

FIRST AMENDMENT TO OFFICE LEASE AGREEMENT

THIS FIRST AMENDMENT TO OFFICE LEASE AGREEMENT (this "**Amendment**") is made and entered into as of November 14, 2018 (the "**Effective Date**"), by and between **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company ("**Landlord**"), and **CLEARLOGIC FINANCIAL, INC.**, a Virginia corporation ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord is the landlord and Tenant is the tenant under that certain Office Lease Agreement dated as of May 31, 2012 (the "**Original Lease**"), for certain premises currently deemed to comprise 2,052 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 "**Lease Term**") currently expiring on December 31, 2019;

WHEREAS, Landlord has heretofore succeeded to all right and interest of Piedmont Operating Partnership, LP, a Delaware limited partnership, as the prior named landlord in and under the Original Lease, and Tenant has heretofore succeeded to all right and interest of Atherton Consulting, Inc., a Virginia corporation, as the prior named tenant in and under the Original Lease; and

WHEREAS, Landlord and Tenant desire to modify and extend the Lease Term, and to further amend the Original 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 Original Lease. All references to the term "**Lease**" used herein and in the Original Lease shall mean and refer to the Original Lease, as amended by this Amendment.

2. **Extension.** Effective as of the Effective Date hereof, the Lease Term shall be and is hereby extended for an additional period of two (2) years through and including December 31, 2021, the same as if December 31, 2021 were the Lease Expiration Date as initially set forth therein, unless sooner terminated in accordance with the terms of the Lease.

3. **Base Rent.**

A. Tenant shall continue paying Base Rent for the Premises for the period through and including December 31, 2019 in accordance with the terms and provisions of the Original Lease, including, without limitation, Section 1.2 (Base Rent) and Article IV (Base Rent) thereof.

B. Effective on January 1, 2020, the Original Lease shall be amended by deleting the 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 January 1, 2020 and continuing for the remainder of the Lease Term, as extended hereby, Tenant shall pay Base Rent with respect to the Premises in accordance with the following Base Rent schedule and otherwise at the same time and in the same manner as set forth in the Original Lease, including, without limitation, Article IV (Base Rent) thereof:

BASE RENT SCHEDULE
(2,052 Rentable Square Feet)

Period	Annual Base Rent Per Sq. Ft.	Annual Base Rent	Monthly Base Rent
01/01/20 - 12/31/20 ¹	\$28.50	\$58,482.00	\$4,873.50
01/01/21 - 12/31/21	\$29.36	\$60,246.72	\$5,020.56

C. Notwithstanding anything to the contrary contained herein, and solely as a concession to enter into this Amendment, Tenant's obligations for Base Rent only (and specifically excluding Tenant's Proportionate Share of Operating Charges, Tenant's Proportionate Share of Real Estate Taxes, and any other sums due or payable by Tenant under the Lease) shall be abated in full for the one (1) month period commencing on January 1, 2020 and ending on January 31, 2020 (such period being herein referred to as the "**Free Base Rent Period**"). The total amount of Base Rent abated during the Free Rent Period shall be referred to as the "**Abated Base Rent**". If there is an Event of Default by Tenant at any time during the Lease Term, as extended hereby, at Landlord's option, all Abated Base Rent shall immediately become due and payable. The payment by Tenant of the Abated Base Rent in the case of an Event of Default shall not limit or affect any of Landlord's other rights pursuant to this Lease or at law or in equity.

4. **Additional Rent.** Tenant shall continue to pay for the remainder of the Lease Term, as extended hereby, with respect to the Premises additional rent, including, without limitation, (i) Tenant's Proportionate Share of the amount by which Operating Charges for each calendar year falling entirely or partly within the Lease Term exceed the Operating Charges Base Amount, (ii) Tenant's Proportionate Share of the amount by which Real Estate Taxes for each calendar year falling entirely or partly within the Lease Term exceed the Real Estate Taxes Base Amount, and (iii) any and all other sums and charges due and payable by Tenant, in each case pursuant to, and in accordance with, the terms and provisions of the Original Lease, including, without limitation, Article V (Operating Charges and Real Estate Taxes) thereof.

5. **Condition of Premises.** Tenant is currently in occupancy of the Premises and Tenant agrees to accept the 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.

6. **Other Lease Provisions.** The Original Lease shall be further amended as follows:

A. **Article I** (Special Definitions) of the Original Lease shall be amended as follows:

(i) Effective on January 1, 2020, Section 1.3 (Base Rent Annual Escalation Percentage) thereof shall be amended by deleting it in its entirety and by substituting the following in lieu thereof:

"1.3 **Base Rent Annual Escalation Percentage:** Three percent (3.0%)"

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

¹ The period commencing on January 1, 2020 and ending on January 31, 2020 is subject to the Free Base Rent Period.

"1.7 **Expiration Date:** 11:59 p.m. (local time at the Building) on December 31, 2021."

(iii) Effective as of the Effective Date hereof, Section 1.11 (Landlord Notice Address) thereof 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
1680 Wisconsin Avenue, NW, Suite 300
Washington, DC 20007
Attn: Property Manager

With a copy to:

Prudential Real Estate Investors
7 Giralda Farms
Madison, NJ 07940
Attn: Asset Manager - PR3 00134

And a copy to:

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

(iv) Effective as of the Effective Date hereof, Section 1.12 (Landlord Payment Address) thereof 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"

B. Effective as of the Effective Date hereof, Section 3.4 of the Original Lease shall be and is hereby amended by deleting it in its entirety.

C. 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 with respect to the funding of the Improvements Allowance and otherwise under Exhibit B (Work Agreement) to the Original Lease, and Landlord shall have no further obligations with respect thereto.

7. **Security Deposit.** It is acknowledged and agreed that (i) Landlord is currently holding the sum of Four Thousand Four Hundred Sixteen and 75/100 Dollars (\$4,416.75) as the Security Deposit Amount pursuant to the terms and provisions of Article XI (Security Deposit) of the Original Lease, and (ii) Landlord shall continue to hold the aforementioned Security Deposit Amount during the Lease Term, as extended hereby, pursuant to the terms and provisions of said Article XI (Security Deposit) of the Original Lease.

8. **ERISA.** It is understood that from time to time during the Lease 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 Laws 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.

9. **Patriot Act.** Tenant hereby restates, remakes, and reaffirms, as of the Effective Date hereof, the representations and warranties set forth in each of Section 25.24 and Section 25.27 of the Original Lease, the same as if such representations and warranties were first stated and made as of the Effective Date hereof.

10. **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 Paragraph 11 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, 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.

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 Newmark Knight Frank ("NKF"), on behalf of Landlord, and Larsen Commercial Real Estate Services, Inc. ("LCRE"), on behalf of Tenant, and Tenant agrees to indemnify, defend, and hold Landlord, Landlord's Representatives, the Landlord Insured Parties, and each of their respective Affiliates and Agents 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 NKF and LCRE, 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 and to Tenant's knowledge, (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 Affiliates or Agents, nor 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 Tenant's advisors, accountants, and attorneys) 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, without regard to any applicable conflicts of law rules or guidelines.

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. Electronic,

digital, and facsimile signatures to this Amendment shall be binding on the parties hereto to the same extent as original signatures hereto.

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.

L. Notwithstanding anything herein or in the Lease to the contrary, the Lease, as amended hereby, shall be interpreted as a Deed of Lease under, and for purposes of, all applicable laws.

[SIGNATURE PAGE FOLLOWS]

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

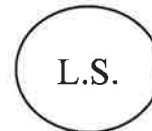
WITNESS MY HAND *AND SEAL*:

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: , *SEAL*
Name: Michael Lefkowitz
Title: Authorized Signatory



WITNESS MY HAND *AND SEAL*:

TENANT:

CLEARLOGIC FINANCIAL,
INC., a Virginia corporation

By: , *SEAL*
Name: SAMUEL MARK ATHERTON
Title: PRESIDENT

