## THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "Amendment") dated this day of day of 2023 (the "Effective Date") by and between SIP/CREF 6849 OLD DOMINION, LLC, a Delaware limited liability company ("Landlord") and DELL MANAGEMENT, LLC, a Virginia limited liability company ("Tenant").

## RECITALS

This Amendment is made with respect to the following facts and objectives:

- A. Landlord's predecessor in title and Tenant's predecessor in interest entered into that Deed of Lease dated June 6, 2011 (the "Original Lease"), as amended by a certain First Amendment to Lease dated September 11, 2017 (the "First Amendment"), and a certain Second Amendment to Lease dated November 9, 2017 (as so amended, the "Lease"), pursuant to which Landlord leases to Tenant approximately 5,083 rentable square feet of space on a portion (Suite 450) of the fourth (4<sup>th</sup>) floor (the "Premises") of that certain office building located at 6849 Old Dominion Drive, McLean, Virginia (the "Building"), as more particularly set forth in the Lease.
- B. Landlord and Tenant desire to make certain other modifications to the Lease, as more particularly set forth herein.

. . . .

## **TERMS AND CONDITIONS**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby covenant and agree:

- 1. <u>Recitals; Definitions</u>. The foregoing recitals are incorporated into this Amendment by this reference. Capitalized and defined terms used in this Amendment shall have the same meanings as those ascribed to them in the Lease unless the context clearly requires otherwise. As used herein and in the Lease, the term "Lease" shall mean the Lease, as amended by this Amendment.
- 2. <u>Security Deposit</u>. Section 10 of the First Amendment is hereby deleted in its entirety and the terms of this Paragraph 2 shall apply in lieu thereof. Tenant acknowledges that, as of the date of this Amendment, Landlord is holding a Security Deposit in the amount of \$4,7975.67. Landlord and Tenant agree that the amount of the Security Deposit shall be increased to \$18,773.21, which amount shall be the Security Deposit for the remaining Term of the Lease. Tenant shall deliver the portion of the Security Deposit not previously delivered to Landlord under the Lease (i.e., \$13,797.54) to Landlord as follows:

Date Amount is Due	Amount Due
Effective Date	\$3,449.39
Later to occur of (i) October 1, 2023, and (ii) the Effective Date	\$3,449.39
November 1, 2023	\$3,449.38
December 1, 2023	\$3,449.38

- 3. <u>Successors; Governing Law.</u> This Amendment shall be (a) binding upon and inure to the benefit of the parties hereto, their respective legal representatives, and their permitted successors and assigns, and (b) governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- 4. <u>Due Authority</u>. Landlord and Tenant represent and warrant to each other that the person signing this Amendment on its behalf has the requisite authority and power to execute this Amendment and to thereby bind the party on whose behalf it is being signed.
- 5. No Offer. This Amendment shall not be binding until executed and delivered by both parties. This Amendment shall not be relied upon by any other party, individual, corporation, partnership, or other entity as a basis for terminating its Lease with Landlord.
- 6. <u>Entire Agreement</u>. The mutual obligations of the parties as provided herein are the sole consideration for this Amendment and no representations, promises or inducements have been made by the parties other than as appear in this Amendment. This Amendment may not be amended except in writing signed by all parties.
- 7. <u>Ratification</u>. Except as otherwise expressly set forth herein, and to the extent necessary to give effect to the provisions hereof, all terms and conditions of the Lease shall remain unmodified and in full force and effect.
- 8. <u>Estoppel</u>. Tenant acknowledges that Tenant has no existing claims, defenses (personal or otherwise), or rights of set-off whatsoever with respect to the Lease and Tenant further acknowledges and represents that, to the best of its knowledge, no event has occurred, and no condition exists which would constitute a default by Landlord under the Lease, or this Amendment, either with or without notice or lapse of time, or both.
- 9. <u>Conflict</u>. Except as expressly modified by this Amendment, all the terms and conditions of the Lease shall remain unchanged and in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.
- 10. <u>Captions</u>. The captions, section numbers and paragraph numbers appearing in this Amendment are inserted only as a matter of convenience and in no way define, amplify, limit, construe, or describe the scope or intent of any section of this Amendment.
- 11. Execution; Counterparts and Electronic Signatures. This Amendment may be executed in two or more counterpart copies and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. In addition, the parties further acknowledge and agree that this Amendment may be signed and/or transmitted by facsimile, e-mail of a pdf document or using

electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (1) to the extent a party signs this Amendment using electronic signature technology, by clicking "SIGN", such party is signing this Amendment electronically, and (2) the electronic signatures appearing on this Amendment shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

[INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have each signed this Amendment under seal effective as of the date first above written.

WITNESS:	LANDLORD:
	SIP/CREF 6849 OLD DOMINION, LLC, a Delaware limited liability company
	By: SIP 6849 Old Dominion, LLC, its Manager  By: Name: Title: SEAL
WITNESS:	TENANT:
	DELL MANAGEMENT, LLC, a Virginia limited liability company
	By:[SEAL] Name: LuyTalam Title: