

## FIRST AMENDMENT TO DEED OF LEASE

THIS FIRST AMENDMENT TO DEED OF LEASE ("First Amendment") is made as of April 14, 2016, by and between JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company ("Landlord") and LANGE, THOMAS & ASSOCIATES, LLP, a District of Columbia limited liability partnership ("Tenant") formerly known as Lange, Thomas & McMullen LLP.

### WITNESSETH:

WHEREAS, by that certain Deed of Lease dated June 7, 2011 (the "Lease"), Landlord leased to Tenant, and Tenant leased from Landlord, approximately Two Thousand Four Hundred Eighty-Eight (2,488) square feet of rentable area known as Suite 225 (the "Premises") on the second floor of the building located at 6849 Old Dominion Drive, McLean, Virginia (the "Building"), upon the terms and conditions set forth in the Lease;

WHEREAS, the Term of the Lease is currently scheduled to expire as of August 31, 2016 (the "Current Term Lease Expiration Date");

WHEREAS, Landlord and Tenant desire to extend the Term of the Lease; and

WHEREAS, Landlord and Tenant wish to amend the Lease in order to (i) provide for the extension of the Term of the Lease, and (ii) otherwise amend and modify the Lease, all as more particularly set forth herein.

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

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

2. Term. The Term of the Lease is hereby extended for a period of three (3) years (such period being hereinafter referred to as the "Extension Period"), which Extension Period shall commence on September 1, 2016 (the "Extension Period Commencement Date"), and which Extension Period and the Term of the Lease shall expire at 11:59 p.m. on August 31, 2019 (the "Lease Expiration Date"), unless earlier terminated pursuant to the provisions of the Lease, as modified by the provisions of this First Amendment, or pursuant to law.

3. Base Rent. Notwithstanding anything to the contrary contained in this Lease, commencing on the Extension Period Commencement Date and continuing thereafter throughout the Extension Period, Tenant covenants and agrees to pay to Landlord at the times and in the manner provided in Article 4 of the Lease (captioned "Rent"), Base Rent in the following amounts (sometimes referred to herein as the "Extension Period Base Rent"):

<u>Lease Period</u>	<u>Rate of Extension Period Base Rent Per Square Foot Per Annum</u>	<u>Rate of Extension Period Base Rent Per Annum</u>	<u>Rate of Extension Period Base Rent</u>
09/01/16 – 08/31/17	\$30.00	\$74,640.00	\$6,220.00
09/01/17 – 08/31/18	\$30.90	\$76,879.20	\$6,406.60
09/01/18 – 08/31/19	\$31.83	\$79,193.04	\$6,599.42

4. Additional Rent.

a. Effective on the Extension Period Commencement Date, Sections 1.H and 1.I. of the Lease shall be amended to provide that the Operating Expenses Base Year set forth in Section 1.H. of the Lease shall be the calendar year 2016 and the Real Estate Tax Expenses Base Year set forth in Section 1.I. of the Lease shall be the calendar year 2016.

b. Landlord and Tenant hereby agree and acknowledge that Tenant's obligation to pay to Landlord as Additional Rent Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses, as well as all other Additional Rent and other sums and charges provided in the Lease, shall continue in full force and effect during the Extension Period. Notwithstanding anything to the contrary contained herein, Tenant's obligation to pay Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses shall be suspended for the period commencing on the Extension Period Commencement Date through and including August 31, 2017. Tenant's obligation to pay Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses shall resume as of September 1, 2017 and continue thereafter throughout the Extension Period, as the same may be extended or renewed. Nothing herein shall be deemed to waive Tenant's obligation to pay Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses with respect to the Premises for periods prior to the Extension Period Commencement Date in accordance with Article 5 of the Lease (captioned "Additional Rent"), including the payment by Tenant, after the Extension Period Commencement Date, of any retroactive adjustments to Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses for amounts incurred prior to the Extension Period Commencement Date.

5. "As-Is" Condition; Landlord's Work. Tenant hereby acknowledges and agrees that (i) Landlord has met its obligation to provide tenant improvements for the Premises pursuant to Article 3 and Exhibit C of the Lease and Landlord shall have no further obligation to Tenant thereunder, and (ii) Tenant has been in occupancy of the Premises prior to the Extension Period Commencement Date and Tenant agrees to accept the Premises in its "as-is" condition as of the Extension Period Commencement Date, subject to Landlord's completion of Landlord's Work (defined hereinafter). On or around the Extension Period Commencement Date, Landlord, at Landlord's sole cost and expense, shall, on a one-time basis, repaint the painted wall surfaces of the Premises with one coat of paint using Building standard paint ("Landlord's Work"). Tenant shall select the paint color for Landlord's Work from a selection provided by Landlord. Except

for Landlord's Work, Tenant agrees that Landlord shall have no obligation to provide any improvements or alterations for the Premises during the Extension Period.

6. No Further Option to Extend. Tenant acknowledges that Landlord's obligations set forth in Section 40 of the Lease (captioned "Option to Extend") have been satisfied by this First Amendment, and Section 40 of the Lease is hereby deleted in its entirety and is of no further force and effect as of the date of this First Amendment.

7. Brokers. Landlord and Tenant each represents and warrants to the other that, except as hereinafter provided, neither of them has employed any broker in procuring or carrying on any negotiations relating to this First Amendment. Landlord and Tenant shall indemnify and hold each other harmless from any loss, claim or damage, including, but not limited to, all court costs and reasonable attorneys' fees, relating to the breach of the foregoing representation and warranty. Landlord recognizes only Tartan Properties Commercial, as agent of Tenant, as broker with respect to this First Amendment and agrees to be responsible for the payment of a commission to said broker pursuant to a separate written agreement with said broker.

8. Reaffirmation of Terms. Except as expressly modified by this First Amendment, all terms and provisions of the Lease shall remain in full force and effect.

9. Representations. Landlord and Tenant represent and warrant to each other that the person signing this First Amendment on its behalf has the requisite authority and power to execute this First Amendment and to thereby bind the party on whose behalf it is being signed.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Deed of Lease under seal as of the day and year first hereinabove written.

WITNESS:

LANDLORD:

JBG/OLD DOMINION OFFICE, L.L.C, a  
Delaware limited liability company

By: JBG/Company Manager III, L.L.C., a  
Delaware limited liability company, Its  
Managing Member

By:  
Name:

*Rozanne Barnes Peters*  
*Rozanne Barnes Peters*

By:  
Name:  
Its:

*[Signature]*  
**Steve Bonacci**  
**Authorized Signatory**

WITNESS:

TENANT:

LANGE, THOMAS & ASSOCIATES, LLP, a  
District of Columbia limited liability partnership

By:  
Name:

*Nancy Kim*  
*Nancy Kim*

By:  
Name:  
Its:

*[Signature]*  
*Ben C. Lange*  
*Managing Partner*