (Plan Showing Premises (Existing Premises and Expansion Space) (Rev. 03/17)) attached to the Lease. On the Relocation Date, (a) the New Premises shall be and become the “Premises” demised under the Lease, and (b) the Premises shall be deemed to consist of 18,371 rentable square feet in the aggregate. Notwithstanding the foregoing, (i) Tenant shall continue to pay Base Rent and Tenant’s Proportionate Share of Operating Charges and Real Estate Taxes with respect to the Existing Premises through October 31, 2022, and (ii) Tenant shall continue to sublease to Sparksoft Corporation that portion of the Existing Premises consisting of 7,445 rentable square feet located on the first floor of the Building (the “**Sublease Premises**”) through October 31, 2022.

(b) Surrender of Existing Premises. Tenant shall, within thirty (30) days following the Relocation Date, (i) vacate the Existing Premises in its entirety and relocate to the New Premises, (ii) remove from the Existing Premises any and all of Tenant’s furniture, trade fixtures, equipment, and personal property located therein, and restore the affected portions of the Existing Premises as provided in the Lease, and (iii) surrender the Existing Premises (other than the Sublease Premises) to Landlord in the condition required under the terms and provisions of the Lease, including, without limitation, Section 9.3 thereof, except as otherwise expressly provided herein, and any failure of Tenant to so vacate and surrender the Existing Premises (other than the Sublease Premises) to Landlord on or before the Relocation Date in accordance with the terms and provisions hereof shall be subject to the provisions of Article XXII (Holding Over) of the Lease with respect to the Existing Premises (other than the Sublease Premises). Tenant shall surrender the Sublease Premises to Landlord in the condition required under the terms and provisions of the Lease, including, without limitation, Section 9.3 thereof, on or before October 31, 2022.

4. Base Rent; New Premises Base Rent Abatement Period.

(a) Existing Premises Base Rent. Notwithstanding Tenant’s relocation to the New Premises, Tenant shall continue paying Base Rent with respect to the Existing Premises in accordance with the terms and provisions of the Lease, including, without limitation, Section 1.2 (Base Rent) and Article IV (Base Rent) thereof, for the period through and including October 31, 2022.

(b) New Premises Base Rent. Effective on November 1, 2022, the Lease shall be amended by deleting the Existing Premises Base Rent schedule set forth in Section 1.2 (Base Rent) thereof in its entirety and by substituting the following Base Rent schedule in lieu thereof with the result that, from and after November 1, 2022, and continuing for the remainder of the Term, as extended hereby, Tenant shall pay Base Rent in accordance with the following Base Rent schedule and otherwise at the same time and in the same manner as set forth in the Lease, including, without limitation, Article IV (Base Rent) thereof:

BASE RENT SCHEDULE (18,371 Rentable Square Feet)

Months	Base Rent Per Sq. Ft.	Annual Installment	Monthly Installment
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11/01/22 - 10/31/23 ¹	\$28.75	\$528,166.25	\$44,013.85
11/01/23 - 10/31/24	\$29.47	\$541,393.97	\$45,116.11
11/01/24 - 10/31/25	\$30.21	\$554,987.91	\$46,248.99
11/01/25 - 10/31/26	\$30.96	\$568,766.16	\$47,397.18
11/01/26 - 10/31/27	\$31.73	\$582,911.83	\$48,575.99
11/01/27 - 10/31/28	\$32.53	\$597,608.63	\$49,800.72
11/01/28 - 10/31/29	\$33.34	\$612,489.14	\$51,040.76
11/01/29 - 10/31/30	\$34.17	\$627,737.07	\$52,311.42
11/01/30 - 10/31/31	\$35.03	\$643,536.13	\$53,628.01
11/01/31 - 10/31/32	\$35.90	\$659,518.90	\$54,959.91
11/01/32 - 10/31/33	\$36.80	\$676,052.80	\$56,337.73
11/01/33 – 2/28/34	\$37.72	\$692,954.12	\$57,746.18

(c) New Premises Base Rent Abatement. Notwithstanding the terms of this Section 4, as long as Tenant is not then in default beyond any applicable notice and cure period under the Lease from and after the Effective Date hereof, Tenant shall be entitled to an abatement of the Base Rent payable with respect to the New Premises for the sixteen (16) month period commencing on November 1, 2022 and ending on February 29, 2024 (the “**New Premises Base Rent Abatement Period**”). The total amount of Base Rent abated during the New Premises Base Rent Abatement Period shall be referred to as the “**New Premises Abated Base Rent**”. Notwithstanding the foregoing, Tenant shall have the right to convert an amount equal to up to six (6) months of the New Premises Abated Base Rent to additional New Premises Improvement Allowance (as hereinafter defined). Tenant shall notify Landlord, within twelve (12) months after the Effective Date, of its election to so convert a portion of the New Premises Base Rent Abatement into New Premises Improvement Allowance and the amount to be so converted. Any conversion shall be applied to the end of the New Premises Base Rent Abatement Period (i.e., if Tenant elects to have one (1) month converted, then February 2024 will be the month so converted). In the event that (i) Tenant shall be in default beyond any applicable notice and cure period under the Lease at any time during the New Premises Base Rent Abatement Period, Tenant shall not be entitled to the remainder of the New Premises Base Rent Abatement Period unless and until Tenant cures such default to completion, in which case the New Premises Base Rent Abatement Period shall be reinstated for the remainder of such period, and (ii) Tenant shall be in default beyond any applicable notice and cure period under the Lease and Landlord terminates the Lease or Tenant’s right to possession thereunder prior to the Expiration Date as a result thereof, then, at Landlord’s option, all New Premises Abated Base Rent shall immediately become due and payable. The payment by Tenant of the New Premises Abated Base Rent in the case of a termination of the Lease or Tenant’s right to possession thereunder as aforesaid shall not limit or affect any of Landlord’s other rights, pursuant to the Lease, at law or in equity, or otherwise. During the New Premises Base Rent Abatement Period, only Base Rent for the New Premises shall be abated, as described above, and all other costs and charges expressly set forth in this Lease, including, without limitation, Tenant’s Proportionate Share of Operating Charges and Real Estate Taxes with respect to the New Premises, shall remain due and payable as provided under the Lease, as amended hereby.

¹ The period commencing on November 1, 2022 and ending on February 29, 2024 is subject to the New Premises Base Rent Abatement Period (as hereinafter defined)

5. Additional Rent. Tenant shall continue to pay Additional Rent, including, without limitation, Tenant's Proportionate Share of Operating Charges and Real Estate Taxes, together with any and all other sums and charges due and payable by Tenant pursuant to the terms and provisions of the Lease, including, without limitation, Article V (Operating Charges and Real Estate Taxes) thereof, with respect to the Existing Premises for the period through and including October 31, 2022. Commencing on November 1, 2022, and continuing for the remainder of the Term, as extended hereby, and Tenant shall pay Additional Rent, including, without limitation, Tenant's Proportionate Share of Operating Charges and Real Estate Taxes, together with any and all other sums and charges due and payable by Tenant pursuant to the terms and provisions of the Lease, as amended hereby, including, without limitation, Article V (Operating Charges and Real Estate Taxes) thereof, with respect to the New Premises.

6. Condition of Premises; Improvement Allowance; Improvement Work.

(a) AS IS Condition. Tenant is currently in occupancy of the Existing Premises, and has been afforded an opportunity to inspect the New Premises, and Tenant agrees to accept each of the Existing Premises and the New Premises in their "AS IS" condition as existing as of the Effective Date hereof, without any agreements, representations, understandings, or obligations on the part of Landlord to perform any alterations, repairs, or improvements therein, or to provide any allowance therefor. Notwithstanding the foregoing, Landlord represents and warrants that, as of the Effective Date, (i) the base building systems are in good working order, and (ii) to Landlord's knowledge, based on current occupancy loads, the Building complies with current ADA requirements.

(b) New Premises Improvement Allowance. Notwithstanding the foregoing, Landlord agrees to make available to Tenant, from and after the Effective Date hereof, an allowance (the "**New Premises Improvement Allowance**") in an amount not to exceed the sum of One Million Five Hundred Sixty-One Thousand Five Hundred Thirty-Five and No/100 Dollars (\$1,561,535.00) to be applied towards payment or reimbursement of such construction related alterations, additions, and improvements as Tenant desires to make in and to the New Premises (collectively, the "**New Premises Improvement Work**"), subject to, among other things, the following required allocations: (i) not less than seventy percent (70%) of such Improvement Allowance (the "**Required New Premises Improvement Work Allocation**") shall be applied by Tenant towards the "hard costs" and "soft costs" associated with such New Premises Improvement Work (and, for purposes hereof, "soft costs" shall include architectural and design fees, project management fees, and permitting and permit expediting fees associated with such New Premises Improvement Work); and (ii) subject to the foregoing Required New Premises Improvement Work Allocation, Tenant may apply up to thirty percent (30%) of such Improvement Allowance (the "**Additional New Premises Cost Allocation**") towards (A) the acquisition and installation of telecommunications equipment in the New Premises, (B) furniture, fixtures, and equipment to be installed and utilized in the New Premises, (C) specialty trade fixtures and/or equipment to be installed and utilized in the Premises, (D) Tenant's moving costs, and (E) voice and data cabling and wiring for the New Premises. Tenant shall be and remain responsible for, and shall pay as and when due, any and all costs and expenses of such New Premises Improvement Work which are in excess of the New Premises Improvement Allowance available hereunder, and Landlord shall have no liability for any such excess costs or expenses. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to apply a portion of the New Premises Improvement Allowance toward the cost of (i) installing water closets, sinks, and/or water fountains, and (ii) making cosmetic alterations (such as painting and carpeting) to, and lighting alterations in, the Common Area lobby on the third (3rd) floor of the Building; provided, however, that any such improvements or alterations described in this sentence shall, in each case, be subject to Landlord's prior review and approval, not to be unreasonably withheld.

(c) New Premises Improvement Work. The New Premises Improvement Work shall be performed in accordance with the applicable terms and provisions of the Work Letter attached hereto as **Exhibit B**, and such other reasonable requirements or conditions as Landlord may impose, as well as the construction rules and regulations of the Building in effect from time to time, and shall otherwise be performed in a good and workmanlike manner, and in compliance with any and all applicable Laws.

(d) Additional Conditions to New Premises Improvement Allowance. The New Premises Improvement Allowance is for Guidance Residential, LLC and any Affiliate of Tenant (as such term is defined in the Lease, and as further modified hereby) personally and may not be applied or used for, nor shall such New Premises Improvement Allowance inure to the benefit of, any assignee, subtenant, or any other party (other than an Affiliate of Tenant). It shall be a condition to application of the New Premises Improvement Allowance, or any portion thereof, that Tenant is not then in default beyond any applicable notice and cure period under the Lease at the time Tenant requests application or payment of the New Premises Improvement Allowance, or any portion thereof. Notwithstanding anything herein to the contrary, in the event that Tenant fails to utilize or request application of all or any portion of the New Premises Improvement Allowance on or before the New Premises Improvement Allowance Application Deadline, Tenant shall be deemed to have forfeited the New Premises Improvement Allowance, or such remaining portion thereof, Landlord shall be entitled to the savings resulting therefrom, and Tenant shall receive no further credit therefor.

7. Termination Option.

(a) Exercise of Termination Option. Subject to the terms and provisions of this **Section 7**, Tenant shall have and is hereby granted the one-time right and option (the “**Termination Option**”) to terminate the Lease with respect to all or any portion of the New Premises effective as of October 31, 2030 (the “**Early Termination Date**”), which Termination Option shall be exercised by Tenant, if at all, as follows:

(i) Tenant shall deliver written notice to Landlord of Tenant's exercise of such Termination Option (“**Tenant's Termination Notice**”), together with the Termination Fee (as hereinafter defined), on or before, but not later than, October 31, 2029 (the “**Termination Option Exercise Date**”), and in the event that Tenant fails to deliver Tenant's Termination Notice and the Termination Fee to Landlord on or before the Termination Option Exercise Date, Tenant shall be deemed to have irrevocably waived the Termination Option hereunder, and the same shall be null, void, and of no further force or effect, time being of the essence in the delivery of such Tenant's Termination Notice hereunder; and

(ii) Tenant shall pay to Landlord a termination fee (the “**Termination Fee**”) equal to the sum of the then-unamortized portion (as of the Early Termination Date) of the New Premises Abated Base Rent, the New Premises Improvement Allowance, and any and all leasing commissions and legal fees incurred by Landlord in connection with this Amendment (which costs shall be amortized over the one hundred thirty-six (136) month period commencing upon November 1, 2022 and ending on the Expiration Date, as extended hereby, at a rate of six percent (6%) per annum). The Termination Fee shall be due and payable by Tenant on or before, but in no event later than, Termination Option Exercise Date. Within thirty (30) days following Landlord's receipt of Tenant's written request therefor, Landlord shall provide Tenant with Landlord's calculation of the Termination Fee payable hereunder.

(iii) In the event that Tenant seeks to terminate this Lease as to less than the entirety of the Premises (a “**Partial Termination**”), Tenant's Termination Notice shall include a

description of the portion of the Premises Tenant seeks to return to Landlord (the “**Partial Termination Area**”), which Partial Termination Area shall be selected by Tenant from the pre-approved Partial Termination Options (as hereinafter defined). Within one hundred eighty (180) days after the Effective Date, Tenant shall provide Landlord with up to three (3) space plans depicting different options for the Partial Termination Area (each, a “**Partial Termination Option**”) for Landlord’s review and approval. Each Partial Termination Option shall (i) contain not less than 2,500 rentable square feet, (ii) be a code-compliant, leasable area and (iii) result in the remainder of the Premises being, a code-compliant, leasable area. Landlord and Tenant agree to negotiate together in good faith in order to agree on up to three (3) mutually acceptable Partial Termination Options. In the event of a Partial Termination, (i) the Termination Fee shall be subject to proportionate adjustment consistent with the methodology utilized in arriving at the original Termination Fee, and (ii) Tenant, at its sole cost and expense, shall be responsible for causing the Partial Termination Area to be separately demised, in a code-compliant manner, from the balance of the Premises.

(iv) Tenant shall deliver the Premises or the Partial Termination Area, as the case may be, to Landlord on or before the Early Termination Date in accordance with the terms and conditions of the Lease, the same as if such Early Termination Date were the then-applicable Expiration Date of the Lease.

(b) Additional Conditions to Termination Option. It shall be a condition of Tenant's right to exercise the Termination Option that (i) neither the Lease, nor Tenant's right to possession thereunder, shall have previously been terminated, (ii) Tenant is not then in default under any of the terms, covenants, or conditions of the Lease at the time that Tenant delivers Tenant's Termination Notice or upon the Early Termination Date, and (iii) Tenant shall have paid the Termination Fee in accordance with the requirements set forth herein.

(c) Lease Termination Agreement. In the event that Tenant validly exercises the Termination Option hereunder, Tenant shall, if so requested by Landlord, execute and deliver to Landlord a lease termination agreement or partial lease termination agreement, as the case may be, setting forth the terms of such Termination Option as soon as is commercially reasonable, but in any event prior to the Early Termination Date.

8. Other Lease Provisions. The Lease shall be and is hereby further amended as follows:

(a) Expiration Date. Effective as of the Effective Date hereof, Section 1.7 (Expiration Date) of the Lease shall be and is hereby amended by deleting it in its entirety and by substituting the following in lieu thereof:

“1.7 **Expiration Date:** 11:59 p.m. (local time at the Building) on February 28, 2034.”

(b) Landlord Payment Address. Effective as of the Effective Date hereof, Section 1.12 (Landlord Payment Address) of the Lease shall be and is hereby amended by deleting the Landlord rent payment address set forth therein in its entirety and by substituting the following Landlord rent payment address in lieu thereof:

“For Regular/First Class Mail:

PRIII Sunset Hills Virginia LLC

P.O. Box 821344
Philadelphia, PA 19182-1344

For Overnight/Courier Mail:

PRIII Sunset Hills Virginia LLC
Lockbox # 821344
525 Fellowship Road, Suite 330
Mt. Laurel, NJ 08054-3415”

(c) Operating Charges Base Year. Effective on the Relocation Date, Section 1.15 (Operating Charges Base Year) of the Lease shall be and is hereby amended by deleting it in its entirety and by substituting the following in lieu thereof:

“1.15 **Operating Charges Base Year:** calendar year 2023 (based on 100% occupancy).”

(d) Permit Allotment. Effective on the Relocation Date, Section 1.17 (Permit Allotment) of the Lease shall be amended by deleting it in its entirety and by substituting the following in lieu thereof:

“1.17 **Permit Allotment:** Sixty-one (61) monthly parking permits, located in the Building’s garage (based on a ratio of 3.3:1,000 rsf). Landlord shall provide Tenant five (5) spaces in the garage that will be reserved for Tenant’s exclusive use in the location identified in Exhibit F to the First Amendment to Deed of Lease (Guidance Reserved Parking - 5 Spaces - Rev. 01/17).”

(e) Premises. Effective on the Relocation Date, Section 1.18 (Premises) of the Lease shall be amended by deleting it in its entirety and by substituting the following in lieu thereof:

“1.18 **Premises:** deemed to contain Eighteen Thousand Three Hundred Seventy-One (18,371) square feet of rentable area, all as more particularly designated on Exhibit A.; provided, however, that the Sublease Premises shall be considered part of the Premises until October 31, 2022.”

(f) Real Estate Taxes Base Year. Effective on the Relocation Date, Section 1.19 (Real Estate Taxes Base Year) of the Lease shall be and is hereby amended by deleting it in its entirety and by substituting the following in lieu thereof:

“1.19 **Real Estate Taxes Base Year:** calendar year 2023 (based on 100% occupancy).”

(g) Tenant’s Proportionate Share. Effective on the Relocation Date, Section 1.23 (Tenant’s Proportionate Share) of the Lease shall be and is hereby amended by deleting it in its entirety and by substituting the following in lieu thereof:

“1.23 **Tenant’s Proportionate Share:** 18.22% for Operating Charges, and 18.22% for Real Estate Taxes.”

(h) Assignment and Subletting. Effective as of the Effective Date hereof, Section 7.1 of the Lease shall be and is hereby amended by deleting clause (vii) therefrom in its entirety.

(i) Option to Renew. Effective as of the Effective Date hereof, Article XXVI (Option to Renew) of the Lease shall be and is hereby amended as follows:

(i) Section 26.1 thereof shall be and is hereby deleted in its entirety and replaced with the following:

“Tenant shall have the right to extend the term of this Lease for one (1) additional period of five (5) years commencing on March 1, 2034 and ending on February 28, 2039 (the “**Renewal Term**”), upon the following conditions:”

(ii) Subsection 26.1(c) thereof shall be and is hereby deleted in its entirety and replaced with the following:

“Tenant has delivered to Landlord written notice of its intention to exercise this option, not more than fifteen (15) months nor less than twelve (12) months prior to the end of the Lease Term; and”

(j) Right of First Offer. Article XXVII (Right of First Offer) of the Lease is hereby deleted in its entirety.

(k) Landlord Insured Parties. Effective as of the Effective Date hereof, Rider 1 (General Definitions) of the Lease shall be and is hereby amended by deleting the definition of “Landlord Insured Parties” in its entirety and replacing it with the following:

“**Landlord Insured Parties**: Landlord, PRIII Penzco Member LLC, PRIII DC Metro Investor LLC, PR III Office REIT LLC, PRISA III REIT Operating L.P., PRISA III Fund REIT, Inc., PRISA III Fund, L.P., The Prudential Insurance Company of America; and PGIM, Inc.; and any designated affiliates of the foregoing, and any other legal or d/b/a name under which the foregoing entities do business from time-to-time.”

(l) Floor Plan. Effective as of the Effective Date hereof, Exhibit A to the Lease shall be and is hereby amended by deleting it in its entirety and by substituting Exhibit A (Plan Showing New Premises) attached hereto in lieu thereof.

9. Security Deposit. It is acknowledged and agreed that (i) Landlord is currently holding the sum of Sixty-Six Thousand Nine Hundred Eighty-Six and 26/100 Dollars (\$66,986.26) as the Security Deposit pursuant to the terms and provisions of Article XI (Security Deposit) of the Lease, and (ii) Landlord shall continue to hold the aforementioned sum as the Security Deposit during the Term, as extended hereby, subject to the terms and provisions of said Article XI (Security Deposit) of the Lease.

10. Tenant Compliance.

(a) OFAC Compliance. Tenant certifies, represents, warrants and covenants to Landlord that: (i) it is not, and shall not during the Lease Term become, a person or entity with whom Landlord is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H. R. 3162, Public Law 107-56 (commonly known as the “USA Patriot Act”) and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, “**Anti-Terrorism Laws**”), including, without limitation, persons and entities named on the Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List (collectively,

“**Prohibited Persons**”); (ii) to the best of its knowledge, it is not currently engaged in any transactions, provision of services to, or dealings with, or otherwise associated with, any Prohibited Persons, nor otherwise engaged in any activity that would violate Anti-Terrorism Laws in connection with the use or occupancy of the Premises or the Building; and (iii) it will not, during the Lease Term, engage in any transactions, provide services to, deal with, or be otherwise associated with, any Prohibited Persons, nor will it engage in any other activity that would violate Anti-Terrorism Laws in connection with the use or occupancy of the Premises or the Building.

(b) Anti-Corruption Compliance. Tenant certifies, represents, warrants and covenants to Landlord that it shall not during the Lease Term engage in activities that would violate the provisions of the U.S. Foreign Corrupt Practices Act and the anti-bribery laws of other nations generally. Accordingly, (i) Tenant has not, and shall not, in connection with its performance under this Lease, or in connection with any other business transactions involving Landlord or the Premises, made, promised, or offered to make any payment or transfer of anything of value, directly or indirectly to any US or non-US government official or to an intermediary for payment to any such government official; and (ii) Tenant has not, and shall not, in connection with its performance under this Lease, or in connection with any other business transactions involving Landlord or the Premises, made, promised, or offered to make any payments or transfers of value that have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

(c) Anti-Money Laundering Compliance. Tenant certifies, represents, warrants and covenants to Landlord that it shall not during the Lease Term engage in activities that would violate the provisions of the US Bank Secrecy Act as amended by the USA Patriot Act. In this regard Tenant will not engage in, facilitate or permit the Premises or the Building to be used in connection with transactions that in any way involve the proceeds of crime under US law or are related to the financing of terrorist activities. Further, Tenant will not use proceeds of crime to pay its obligations under the Lease.

(d) Breach. If at any time after the date hereof Tenant becomes a Prohibited Person or is accused by The Office of Foreign Assets Control or other Federal Authorities of being associated with a person designated as a Prohibited Person, then it shall notify Landlord within five (5) business days after becoming aware of such designation. If at any time after the date hereof Tenant becomes a Prohibited Person or Tenant otherwise breaches any certification, representation, warranty or covenant set forth in this Section 10, then such event shall constitute an event of default hereunder, entitling Landlord to any and all remedies under the Lease or at law or in equity (including the right to terminate this Lease), without affording Tenant any notice or cure period. Tenant hereby agrees to defend (with counsel reasonably acceptable to Landlord), indemnify, and hold harmless Landlord from and against any and all claims arising from or related to any such breach of the foregoing certifications, representations, warranties and covenants. Tenant’s indemnification obligations in this Section 10 shall survive the expiration or earlier termination of this Lease.

11. Brokers. Tenant hereby represents and warrants to Landlord that Tenant has not dealt with any broker, agent, or finder in connection with this Amendment, other than G&E Real Estate Inc. d/b/a Newmark (“**Newmark**”) and Clarefield Partners (“**Clarefield**”), and Tenant agrees to indemnify, defend, and hold Landlord, Landlord’s property manager, and their respective members, principals, officers, employees, agents, affiliates, successors, and assigns harmless from and against any and all claims, damages, judgments, liabilities, liens, proceedings, costs, and expenses (including, without limitation, court costs and reasonable attorneys’ fees) arising from any claims or demands of any broker, agent, or finder, other than Newmark and Clarefield, with whom Tenant has dealt or is alleged to have dealt for any commission or fee due or alleged to be due in connection with this Amendment.

12. Miscellaneous.

(a) Tenant hereby certifies and acknowledges that, as of the Effective Date hereof, (i) Landlord is not in default in any respect under the Lease, (ii) Tenant does not have any defenses to its obligations under the Lease, (iii) Tenant is not in default of any of its obligations under the Lease, and (iv) the Lease is valid, binding, and enforceable in accordance with its terms.

(b) This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Other than as expressly set forth in this Amendment, under no circumstances shall Tenant be entitled to any Rent abatement, improvement allowance, leasehold improvements, or other work related to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease or any prior amendment, in connection with this Amendment. The mutual obligations of the parties as provided herein are the sole consideration for this Amendment.

(c) Tenant agrees that neither Tenant nor its agents or any other parties acting on behalf of Tenant shall disclose any matters set forth in this Amendment or disseminate or distribute any information concerning the terms, details or conditions hereof to any person, firm or entity (other than its attorneys, brokers and other agents) without obtaining the express written consent of Landlord.

(d) The recitals to this Amendment are incorporated into the body of this Amendment as if restated herein.

(e) Interpretation of this Amendment shall be governed by the laws of the Commonwealth of Virginia.

(f) Each party to this Amendment represents that its signatory has the authority to execute and deliver the same on behalf of the party for which such signatory is acting.

(g) This Amendment shall not be binding until executed and delivered by both parties. This Amendment may not be amended except in writing signed by both parties.

(h) Signatures to this Amendment transmitted by electronic means shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Amendment with its actual signature upon the request of the other party, but a failure to do so shall not affect the enforceability of this Amendment, it being expressly agreed that each party to this Agreement shall be bound by its own electronically transmitted signature and shall accept the electronically transmitted signature of the other party to this Amendment.

(i) This Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

(j) From and after the Effective Date hereof, all references to the term "Lease" or words of similar import that are contained in the Lease and any amendments or modifications thereto, shall hereinafter refer to the Lease as modified by this Amendment.

(k) Except as set forth in this Amendment, the terms, covenants, conditions, and agreements of the Lease shall remain unmodified and otherwise in full force and effect. In the event of any inconsistency between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall govern and control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date first above written.

LANDLORD:

PRIM SUNSET HILLS VIRGINIA LLC, a
Delaware limited liability company

By: Penzance Management LLC, a Delaware limited liability
company, property management agent for Landlord

DocuSigned by:

Michael Lefkowitz
Title: Authorized Signatory

TENANT:

GUIDANCE RESIDENTIAL, LLC, a
Delaware limited liability company

DocuSigned by:

By: Heidi Partida
Name: Heidi Partida
Title: EVP, Corporate Governance

EXHIBIT A
PLAN SHOWING NEW PREMISES

EXHIBIT B**WORK LETTER**

THIS WORK LETTER is attached as **Exhibit B** to the Lease between PRIII Sunset Hills Virginia LLC, as Landlord, and Guidance Residential, LLC, as Tenant, and constitutes the further agreement between Landlord and Tenant as follows:

1. New Premises Improvement Work. The New Premises Improvement Work shall be constructed by Tenant, at Tenant's sole cost and expense (except for the New Premises Improvement Allowance), in accordance with the Final Plans to be submitted by Tenant and reviewed and approved by Landlord in accordance with the provisions of Paragraph 2 of this **Exhibit B**. For avoidance of doubt, Tenant, at its sole cost and expense, shall be responsible for causing the New Premises to be separately demised, in a code-compliant manner, from the balance of the third (3rd) floor of the Building.

(a) Landlord shall have no obligation to construct or to pay for the construction of the New Premises Improvement Work. However, Landlord agrees to contribute toward the cost of construction of the New Premises Improvement Work the cash sum equal to the New Premises Improvement Allowance. The New Premises Improvement Allowance will be reduced by a coordination fee/construction management fee payable to Landlord equal to one percent (1%) of the hard costs of construction to review Tenant's plans or five percent (5%) if Landlord manages the New Premises Improvement Work. The New Premises Improvement Allowance will be further reduced by any consulting or architectural fees and by any inspection or permitting fees incurred by Landlord. Notwithstanding anything in the Lease or in this Work Letter to the contrary, the New Premises Improvement Allowance may not be used as a credit against Rent or for any improvements or alterations for the occupancy of the New Premises by any sublessee or assignee of Tenant, to the extent any sublease or assignment is permitted by the terms of the Lease.

(b) **Disbursements of New Premises Improvement Allowance.** Funds may be drawn against the New Premises Improvement Allowance at any time and from time to time following the Effective Date hereof, but not after December 31, 2022 (the "**New Premises Improvement Allowance Application Deadline**"), subject to the following:

(i) Tenant shall have given Landlord a written request for any desired disbursement (a "**Disbursement Request**"), specifying the amount of the requested disbursement and accompanied by a written statement by Tenant describing the expenses to be paid from such disbursement. Tenant may not make more than one (1) Disbursement Request in any calendar month;

(ii) Except for the final Disbursement Request, the maximum amount of any Disbursement Request shall not exceed an amount which bears the same ratio to the total New Premises Improvement Allowance as the cost of the New Premises Improvement Work paid by Tenant and covered by the lien waivers and other documentation submitted by Tenant in connection with the Disbursement Request bears to the total cost of the New Premises Improvement Work;

(iii) With each Disbursement Request, Tenant shall submit to Landlord the following documents:

(1) A true and correct copy of the application for payment by Tenant's contractors for the New Premises Improvement Work

completed to date, including contractor's affidavits and sworn statements evidencing the cost of the New Premises Improvement Work performed to date;

- (2) contractor and subcontractor lien waivers or partial lien waivers in the forms attached hereto as **Exhibit B-1** and **Exhibit B-2**, as appropriate, and such other evidence satisfactory to Landlord in its reasonable judgment, evidencing that all previous disbursements from the New Premises Improvement Allowance have been properly applied to pay for those costs for which such previous disbursements were made;
- (3) Tenant's certification to Landlord that the amounts set forth in all contractors' sworn statements are owed to Tenant's contractors for the New Premises Improvement Work performed to date;
- (4) The total cost of the New Premises Improvement Work based on the Plans, or any modifications thereof, as such cost may change from time to time;
- (5) With the final draw request, Tenant shall submit to Landlord a certificate from Tenant's architect stating that the New Premises Improvement Work has been completed substantially in accordance with the approved plans and specifications therefor and otherwise in accordance with applicable zoning, building, environmental, and other Laws; and
- (6) Such additional reasonable and customary documentation as may be required by Landlord.

(iv) So long as Tenant is not then in default beyond any applicable notice and cure period under the Lease, Landlord will endeavor to disburse the portion of the New Premises Improvement Allowance allocable to each Disbursement Request to Tenant or Tenant's contractors within thirty (30) days after Tenant and Tenant's contractors have submitted all of the required information for such disbursement (as determined by Landlord), and has otherwise complied with the requirements hereof.

(v) Landlord shall not have any responsibility to Tenant (A) to see that any work for which reimbursement is requested hereunder is constructed in accordance with applicable plans and specifications, or that such work will be completed, or that sufficient funds (above and beyond the New Premises Improvement Allowance) are available for completion, or (B) for mechanics' liens or claims by contractors, subcontractors, materialmen or any others hired by Tenant to do work in the New Premises, subject to Landlord's obligations hereunder to disburse New Premises Improvement Allowance. Additionally, Landlord shall not be required to disburse funds in excess of the New Premises Improvement Allowance.

(vi) Except for the final disbursement of the New Premises Improvement Allowance, in no event will any monthly disbursement cause the aggregate amount of all monthly disbursements to exceed ninety percent (90%) of the total New Premises Improvement Allowance. At the time of Substantial Completion and upon satisfaction of the foregoing

conditions, together with Landlord's receipt of final contractor and subcontractor lien waivers in the forms attached hereto as Exhibit B-2, a final signed inspection record for the Premises from Fairfax County, and a complete set of the final "as built" plans and specifications substantially conforming to the Final Plans in CAD format, Landlord shall disburse the final ten percent (10%) of New Premises Improvement Allowance (plus any other portion of the New Premises Improvement Allowance (i.e., exclusive of the ten percent (10%) retainage) that then remains unfunded to the extent Tenant is entitled to receive the same). Even if prior disbursements were sent directly to the general contractor, Tenant shall have the right to request that the final disbursement be paid out to Tenant. Notwithstanding anything herein to the contrary, in no event shall Landlord be required to spend in excess of the New Premises Improvement Allowance with respect to the construction of the New Premises Improvement Work. Tenant shall be and remain responsible for, and shall pay as and when due, any and all costs and expenses of such New Premises Improvement Work which are in excess of the New Premises Improvement Allowance available hereunder.

(vii) If the actual cost of the New Premises Improvement Work is less than the New Premises Improvement Allowance, then Tenant shall not receive any credit whatsoever for the difference between the actual cost of the New Premises Improvement Work and the New Premises Improvement Allowance except as expressly provided herein

(c) Common Area Bathroom Work. Notwithstanding anything to the contrary contained herein or in the Lease, the Landlord and Tenant agree that the New Premises Improvement Work shall include work required to upgrade the common area bathrooms on the third (3rd) floor of the Building (the "CAB Work"). Landlord agrees to contribute toward the cost of the CAB Work the cash sum equal to the Thirty Thousand Dollars (\$30,000) (the "CAB Allowance"). For avoidance of doubt, the CAB Allowance shall be in addition to the New Premises Improvement Allowance. Funds may be drawn against the CAB Allowance at any time and from time to time following the Effective Date hereof (but not after the New Premises Improvement Allowance Application Deadline), solely for application against the cost of the CAB Work. Disbursements of the CAB Allowance shall be made in the same manner and shall be subject to the same requirements as are set forth in Section 1(b) above with respect to disbursements of the New Premises Improvement Allowance. Notwithstanding anything to the contrary contained herein or in the Lease, one hundred percent (100%) of the CAB Allowance shall be applied to the cost of the CAB Work. If the actual cost of the CAB Work is less than the CAB Allowance, then Tenant shall not receive any credit whatsoever for the difference between the actual cost of the CAB Work and the CAB Allowance.

2. Preparation and Review of Plans for New Premises Improvement Work. Tenant has retained an architect licensed in the Commonwealth of Virginia (the "Architect"), and the Architect has prepared (or will prepare) certain plans, drawings and specifications (the "Preliminary Plans") for the construction of the New Premises Improvement Work (including the CAB Work) to be installed in the New Premises by a general contractor selected by Tenant pursuant to this Work Letter. Tenant shall deliver the Preliminary Plans to Landlord within thirty (30) days after the date of this Lease. Landlord shall have seven (7) business days after Landlord's receipt of the proposed Preliminary Plans to review the same and notify Tenant in writing of any comments or required changes, or to otherwise give its approval or disapproval of such proposed Preliminary Plans. If Landlord fails to give written comments to or approve the Preliminary Plans within such seven (7) business day period, Tenant may give Landlord a written reminder notice requesting Landlord's approval or disapproval of the Preliminary Plans (a "Reminder Notice") (which Reminder Notice shall have a heading in bold type and all caps stating: "**FAILURE TO RESPOND SHALL RESULT IN A DEEMED APPROVAL OF TENANT'S PLANS**"). If Landlord shall fail to give written comments to or approve the Preliminary Plans within five (5) days after Tenant delivers the Reminder Notice, then Landlord shall be deemed to have accepted

the Preliminary Plans as submitted. Tenant shall have ten (10) business days following its receipt of Landlord's comments and objections to redraw the proposed Preliminary Plans in compliance with Landlord's request and to resubmit the same for Landlord's final review and approval or comment within five (5) business days of Landlord's receipt of such revised plans. Such process shall be repeated twice and if at such time final approval by Landlord of the proposed Preliminary Plans has not been obtained, then Landlord shall complete such Preliminary Plans, at Tenant's sole cost and expense, to reflect Landlord's objections or comments. Within thirty (30) days after Landlord has approved the Preliminary Plans, Tenant shall have the Architect prepare the Final Plans (as hereinafter defined). The "Final Plans" shall include the complete and final layout, plans and specifications for the New Premises showing all doors, light fixtures, electrical outlets, telephone outlets, wall coverings, plumbing improvements (if any), floor coverings, wall coverings, painting, any other improvements to the New Premises beyond the shell and core improvements provided by Landlord and any demolition of existing improvements in the New Premises. The improvements shown in the Final Plans shall (i) be compatible with the shell and core improvements and the design, construction and equipment of the New Premises, and (ii) comply with all applicable laws, rules, regulations, codes and ordinances. Tenant, using the Architect, shall prepare or cause to be prepared and submitted the Final Plans, concurrently, and in each case by receipted courier or delivery service, to Landlord's construction representative, Dean Neiman, c/o Penzance, 1680 Wisconsin Avenue, NW, Suite 300, Washington, DC, 20007 ("Landlord's Construction Representative"), for Landlord's review and approval, which shall be consistent with the description of the New Premises Improvement Work set forth in the Preliminary Plans.

(a) Each set of proposed Final Plans furnished by Tenant shall include at least two (2) sets of prints, unless provided electronically. The Final Plans shall be compatible with the design, construction, and equipment of the Building, shall be capable of logical measurement and construction, and shall demise the New Premises so that the remaining space on the floor is a leaseable and code-compliant area. Unless Landlord shall otherwise agree in writing, the Final Plans shall be signed/stamped by the Architect, and shall include (to the extent relevant or applicable) such additional plans reasonably requested by Landlord related to the New Premises Improvement Work, including, without limitation, any and all additional plans related to Tenant's specific use of the New Premises, or as may be required by local city ordinance or building code.

(b) Tenant shall submit all Final Plans concurrently to Landlord's construction representative and offices, as designated above, for Landlord's review and approval. Landlord shall have seven (7) business days after Landlord's receipt of the proposed Final Plans to review the same and notify Tenant in writing of any comments or required changes, or to otherwise give its approval or disapproval of such proposed Final Plans. If Landlord fails to give written comments to or approve the Final Plans within such seven (7) business day period, then Tenant may give Landlord a written Reminder Notice requesting Landlord's approval or disapproval of the Final Plans. If Landlord shall fail to give written comments to or approve the Final Plans within five (5) days after Tenant delivers the Reminder Notice, then Landlord shall be deemed to have accepted the Final Plans as submitted. Tenant shall have ten (10) business days following its receipt of Landlord's comments and objections to redraw the proposed Final Plans in compliance with Landlord's request and to resubmit the same for Landlord's final review and approval or comment within ten (10) business days of Landlord's receipt of such revised plans. Such process shall be repeated as necessary until final approval by Landlord of the proposed Final Plans has been obtained. Landlord may at any time by written notice given in accordance with the notice provisions of the Lease change the name and/or address of the designated Landlord's construction representative to receive plans delivered by Tenant to Landlord. In the event that Tenant disagrees with any of the changes to the proposed Final Plans required by Landlord, then Landlord and Tenant shall consult with respect thereto and each party shall use all reasonable efforts to promptly resolve any disputed elements of such proposed Final Plans. If such Final Plans are not resolved by Landlord and Tenant, then Tenant shall accept Landlord's final changes to the proposed Final Plans. For purposes

hereof, "business days" shall be all calendar days except Saturdays and Sundays and holidays observed by national banks in the State in which the Building is situated.

(c) Notwithstanding the preceding provisions of this Paragraph 2, under no circumstances whatsoever shall (i) any combustible materials be utilized above finished ceiling or in any concealed space, (ii) any structural load, temporary or permanent, be placed or exerted on any part of the Building without the prior written approval of Landlord, or (iii) any holes be cut or drilled in any part of the roof or other portion of the Building shell without the prior written approval of Landlord.

(d) In the event that Tenant proposes any changes to the Final Plans (or any portion thereof) after the same have been approved by Landlord, Landlord shall not unreasonably withhold its consent to any such changes, provided the changes do not, in Landlord's reasonable opinion, adversely affect the Building structure, systems, or equipment, or the external appearance of the New Premises.

(e) As soon as the Final Plans (or a portion thereof sufficient to permit commencement of construction or installation of the New Premises Improvement Work, if Tenant elects to proceed with a "fast track" construction) are mutually agreed upon, Tenant shall use diligent efforts to obtain all required permits, authorizations, and licenses from appropriate governmental authorities for construction of the New Premises Improvement Work (or such portion thereof, as applicable).

3. Construction of the New Premises Improvement Work. Construction or installation of the New Premises Improvement Work shall be performed by a licensed general contractor or contractors selected by Tenant and approved by Landlord, such approval not to be unreasonably withheld or delayed (the "Tenant's Contractor," whether one or more), pursuant to a written construction contract (using the applicable AIA form) negotiated and entered into by and between the Tenant's Contractor and Tenant and approved by Landlord. Each such contract shall (i) obligate Tenant's Contractor to comply with all rules and regulations of Landlord relating to construction activities in the Building, (ii) name Landlord as an additional indemnitee under the provisions of the contract whereby the Tenant's Contractor holds Tenant harmless from and against any and all claims, damages, losses, liabilities and expenses arising out of or resulting from the performance of such work, (iii) name Landlord as a beneficiary of (and a party entitled to enforce) all of the warranties of the Tenant's Contractor with respect to the work performed thereunder and the obligation of the Tenant's Contractor to replace defective materials and correct defective workmanship for a period of not less than one (1) year following final completion of the work under such contract, (iv) evidence the agreement of the Tenant's Contractor that the provisions of the Lease shall control over the provisions of the contract with respect to distribution or use of insurance proceeds, in the event of a casualty during construction, and (v) evidence the waiver and release by the Tenant's Contractor of any lien or right to assert a lien on all or any portion of the fee estate of Landlord in and to the Building as a result of the work performed or to be performed thereunder (and obligating the Tenant's Contractor to include a substantially similar release and waiver provision in all subcontracts and purchase orders entered under or pursuant to the contract).

(a) Tenant acknowledges and understands that all roof penetrations and all improvements that affect the Building systems, including, without limitation, HVAC, fire/life safety, and MEP systems, in the construction of the New Premises Improvement Work must be performed by the Landlord's designated Building contractor. All costs, fees and expenses incurred with such contractor in performing such work shall be a cost of the New Premises Improvement Work, payable in accordance with the provisions of this Exhibit B. Landlord shall be responsible for all water, gas, electricity, sewer or other utilities used or consumed at the Premises during the construction of the New Premises Improvement Work; provided, however, that Tenant shall be responsible for any excessive or atypical usage of water, gas, electric, sewer, or other utilities used or consumed at the Premises during the construction of the New Premises Improvement Work.

(b) Tenant specifically agrees to carry, or cause the Tenant's Contractor to carry, during all such times as the Tenant's work is being performed, (i) special causes of loss form property insurance, "All Risk" or "Causes of Loss", covering all the New Premises Improvement Work and Alterations, in an amount not less than the full replacement cost of all such New Premises Improvement Work and Alterations, with a waiver of depreciation and a maximum deductible of \$25,000.00 endorsed to show a waiver of subrogation by the insurer in favor of the Landlord, as well as property insurance covering all equipment and tools used by Tenant's Contractor, in an amount not less than the full replacement cost of all such equipment and tools, (ii) commercial general liability insurance providing coverage on an occurrence form against bodily injury and disease, including death resulting therefrom, bodily injury and property damage, and premises operations, products/completed operations hazard and contractual liability coverage, including third-party action over coverage, to a combined single limit of \$1,000,000 to one or more than one person as the result of any one accident or occurrence, \$2,000,000 General Aggregate and \$2,000,000 Completed Operations Aggregate, per project, with no deductible or self-insured retention under such policy, (iii) Business Automobile Liability Insurance on an occurrence basis insuring against liability arising out of the ownership, maintenance or use of any owned, hired, borrowed and non-owned vehicle in an amount of not less than \$1,000,000 combined single limit each accident, (iv) workers' compensation insurance as required by law, endorsed to show a waiver of subrogation by the insurer to any claim the Tenant's Contractor may have against Landlord, and employer's liability insurance to the limit of \$1,000,000 per accident and per disease per employee, and \$1,000,000 for disease aggregate with respect to any work or operations on or about the Premises, or in connection with the Premises or its operation, (v) Umbrella / Excess Liability Insurance in an amount of not less than \$5,000,000.00 per occurrence on terms consistent with the commercial general liability, the business automobile liability and the employer's liability insurance policies required in clauses (ii), (iii), and (iv) hereof, (vi) Business Interruption Insurance/Loss of Rents for all perils required to be covered by the property insurance set forth in clause (i) herein above on an actual loss sustained basis in an amount equal to one hundred percent (100%) of the projected gross revenue from the Premises (less non-continuing expenses) for a minimum period of restoration of eighteen (18) months plus an extended period of indemnity endorsement of at least twelve (12) months, (vii) Equipment Breakdown (also known as boiler and machinery) Insurance, if applicable, (viii) Contractor's Pollution Liability, if applicable, to a combined single limit of \$1,000,000 to one or more than one person as the result of any one accident or occurrence, \$2,000,000 General Aggregate, and (ix) Errors and Omissions / Design Professional Liability, if applicable, to a combined single limit of \$1,000,000 to one or more than one person as the result of any one accident or occurrence, \$2,000,000 General Aggregate. Landlord, Landlord's agent, Landlord's property manager, mortgagee, and Designated Landlord Parties shall be named additional insureds (on a primary and non-contributory basis) on each of said policies (excluding the worker's compensation policy) and in the case of property, business interruption and equipment breakdown insurance, shall name Landlord as Loss Payee, providing that the loss thereunder shall be payable to Landlord. Tenant shall not commence construction of the New Premises Improvement Work until Landlord has issued to Tenant a written authorization to proceed with construction after Tenant has delivered to Landlord's construction representative (A) certificates of the insurance policies described above, (B) copies of all permits or trade permits required for demolition of existing improvements and/or construction of the New Premises Improvement Work and, with respect to construction of the New Premises Improvement Work, a copy of the permitted Final Plans as approved by the appropriate governmental agency, and (C) a copy of each signed construction contract for the New Premises Improvement Work (a copy of each subsequently signed contract shall be forwarded to Landlord's construction representative without request or demand, promptly after execution thereof and prior to the performance of any work thereunder). All of the construction work shall be the responsibility of and supervised by Tenant.

4. Requirements for Tenant's Work. All of Tenant's construction with respect to the New Premises shall be performed in substantial compliance with this **Exhibit B** and the Final Plans

therefor previously approved in writing by Landlord (and any changes thereto approved by Landlord as herein provided), and in a good and workmanlike manner, utilizing only new materials. All such work shall be performed by Tenant in strict compliance with all applicable building codes, regulations and all other legal requirements. All materials utilized in the construction of Tenant's work must be confined to within the New Premises, with the exception of any work being performed in the Common Area lobby on the third (3rd) floor of the Building, to be coordinated between Tenant and Landlord. All trash and construction debris not located wholly within the New Premises must be removed each day from the Project at the sole cost and expense of Tenant. Landlord shall have the right at all times to monitor the work for compliance with the requirements of this **Exhibit B**. If Landlord determines that any such requirements are not being strictly complied with, Landlord may immediately require the cessation of all work being performed in or around the New Premises until such time as Landlord is satisfied that the applicable requirements will be observed. Any approval given by Landlord with respect to Tenant's construction or the Preliminary Plans or Final Plans therefor, and/or any monitoring of Tenant's work by Landlord, shall not make Landlord liable or responsible in any way for the condition, quality or function of such matters or constitute any undertaking, warranty or representation by Landlord with respect to any of such matters.

5. No Liens; Indemnification. Tenant shall have no authority to place any lien upon the New Premises, or the Building, or any portion thereof or interest therein, nor shall Tenant have any authority in any way to bind Landlord, and any attempt to do so shall be void and of no effect. If, because of any actual or alleged act or omission of Tenant, or Tenant's Contractor, or any subcontractors or materialmen, any lien, affidavit, charge or order for the payment of money shall be filed against Landlord, the New Premises, the Building, or any portion thereof or interest therein, whether or not such lien, affidavit, charge or order is valid or enforceable, Tenant shall, at its sole cost and expense, cause the same to be discharged of record by payment, bonding or otherwise no later than fifteen (15) days after notice to Tenant of the filing thereof, but in any event prior to the foreclosure thereof. With respect to the contract for labor or materials for construction of the New Premises Improvement Work, Tenant acts as principal and not as the agent of Landlord. Landlord expressly disclaims liability for the cost of labor performed for or supplies or materials furnished to Tenant. Landlord may post one or more "notices of non-responsibility" for Tenant's work on the Building. No contractor of Tenant is intended to be a third-party beneficiary with respect to the Landlord's Construction Allowance, or the agreement of Landlord to make such Landlord's Construction Allowance available for payment of or reimbursement for the costs of construction of the New Premises Improvement Work. Tenant agrees to indemnify, defend and hold Landlord, the New Premises and the Project, harmless from all claims (including all costs and expenses of defending against such claims) arising or alleged to arise from any act or omission of Tenant or Tenant's agents, employees, contractor, subcontractors, suppliers, materialmen, architects, designers, surveyors, engineers, consultants, laborers, or invitees, or arising from any bodily injury or property damage occurring or alleged to have occurred incident to any of the work to be performed by Tenant or its contractors or subcontractors with respect to the New Premises. Any Default by Tenant under this **Exhibit B** shall constitute a default by Tenant under the Lease for all purposes. Additionally, any approval given by Landlord with respect to the New Premises Improvement Work or the Final Plans and/or any monitoring of the construction of the New Premises Improvement Work by Landlord shall not make Landlord liable or responsible in any way for the condition, quality or function of such matters or constitute any undertaking, warranty or representation by Landlord with respect to any such matters.

6. Access by Tenant. Landlord will permit Tenant and Tenant's Contractors to enter the New Premises after the date of this Amendment (but, in any event, only after such time as (i) such entry is permitted under applicable Laws, (ii) Tenant has submitted certificates of insurance evidencing all of the coverage required to be carried by Tenant under the Lease (including this **Exhibit B**), (iii) if the New Premises are separately metered, Tenant has delivered to Landlord written evidence that Tenant has contracted, in Tenant's name, with the applicable utility providers for all utility services to be delivered to

the New Premises, and (iv) Tenant is otherwise in compliance with the terms and provisions of the Lease) to enable Tenant to accelerate completion of the New Premises Improvement Work, provided that Tenant shall fully perform and comply with each of the following covenants, conditions and requirements:

(a) Tenant and Tenant's Contractors shall work in harmony and not interfere with Landlord and Landlord's agents in performing work for other tenants and occupants of the Building, and if at any time such entry shall in the judgment of Landlord cause or threaten to cause disharmony or interference, Landlord shall have the right to withdraw such permission upon twelve (12) hours' written notice.

(b) Tenant agrees that any such entry into the New Premises shall be deemed to be under all of the terms, covenants, conditions, and provisions of the Lease except the covenant to pay Rent, and further agrees that any injury, loss, or damage which may occur to any of Tenant's work or installations made in the New Premises or to property placed therein prior to the Relocation Date shall be and remain subject to the waiver and insurance provisions of the Lease. In the event any of Tenant's Contractor's causes any damage to property of Landlord or others, Tenant shall cause such damage to be repaired at Tenant's expense, and if Tenant fails to cause such damage to be repaired promptly upon Landlord's demand therefor, Landlord may in addition to any other rights or remedies available to Landlord under the Lease or at law or equity cause such damage to be repaired, in which event Tenant shall promptly upon Landlord's demand pay to Landlord the cost of such repairs as Rent.

(c) All Tenant's Contractors shall use only those entrances designated by Landlord for ingress and egress of personnel, and the delivery and removal of equipment and material through or across any common areas of the Building or the parking areas shall only be permitted with the written approval of Landlord and during hours determined by Landlord. Landlord shall have the right to order Tenant or any of Tenant's Contractors that violates the above requirements to cease work and remove it, its equipment, and its employees from the Building.

(d) During the performance of the New Premises Improvement Work, Tenant shall be solely responsible for providing trash removal service at Tenant's expense and from a location designated by Landlord. Tenant shall be responsible for breaking down boxes and placing trash in Landlord's containers at such designated location. Tenant shall accumulate its trash in containers supplied by Tenant and Tenant shall not permit trash to accumulate within the New Premises or in the corridors or public areas adjacent to the New Premises or the Building. Tenant shall cause each of Tenant's Contractors to abide by the provisions of this Work Letter as to the storage of trash and shall require each such Tenant's Contractor to perform its work in a way that dust and dirt is contained entirely within the New Premises and not within any other portion of the Building, and shall cause Tenant's Contractors to leave the New Premises broom clean at the end of each day. Should Landlord deem it necessary to remove Tenant's trash because of accumulation, an additional charge to Tenant will be on a time and material basis.

(e) Tenant agrees that all services and work performed on the New Premises by, on behalf of, or for the account of Tenant, including installation of materials and personal property delivered to the New Premises shall be done in a good and workmanlike manner using grades of material which shall in no event be less than Building-standard in quality and quantity, and shall be performed in accordance with applicable Laws.

7. Substantial Completion. "Substantial Completion" (or any grammatical variant thereof) of construction of the New Premises Improvement Work shall be defined as (i) the date upon which Landlord's Construction Representative (or other consultant engaged by Landlord) determines that

the New Premises Improvement Work have been substantially completed in accordance with the Final Plans, and (ii) the date upon which all final inspections of the New Premises Improvement Work have been completed by Fairfax County. After the completion of the New Premises Improvement Work, Tenant shall, upon demand, execute and deliver to Landlord a letter of acceptance of improvements performed on the New Premises. The failure of Tenant to take possession of or to occupy the New Premises shall not serve to relieve Tenant of obligations arising on the Commencement Date or delay the payment of Rent by Tenant.

EXHIBIT B-1**FORMS OF PARTIAL LIEN WAIVER****CONTRACTOR AFFIDAVIT AND PARTIAL
WAIVER OF CLAIMS AND LIENS**

DISTRICT/STATE/COMMONWEALTH OF _____)
) ss.
 CITY/COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be a credible person and officer of _____ (“Contractor”) and who, being duly sworn, upon his oath declares and acknowledges as follows:

1. I am the duly authorized agent for Contractor, which has authorized me to make this affidavit, to enter into the agreements and to grant the waivers and releases herein set forth, on its behalf and as its acts and deeds. All the statements in this affidavit are true and correct.

2. **PRIII SUNSET HILLS VIRGINIA LLC** (“Owner”) and _____ (“Tenant”) entered into a lease related to certain real property located in Fairfax County, Virginia, described in Exhibit A attached hereto and hereby made a part hereof (“Land”).

3. Pursuant to an agreement dated _____, 20____ between Contractor and Tenant, Contractor has supplied materials and performed labor in connection with the construction of improvements upon the Land. These improvements are more particularly described as construction of _____ (“Improvements”).

4. Contractor has received payment in the amount of _____ Dollars (\$ _____) [insert total of all payments received to date], for all materials supplied and labor performed by or on behalf of Contractor in connection with the Land or Improvements during the period through _____, 20____. [Insert date of end of prior progress payment period.] Accordingly, Contractor waives and releases any and all liens, claims, causes of action, suits, demands, rights and interests (whether choate or inchoate and including, without limitation, all mechanic’s and materialman’s liens under the Constitution and statutes of the District/State/Commonwealth of Virginia) owned, claimed, or held by Contractor against Owner, Owner’s lenders or guarantors, Tenant, and/or the Land or Improvements or any part thereof by reason of materials supplied or labor performed in connection with the Land or Improvements or for any other reason through _____, 20____ [insert date of end of prior progress payment period] but excluding only any and all liens, claims, causes of action, suits demands, rights and interests arising from retainage as set forth in the above-referenced agreement that has not been paid to Contractor.

5. In consideration of and conditioned upon receipt of _____ Dollars (\$ _____) [insert amount approved for payment in present Application for Payment], the sufficiency of which is hereby acknowledged, Contractor waives and releases any and all liens, claims, causes of action, suits, demands, rights and interests (whether choate or inchoate and including, without limitation, all mechanic’s and materialman’s liens under the Constitution and statutes of the District/State/Commonwealth of Virginia) owned, claimed or held by Contractor against Owner,

Owner's lenders or guarantors, Tenant and/or the Land or Improvements or any part thereof by reason of materials supplied or labor performed in connection with the Land or Improvements or for any other reason through _____, 20____ [insert date covered by present Application for Payment] but excluding only any and all liens, claims, causes of action, suits demands, rights and interests arising from retainage as set forth in the above-referenced agreement that has not been paid to Contractor.

6. Contractor warrants that all costs that Contractor has incurred and bills that Contractor owes to others for materials supplied or labor performed in connection with the Land or Improvements through _____, 20____ [insert date of end of prior progress payment period] have been fully paid and satisfied. Contractor further warrants that should any claim or lien be filed for material supplied or labor performed in connection with the Land or Improvements through _____, 20____ [insert date covered by present Application for Payment], Contractor shall immediately furnish a bond and obtain the release of each such claim or lien from the appropriate governmental land records office, obtain settlement of each such claim or lien, and furnish Owner and Tenant with a written full release of each such claim or lien. Should Contractor be unable to obtain such release, Contractor agrees to fully indemnify and hold Owner (and Owner's lenders and guarantors) and Tenant harmless from and against any and all costs, damages, losses, and expenses (including but not limited to reasonable attorneys' fees) Owner (and Owner's lenders and guarantors) or Tenant may incur by reason of such claim, lien, or suit brought to enforce such claim or lien.

EXECUTED this ____ day of _____, 20 ____.

CONTRACTOR

By: _____

Title: _____

SUBSCRIBED AND SWORN TO before me the said Contractor Affidavit and Partial Waiver of Claims and Liens, this ____ day of _____, 20____, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for
_____ County, _____

My Commission Expires:

SUBCONTRACTOR AFFIDAVIT AND PARTIAL WAIVER OF CLAIMS AND LIENS

DISTRICT/STATE/Commonwealth of _____)
) ss.
 CITY/COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be a credible person and officer of _____ (“Subcontractor”) and who, being duly sworn, upon his oath declares and acknowledges as follows:

1. I am the duly authorized agent for Subcontractor, which has authorized me to make this affidavit, to enter into the agreements and to grant the waivers and releases herein set forth, on its behalf and as its acts and deeds. All the statements in this affidavit are true and correct.

2. **PRIII SUNSET HILLS VIRGINIA LLC** (“Owner”) and _____ (“Tenant”) entered into a lease related to certain real property located in Fairfax County, Virginia, described in Exhibit A attached hereto and hereby made a part hereof (“Land”).

3. In connection with an agreement dated _____, 20____ between Tenant and _____ (“Contractor”), and pursuant to an agreement dated _____, 20____ between Contractor and Subcontractor, Subcontractor has supplied materials and performed labor in connection with the construction of improvements upon the Land. These improvements are more particularly described as construction of (“Improvements”).

4. Subcontractor has received payment in the amount of _____ Dollars (\$_____) [insert total of all payments received to date] for all materials supplied and labor performed by or on behalf of Subcontractor in connection with the Land or Improvements during the period through _____, 20____. [insert date of end of prior progress payment period.] Accordingly, Subcontractor waives and releases any and all liens, claims, causes of action, suits, demands, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under the Constitution and statutes of the District/State/Commonwealth of Virginia) owned, claimed, or held by Subcontractor against Contractor, Contractor's sureties, Owner, Owner's lenders or guarantors, Tenant and/or the Land or Improvements or any part thereof by reason of materials supplied or labor performed in connection with the Land or Improvements or for any other reason through _____, 20____ [insert date of end of prior progress payment period] but excluding only any and all liens, claims, causes of action, suits demands, rights and interests arising from retainage as set forth in the above-referenced agreement between Contractor and Subcontractor that has not been paid to Subcontractor.

5. In consideration of and conditioned upon the payment by Contractor of the sum of _____ Dollars (\$_____) [insert amount approved for payment in present Application for Payment], the sufficiency of which is hereby acknowledged, Subcontractor waives and releases any and all liens, claims, causes of action, suits, demands, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under the Constitution and statutes of the District/State/Commonwealth of Virginia) owned, claimed or held by Subcontractor against Contractor, Contractor's sureties, Owner, Owner's lenders or guarantors.

Tenant and/or the Land or Improvements, or any part thereof by reason of materials supplied or labor performed in connection with the Land or Improvements or for any other reason through _____, 20____ [insert date covered by present application for payment] but excluding only any and all liens, claims, causes of action, suits demands, rights and interests arising from retainage as set forth in the above-referenced agreement between Contractor and Subcontractor that has not been paid to Subcontractor.

6. Subcontractor warrants that all costs that Subcontractor has incurred and bills that Subcontractor owes to others for materials supplied or labor performed in connection with the Land or Improvements through _____, 20____ [insert date of end of prior progress payment period] have been fully paid and satisfied. Subcontractor further warrants that should any claim or lien be filed for material supplied or labor performed in connection with the Land or Improvements by virtue of Subcontractor's participation in the Improvements, Subcontractor will immediately furnish a bond and obtain the release of each such claim or lien from the appropriate governmental land records office, obtain settlement of each such claim or lien, and furnish Owner and Tenant with a full written full release of each such claim or lien if Tenant has paid Contractor all amounts due Subcontractor. Should Subcontractor be unable to obtain such release, Subcontractor agrees to fully indemnify and hold Owner (and Owner's lenders and guarantors) and Tenant harmless from and against any and all costs, damages, losses, and expenses (including but not limited to reasonable attorneys' fees) they may incur by reason of each such claim, lien, or suit brought to enforce such claim or lien.

EXECUTED this _____ day of _____, 20____.

SUBCONTRACTOR

By: _____

Title: _____

SUBSCRIBED AND SWORN TO before me the said Subcontractor Affidavit and Partial Waiver of Claims and Liens, this _____ day of _____, 20____, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for
_____, County, _____

My Commission Expires:

EXHIBIT B-2**FORMS OF FINAL LIEN WAIVER****CONTRACTOR AFFIDAVIT AND FINAL
RELEASE OF CLAIMS AND LIENS**

DISTRICT/STATE/COMMONWEALTH OF _____)
) ss.
 CITY/COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be a credible person and officer of _____ ("Contractor") and who, being duly sworn, upon his oath declares and acknowledges as follows:

1. I am the duly authorized agent for Contractor, which has authorized me to make this affidavit, to enter into the agreements and to grant the waivers and releases herein set forth, on its behalf and as its acts and deeds. All the statements in this affidavit are true and correct.

2. **PRIII SUNSET HILLS VIRGINIA LLC** ("Owner") and _____ ("Tenant") entered into a lease related to certain real property located in Fairfax County, Virginia, described in Exhibit A attached hereto and hereby made a part hereof ("Land").

3. Pursuant to an agreement dated _____, 20____ between Contractor and Tenant, Contractor has supplied materials and performed labor in connection with the construction of improvements upon the Land. These improvements are more particularly described as construction of _____ ("Improvements").

4. Contractor has received _____ Dollars (\$_____) [insert amount of Final Payment], which constitutes payment in full for any and all materials supplied and labor performed by or on behalf of Contractor in connection with the Land or Improvements. Accordingly, Contractor waives and releases any and all liens, claims, causes of action, suits, demands, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under the Constitution and statutes of the District/State/Commonwealth of Virginia) owned, claimed or held by Contractor against Owner, Owner's lenders or guarantors, Tenant and/or the Land or Improvements or any part thereof by reason of materials supplied or labor performed in connection with the Land or Improvements or for any other reason.

5. Contractor warrants that all costs that Contractor has incurred and bills that Contractor owes to others for materials supplied or labor performed in connection with the Land or Improvements have been fully paid and satisfied. Contractor further warrants that should any claim or lien be filed for material supplied or labor performed in connection with the Land or Improvements, Contractor will immediately furnish a bond and obtain the release of each such claim or lien from the appropriate governmental land records office, obtain settlement of any such claim or lien, and furnish Owner and Tenant with a written full release of each such claim or lien. Should Contractor be unable to obtain such release, Contractor agrees to fully indemnify and hold Owner (and Owner's lenders and guarantors) and

Tenant harmless from and against any and all costs, damages, losses, and expenses (including but not limited to reasonable attorneys' fees) Owner (and Owner's lenders and guarantors) or Tenant may incur by reason of such claim, lien, or suit brought to enforce such claim or lien.

EXECUTED this ____ day of _____, 20____.

CONTRACTOR

By: _____

Title: _____

SUBSCRIBED AND SWORN TO before me the said Contractor Affidavit of Final Release of Claims and Liens, this ____ day of _____, 20____, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for
____ County, _____

My Commission Expires:

SUBCONTRACTOR AFFIDAVIT AND FINAL RELEASE OF CLAIMS AND LIENS

DISTRICT/STATE/COMMONWEALTH OF _____)
) ss.
 CITY/COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be a credible person and officer of _____ (“Subcontractor”) and who, being duly sworn, upon his oath declares and acknowledges as follows:

1. I am the duly authorized agent for Subcontractor, which has authorized me to make this affidavit, to enter into the agreements and to grant the waivers and releases herein set forth, on its behalf and as its acts and deeds. All the statements in this affidavit are true and correct.

2. **PRIII SUNSET HILLS VIRGINIA LLC** (“Owner”) and _____ (“Tenant”) entered into a lease related to certain real property located in Fairfax County, Virginia, described in Exhibit A attached hereto and hereby made a part hereof (“Land”).

3. In connection with an agreement dated _____, 20____ between Tenant and _____ (“Contractor”), and pursuant to an agreement dated _____, 20____ between Contractor and Subcontractor, Subcontractor has supplied materials and performed labor in connection with the construction of improvements upon the Land. These improvements are more particularly described as construction of _____ (“Improvements”).

4. Subcontractor hereby certifies it has received payment in the amount of _____ Dollars (\$_____) [insert amount of Final Payment] which constitutes payment in full for any and all materials supplied and labor performed by or on behalf of Subcontractor in connection with the Land or Improvements. Accordingly, Subcontractor waives and releases any and all liens, claims, causes of action, suits, demands, rights and interests (whether choate or inchoate and including, without limitation, all mechanic’s and materialman’s liens under the Constitution and statutes of the District/State/Commonwealth of Virginia) owned, claimed or held by Subcontractor against Contractor, Contractor’s sureties, Owner, Owner’s lenders or guarantors, Tenant and/or the Land or Improvements or any part thereof by reason of materials supplied or labor performed in connection with the Land and Improvements or for any other reason.

5. Subcontractor warrants that all costs that Subcontractor has incurred and bills that Subcontractor owes to others for materials supplied or labor performed in connection with the Land or Improvements have been fully paid and satisfied. Subcontractor further warrants that should any claim or lien be filed for material supplied or labor performed in connection with the Land or Improvements by virtue of Subcontractor’s participation in the Improvements, Subcontractor will immediately furnish a bond and obtain the release of each such claim or lien from the appropriate governmental land records office, obtain settlement of each such claim or lien, and furnish Owner and Tenant written full release of each such claim or lien. Should Subcontractor be unable to obtain such release, Subcontractor agrees to fully indemnify and hold Owner (and Owner’s lenders and guarantors) and Tenant harmless from and against any and all costs, damages, losses, and expenses (including but not limited to reasonable

attorneys' fees) they may incur by reason of each such claim, lien, or suit brought to enforce such claim or lien.

EXECUTED this _____ day of _____, 20____.

SUBCONTRACTOR

By: _____

Title: _____

SUBSCRIBED AND SWORN TO before me the said Subcontractor Affidavit and Final Release of Claims and Liens, this _____ day of _____, 20____, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for
_____ County, _____

My Commission Expires:
