

FIRST AMENDMENT TO DEED OF LEASE

THIS FIRST AMENDMENT TO DEED OF LEASE (this "Amendment") is made and entered into as of April 7, 2017 (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 is the landlord and Tenant is the tenant under that certain Deed of Lease dated as of December 21, 2010 (the "Lease"), for certain premises (the "Existing Premises") designated as Suite 200 and deemed to comprise 17,863 rentable square feet located on the 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, 2021;

WHEREAS, Landlord has heretofore succeeded to all right and interest of Piedmont Operating Partnership, LP as the prior named landlord in and under the Lease;

WHEREAS, Landlord is willing to lease to Tenant, and Tenant desires to lease from Landlord, certain additional space deemed to comprise 7,445 rentable square feet located on a portion of the first (1st) floor of the Building (the "Expansion Space"), which outline of the Expansion Space is more specifically shown and depicted on Exhibit A attached hereto and incorporated herein (the detailed interior design of Expansion Space is subject to change), all on the terms and conditions hereinafter set forth; and

WHEREAS, Landlord and Tenant also desire to extend the Term and 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:

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 one (1) year through and including October 31, 2022, 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. Expansion. Effective on the date on which Landlord tenders vacant possession of the Expansion Space to Tenant (such date being referred to herein as the "Expansion Date"), the Lease shall be amended by adding to the Existing Premises demised thereby the Expansion Space, subject to the terms, covenants, and conditions of the Lease, as amended hereby, with the result that, from and after the Expansion Date and continuing for the remainder of the Term, as extended hereby, the Premises demised by the Lease shall consist of the Existing Premises and the Expansion Space and shall be deemed to comprise 25,308 rentable square feet in the aggregate. The Existing Premises and the Expansion Space are sometimes referred to herein, collectively, as the "Premises". Promptly following the determination thereof, Landlord and Tenant shall enter into a written confirmation in substantially the form attached as Exhibit B hereto and made a part hereof confirming the Expansion Date, the Expansion Space Rent

Commencement Date (as hereinafter defined), the Expansion Space Base Rent schedule, and such other matters as may be set forth therein.

4. Base Rent; Base Rent Abatement Period.

A. 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, 2021. Effective on November 1, 2021, 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 Existing Premises Base Rent schedule in lieu thereof with the result that, from and after November 1, 2021 and continuing for the remainder of the Term, as extended hereby, Tenant shall pay Base Rent with respect to the Existing Premises in accordance with the following Existing Premises 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:

EXISTING PREMISES BASE RENT SCHEDULE (17,863 Rentable Square Feet)

Months	Base Rent Per Sq. Ft.	Annual Installment	Monthly Installment
11/01/21 - 10/31/22	\$31.17	\$556,789.71	\$46,399.14

B. Commencing on the earlier of (i) the date on which Tenant commences conducting business in the Expansion Space, or (ii) the one hundred twentieth (120th) day following the Expansion Date (such date being referred to herein as the "**Expansion Space Rent Commencement Date**") and continuing for the remainder of the Term, as extended hereby, and in addition to Tenant's obligations for Base Rent with respect to the Existing Premises as aforesaid, Tenant shall also pay Base Rent for the Expansion Space in accordance with the following Expansion Space 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:

EXPANSION SPACE BASE RENT SCHEDULE (7,445 Rentable Square Feet)

Months¹	Base Rent Per Sq. Ft.	Annual Installment	Monthly Installment
Expansion Space Rent Commencement Date - Last Day of 12th Full Calendar Month Following Expansion Space Rent Commencement Date	\$27.50	\$204,737.50	\$17,061.46
First Day of 13th Full Calendar Month Following Expansion Space Rent Commencement Date - Last Day of 24th Full Calendar Month Following Expansion	\$28.26	\$210,395.70	\$17,532.98

¹ The period commencing on the Expansion Space Rent Commencement Date and ending on the last day of the fourth (4th) month thereafter is subject to the Expansion Space Base Rent Abatement Period (as hereinafter defined), and the period commencing on expiration or termination of the Expansion Space Base Rent Abatement Period and ending on the last day of the nineteenth (19th) month thereafter is subject to the Expansion Space Base Rent Reduction Period (as hereinafter defined).

Space Rent Commencement Date			
First Day of 25th Full Calendar Month Following Expansion Space Rent Commencement Date - Last Day of 36th Full Calendar Month Following Expansion Space Rent Commencement Date	\$29.03	\$216,128.35	\$18,010.70
First Day of 37th Full Calendar Month Following Expansion Space Rent Commencement Date - Last Day of 48th Full Calendar Month Following Expansion Space Rent Commencement Date	\$29.83	\$222,084.35	\$18,507.03
First Day of 49th Full Calendar Month Following Expansion Space Rent Commencement Date - Last Day of 60th Full Calendar Month Following Expansion Space Rent Commencement Date	\$30.65	\$228,189.25	\$19,015.77
First Day of 61st Full Calendar Month Following Expansion Space Rent Commencement Date - 10/31/22	\$31.50	\$234,517.50	\$19,543.13

C. Notwithstanding the terms of this Paragraph 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: (i) an abatement of the Base Rent payable with respect to the Expansion Space only (and specifically excluding the Existing Premises) for the four (4) month period commencing on the Expansion Space Rent Commencement Date and ending on the last day of the fourth (4th) month thereafter (collectively, the "**Expansion Space Base Rent Abatement Period**") (provided, however, if the Expansion Space Rent Commencement Date is other than the first day of a month, then the first month of Abated Base Rent (as hereinafter defined) shall be apportioned between such first partial month and the Base Rent payment for the Expansion Space due for the fourth (4th) full calendar month following the Expansion Space Rent Commencement Date); and (ii) an abatement of the Base Rent payable with respect to that portion of the Expansion Space consisting of 1,445 rentable square feet only (and specifically excluding the Existing Premises and the remaining 6,000 rentable square feet of the Expansion Space) for the nineteen (19) month period commencing on expiration or termination of the Expansion Space Base Rent Abatement Period and ending on the last day of the nineteenth (19th) month thereafter (collectively, the "**Expansion Space Base Rent Reduction Period**") (provided, however, if the Expansion Space Base Rent Abatement Period ends on a day other than the last day of a month, then the first month of Reduced Base Rent (as hereinafter defined) shall be apportioned between such first partial month and the Base Rent payment for the Expansion Space due for the nineteenth (19th) full calendar month following the expiration or termination of the Expansion Space Base Rent Abatement Period). The total amount of Base Rent abated during the Expansion Space Base Rent Abatement Period shall be referred to as the "**Abated Base Rent**", and the total amount of Base Rent reduced during the Expansion Space Base Rent Reduction Period shall be referred to as the "**Reduced Base Rent**". In the event that (a) Tenant shall be in default beyond any applicable notice and cure period under the Lease at any time during the Expansion Space Base Rent Abatement Period or the Expansion Space Base Rent Reduction Period, as the case may be, Tenant shall not be entitled to the remainder of the Expansion Space Base Rent Abatement Period or the Expansion Space Base Rent Reduction Period, as the case may be, unless and until Tenant cures such default to completion, in which case the Expansion Space Base

Rent Abatement Period or the Expansion Space Base Rent Reduction Period, as the case may be, shall be reinstated for the remainder of such period, and (b) 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 Abated Base Rent and Reduced Base Rent, as the case may be, shall immediately become due and payable. The payment by Tenant of the Abated Base Rent and/or the Reduced 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 each of the Expansion Space Base Rent Abatement Period and the Expansion Space Base Rent Reduction Period, only Base Rent for the Expansion Space shall be abated, as described above, and all other costs and charges expressly set forth in this Lease, including, without limitation, Base Rent payable with respect to the Existing Premises and Tenant's Proportionate Share of Operating Charges and Real Estate Taxes with respect to each of the Existing Premises and the Expansion Space, shall remain due and payable as provided under the Lease, as amended hereby.

5. Additional Rent. Tenant shall continue to pay with respect to the Existing Premises for the remainder of the Term, as extended hereby, 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. Commencing on the first anniversary of the Expansion Space Rent Commencement Date and continuing for the remainder of the Term, as extended hereby, and in addition to Tenant's obligations with respect to the Existing Premises as aforesaid, Tenant shall also pay with respect to the Expansion Space 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, as amended hereby.

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

A. Tenant is currently in occupancy of the Existing Premises, and has been afforded an opportunity to inspect the Expansion Space, and Tenant agrees to accept each of the Existing Premises and the Expansion Space 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; provided, however, that Landlord (i) shall cause the Building Structure and Systems serving the Existing Premises to be in good working order as of the Effective Date hereof, and (ii) shall cause the Building Structure and Systems serving the Expansion Space to be in good working order as of the Expansion Date. In addition to the foregoing, Landlord agrees to inspect those portions of the HVAC systems and equipment comprising part of the Building Structure and Systems and located within the areas of the Premises more specifically shown and depicted on Exhibit H attached hereto and incorporated herein (the "HVAC Inspection Areas") and determine whether, in Landlord's reasonable opinion, any rebalancing or repair work is required in connection therewith (such work, as and to the extent deemed necessary by Landlord, being referred to herein as the "Landlord HVAC Work"). Landlord shall perform the Landlord HVAC Work at Landlord's sole cost and expense (subject to reimbursement pursuant to Article V of the Lease, if and to the extent permitted thereunder) utilizing in all instances Building-standard qualities and quantities of materials and components. Tenant shall fully cooperate with Landlord, Landlord's property manager, and their respective officers, members, employees, agents, consultants, and contractors to promote the efficient and expeditious completion of the Landlord HVAC Work. Landlord shall use commercially reasonable efforts to substantially complete the Landlord HVAC Work as soon as

reasonably practicable following the Effective Date hereof, subject to force majeure events, applicable Laws, and delays attributable to the acts or omissions of Tenant or Tenant's officers, agents, employees, contractors, licensees, guests, or invitees, including, without limitation, any request for changes or modifications in or to the Landlord HVAC Work, or any component thereof (each, a "**Tenant Delay**"). Notwithstanding anything herein or in the Lease to the contrary, Landlord makes no, and hereby disclaims any and all, representations and warranties with respect to such Landlord HVAC Work and/or the results achieved (or intended to be achieved) thereby.

B. Notwithstanding the foregoing, Landlord agrees to make available to Tenant, from and after the Effective Date hereof, an allowance (the "**Improvement Allowance**") in an amount not to exceed the sum of Four Hundred Twenty-Five Thousand and No/100 Dollars (\$425,000.00) to be applied towards payment or reimbursement of such construction related alterations, additions, and improvements as Tenant desires to make in and to the Expansion Space and/or the Existing Premises (collectively, the "**Improvement Work**"), subject to, among other things, the following required allocations: (i) not less than Two Hundred Fifty-Five Thousand and No/100 Dollars (\$255,000.00) of such Improvement Allowance (the "**Required Improvement Work Allocation**") shall be applied by Tenant towards the "hard costs" and "soft costs" associated with such 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 Improvement Work); and (ii) subject to the foregoing Required Improvement Work Allocation, Tenant may apply up to One Hundred Seventy-Thousand and No/100 Dollars (\$170,000.00) of such Improvement Allowance (the "**Additional Cost Allocation**") towards (a) the acquisition and installation of telecommunications equipment in the Premises, (b) furniture, fixtures, and equipment to be installed and utilized in the Premises, (c) specialty trade fixtures and/or equipment to be installed and utilized in the Premises, (d) Tenant's legal fees and consultant fees incurred in connection with this Amendment and such Improvement Work, (e) Tenant's moving costs, (f) voice and data cabling and wiring for the Premises, (g) security systems for the Premises, (h) the Roofline Signage (as hereinafter defined), and (i) up to Fifty Thousand Six Hundred Sixteen and No/100 Dollars (\$50,616.00) (calculated by multiplying \$2.00 by 25,308, being the rentable area of the Premises) of such Additional Cost Allocation may, at Tenant's election and upon written notice to Landlord as hereinafter provided, be applied as a credit towards Tenant's obligations for Base Rent next coming due and payable under the Lease until exhausted. Tenant shall be and remain responsible for, and shall pay as and when due, any and all costs and expenses of such Improvement Work which are in excess of the Improvement Allowance available hereunder, and Landlord shall have no liability for any such excess costs or expenses.

C. Funds may be drawn against the Improvement Allowance at any time and from time to time following the Effective Date hereof, but not after December 31, 2017 (the "**Improvement Allowance Application Deadline**"), subject to the following:

- (i) Tenant may not make more than one (1) draw in any calendar month;
- (ii) [Intentionally Omitted]
- (iii) Except for the final draw, the maximum amount of any draw shall not exceed an amount which bears the same ratio to the total Improvement Allowance as the cost of the Improvement Work paid by Tenant and covered by the lien waivers and other documentation submitted by Tenant in connection with the draw request bears to the total cost of the Improvement Work;
- (iv) With each draw request, Tenant shall submit to Landlord the following documents:

- (a) A true and correct copy of the application for payment by Tenant's contractors for the Improvement Work completed to date, including contractor's affidavits and sworn statements evidencing the cost of the Improvement Work performed to date;
- (b) Partial or final lien waivers with respect to all lienable items comprising part of the Improvement Work performed to date;
- (c) Tenant's certification to Landlord that the amounts set forth in all contractors' sworn statements are owed to Tenant's contractors for the Improvement Work performed to date;
- (d) The total cost of the Improvement Work based on the Plans, or any modifications thereof, as such cost may change from time to time;
- (e) With the final draw request, Tenant shall submit to Landlord a certificate from Tenant's architect stating that the 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
- (f) Such additional reasonable and customary documentation as may be required by Landlord.

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 Improvement Allowance allocable to each draw 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 draw (as determined by Landlord), and has otherwise complied with the requirements hereof.

D. The Improvement Work shall be subject in all respects to Landlord's prior written approval thereof, which approval shall be granted or withheld in accordance with the applicable terms and provisions of the Lease, including, without limitation, approval of the plans, specifications, contractors, and subcontractors therefor, and shall be further subject to all applicable terms and conditions of the Lease relating to construction, alterations, or improvements to the Premises, including, but not limited to, Article IX (Alterations) thereof, 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.

E. The 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 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 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 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 Improvement Allowance on or before the Improvement Allowance Application Deadline, Tenant shall be deemed to have forfeited the 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. Other Lease Provisions. The Lease shall be and is hereby further amended as follows:

A. 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 October 31, 2022."

B. Effective as of the Effective Date hereof, Section 1.11 (Landlord Notice Address) of the Lease shall be and is hereby amended by deleting the Landlord notice addresses set forth therein in their entirety and by substituting the following Landlord notice addresses in lieu thereof:

"PRIII Sunset Hills Virginia LLC
c/o Penzance Management, LLC
2400 N Street, NW, Suite 600
Washington, DC 20037
Attn: Property Manager

With a copy to:

Prudential Real Estate Investors
7 Giralta Farms
Madison, New Jersey 07940
Attn: Asset Manager - PR3 00134

And a copy to:

Quarles & Brady LLP
300 North LaSalle, Suite 4000
Chicago, Illinois 60654-3422
Attn: Robert F. Messerly"

C. 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:

"PRIII Sunset Hills Virginia LLC
MSC #373
P.O. Box 830270
Birmingham, AL 35233"

D. Effective as of the Effective Date hereof, 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 2011 with respect to the Existing Premises (i.e. 17,863 rentable square feet on the second (2nd) floor) and calendar year 2017 with respect to the Expansion Space (i.e. 7,445 rentable square feet on the first (1st) floor) (provided, however, with respect to establishing the Operating Charges Base Year for the Expansion Space, Operating Charges for the 2017 calendar year shall be based on 100% occupancy)."

E. Effective on the Expansion 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:** Eighty-four (84) 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 (Guidance Reserved Parking - 5 Spaces - Rev. 01/17)."

F. Effective as of the Effective Date hereof, Section 1.18 (Premises) of the Lease shall be and is hereby amended by deleting it in its entirety and by substituting the following in lieu thereof:

"**1.18 Premises:** deemed to contain Twenty-Five Thousand Three Hundred Eight (25,308) square feet of rentable area in the aggregate, consisting of Seventeen Thousand Eight Hundred Sixty-Three (17,863) square feet of rentable area located on the second (2nd) floor of the Building (the "**Existing Premises**"), together with Seven Thousand Four Hundred Forty-Five (7,445) square feet of rentable area located on the first (1st) floor of the Building (the "**Expansion Space**"), all as more particularly designated by the outline on Exhibit A and which interior space design is subject to change (Plan Showing Premises - Existing Premises and Expansion Space - Rev. 01/17)."

G. Effective as of the Effective Date hereof, 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 2011 with respect to the Existing Premises (i.e. 17,863 rentable square feet on the second (2nd) floor) and calendar year 2017 with respect to the Expansion Space (i.e. 7,445 rentable square feet on the first (1st) floor) (provided, however, with respect to establishing the Real Estate Taxes Base Year for the Expansion Space, Real Estate Taxes for the 2017 calendar year shall be based on 100% occupancy)."

H. Effective as of the Effective Date hereof, 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:** 17.72% for Operating Charges, and 17.72% for Real Estate Taxes, with respect to the Existing Premises; 7.38% for Operating Charges, and 7.38% for Real Estate Taxes, with respect to the Expansion Space."

I. Effective as of the Effective Date hereof, Section 3.5 of the Lease shall be and is hereby amended by deleting it in its entirety.

J. Effective as of the Effective Date hereof, Section 6.1 of the Lease shall be and is hereby amended by deleting the third and fourth grammatical sentences thereof in their entirety and by substituting the following in lieu thereof:

"Landlord at its expense (subject to reimbursement pursuant to Article V, if and to the extent permitted thereunder) shall comply with all Laws, including the ADA, to the extent the same apply directly to Building Structure and Systems and/or Common Areas as a whole; provided, however, that (i) if Tenant makes any Alterations (including, without limitation, the Improvement Work) to the Premises (inclusive of the Existing

Premises and the Expansion Space) that causes the Building Structure and Systems and/or the Common Areas not to comply with Laws, including the ADA, then Tenant shall be responsible for the cost of making all Alterations to the Building Structure and Systems and/or the Common Areas required to correct such non-compliance (except that Tenant shall not be responsible for correcting any non-compliance of the Building Structure and Systems and/or the Common Areas with applicable Laws, including the ADA, to the extent that such non-compliance is existing therein as of the Effective Date hereof, without regard to whether such non-compliance is "grandfathered"), and (ii) Landlord shall have full benefit of all rules, regulations, and guidelines promulgated under the ADA, such as the guidelines which require a landlord only to make those Alterations which are readily achievable. Tenant shall comply with all Laws, including the ADA, concerning the use, occupancy, and condition of the Premises (inclusive of the Existing Premises and the Expansion Space) and all machinery, equipment, furnishings, fixtures, and improvements therein, all in a timely manner at Tenant's sole expense."

K. Notwithstanding anything herein or in the Lease to the contrary, it is hereby acknowledged and agreed that Landlord's obligations for Building directory listings and the provision of Building-standard suite entry signage shall extend to and include the Expansion Space as, and to the extent, provided under Section 10.1 of the Lease.

L. Effective as of the Effective Date hereof, Article X (Signs) of the Lease shall be and is hereby amended by adding a new Section 10.3 thereof, which new Section 10.3 shall read in its entirety as follows:

"10.3 Subject to the terms and provisions of this Section 10.3, Tenant shall have the non-exclusive right and license during the Term to one (1) exterior roofline sign reflecting Tenant's name and corporate logo (the "**Roofline Signage**") at the top of one (1) side of the Building at substantially the location shown on Exhibit G attached hereto and incorporated herein (it being specifically acknowledged, understood, and agreed that Tenant's rights with respect to the Roofline Signage shall be non-exclusive, and Landlord reserves the right to permit the installation of other tenant roofline signage at the Building from time to time at such locations as Landlord shall deem appropriate). The design, materials, appearance, dimensions, utility requirements, connection, location, colors, and content of such Roofline Sign shall be designed by Tenant, at Tenant's sole cost and expense, and submitted to Landlord for Landlord's review and approval. Tenant shall further cause detailed plans and specifications for the Roofline Signage to be prepared and submitted to Landlord for Landlord's review and approval. In the event that Landlord disapproves such plans and specifications, or any portion thereof, then Landlord shall provide written notice to Tenant of Landlord's reasons for disapproval, and Tenant shall thereafter cause such plans and specifications to be revised (taking into account all of Landlord's reasons for disapproval) and resubmitted to Landlord for Landlord's review and approval as aforesaid, and this process shall continue until the plans and specifications have been approved in all respects by Landlord. In no event shall the Roofline Signage be constructed or installed until such time as Landlord shall have approved in writing the location, size, appearance, design, renderings, plans, and specifications therefor in all respects. Landlord will not unreasonably withhold, condition, or delay its approval of the Roofline Signage, or the plans and specifications therefor, so long as such Roofline Signage (a) is in compliance with all applicable Laws, (b) is consistent with existing tenant signage at the Building, (c) does not void any warranty or guaranty applicable to the roof of the Building and/or any other portion of

the Building, and (d) does not otherwise materially or adversely impact the appearance or aesthetics of the Building. Subject to the foregoing, the Roofline Signage: (i) shall be installed by Tenant, at Tenant's sole cost and expense, and shall be maintained, operated (including, without limitation, any and all utilities therefor), repaired, replaced, and removed by Tenant, at Tenant's sole cost and expense, in each case using only contractors that have first been approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed so long as such contractors are licensed and insured contractors capable of performing quality workmanship; and (ii) shall be subject to, and shall at all times conform and comply with, any and all applicable Laws. No alterations, improvements, modifications, replacements, or additions to the Roofline Signage shall be permitted without Landlord's prior written consent thereto in each instance, which consent shall be granted or withheld in accordance with the terms and provisions hereof. It is specifically acknowledged and agreed that the Roofline Signage, together with Tenant's rights thereto, is expressly subject to and conditioned upon Tenant obtaining and providing to Landlord, at Tenant's sole cost and expense, any and all governmental permits, approvals, and authorizations required in connection therewith (and Landlord shall have no liability for any failure or refusal of any such governmental authorities to so approve or authorize such Roofline Signage, and, in such instance, this Lease shall nevertheless remain in full force and effect). Upon the expiration or earlier termination of this Lease, Tenant shall be responsible for removing the Roofline Signage and restoring those portions of the Building affected thereby to the condition existing prior to the installation of such Roofline Signage thereon (including, without limitation, any required facade repair and electrical conduit removal and capping), reasonable wear and tear excepted, all at Tenant's sole cost and expense. If Tenant fails to perform any maintenance, repair, replacement, or removal of, or with respect to, the Roofline Signage hereunder promptly, Landlord may, at its option (but without any obligation to do so), upon prior reasonable written notice to Tenant (except in an emergency, in which event notice shall be provided as soon as reasonably practicable under the circumstances), perform the required maintenance, repair, replacement, or removal, and the costs of such maintenance, repair, replacement, or removal, together with an administrative fee equal to ten percent (10%) of such costs, shall be charged to Tenant as additional rent and shall be paid by Tenant to Landlord within ten (10) days following Landlord's invoice therefor from time to time. The Roofline Signage is personal to Guidance Residential, LLC and any Affiliate of Tenant and may not be used by or for the benefit of, nor shall such Roofline Signage extend to, any assignee, subtenant, or any other party (other than an Affiliate of Tenant). It shall be a condition of Tenant's right to such Roofline Signage that (1) Tenant is not then in default beyond any applicable notice and cure period under any of the terms, covenants, or conditions of the Lease, (2) Tenant has not assigned the Lease, in whole or in part, or sublet all or any portion of the Premises (other than an assignment or sublease to an Affiliate of Tenant), and (3) Tenant is then leasing and occupying not less than 25,308 rentable square feet in the Building."

M. Effective on the Expansion Date, the first grammatical sentence of Section 24.1 of the Lease shall be and is hereby amended by deleting the phrase "of which four (4) permits shall be for reserved spaces for Tenant in mutually agreeable locations" set forth therein in its entirety and by substituting the phrase "of which five (5) permits shall be for reserved spaces for Tenant in mutually agreeable locations" in lieu thereof.

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

(i) The first clause of Section 26.1 thereof shall be and is hereby amended by deleting the phrase "one (1) additional five (5) year lease term (the "Renewal Term")" set forth therein in its entirety and by substituting the phrase "one (1) additional period of five (5) years commencing on November 1, 2022 and ending on October 31, 2027 (the "Renewal Term")" in lieu thereof.

(ii) Subsection 26.1(c) thereof shall be and is hereby amended by deleting the phrase "not less than nine (9) months prior to the end of the Lease Term" set forth therein in its entirety and by substituting the phrase "on or before, but not later than, January 31, 2022" in lieu thereof.

O. It is hereby acknowledged and agreed that Article XXVII (Right of First Offer) of the Lease shall remain in full force and effect during the Term, as extended hereby, in accordance with the terms and provisions thereof.

P. Effective as of the Effective Date hereof, Rider 1 (General Definitions) of the Lease shall be and is hereby amended as follows:

(i) The definition of "Affiliate of Tenant" set forth therein shall be and is hereby amended by adding the following after the last grammatical sentence thereof:

"For purposes hereof, but without limitation of the other terms and provisions of this Lease, the following entities shall be deemed to be Affiliates of Tenant: (i) Guidance Financial Group, LLC, a Delaware limited liability company; (ii) Guidance Residential, LLC, a Delaware limited liability company; (iii) Guidance Realty Homes, LLC, a Delaware limited liability company; (iv) Guidance Investments, LLC, a Delaware limited liability company; and (v) Guidance Securities, LLC, a Delaware limited liability company."

(ii) The definition of "Operating Charges" set forth therein shall be and is hereby amended by adding a new exclusionary Clause (xxiv) thereto, which new exclusionary Clause (xxiv) shall read in its entirety as follows:

"(xxiv) costs to correct any existing violations of Laws to the extent existing in the Building (other than the Premises) as of the Effective Date of this Lease and which are the responsibility of Landlord under this Lease (provided, however, that Operating Charges may include costs of complying with applicable Laws which are first enacted, or which first become effective, from and after the Effective Date of this Lease)."

Q. Effective as of the Effective Date hereof, Exhibit A (Plan Showing Premises) to the Lease shall be and is hereby amended by deleting it in its entirety and by substituting Exhibit A (Plan Showing Premises - Existing Premises and Expansion Space - Rev. 03/17) attached hereto in lieu thereof.

R. Notwithstanding anything herein or in the Lease to the contrary, it is hereby acknowledged and agreed that Landlord has heretofore satisfactorily completed all of its obligations under Exhibit B (Work Agreement) to the Lease, including, without limitation, payment of the Improvements Allowance referenced therein, and that Landlord shall have no further obligations thereunder or with respect thereto.

S. Effective on the Expansion Date, Exhibit F (Guidance Reserved Parking - 4 Spaces) to the Lease shall be amended by deleting it in its entirety and by substituting Exhibit F (Guidance Reserved Parking - 5 Spaces - Rev. 03/17) attached hereto in lieu thereof.

8. **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.

9. **ERISA.** It is understood that from time to time during the Term, as extended hereby, Landlord may be subject to the provisions of the Employee Retirement Income Security Act of 1974 (as amended, "ERISA") and, as a result, may be prohibited by Law from engaging in certain transactions. Tenant represents and warrants, after due inquiry, that at the time this Amendment is entered into and at any time thereafter when the terms hereof or of the Lease are amended or modified: (a) Tenant is not an employee pension benefit plan subject to the provisions of Title IV of ERISA or subject to the minimum funding standards under Part 3, Subtitle B, Title I of ERISA or Section 412 of the Internal Revenue Code or Section 302 of ERISA, and none of its assets constitutes or will constitute assets of any such employee benefit plan subject to Part 4, Subtitle B, Title I of ERISA; and (b) Tenant is not a "governmental plan" within the meaning of Section 3(32) of ERISA, and the funds used by Tenant for the payment of rent or the performance of its other obligations hereunder are not subject to State statutes regulating investments of and fiduciary obligations with respect to governmental plans. Tenant further agrees to execute such documents or provide such information as Landlord may reasonably request from time to time to permit Landlord to determine whether: (x) the Lease or the performance of any obligations thereunder would constitute a prohibited transaction under ERISA or any applicable similar prohibition under State Law; (y) the Lease and the performance of any obligations thereunder is otherwise in full compliance with ERISA and such applicable similar State Laws; and (z) Landlord would be in violation of ERISA or any applicable similar State Laws by complying with the Lease.

10. **Patriot Act.** Tenant is not, and shall not during the Term, as extended hereby, 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, and as amended from time to time, the "**Anti-Terrorism Laws**"), including, without limitation, persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "**Prohibited Persons**"). Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises. Tenant will not in the future during the Term, as extended hereby, engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises. Breach of these representations constitutes an Event of Default under the Lease without further notice and shall entitle Landlord to any and all remedies available thereunder, or at Law or in equity, including, without limitation, the right to immediately terminate the Lease.

11. **REIT Matters.**

A. It is intended that all rent payable by Tenant to Landlord, which includes all sums, charges, or amounts of whatever nature to be paid by Tenant to Landlord in accordance with the provisions of the Lease, shall qualify as "rents from real property" within the meaning of Section 512(b)(3) and 856(d) of the Internal Revenue Code (as amended, the "**Code**") and the regulations

thereunder (the "Tax Regulations"). If Landlord, in its sole discretion, determines that there is any risk that all or part of any rent shall not qualify as "rents from real property" for the purposes of Sections 512(b)(3) or 856(d) of the Code and Tax Regulations, Tenant agrees to cooperate with Landlord by entering into such amendment or amendments to the Lease as Landlord deems necessary to qualify all rent as "rents from real property", provided, however, that any adjustments required under this Section 27.1 shall be made so as to produce the equivalent (in economic terms) rent as payable before the adjustment.

B. Without limiting Landlord's right to withhold its consent to any transfer by Tenant, and regardless of whether Landlord shall have consented to any such transfer, neither Tenant, any Affiliate of Tenant, nor any other person having an interest in the possession, use, or occupancy of any portion of the Premises, shall enter into any sublease, license, concession, assignment, or other transfer or agreement for possession, use, or occupancy of all or any portion of the Premises which provides for rental or other payment for such use, occupancy, or utilization based, in whole or in part, on the net income or profits derived by any person or entity from the space so leased, used, or occupied, and any such purported sublease, license, concession, assignment, or other transfer or agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the Premises. There shall be no deduction from the rental payable under any sublease or other transfer nor from the amount of the rental passed on to any person or entity, for any expenses or costs related in any way to the subleasing or transfer of such space.

12. No Rents Based on Income; Qualified Rents.

A. Neither Tenant nor any other person having an interest in the possession, use, occupancy or utilization of the Premises shall enter into any lease, sublease, license, concession, assignment, or other agreement for use, occupancy, or utilization for space in the Premises which provides for rental or other payment for such use, occupancy, or utilization based in whole or in part on the net income or profits derived by any person from the party leased, used, occupied, or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and Tenant agrees that any such proposed lease, sublease, license, concession, assignment, or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy, or utilization of any part of the Premises.

B. The parties intend that all payments made to Landlord under the Lease will qualify as rents from real property for purposes of Section 512(b)(3) of the Internal Revenue Code of 1986, as amended ("Qualified Rents"). If Landlord, in its sole discretion, advises Tenant that there is any risk that all or part of any payments made under the Lease will not qualify as Qualified Rents, Tenant agrees (i) to cooperate with Landlord to restructure the Lease in such manner as may be necessary to enable such payments to be treated as Qualified Rents, and (ii) to permit an assignment of the Lease, in each case provided such restructuring or assignment will not have a material economic impact on Tenant.

13. 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 Grubb Knight Frank ("NGKF") and Cushman & Wakefield of Virginia, Inc. ("CWV"), 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 NGKF and CWV, 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.

14. 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 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 to 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:

**PRIII SUNSET HILLS VIRGINIA LLC, a
Delaware limited liability company**

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

By: Z
Name: _____
Title: _____ Michael Klein
Authorized Signatory

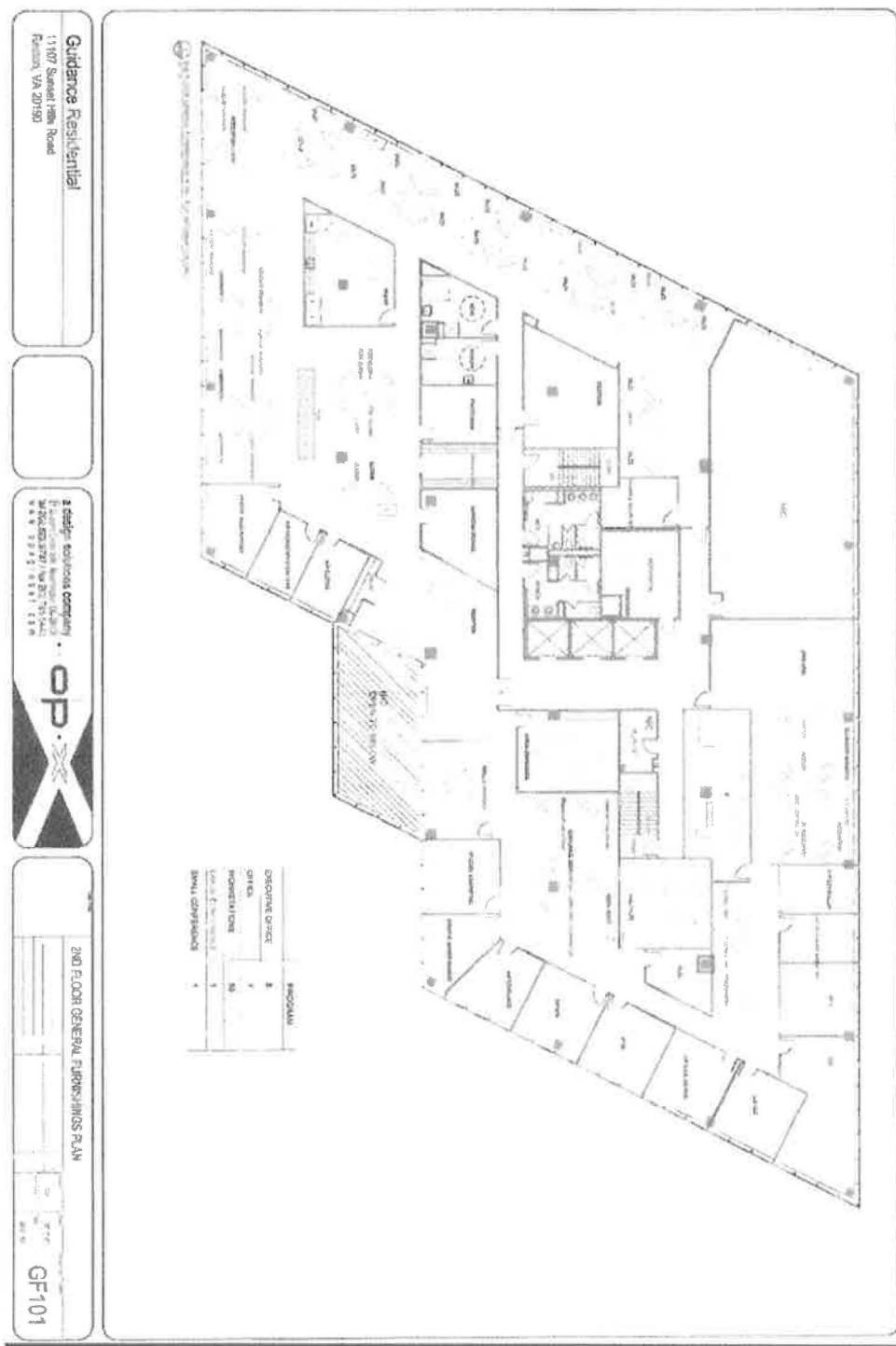
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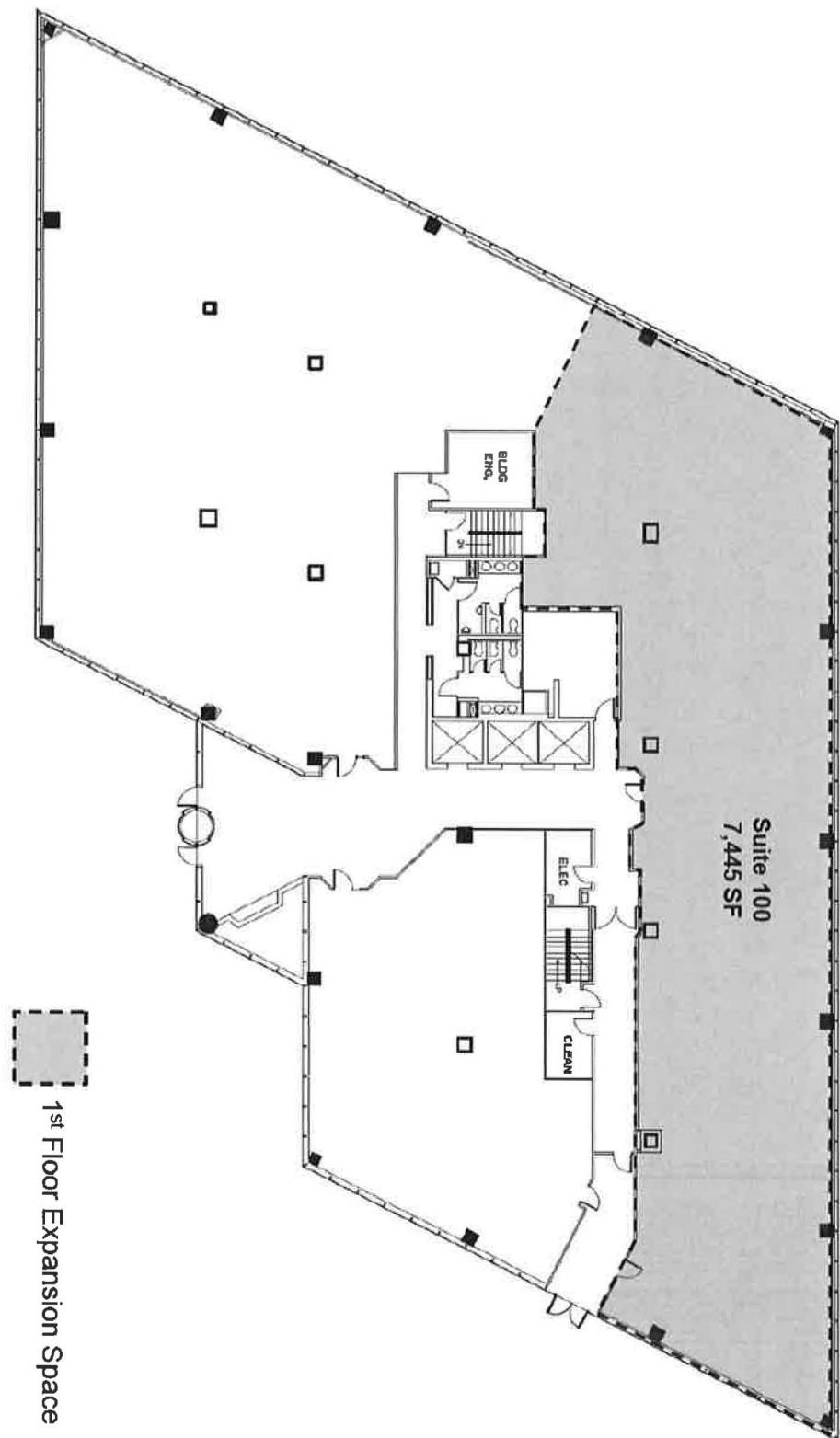
**GUIDANCE RESIDENTIAL, LLC, a
Delaware limited liability company**

By: Heidi Partida
Name: Heidi Partida
Title: SVP, HR & Administration

EXHIBIT A

PLAN SHOWING PREMISES (EXISTING PREMISES AND EXPANSION SPACE) (Rev. 03/17)





Suite 100
7,445 SF

1st Floor Expansion Space

EXHIBIT B

FORM OF EXPANSION DATE CONFIRMATION

Date: _____, 20____

Re: First Amendment to Deed of Lease dated as of April 7, 2017 (the "Amendment"), by and between PRIII Sunset Hills Virginia LLC ("Landlord"), as landlord, and Guidance Residential, LLC ("Tenant"), as tenant, for certain premises deemed to comprise 25,308 rentable square feet in the aggregate (the "Premises") on the first (1st) and second (2nd) floors of the building (the "Building") commonly known as Sunset Corporate Plaza I located at 11107 Sunset Hills Road, Reston, Virginia 20190.

Dear _____:

In accordance with the terms and conditions of the above referenced Amendment, Tenant accepts possession of the Premises (inclusive of the Existing Premises and the Expansion Space) and agrees:

1. The Expansion Date under Paragraph 3 of the Amendment is hereby established and confirmed as _____, 20____.
2. The Expiration Date under Paragraph 2 of the Amendment is hereby established and confirmed as October 31, 2022.
3. The Expansion Space Rent Commencement Date under Subparagraph 4.B of the Amendment is hereby established and confirmed as _____, 20____.
4. The Expansion Space Base Rent schedule under Subparagraph 4.B of the Amendment is hereby established and confirmed as follows:

EXPANSION SPACE BASE RENT SCHEDULE (7,445 Rentable Square Feet)

Months	Base Rent Per Sq. Ft.	Annual Installment	Monthly Installment
-	\$27.50	\$204,737.50	\$17,061.46
-	\$28.26	\$210,395.70	\$17,532.98
-	\$29.03	\$216,128.35	\$18,010.70
-	\$29.83	\$222,084.35	\$18,507.03
-	\$30.65	\$228,189.25	\$19,015.77
-	\$31.50	\$234,517.50	\$19,543.13

5. The Expansion Space Base Rent Abatement Period under Subparagraph 4.C of the Amendment is hereby established and confirmed as commencing on _____, 20____ and ending on _____, 20____; the Expansion Space Base Rent Reduction Period under Subparagraph 4.C of the

Amendment is hereby established and confirmed as commencing on _____, 20__ and ending on _____, 20__.

WHEREFORE, Landlord and Tenant have respectively executed this Expansion Date Confirmation as of the day and date first above written

LANDLORD:

PRIII SUNSET HILLS VIRGINIA LLC, a
Delaware limited liability company

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

By: _____
Name: _____
Title: _____

Tenant:

GUIDANCE RESIDENTIAL, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT F

GUIDANCE RESERVED PARKING - 5 SPACES (Rev. 03/17)

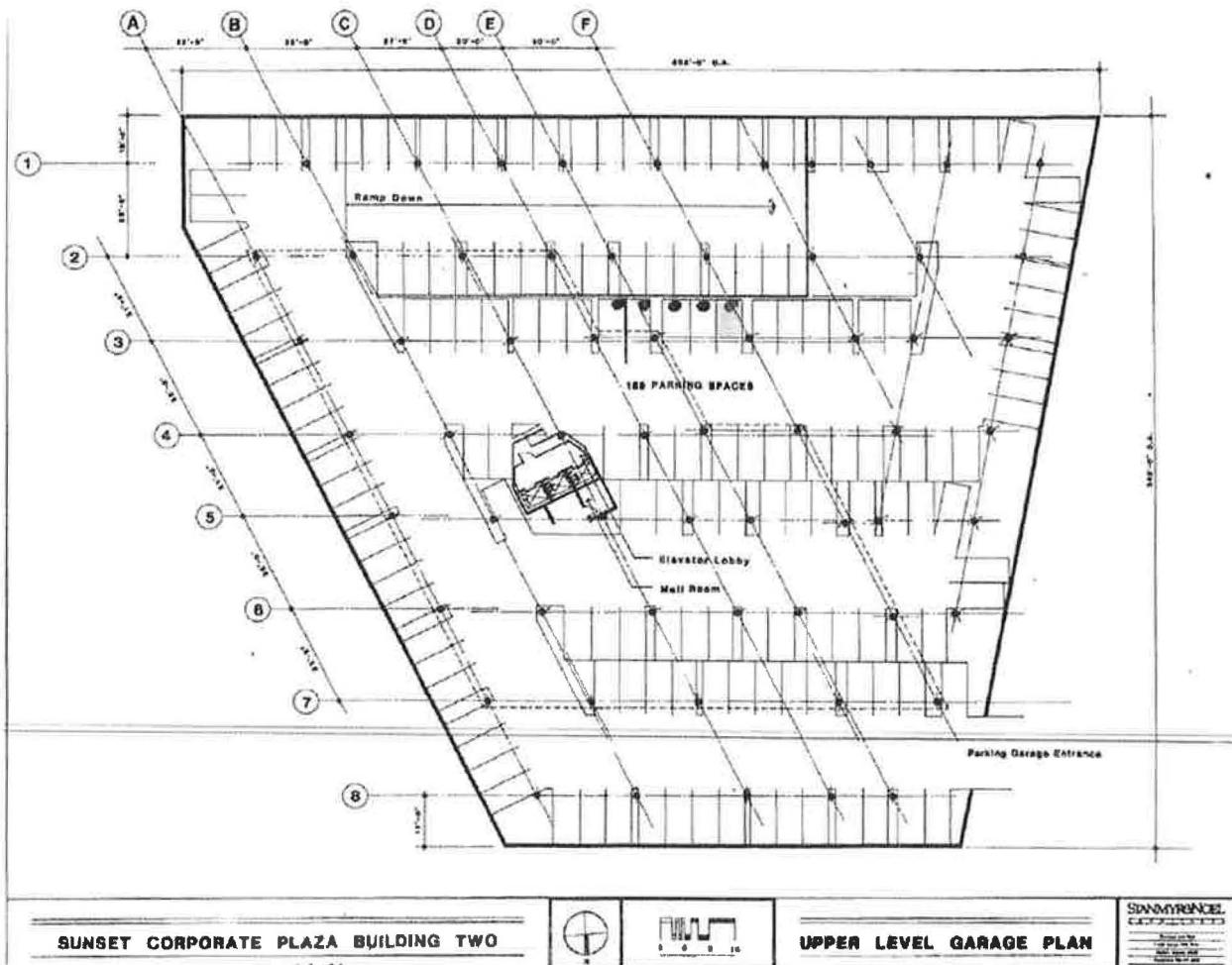


EXHIBIT G

ROOFLINE SIGNAGE DEPICTION

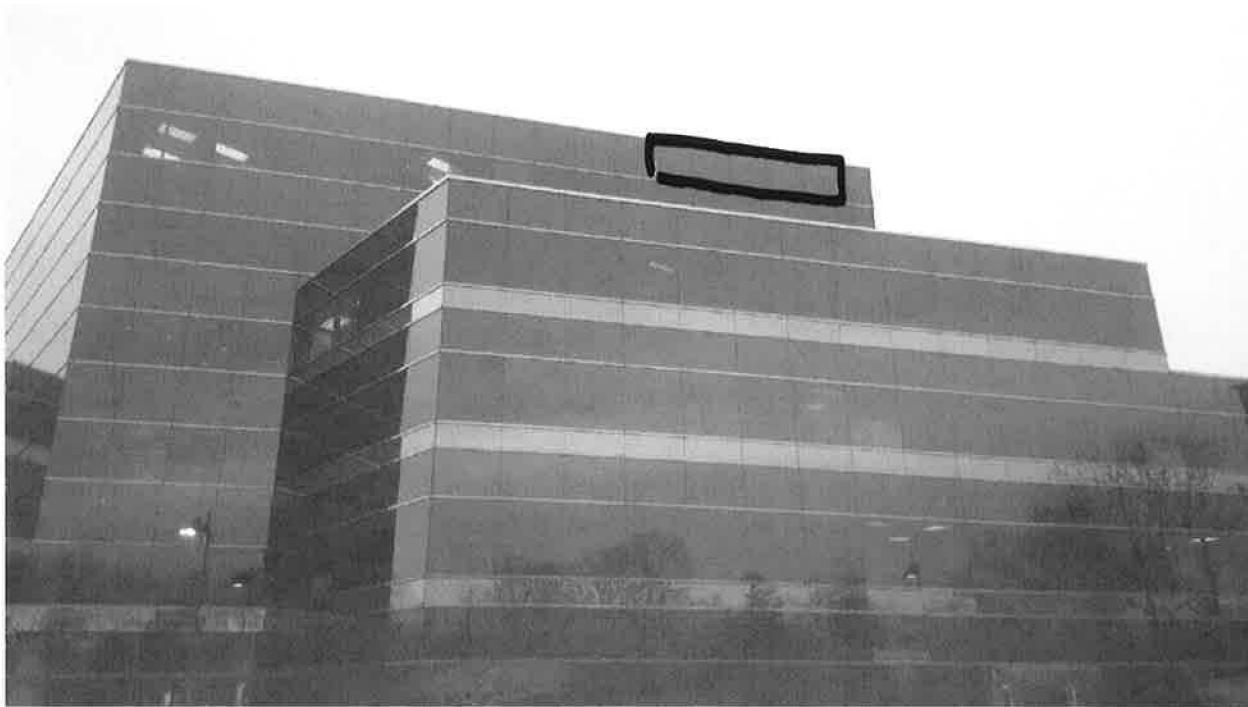


EXHIBIT H

HVAC INSPECTION AREAS

