

SECOND AMENDMENT TO OFFICE LEASE AGREEMENT

THIS SECOND LEASE AMENDMENT (this "Amendment") is made and entered into as of this 19th day of October, 2021, 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"), as amended by that certain First Amendment to Office Lease Agreement dated as of November 19, 2018 (the "First Amendment") (the Original Lease and the First Amendment are sometimes referred to hereinafter, collectively, as the "Lease"), for certain premises deemed to currently comprise 2,052 rentable square feet (the "Existing Premises") 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 (the "Property"), for a term ("Term") currently expiring December 31, 2021;

WHEREAS, Tenant desires to extend the Term of the Lease, and Landlord is willing to grant the same, all on the terms and conditions hereinafter set forth;

WHEREAS, Tenant desires to lease from Landlord certain additional space in the Building comprising approximately 659 rentable square feet located on the second (2nd) floor of the Building, and Landlord is willing to least the same, subject to the terms and conditions hereinafter set forth; and

WHEREAS, Landlord and Tenant desire to further amend the Lease 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 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 date of this Amendment (the "Effective Date"), the Term of the Lease shall be and is hereby extended for an additional period through and including May 31, 2027, the same as if May 31, 2027 were the Expiration Date originally set forth in Section 1.7 of the Original Lease, unless sooner terminated in accordance with the terms of the Lease.

3. **Expansion.**

a. Tenant desires to lease certain additional space located on the second (2nd) floor of the Building, adjacent to the existing Premises, comprising approximately 659 rentable square feet (the "Expansion Space"). Tenant acknowledges that the Expansion Space is currently leased to and occupied by another tenant. Landlord shall give Tenant at least three (3) months' prior written notice of the date that such other tenant is expected to vacate the Expansion Space and when Landlord could commence construction.

b. Landlord shall have no obligation to construct the Expansion Improvements (as defined in the Work Letter (“Work Letter”) attached as **Exhibit A** hereto and made a part hereof) before the Expansion Space is surrendered to Landlord. Effective as of the date of Substantial Completion (as defined in the Work Letter) of the Expansion Improvements (the “Expansion Date”), the Lease shall be amended by adding to the Existing Premises then 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 Lease Term, as extended hereby, the Premises demised by the Lease shall consist of the Existing Premises and the Expansion Space, and the Existing Premises and the Expansion Space shall be referred to for purposes of the Lease, collectively, as the “Premises”. In no event shall the Expansion Date occur prior to September 1, 2022.

c. Promptly following the determination thereof, Landlord and Tenant shall enter into a written supplement, in substantially the form attached as **Exhibit B** hereto and made a part hereof (the “Supplement”), confirming the Expansion Date, the rentable area of the Premises (inclusive of the Expansion Space), the Monthly Base Rent schedule, and such other matters as may be set forth therein.

4. **Base Rent.**

a. For the period from the Effective Date through and including December 31, 2021, Tenant shall continue to pay Base Rent for the Existing Premises 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 as of January 1, 2022, 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, 2022 and continuing for the remainder of the Lease Term, as extended hereby, Tenant shall pay Base Rent with respect to the Existing 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
1/1/22 - 12/31/22 *	\$28.50	\$58,482.00	\$4,873.50
1/1/23 - 12/31/23	\$29.36	\$60,246.72	\$5,020.56
1/1/24 - 12/31/24	\$30.24	\$62,052.48	\$5,171.04
1/1/25 - 12/31/25	\$31.15	\$63,919.80	\$5,326.65
1/1/26 - 12/31/26	\$32.08	\$65,828.16	\$5,485.68
1/1/27 - 5/31/27	\$33.04	\$67,798.08	\$5,649.84

* The period commencing on January 1, 2022 and ending on February 28, 2022 is subject to the Pre-Expansion Free Base Rent Period (as hereinafter defined).

c. Commencing on the Expansion Date but subject to the Post-Expansion Free Base Rent Period, Tenant shall pay Base Rent for the Expansion Space at the same rate as then applies to the Existing Premises, and otherwise at the same time and in the same manner as set forth in Section 1.2 (Base Rent) and Article IV (Base Rent) of the Original Lease. Accordingly, effective on the Expansion Date, the Base Rent schedule set forth above shall be further amended by deleting it in its entirety and by substituting in lieu thereof the Base Rent schedule set forth on the Supplement:

d. Notwithstanding anything to the contrary contained herein, and solely as a concession to enter into this Amendment, so long as no Event of Default shall then exist under any of the terms or provisions of the Lease, 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 (i) the two (2) month period commencing on January 1, 2022 and ending on February 28, 2022 (the "Pre-Expansion Free Rent Period"), and (ii) the three (3) month period commencing on the Expansion Date and ending on the last day of the third (3rd) month (as opposed to the third (3rd) full calendar month should the Expansion Date not occur on the first day of a calendar month) thereafter (the "Post-Expansion Free Rent Period", and together with the Pre-Expansion Free Rent Period, 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.

5. **Additional Rent.**

a. From and after the Effective Date, the definition of "Operating Charges Base Year" set forth in Section 1.16 of the Lease and the definition of "Real Estate Taxes Base Year" set forth in Section 1.21 of the Lease shall each be deleted in its entirety and replaced with "calendar year 2022".

b. For the period from the Effective Date through and including the day immediately preceding the Expansion Date, Tenant shall continue to pay, with respect to the Existing 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 (as extended hereby) 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 (as extended hereby) 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.

c. Commencing on the Expansion Date and continuing for the remainder of the Lease Term, as extended hereby, and in addition to Tenant's obligations for Operating Charges and Real Estate Taxes with respect to the Existing Premises, as well as Tenant's obligations for Base Rent with respect to each of the Existing Premises and the Expansion Space as set forth above, Tenant shall pay Operating Charges and Real Estate Taxes with respect to the Expansion Space in accordance with the terms and provisions of the Lease, including without limitation Article V (Operating Charges and Real Estate Taxes), as amended hereby. Accordingly,

effective on the Expansion Date, Section 1.25 (Tenant's Proportionate Share) of the Lease shall be amended by deleting it in its entirety and by substituting in lieu thereof the percentage set forth in Paragraph 2(c) of the Supplement:

6. **Condition of Premises; Expansion Improvements.** Tenant is currently in occupancy of the Existing Premises, and Tenant has been afforded an opportunity to inspect the Expansion Space, and Tenant agrees to accept both the Existing Premises and the Expansion Space in their "AS IS" condition as existing as of the date hereof, without any agreements, representations, understandings, or obligations on the part of Landlord to perform any alterations, repairs, or improvements therein, or to provide any allowance therefor. Notwithstanding the foregoing, Landlord shall: (i) at Landlord's sole cost and expense, cause the wood floors in the reception area of the Existing Premises to be refinished within ninety (90) days of the Effective Date, and (ii) construct the Expansion Improvements in the Expansion Space in accordance with the terms and provisions of the Work Letter.

7. **Delay.** The Expansion Date shall be delayed to the extent that Landlord fails to achieve Substantial Completion of the Expansion Improvements in the Expansion Space and deliver the Expansion Space to Tenant for any reason, including, but not limited to, holding over by prior occupants, except to the extent that any delay caused by Tenant (a "Tenant Delays") in any way causes or materially contributes to such failure. Any such delay in the Expansion Date shall not subject Landlord to any liability for any loss or damage resulting therefrom, nor shall any such delay serve to extend the Lease Term (unless otherwise elected by Landlord), and Tenant's sole remedy with respect thereto shall be the delay of the Expansion Date and the delay of Rent commencement with respect to the Expansion Space hereunder. Notwithstanding the foregoing, if the Expansion Date has not occurred by April 1, 2023 for any reason other than force majeure events (as set forth in Section 25.20 of the Original Lease, it being expressly understood that failure of Landlord to obtain control of the Expansion Space from any third party is not a force majeure event for purposes of this Section 7), or Tenant Delay, Tenant shall be entitled to terminate this Lease upon written notice to Landlord within thirty (30) days thereafter (and Landlord's failure to thereafter cause the Expansion Date to occur within such 30-day period), in which event the Lease shall terminate as of April 1, 2024 as such date were the Lease Expiration Date as originally set forth in the Lease. Notwithstanding anything herein to the contrary, it is expressly understood and agreed that there shall be no abatement whatsoever in the payment of Base Rent, Tenant's Proportionate Share of Operating Charges, Tenant's Proportionate Share of Real Estate Taxes, or additional rent as to the Existing Premises as a result of any delay by Landlord in delivering possession of the Expansion Space to Tenant.

8. **Extension Option.** Tenant shall have the one time option (the "Extension Option") to extend the Lease Term for the entirety of the Premises then being leased for an additional three (3) year term (the "Extended Term") provided that, both at the time of the exercise of the option hereinafter set forth and at the time of commencement of the Extended Term, this Lease (i) is in full force and effect and no Event of Default exists hereunder, and (ii) Tenant is in possession of one hundred percent (100%) of the Premises for the purpose of conducting business and has not assigned or sublet any portion of this Lease or the Premises to a Person which is not an Affiliated Person of Tenant. The Extension Option shall be exercised by written notice (the "Extension Notice") to Landlord no earlier than May 31, 2026, but no later than August 31, 2026. The Extended Term shall commence at the expiration of the current Lease Term (as extended by this Amendment). In the event that Landlord does not receive the Extension Notice within the timeframe provided above (time being of the essence with respect thereto), then the Extension Option shall, upon the expiration of such timeframe, become null and void and be of no further force or effect, and Tenant, shall, at the request of Landlord, execute an instrument in form and substance reasonably acceptable to Landlord confirming such facts. The Extended Term shall be upon the same covenants, agreements, provisions and conditions of this Lease, excluding the provisions of this

Section 8, and except for the Base Rent payable during the Extended Term (which shall be determined in accordance with this Section 8). Tenant shall have no further right or option to extend the Term of this Lease beyond the Extended Term. Any termination of this Lease during the Lease Term (as extended by this Amendment), or during the Extended Term, shall terminate all rights of Tenant under this Section 8. In addition to the Base Rent as hereinafter provided, Tenant shall and hereby agrees to continue to pay to Landlord during the Extended Term Tenant's Proportionate Share of Operating Charges and Real Estate Taxes, together with all other sums due and payable by Tenant under this Lease, in accordance with the terms and provisions hereof.

a. The Base Rent during the Extended Term shall be at an annual rate equal to the FMR (as hereinafter defined) applicable to the Extended Term. For purposes of this Section 8, the "FMR" shall mean the net rental, as of the date for which such FMR is being calculated, per annum per rentable square foot for comparable space of comparable size, including appropriate market-based rent concessions, tenant improvements, and brokerage fees, to the extent applicable, for a similar term for comparably credit-worthy tenants for similar lease renewal transactions by reference to comparable space primarily in the Building, and secondarily in other comparable office buildings in Reston, Virginia, but excluding those leases where the tenant has an equity interest in the property, and taking into account, as and to the extent appropriate, then-prevailing market concessions, tenant inducements, tenant allowances, and any appropriate modification of the Base Year hereunder. The FMR shall be determined by Landlord and Tenant by mutual agreement; however, if Landlord and Tenant cannot agree in writing on the FMR within ten (10) business days after Tenant's Extension Notice (the "Negotiation Period"), the FMR shall be determined by the Three Broker Method set forth below. Tenant shall have no option to renew this Lease beyond the expiration of the Extended Term, and the Premises, subject to any other obligation of Landlord under this Lease, shall be delivered to Tenant in their existing condition (on an "as is" basis) at the time the Extended Term commences.

b. The "Three Broker Method" shall operate as follows: The FMR shall be determined by a board of three (3) licensed real estate brokers, one of whom shall be named by Landlord, one by Tenant and the two so appointed shall select a third broker, who shall not have been employed by either Landlord or Tenant within the three (3) year period prior to such appointment. Each member of the board shall be licensed in Virginia as a real estate broker, specializing in the field of commercial office leasing in the Northern Virginia area of Virginia, having no less than ten (10) years' experience in such field, and recognized as ethical and reputable within the field. Landlord and Tenant shall make their appointments within five (5) business days after expiration of the Negotiation Period. The two (2) brokers selected by Landlord and Tenant shall select the third broker within five (5) business days after they both have been appointed, and each broker, within fifteen (15) days after the third broker is elected, shall submit his or her determination of the FMR. The FMR shall be the determination of the broker that is not the highest or the lowest (or, if two brokers reach an identical determination, the determination of such two brokers). Landlord and Tenant shall each pay the fee of the brokers selected by it, and they shall equally share the payment of the fee of the third broker.

c. The FMR shall be the Fixed Rent with respect to the Premises during the first year of the Extended Term and shall thereafter escalate during such Extended Term on each subsequent anniversary of the commencement of the such Extended Term during the remainder of the Extended Term at the then current fair market rate of escalation for comparable space in comparable office buildings in Reston, Virginia, as determined by the Three Broker Method.

d. In the event Tenant exercises its Extension Option under this Section 8, Tenant shall execute and deliver to Landlord a lease amendment setting forth the terms of such Extension Option within ten (10) days following the delivery thereof by Landlord.

9. **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.

10. **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.

11. **Tenant Compliance.**

a. **OFAC Compliance.** Tenant certifies, represents, warrants and covenants to Landlord that: (i) it is not, and shall not during the Lease Term become, a person or entity with whom Landlord is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the “USA Patriot Act”) and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, “Anti-Terrorism Laws”), including, without limitation, persons and entities named on the Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List (collectively, “Prohibited Persons”); (ii) to the best of its knowledge, it is not currently engaged in any transactions, provision of services to, or dealings with, or otherwise associated with, any Prohibited Persons, nor otherwise engaged in any activity that would violate Anti-Terrorism Laws in connection with the use or occupancy of the Premises or the Building; and (iii) it will not, during the Lease Term, engage in any transactions, provide services to, deal with, or be otherwise associated with, any Prohibited Persons, nor will it engage in any other activity that would violate Anti-Terrorism Laws in connection with the use or occupancy of the Premises or the Building.

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

payments or transfers of value that have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

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

d. **Breach.** If at any time after the date hereof Tenant becomes a Prohibited Person or is accused by The Office of Foreign Assets Control or other Federal Authorities of being associated with a person designated as a Prohibited Person, then it shall notify Landlord within five (5) business days after becoming aware of such designation. If at any time after the date hereof Tenant becomes a Prohibited Person or Tenant otherwise breaches any certification, representation, warranty or covenant set forth in this **Section 11**, then such event shall constitute an event of default hereunder, entitling Landlord to any and all remedies under this Lease or at law or in equity (including the right to immediately terminate this Lease), without affording Tenant any notice or cure period. Tenant hereby agrees to defend (with counsel reasonably acceptable to Landlord), indemnify, and hold harmless Landlord from and against any and all claims arising from or related to any such breach of the foregoing certifications, representations, warranties and covenants. Tenant’s indemnification obligations in this **Section 11** shall survive the expiration or earlier termination of this Lease.

12. **Status of Lease.** Except as expressly amended or modified hereby, the Lease and all provisions, terms and conditions thereof shall remain, in all respects, unchanged and in full force and effect, and are hereby ratified and confirmed.

13. **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. The recitals to this Amendment are incorporated into the body of this Amendment as if restated herein.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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 day and year first above written.

LANDLORD:

PRII 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:

By: Michael Lerkowitz
Name: Michael Lerkowitz
Title: Authorized Signatory

TENANT:

CLEARLOGIC FINANCIAL, INC., a Virginia corporation

DocuSigned by:

By: S. Mark Atherton
Name: Mark Atherton
Title: President

EXHIBIT A**WORK LETTER**

To induce Tenant to enter into the Amendment (to which this Work Letter is attached), and in consideration of the mutual covenants hereinafter contained, Landlord and Tenant hereby agree as follows:

1. Expansion Improvements. Subject to the terms of the Amendment, Landlord agrees to construct, or cause to be constructed, on a "turnkey" basis those improvements in and to the Expansion Space (collectively, the "Expansion Improvements") as are shown on the space plan and scope of work previously agreed to by Landlord and Tenant. The space plan and the scope of work are referred to herein collectively as the "Plans". The Expansion Improvements shall be constructed (a) at Landlord's sole cost and expense, (b) utilizing Building-standard qualities and quantities of materials and finishes, and (c) in accordance with Laws. 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 Expansion Improvements. Landlord shall use commercially reasonable efforts to achieve Substantial Completion of the Expansion Improvements as soon as reasonably practicable following the surrender of the Expansion Space to Landlord, subject to force majeure events (as set forth in Section 25.20 of the Original Lease), applicable Laws, and any Tenant Delay. Except for the Expansion Improvements, Landlord shall have no obligation to construct or install any alterations, repairs, or improvements in the Expansion Space, or to provide any allowance therefor.

2. Additional Work. Any other work desired by Tenant, and approved by Landlord, shall be performed by Landlord or Landlord's contractors, unless Landlord otherwise consents in writing. If Tenant desires any work in addition to the Expansion Improvements described in Paragraph 1 hereof ("Additional Work"), or any modifications of, changes in, or additions to the Expansion Improvements as shown in the Plans, as the case may be, Tenant shall cause the necessary drawings, plans, and specifications for the Additional Work, or modifications, changes, or additions to the Expansion Improvements as shown in the Plans, as the case may be, to be submitted to Landlord or Landlord's agent (at Tenant's sole cost and expense) for Landlord's review and approval. Prior to commencing any such Additional Work or modifications, changes, or additions to the Expansion Improvements, as the case may be, requested by Tenant, Landlord, or Landlord's agent shall submit to Tenant a written estimate of the cost of such Additional Work or modifications, changes, or additions to the Expansion Improvements, as the case may be. If Tenant shall fail to approve said estimate within three (3) business days from Tenant's receipt thereof, the same shall be deemed disapproved in all respects by Tenant and Landlord shall not be authorized or required to proceed thereon. If Tenant desires any changes in the Additional Work or the modifications, changes, or additions to the Expansion Improvements, as the case may be, after having approved in writing the initial plans and cost estimate therefor, Landlord shall provide a written estimate for such Additional Work, and Tenant shall be required to sign such field order changes requested by Landlord or Landlord's contractors or agents to evidence any such change desired by Tenant. Tenant acknowledges that no cost estimate will be given for any changes in the Additional Work after the initial cost estimate has been approved in writing by Tenant, and Tenant shall be responsible for any and all costs associated with any such change. Any and all costs relating to Additional Work or modifications of, changes in, or additions to the Expansion Improvements, as shown in the Plans, as the case may be, and any plans and specifications required in connection therewith, shall be due and payable by Tenant to Landlord within thirty (30) days following Tenant's receipt of Landlord's invoice therefor from time to time (which sums shall be deemed Additional Rent under and for purposes of the Lease).

3. Early Entry. Landlord, at Landlord's sole option, may permit Tenant and Tenant's agents and contractors to enter the Expansion Space prior to Substantial Completion of the Expansion Improvements therein in order that Tenant may do such other work as may be required by Tenant to make the Expansion Space ready for Tenant's use and occupancy thereof. If Landlord permits such entry prior to such Substantial Completion of the Expansion Improvements, such permission is conditioned upon Tenant and its agents and contractors working in harmony and not interfering with Landlord and its agents, contractors, and employees in doing the Expansion Improvements and any Additional Work, or with other tenants and occupants of the Building. If at any time such prior entry shall cause or threaten to cause disharmony or interference, Landlord shall have the right to withdraw such permission upon twenty-four (24) hours' written notice to Tenant. Tenant agrees that any such entry into and occupation of the Expansion Space, whether prior to or after Substantial Completion of the Expansion Improvements therein, shall be deemed to be under all of the terms, covenants, conditions, and provisions of the Lease, except as to the covenant to pay Base Rent and Tenant's Proportionate Share of Real Estate Taxes and Operating Charges with respect to the Expansion Space (which shall not commence until the Expansion Date), and further agrees that any injury, loss, or damage which may occur to any of Tenant's work and installations made in the Expansion Space or to properties placed therein shall be and remain subject to the applicable terms and provisions of the Lease, including, without limitation, Article XIII (Insurance) and Article XV (Liability of Landlord) thereof.

4. Substantial Completion. "Substantial Completion" of (or "Substantially Completed" or "Substantially Complete" with respect to) the Expansion Improvements shall be deemed to occur on the date when the Expansion Improvements has been completed (except for Punch List items which do not materially and adversely affect Tenant's use) such that Tenant is permitted to take occupancy of the Expansion Space and is reasonably able to commence conducting business therein. Landlord and Tenant shall participate in a walk-through inspection of the Expansion Space (the "Inspection") within seven (7) days after Landlord notifies Tenant that Substantial Completion of the Expansion Improvements has occurred (the "Punch List Inspection Period"), and Tenant's failure to do so within such Punch List Inspection Period shall be deemed a waiver of Tenant's right to conduct such inspection and Tenant's acceptance of the New Premises in its then existing condition. The parties shall identify in writing (the "Punch List") any unfinished Expansion Improvements or other "punchlist" items necessary for final completion of the Expansion Improvements within such 7-day period, and neither party shall unreasonably withhold, condition, or delay approval concerning any such items. Landlord shall use commercially reasonable efforts to complete any such unfinished Expansion Improvements or other Punch List items within sixty (60) days following the Inspection, subject to force majeure events, applicable Laws, and delays caused by Tenant.

[End of Exhibit A]

EXHIBIT B**FORM OF SUPPLEMENT TO LEASE**
(EXPANSION SPACE)

This SUPPLEMENT TO LEASE (EXPANSION SPACE) (this "Supplement") made as of this ____ day of _____, 202__, by **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company ("Landlord"), and **CLEARLOGIC FINANCIAL, INC.**, a Virginia corporation ("Tenant").

WITNESSETH

A. Landlord is the landlord and Tenant is the tenant under that certain, for certain premises deemed to currently comprise 2,052 rentable square feet (the "Existing Premises") located on

Landlord and Tenant have entered into that certain Office Lease Agreement dated as of May 31, 2012 (the "Original Lease"), as amended by that certain First Amendment to Office Lease Agreement dated as of November 19, 2018 (the "First Amendment"), and that certain Second Amendment to Office Lease Agreement dated as of October __, 2021 (the "Second Amendment" and, collectively with the Original Lease and the First Amendment, the "Lease"), which demised to Tenant certain office space located 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. Any capitalized term not otherwise defined herein shall have the meaning given to such term in the Lease.

B. Tenant and Landlord desire to supplement the Lease to reflect the Expansion Date, the rentable area of the Premises (inclusive of the Expansion Space), the Monthly Base Rent schedule and certain other matters as contemplated in Section 3(c) of the Second Amendment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Expansion Date.** The Expansion Date under Section 3(b) of the Second Amendment shall be and is hereby established and confirmed as _____, 202__.

2. **Rentable Area.** The determination of the rentable area of the Expansion Space as contemplated by Section 3(c) of the Second Amendment has been completed in accordance with the terms thereof. Landlord and Tenant hereby acknowledge and agree that, effective as of the Expansion Date:

- a. the Expansion Space is deemed to contain 659 rentable square feet;
- b. the Premises (inclusive of the Expansion Space) are deemed to contain 2,711 rentable square feet; and
- c. Tenant's Proportionate Share is 2.69% for Operating Charges and 2.69% for Real Estate Taxes.

3, **Base Rent.** Effective as of the Expansion Date, the Base Rent schedule set forth in the Second Amendment shall be deleted in its entirety and substituted with the Base Rent schedule set forth below:

BASE RENT SCHEDULE
(2,711 Rentable Square Feet)

Period*	Annual Base Rent Per Sq. Ft.	Annual Base Rent	Monthly Base Rent
1/1/22 - 12/31/22	\$28.50	\$77,263.50	\$6,438.63
1/1/23 - 12/31/23	\$29.36	\$79,581.41	\$6,631.78
1/1/24 - 12/31/24	\$30.24	\$81,968.85	\$6,830.74
1/1/25 - 12/31/25	\$31.15	\$84,427.91	\$7,035.66
1/1/26 - 12/31/26	\$32.08	\$86,960.75	\$7,246.73
1/1/27 - 5/31/27	\$33.04	\$89,569.57	\$7,464.13

*any inapplicable time periods to be adjusted upon commencement of expansion space

4. **Post-Expansion Free Rent Period.** The Post-Expansion Free Rent Period under Section 4(d) of the Second Amendment shall be and is hereby established and confirmed as commencing on _____, 20____ and ending on _____, 20____.

5. **Acceptance of Expansion Space.** Tenant has inspected the Expansion Space and affirms that the Expansion Improvements have been Substantially Completed.

6. **Authority.** Each of Landlord and Tenant represents and warrants to the other that this Supplement has been duly authorized, executed and delivered by such representing party and constitutes the valid and binding agreement of such representing party in accordance with its terms and no consent (other than any such consent that has been obtained) of any third party is required for the execution, delivery and/or performance of this Supplement.

7. **Full Force and Effect; Inconsistency.** Except as set forth in this Supplement, the terms, covenants and agreements of the Lease shall remain unmodified and otherwise in full force and effect. All references in the Lease to the term "Lease" shall mean the Lease as amended by this Supplement. In the event of any inconsistency between the terms of the Lease and the terms of this Supplement, the terms of this Supplement shall control.

8. **Counterparts.** As expressly amended hereby, the Lease shall continue in full force and effect. This Supplement may be executed in counterparts and, if so executed, shall constitute a single, binding document as if each counterpart copy were fully executed by the parties. This Supplement constitutes the complete understanding of the parties with respect to the matters addressed herein.

[remainder of page intentionally blank]

[Signature page to Supplement to Lease]

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:

CLEARLOGIC FINANCIAL, INC., a Virginia corporation

By: _____
Name: _____
Title: _____