

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE (this “**Amendment**”) is made and entered into as of February 3rd, 2021 (the “**Effective Date**”), by and between **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company (“**Landlord**”), and **INTERNATIONAL BUSINESS MACHINES CORPORATION**, a New York corporation (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord, as successor-in-interest, is the landlord and Tenant is the tenant under that certain Lease dated as of February 14, 2002 (the “**Original Lease**”), as amended by that certain First Amendment to Lease dated as of December 8, 2005 (the “**First Amendment**”), as amended by that certain Second Amendment to Lease dated as of April 30, 2006 (the “**Second Amendment**”), as amended by that certain Third Amendment to Lease dated as of September 27, 2011 (the “**Third Amendment**”) and as further amended by that certain Fourth Amendment to Lease dated as of February 16, 2017 (the “**Fourth Amendment**”), and together with the Original Lease, the First Amendment, the Second Amendment, and the Third Amendment, collectively, the “**Lease**”), for certain premises (the “**Premises**”) deemed to comprise 22,639 rentable square feet in the aggregate and consisting of (i) 14,090 rentable square feet located on the fifth (5th) floor, and (ii) 8,549 rentable square feet located on the sixth (6th) floor, all in 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 April 30, 2021; and

WHEREAS, Landlord and Tenant 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, as heretofore extended, shall be and is hereby further extended for an additional period of thirty-nine (39) months commencing on May 1, 2021 and continuing through and including July 31, 2024, the same as if July 31, 2024 were the expiration date of the Lease as initially set forth therein, unless sooner terminated in accordance with the terms of the Lease.

3. **Fixed Rent.** Tenant shall continue paying Fixed Rent with respect to the Premises for the period through and including April 30, 2021 in accordance with the terms and provisions of the Lease, including, without limitation, Article Four (Fixed Rent and Additional Rent) of the Original Lease, Paragraph 3 (Fixed Rent Payable During Extension Term) and Paragraph 4 (Escalation in Fixed Rent During Extension Term), respectively of the Third Amendment and Paragraph 3 of the Fourth Amendment. Effective on May 1, 2021, the Lease shall be further amended by deleting the Fixed Rent schedule set forth in Paragraph 2 (Escalation in Fixed Rent During Extension Term) of the Fourth Amendment in its entirety and by substituting the following Fixed Rent schedule in lieu thereof with the result that, from and after May 1, 2021 and continuing for the remainder of the Term, as extended hereby, Tenant shall pay Fixed Rent with respect to the Existing Premises in accordance with the following Existing Premises Fixed Rent schedule and otherwise at the same time and in the same manner as set forth in the Lease, including, without limitation, Article Four (Fixed Rent and Additional Rent) of the Original Lease:

FIXED RENT SCHEDULE
(22,639 Rentable Square Feet)

Period	Annual Fixed Rent Per Sq. Ft.	Annual Fixed Rent	Monthly Fixed Rent
05/01/21 - 04/30/22	\$30.00	\$679,170.00	\$56,597.50
05/01/22 - 04/30/23	\$30.83	\$697,847.18	\$58,153.93
05/01/23 - 04/30/24	\$31.67	\$717,037.97	\$59,753.16
05/01/24 - 07/31/24	\$32.54	N/A	\$61,396.38

4. **Rent Abatement.** Notwithstanding anything contained in the Lease, as amended, to the contrary, Fixed Rent only (and expressly excluding Additional Rent) shall be abated for the three (3) month period commencing on May 1, 2021 and ending on July 31, 2021 (the “**Rent Abatement Period**”). The total amount of Fixed Rent abated during the Rent Abatement Period shall be referred to as the “**Abated Rent**”. In the event Tenant defaults at any time during the Term and fails to cure such default within any grace or cure periods set forth in this Lease, at Landlord’s option and upon written notice from Landlord to Tenant, all Abated Rent shall become due and payable within thirty (30) days of Tenant’s receipt of such notice. The payment by Tenant of the Abated Rent following 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. During the Rent Abatement Period, only Fixed Rent shall be abated, as described above, and all other costs and charges expressly set forth in this Lease, including Additional Rent shall remain due and payable as provided herein.

5. **Additional Rent.** Tenant shall continue to pay for the remainder of the Term, as extended hereby, Additional Rent, including, without limitation, (i) Tenant’s Share of the amount by which the annual Operating Expenses for each Operating Expense Escalation Year exceed the Operating Expenses for the Operating Expense Base Year, and (ii) Tenant’s Share of the amount by which the Real Estate Taxes for each Real Estate Tax Escalation Year exceed the Real Estate Taxes for the Real Estate Tax Base Year, 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 Four (Fixed Rent and Additional Rent) of the Original Lease, as amended hereby.

6. **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.

7. **Brokers.** Each of Landlord and Tenant hereby represents and warrants to the other party hereto that the representing party 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 CBRE, Inc. (“**CBRE**”, and together with NGKF, collectively, the “**Brokers**”). Landlord covenants and agrees to pay a brokerage commission to the Brokers in connection with this Amendment in accordance with the provisions of such separate agreement(s) as may be in effect among Landlord and such Brokers. Tenant agrees to indemnify, defend, and hold harmless Landlord, Landlord’s property manager, and their respective members, principals, officers, employees, agents, affiliates, successors, and assigns 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 the Brokers, if (a) the claim is made in connection with this transaction and arises out of conversations or dealings between Tenant and any claiming broker

(excluding compensation due a broker employed by Landlord), or (b) results from a fraud committed or misrepresentation made by Tenant or anyone employed by Tenant. Landlord agrees to indemnify, defend, and hold harmless Tenant from and against any claim which may be asserted against Tenant by any broker (including the Brokers) if (i) the claim is made in connection with this transaction and arises out of conversations or dealings between Landlord and any claiming broker (excluding compensation due a broker employed by Tenant), or (ii) results from a fraud committed or misrepresentation made by Landlord or anyone employed by Landlord. Tenant shall reimburse Landlord for reasonable expenses, losses, costs, and damages (including reasonable attorneys' fees and court costs if Tenant fails or refuses to defend as herein required) incurred by Landlord in connection with such claims, and Landlord shall reimburse Tenant for reasonable expenses, losses, costs, and damages (including reasonable attorneys' fees and court costs if Landlord fails or refuses to defend as herein required) incurred by Tenant in connection with such claims. Landlord and Tenant agree that payment to the Brokers or another person under this Paragraph 7 shall not be a release of either party hereto from its respective obligation to indemnify the other party hereunder or of the rights of each party to enforce such indemnity obligations against the other party. This Paragraph 7 shall survive the expiration date or earlier termination of the Lease.

8. **Anti-Corruption Compliance.** Each of Landlord and Tenant certifies, represents, warrants and covenants to the other party 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 ant-bribery laws of other nations generally.

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

A. Effective as of the Effective Date hereof, the item captioned "Landlord Address" in the Basic Lease Information section of the Lease shall be and is hereby amended by deleting the Landlord address set forth therein in its entirety and by substituting the following Landlord 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, 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"

B. Effective as of the Effective Date hereof, Section 4.01 (Fixed Rent) 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

C. Effective on May 1, 2021, Subsection 4.04(a) of the Lease shall be amended by deleting it in its entirety and by substituting the following in lieu thereof: “(a) The words “Operating Expense Base Year” shall mean calendar year 2021 (provided, however, with respect to establishing such Operating Expense Base Year hereunder, Operating Expenses for the 2021 calendar year shall be based on 100% occupancy).”

D. Effective on May 1, 2021, Subsection 4.05(c) of the Lease shall be amended by deleting it in its entirety and by substituting the following in lieu thereof: “(c) The words “Real Estate Tax Base Year” shall mean calendar year 2021 (provided, however, with respect to establishing such Real Estate Tax Base Year hereunder, Real Estate Taxes for the 2021 calendar year shall be based on 100% occupancy).”

E. Effective as of the Effective Date hereof, Article Eighteen (Notices) of the Lease shall be and is hereby amended as follows:

(i) by deleting the Landlord address set forth therein in its entirety and by substituting the following Landlord 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, 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”

(ii) by deleting the Tenant address set forth therein in its entirety and by substituting the following Tenant addresses in lieu thereof:

“International Business Machines Corporation
IBM Global Real Estate
10925 David Taylor Drive
Charlotte, NC 28262
Attention: Real Estate Program Manager

With a copy to:

International Business Machines Corporation
Global Real Estate Operations
1 New Orchard Road
Armonk, NY 10504
Attention: Real Estate Counsel

F. Effective as of the Effective Date hereof, Paragraph 6 (Right of First Offer) of the Fourth Amendment shall be and is hereby amended by deleting it in its entirety.

G. 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 Improvement Allowance under Section 5.B Fourth Amendment, and that Landlord shall have no further obligations with respect thereto.

10. 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 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 to Tenant's employees, consultants or agents who have a business need to know and whom are subject to confidentiality agreements sufficient to satisfy the provisions hereof) 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:

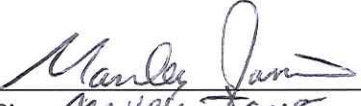
PRIII SUNSET HILLS VIRGINIA LLC, a
Delaware limited liability company

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

DocuSigned by:

0E6FB1BB734B46E...
By: _____
Name: Michael Lefkowitz
Title: Authorized Signatory

TENANT:

**INTERNATIONAL BUSINESS MACHINES
CORPORATION**, a New York corporation

By: 
Name: Marley Jane
Title: SR Program Mgr