

FOURTH AMENDMENT TO DEED OF LEASE

THIS FOURTH AMENDMENT TO DEED OF LEASE (this "**Amendment**") is made and entered into as of May 1, 2018 (the "**Effective Date**"), by and between **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company ("**Landlord**"), and **HYDROGEOLOGIC, INC.**, a Delaware corporation ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord is the landlord and Tenant is the tenant under that certain Deed of Lease dated as of March 14, 2007 (the "**Original Lease**"), as amended by that certain First Lease Amendment dated as of April 12, 2007 (the "**First Amendment**"), as amended by that certain Second Lease Amendment dated as of July 20, 2010 (the "**Second Amendment**"), and as further amended by that certain Third Lease Amendment dated as of November 8, 2010 (the "**Third Amendment**"), and together with the Original Lease, the First Amendment, and the Second Amendment, collectively, the "**Lease**"), for certain premises currently deemed to comprise 30,533 rentable square feet in the aggregate and consisting of (i) 10,464 rentable square feet located on the third (3rd) floor (the "**Third Floor Premises**"), and (ii) 20,069 rentable square feet located on the fourth (4th) floor (the "**Fourth Floor Premises**"), and together with the Third Floor Premises, collectively, the "**Premises**"), 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 "**Lease Term**") currently expiring on July 31, 2019;

WHEREAS, Landlord has heretofore succeeded to all right and interest of each of Wells Operating Partnership, L.P. and Piedmont Operating Partnership, LP as the prior named landlords in and under the Lease;

WHEREAS, Landlord and Tenant desire to modify and extend the Lease Term, all on the terms and conditions hereinafter set forth;

WHEREAS, Landlord and Tenant also desire that a portion of the Premises be subtracted from the Premises, and that the Lease be terminated with respect thereto, all on the terms and conditions hereinafter set forth; and

WHEREAS, Landlord and Tenant desire 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 Lease Term shall be and is hereby extended for an additional period through and including September 30, 2026, the same as if September 30, 2026 were the Lease Expiration Date as initially set forth therein, unless sooner terminated in accordance with the terms of the Lease.

3. Contraction; Post-Contraction Possession Period; Holding Over.

A. Effective on May 1, 2018 (such date being referred to herein as the "**Contraction Date**"), that portion of the Premises consisting of the Third Floor Premises (and specifically excluding

the Fourth Floor Premises) shall be subtracted from the Premises and the Lease shall be deemed terminated with respect thereto, the same as though the Contraction Date had been the Lease Expiration Date with respect to the Third Floor Premises. From and after the Contraction Date and continuing for the remainder of the Lease Term, as extended hereby, the Premises (i) shall be deemed to consist of the Fourth Floor Space only and shall be deemed to comprise 20,069 rentable square feet (and Landlord agrees that Landlord shall not remeasure the Fourth Floor Premises during the Lease Terms, as extended hereby), and (ii) are more specifically shown and depicted on Exhibit A attached hereto and incorporated herein. Any Base Rent, Tenant's Proportionate Share of Operating Charges, and Tenant's Proportionate Share of Real Estate Taxes paid by Tenant and received by Landlord with respect to the Third Floor Premises and allocable to the period after the Contraction Date (herein, the "**Retroactive Rent**") shall be credited against the next monthly installments of Base Rent, Tenant's Proportionate Share of Operating Charges, and Tenant's Proportionate Share of Real Estate Taxes, as the case may be, due and payable by Tenant under the Lease with respect to the Fourth Floor Space until exhausted.

B. Notwithstanding the foregoing, but subject to the terms and provisions of this Subparagraph 3.B, Tenant shall have the right and license to continue using and occupying the Third Floor Premises for the period commencing on the Contraction Date and ending on or before, but in no event later than, November 15, 2018 (the "**Post-Contraction Possession Period**"). Tenant's continued use and occupancy of the Third Floor Premises during the Post-Contraction Possession Period shall be upon, and shall be and remain subject to, all of the terms and provisions of this Lease (including, without limitation, the use, indemnification, waiver, and insurance provisions set forth herein, but excluding any obligation for Base Rent, Tenant's Proportionate Share of Operating Charges, or Tenant's Proportionate Share of Real Estate Taxes with respect to such Third Floor Premises, except to the extent hereinafter provided). Tenant may only use the Third Floor Premises in a manner permitted under and otherwise consistent with the terms and provisions of this Lease. Tenant shall and hereby agrees to accept the Third Floor Premises in its "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.

C. Tenant shall, on or before the expiration of the Post-Contraction Possession Period: (i) vacate the Third Floor Premises in its entirety; (ii) remove from the Third Floor Premises any and all of Tenant's furniture, furnishings, trade fixtures, equipment, and personal property located therein; and (iii) surrender the Third Floor Premises to Landlord in the condition required under the terms and provisions of the Lease, including, without limitation, Article IX (Alterations) thereof, and any failure of Tenant to so vacate and surrender the Third Floor Premises to Landlord on or before the expiration of the Post-Contraction Possession Period in accordance with the terms and provisions hereof shall be subject to the provisions of Article XXII (Holding Over) of the Lease with respect to such Third Floor Premises. Tenant shall fully comply with all of its obligations under the Lease with respect to the Third Floor Premises (other than the payment of Base Rent, Tenant's Proportionate Share of Operating Charges, and Tenant's Proportionate Share of Real Estate Taxes) for the period through and including the expiration of the Post-Contraction Possession Period. Notwithstanding anything herein or in the Lease to the contrary, Tenant shall not be required to remove the existing supplemental HVAC equipment, fire suppression equipment, and/or raised flooring located within the Third Floor Premises as of the Effective Date hereof (provided, however, that nothing contained herein shall be deemed to amend or otherwise modify Tenant's removal and restoration obligations with respect to the Fourth Floor Premises as, and to the extent, set forth in the Lease).

4. Base Rent.

A. Tenant shall continue paying Base Rent for that portion of the Premises consisting of the Third Floor Premises for the period through and including the date immediately preceding the Contraction Date in accordance with the terms and provisions of the Lease, including, without limitation, Section 1.2 (Base Rent) and Article IV (Base Rent) of the Original Lease, as modified by Subparagraph 1.a of the First Amendment, and as further amended by Paragraph 3 (Base Rent for the Premises) and Paragraph 4 (Escalation in Base Rent for Premises During Expansion Premises Term) of the Second Amendment.

B. Tenant shall also continue paying Base Rent for that portion of the Premises consisting of the Fourth Floor Premises for the period through and including July 31, 2018 in accordance with the terms and provisions of the Lease, including, without limitation, Section 1.2 (Base Rent) and Article IV (Base Rent) of the Original Lease, as modified by Subparagraph 1.a of the First Amendment.

C. Effective on August 1, 2018, the Lease shall be further amended by deleting the Base Rent schedule set forth in Section 1.2 (Base Rent) of the Original Lease, as modified by Subparagraph 1.a of the First Amendment, in its entirety and by substituting the following Base Rent schedule in lieu thereof with the result that, from and after August 1, 2018 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 Lease, including, without limitation, Article IV (Base Rent) of the Original Lease:

BASE RENT SCHEDULE (20,069 Rentable Square Feet)

| Period¹ | Annual Base Rent Per Sq. Ft. | Annual Base Rent | Monthly Base Rent |
|---------------------------|---|-----------------------------|------------------------------|
| 08/01/18 - 07/31/19 | \$29.00 | \$582,001.00 | \$48,500.08 |
| 08/01/19 - 07/31/20 | \$29.80 | \$598,056.20 | \$49,838.02 |
| 08/01/20 - 07/31/21 | \$30.62 | \$614,512.78 | \$51,209.40 |
| 08/01/21 - 07/31/22 | \$31.46 | \$631,370.74 | \$52,614.23 |
| 08/01/22 - 07/31/23 | \$32.32 | \$648,630.08 | \$54,052.51 |
| 08/01/23 - 07/31/24 | \$33.21 | \$666,491.49 | \$55,540.96 |
| 08/01/24 - 07/31/25 | \$34.13 | \$684,954.97 | \$57,079.58 |
| 08/01/25 - 07/31/26 | \$35.06 | \$703,619.14 | \$58,634.93 |
| 08/01/26 - 09/30/26 | \$36.03 | \$120,514.35 ² | \$60,257.17 |

D. Notwithstanding anything to the contrary contained herein, and solely as a concession to enter into this Amendment, Tenant's obligations for Base Rent, Tenant's Proportionate Share of Operating Charges, and Tenant's Proportionate Share of Real Estate Taxes shall be abated in full for the fourteen (14) month period commencing on August 1, 2018 and ending on September 30, 2019 (such period being herein referred to as the "**Free Rent Period**"); provided, however, if there shall be an Event

¹ The period commencing on August 1, 2018 and ending on September 30, 2019 is subject to the Free Rent Period.

² Prorated for the two (2) month period commencing on August 1, 2026 and ending on September 30, 2026.

of Default by Tenant under the Lease at any time during the Free Rent Period, Tenant shall not be entitled to the remainder of the Free Rent Period hereunder and any unapplied abatement hereunder shall be deemed forfeited by Tenant. Landlord shall not have the right to monetize the Free Rent Period hereunder.

5. Additional Rent. Tenant shall continue to pay for the remainder of the Lease Term, as extended hereby, with respect to the Premises (but excluding the Third Floor Space from and after the Contraction Date) 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 pursuant to the terms and provisions of the Lease, including, without limitation, Article V (Operating Charges and Real Estate Taxes) of the Lease, as amended hereby; provided, however (a) effective as of August 1, 2018, the Operating Charges Base Year shall be the 2018 calendar year, (b) effective as of August 1, 2018, the Real Estate Taxes Base Year shall be the 2018 calendar year, (c) effective as of May 1, 2018, Tenant's Proportionate Share shall be and is hereby established and confirmed as 19.83% (calculated by dividing 20,069, being the rentable area of the Premises (less the Third Floor Premises), by 101,230, being the rentable area of the Building), and (d) subject to application of the Free Rent Period as provided under Subparagraph 4.D above, Tenant's obligations for Tenant's Proportionate Share of Operating Charges and Tenant's Proportionate Share of Real Estate Taxes from and after August 1, 2018 shall not recommence until October 1, 2019.

6. Condition of Premises; Refurbishment Work; Refurbishment Allowance; Landlord Improvement Work.

A. Tenant is currently in occupancy of the Premises and Tenant agrees to accept the Premises (less the Third Floor Premises from and after expiration of the Post-Contraction Possession Period) 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, except (i) for the Landlord Improvement Work (as hereinafter defined), or to provide any allowance therefor, except for the Refurbishment Allowance (as hereinafter defined), and (ii) that nothing contained herein shall be deemed to amend or otherwise modify Landlord's maintenance, repair, and other obligations as, and to the extent, expressly set forth in the Lease.

B. Tenant shall construct the Refurbishment Work (as hereinafter defined) in the Premises at Tenant's sole cost and expense, subject to application and funding of the Refurbishment Allowance, pursuant to and in accordance with the terms and provisions of the Work Letter attached as Exhibit B hereto and incorporated herein (the "**Work Letter**").

C. In addition to, and without limitation of, Landlord's obligation to fund the Refurbishment Allowance as herein provided, Landlord shall (i) construct and install cosmetic upgrades in and to the common restrooms located on the fourth (4th) floor of the Building in a manner and with materials consistent with other Common Area restrooms in the Building, and (ii) retrofit the existing unmodified or original VAV boxes and controls (it being acknowledged, understood, and agreed that some of such VAV boxes and controls have been retrofitted prior to the Effective Date hereof) located on the fourth (4th) floor of the Building and perform any associated air balancing work required in connection with such retrofitting work by Landlord, but excluding any air balancing work required in connection with the Refurbishment Work, any Alterations, or any other modifications or improvements performed by or at the direction of Tenant (collectively, the "**Landlord Improvement Work**"). Landlord shall perform the Landlord Improvement Work at Landlord's sole cost and expense utilizing in all instances Building-

standard qualities and quantities of materials and components. Tenant shall fully cooperate with Landlord, Landlord's Representatives, and their respective Agents to promote the efficient and expeditious completion of the Landlord Improvement Work. Landlord shall commence construction of the Landlord Improvement Work promptly following Tenant's completion of the Refurbishment Work as provided under the Work Letter attached hereto, and shall use commercially reasonable efforts to substantially complete the Landlord Improvement Work as soon thereafter as reasonably practicable, subject to force majeure events, applicable Laws, and delays attributable to the acts or omissions of Tenant or any of Tenant's Affiliates or Agents, including, without limitation, any Tenant request for changes or modifications (as made from and after final approval of the Final Construction Drawings, as defined in the Work Letter) in or to, or any delay or rescheduling of, the Landlord Improvement Work, or any component thereof (each, a "**Tenant Delay**").

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

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

(i) Effective as of the Effective Date hereof, Section 1.7 (Expiration Date) thereof shall be and is hereby amended by deleting the phrase "the last day of the twelfth (12th) Lease Year" set forth therein in its entirety and by substituting the phrase "September 30, 2026" in lieu thereof.

(ii) 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"

(iii) 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"

(iv) Effective on August 1, 2018, Section 1.16 (Operating Charges Base Year) thereof shall be amended by deleting the phrase "calendar year 2007" set forth therein in its entirety and by substituting the phrase "calendar year 2018" in lieu thereof.

(v) Effective as of the Effective Date hereof, Section 1.18 (Parking Charge) thereof shall be and is hereby amended by deleting it in its entirety and by substituting the following in lieu thereof:

"1.18 Parking Charge: None for any reserved or unreserved spaces during the Lease Term and any extensions thereof."

(vi) Effective as of the Effective Date hereof, Section 1.19 (Permit Allotment) thereof shall be and is hereby amended by deleting it in its entirety and by substituting the following in lieu thereof:

"1.19 Permit Allotment: Sixty-five (65) monthly parking permits (based on approximately three and two-tenths (3.2) permits for each 1,000 square feet of rentable area in the Premises), four (4) of which shall be reserved (which reserved parking spaces shall be the same as the four (4) reserved spaces used by Tenant as of May 1, 2018)."

(vii) Effective as of the Effective Date hereof, Section 1.20 (Premises) thereof shall be and is hereby amended by deleting it in its entirety and by substituting the following in lieu thereof:

"1.20 Premises: deemed to contain Twenty Thousand Sixty-Nine (20,069) square feet of rentable area comprising the entire fourth (4th) floor of the Building, as more particularly designated on Exhibit A attached to that certain Fourth Lease Amendment by and between Landlord and Tenant dated as of May 1, 2018 (the "**Fourth Amendment**")."

(viii) Effective on August 1, 2018, Section 1.21 (Real Estate Taxes Base Year) thereof shall be amended by deleting the phrase "calendar year 2007" set forth therein in its entirety and by substituting the phrase "calendar year 2018" in lieu thereof.

(ix) Effective as of the Effective Date hereof, Section 1.26 (Tenant's Proportionate Share) thereof shall be and is hereby amended by deleting the phrase "27.28% for Operating Charges; 27.28% for Real Estate Taxes" set forth therein in its entirety and by substituting the phrase "19.83% for Operating Charges; 19.83% for Real Estate Taxes " in lieu thereof

B. Effective on August 1, 2018, Article V (Operating Charges and Real Estate Taxes) of the Lease shall be amended as follows:

(i) There shall be a new Section 5.5 added thereto, which new Section 5.5 shall read in its entirety as follows:

"5.5 Notwithstanding anything in this Article V to the contrary, but subject in all events to Subsection 5.2(b) hereof, Landlord hereby agrees that, for purposes of computing the amount due on account of Tenant's Proportionate Share of Operating Charges hereunder for each calendar year or fiscal year following the 2018 calendar year, increases in Controllable Operating Charges (as hereinafter defined) for any subsequent calendar or other fiscal year of Landlord during the Lease Term hereof shall not exceed six percent (6%) of Controllable Operating Charges used in determining the amount due on account of Tenant's Proportionate Share of Operating Charges for the

immediately preceding calendar or other fiscal year during the Lease Term (the "**Controllable Operating Charges Cap**"), subject to the following provisions:

(i) The Controllable Operating Charges Cap shall be applied on an average, cumulative basis such that, if Controllable Operating Charges either decrease or increase by less than the foregoing Controllable Operating Charges Cap amount in any such year or years, Landlord may apply the difference between Controllable Operating Charges and the Controllable Operating Charges Cap for such year or years to increase the Controllable Operating Charges amount allowed in another year or years, so long as the allocated Controllable Operating Charges do not exceed the foregoing Controllable Operating Charges Cap on an average, cumulative basis during the Lease Term. The Controllable Operating Charges Cap shall be initially established based upon Controllable Operating Charges for the 2018 calendar year.

(ii) For purposes of this Section 5.5, "**Controllable Operating Charges**" shall mean all Operating Charges except (A) Real Estate Taxes and any other taxes as are permitted under this Lease, (B) insurance and insurance premiums, (C) utility costs and charges, (D) the cost of removing and controlling ice and snow, (E) permits and licenses, (F) association dues, and (G) permitted capital expenditures under this Lease."

(ii) There shall be a new Section 5.6 added thereto, which new Section 5.6 shall read in its entirety as follows:

"5.6 Notwithstanding anything in this Article V to the contrary, if at any time during calendar year 2018, or during any subsequent year during the Lease Term, less than one hundred percent (100%) of the total rentable square footage of the Building is leased or occupied by tenants such that the Building is not fully assessed for real estate tax purposes, then the amount of Real Estate Taxes for calendar year 2018, or for any subsequent year during the Term (as applicable), shall be deemed to be the amount of Real Estate Taxes, as reasonably estimated by Landlord, that would have been incurred if the percentage of occupancy of the Building during such respective year(s) was one hundred percent (100%) and the Building were fully assessed for real estate tax purposes. Notwithstanding the foregoing sentence, however, no such adjustment shall allow Landlord to recover more than 100% of its actually incurred Real Estate Taxes."

C. Effective as of the Effective Date hereof, Section 9.1 of the Lease shall be and is hereby amended by deleting the second grammatical sentence thereof in its entirety and by substituting the following in lieu thereof: "Landlord is under no obligation to make any Alterations in or to the Premises or the Building except as may be otherwise expressly provided in this Lease."

D. Effective as of the Effective Date hereof, Article XXVI (Renewal Option) of the Lease shall be and is hereby amended by deleting it in its entirety and by substituting the following in lieu thereof:

"ARTICLE XXVI RENEWAL OPTION

26.1 Tenant shall have the right and option (the "**Renewal Option**") to extend the Lease Term for one (1) additional five (5) year period commencing on October 1,

2026 and ending on September 30, 2031 (the "**Renewal Term**"), upon the following conditions:

a. There is then no Event of Default by Tenant under this Lease when the Renewal Notice (as hereinafter defined) is given or when the Renewal Term is to commence;

b. Tenant has not previously assigned this Lease or sublet more than twenty-five percent (25%) of the Premises (except an assignment or sublease to an Affiliate of Tenant) and continues to occupy (along with any Affiliate of Tenant) the entirety of the Premises;

c. Tenant has delivered to Landlord binding written notice of Tenant's intention to exercise the Renewal Option (the "**Renewal Notice**") on or before, but not later than, September 30, 2025, and in the event that Tenant fails to so deliver Tenant's Renewal Notice to Landlord by such date, Tenant shall be deemed to have irrevocably waived the Renewal Option hereunder, time being of the essence with respect to the delivery of such Renewal Notice hereunder;

d. All lease terms for the Renewal Term shall be the same as in this Lease, except that the annual Base Rent for the Renewal Term shall be the then Fair Market Rental (as hereinafter defined), and there shall be no further option to renew the Lease Term. For purposes of this Lease, "**Fair Market Rental**" shall mean the rental rate, mutually determined by Landlord and Tenant, which is the equivalent of the rental rate, including market concessions, then being charged to tenants entering into new lease transactions for premises of like kind and quality to the Premises in the greater "Reston, Virginia" submarket ("**Market Area**"), but specifically excluding the "Reston Town Center" property, and taking into consideration, among other things, that this will be the renewal of an existing lease, rent abatements and concessions, an updated base year for additional rent pass-throughs, tenant creditworthiness, brokerage commissions paid by landlords on comparable transactions (and whether or not Landlord will be paying a commission with respect to the subject transaction, and, if so, the amount thereof), improvement allowances and similar items then being granted to tenants in binding lease agreements, and the lack of additional relocation costs; and

e. The Fair Market Rental shall be determined as follows:

(1) For a period of thirty (30) days after receipt of Tenant's Renewal Notice, Landlord and Tenant shall negotiate in good faith as to the applicable Fair Market Rental rate for the Renewal Term;

(2) If the parties are unable to agree on the new Fair Market Rental rate within such 30-day period, then Landlord and Tenant shall each select a Qualified Broker (as hereinafter defined) within forty (45) days after Landlord's receipt of Tenant's Renewal Notice;

(3) The two Qualified Brokers shall confer in good faith to see if they can agree on the Fair Market Rental rate for space in the Market Area as of the time the Renewal Term is to begin, and, if they

reach agreement, the rate upon which they agree shall become the new Base Rent for the first year of the Renewal Term;

(4) If the two Qualified Brokers cannot reach such agreement within twenty (20) days after the appointment of the second Qualified Broker, then each such Qualified Broker shall designate in writing the rate which he or she believes is the appropriate new Fair Market Rental rate (each, a "**Qualified Broker Rate Determination**"). If the two Qualified Broker Rate Determinations are not the same, but the higher of such two Qualified Broker Rate Determinations is not more than one hundred five percent (105%) of the lower of such two Qualified Broker Rate Determinations, then the subject Fair Market Rental shall be the average of the two Qualified Broker Rate Determinations. If the higher of such two Qualified Broker Rate Determinations is more than one hundred five percent (105%) of the lower of such two Qualified Broker Rate Determinations, then, unless Landlord agrees to the Qualified Broker Rate Determination specified by Tenant's Qualified Broker or Tenant agrees to the Qualified Broker Rate Determination specified by Landlord's Qualified Broker, as the case may be, the two Qualified Brokers shall agree on a third Qualified Broker (the "**Third Qualified Broker**") within fifteen (15) days after both Qualified Brokers have produced and submitted their respective Qualified Broker Rate Determinations;

(5) The Third Qualified Broker shall determine which of the two Qualified Broker Rate Determinations for the new Fair Market Rental rate is closer to the new Fair Market Rental rate which the Third Qualified Broker believes is the appropriate new Fair Market Rental rate. Upon such determination by the Third Qualified Broker, the new Fair Market Rental rate selected by the Third Qualified Broker shall be used;

(6) If Landlord or Tenant fails to comply with the time guidelines in this Section 26.1, then the Qualified Broker Rate Determination submitted by the other party shall automatically apply; and

(7) Each party shall bear the expense of its own Qualified Broker and shall divide equally the expense of the Third Qualified Broker (if any).

(8) For purposes hereof, a "**Qualified Broker**" shall mean an independent and licensed real estate broker in the Commonwealth of Virginia who (i) has a minimum of ten (10) years' experience in office leasing in the Market Area, (ii) is an active broker in the Commonwealth of Virginia and known for office expertise, (iii) has experience representing both landlords and tenants, and (iv) in the case of the Third Qualified Broker only, (a) is not then representing either Landlord or Tenant, and (b) shall not have been involved in any disputes with Landlord, Tenant, or any of the other Qualified Brokers hereunder. In the event that real estate brokers meeting the Qualified Broker criteria

set forth in this Clause (8) are unavailable, qualified consultants with similar qualifications may be substituted.

26.2 If Landlord and Tenant fail to sign an amendment to this Lease extending the Lease Term as provided in this Article XXVI at least 270 days prior to the end of the Lease Term, all time periods for Tenant herein being of the essence, then Tenant's Renewal Option shall lapse and shall be of no further force and effect; provided, however, that this provision shall not allow Landlord or Tenant to unreasonably refuse to sign an applicable extension amendment to this Lease as a means to avoid the enforceability and application of the provisions of the Article XXVI. The Renewal Option is personal to Tenant and is non-transferable (except to an Affiliate of Tenant)."

E. Effective as of the Effective Date hereof, Article XXVII (Right of First Offer) of the Lease shall be and is hereby amended by deleting it in its entirety and by substituting the following in lieu thereof:

"ARTICLE XXVII
RIGHT OF FIRST OFFER

27.1 Beginning on August 1, 2018, Tenant shall have a one-time right of first offer ("**ROFO**") to lease any contiguous space located on the third (3rd) floor of the Building that becomes available for leasing by third parties(the "**ROFO Space**"), provided:

a. This ROFO is subordinate to the rights of: (i) the current tenant in any ROFO Space to renew, extend, or otherwise negotiate a new lease or extension for the ROFO Space; (ii) all future tenants in any ROFO Space to renew, extend, or otherwise negotiate a new lease or extension for the ROFO Space; and (iii) existing tenants as in effect as of the Effective Date of the Fourth Amendment;

b. There is then no Event of Default by Tenant under this Lease when the ROFO Exercise Notice (as hereinafter defined) is given or when the term is to commence;

c. Tenant has not previously assigned this Lease or sublet twenty-five percent (25%) or more of the Premises (except an assignment or sublease to an Affiliate of Tenant) and continues to occupy (along with any Affiliate of Tenant) the entirety of the Premises; and

d. Tenant must lease all of the ROFO Space offered;

e. Tenant exercises its ROFO as provided in this Section 27.1 by delivering to Landlord written notice of its intention to exercise the ROFO (the "**ROFO Exercise Notice**") within five (5) business days after Landlord has notified Tenant that the subject ROFO Space is available;

f. All terms of the lease of the ROFO Space shall be upon those contained herein, except that the annual Base Rent for the ROFO Space shall be the then Fair Market Rental (as determined in Subsections 26.1.e and 26.1.f hereof, as amended by Subparagraph 7.D of the Fourth Amendment, except that, in lieu of the phrase "that this will be the renewal of an existing lease" with

respect to such determination, the phrase "that this will be an expansion under an existing lease" will be substituted in lieu thereof);

g. Tenant executes an addendum or a new lease for the ROFO Space within twenty (20) days after Landlord delivers to Tenant an addendum or new lease which accurately reflects the new Fair Market Rental for the ROFO Space; and

h. This ROFO must be exercised with at least two (2) full years remaining in the Lease Term; provided, however, that if less than two (2) full years then remain in the Lease Term, the foregoing condition shall not be applicable if, and to the extent that, Tenant has theretofore irrevocably exercised its Renewal Option pursuant to, and in accordance with, the terms and provisions of Article XXVI hereof, as amended by Subparagraph 7.D of the Fourth Amendment.

27.2 If Tenant fails to comply with each of the above conditions within the time specified, all time periods herein for Tenant being of the essence, then the ROFO will lapse and be of no further force and effect, and Landlord shall have the right to lease all or any part of such ROFO Space to a third party under the same or any other terms and conditions, whether or not such terms and conditions are more or less favorable than those offered to Tenant. This ROFO to lease the ROFO Space is personal to Tenant and is non-transferable (except to an Affiliate of Tenant)."

F. Effective on August 1, 2018, the definition of "Operating Charges" (and the description of cost items included within the definition of Operating Charges) under Rider 1 (General Definitions) to the Lease shall be amended by deleting Clause (3) thereof in its entirety and by substituting the following Clause (3) in lieu thereof:

"(3) reasonable management fees (which management fees shall not exceed in any calendar year during the Lease Term three percent (3%) of the gross revenues attributable to the Building during such calendar year, subject to Subsection 5.2(b) of this Lease) and personnel costs of the Building (including all fringe benefits, workers' compensation insurance premiums, and payroll taxes);"

G. Effective as of the Effective Date hereof, Paragraph 7 (Parking) of the Second Amendment shall be and is hereby amended by deleting it in its entirety.

H. Notwithstanding anything herein or in the Lease to the contrary, it is hereby acknowledged and agreed that (i) 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, and (ii) Landlord has heretofore satisfactorily completed all of its obligations with respect to the funding of the Improvements Allowance and otherwise under Exhibit B (Work Letter) to the Second Amendment, and that Landlord shall have no further obligations with respect thereto.

8. Security Deposit/Letter of Credit. It is acknowledged and agreed that (i) Landlord is currently holding a Letter of Credit in the face amount of Fifty-Nine Thousand Two Hundred Sixty-Seven and 92/100 Dollars (\$59,267.92) as security pursuant to the terms and provisions of Article XI (Security Deposit) of the Lease, and (ii) Landlord shall continue to hold (and Tenant shall continue to

maintain in full force and effect) the aforementioned Letter of Credit during the Lease Term, as extended hereby, pursuant to the terms and provisions of said Article XI (Security Deposit) of the Lease.

9. 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 statutes 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.

10. Patriot Act.

A. Tenant is not, and shall not during the Lease Term, as extended hereby, 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, and as amended from time to time, the "**Anti-Terrorism Laws**"), including, without limitation, persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "**Prohibited Persons**"). Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises. Tenant will not in the future during the Lease Term, as extended hereby, engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises. Breach of these representations constitutes a default under the Lease and shall, if not cured within any applicable notice and cure period, entitle Landlord to any and all remedies available thereunder, or at Law or in equity. Notwithstanding the foregoing, in no event shall Tenant's representations and warranties under this Subparagraph 10.A apply to any Person which owns, has owned, or may hereafter own any publicly traded stock or other publicly traded securities of (i) Tenant (if any), or (ii) any Person which directly or indirectly owns an interest in Tenant.

B. Landlord is not, and shall not during the Lease Term, as extended hereby, become, a person or entity with whom Tenant is restricted from doing business under the Anti-Terrorism Laws, including, without limitation, Prohibited Persons. Landlord is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the ownership of the Premises. Landlord will not in the future during the Lease Term, as extended hereby, engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the ownership of the Premises. Breach of these representations constitutes a default under the Lease and

shall, if not cured within any applicable notice and cure period, entitle Tenant to any and all remedies available thereunder, or at Law or in equity. Notwithstanding the foregoing, in no event shall Landlord's representations and warranties under this Subparagraph 10.B apply to any Person which owns, has owned, or may hereafter own any publicly traded stock or other publicly traded securities of (i) Landlord (if any), or (ii) any Person which directly or indirectly owns an interest in Landlord.

11. 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.

12. 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 G&E Real Estate Inc. d/b/a Newmark Grubb Knight Frank ("**NGKF**"), on behalf of Landlord, and CBRE, Inc. ("**CBRE**"), 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 NGKF and CBRE, 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. Landlord hereby represents and warrants to Tenant that Landlord has not dealt with any broker, agent, or finder in connection with this Amendment, other than NGKF, on behalf of Landlord, and CBRE, on behalf of Tenant, and Landlord agrees to indemnify, defend, and hold Tenant, the Affiliates of Tenant, and each of their respective 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 NGKF and CBRE, with whom Landlord has dealt or is alleged to have dealt for any commission or fee due or alleged to be due in connection with this Amendment. Landlord shall be responsible for the payment of any commissions due or payable to NGKF and CBRE in connection

with this Amendment pursuant to such separate commission agreements as may be in effect between Landlord and such parties.

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. 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:

PRII 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: _____

Title: _____

L.S.

WITNESS MY HAND **AND SEAL**:

TENANT:

HYDROGEOLOGIC, INC., a
Delaware corporation

By: _____, **SEAL**

Name: _____

Title: _____

L.S.

EXHIBIT A

PREMISES

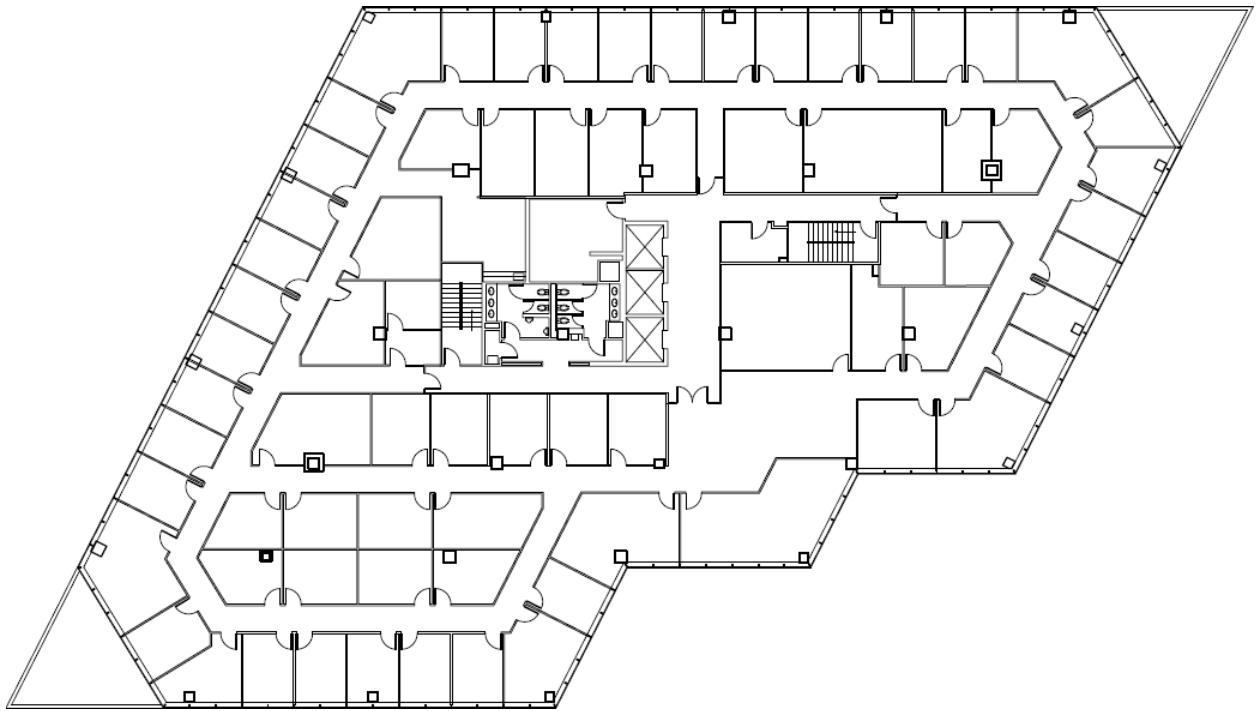


EXHIBIT B

WORK LETTER

1. Authorized Representatives. Tenant designates Bruce Rappaport [Tel. No.: (703) 736-4552; E-Mail: brappaport@hgl.com] ("**Tenant's Authorized Representative**") as the person authorized to represent Tenant in issues related to this Work Letter. Landlord designates _____ [Tel. No.: (____) ____-____; E-Mail: _____] ("**Landlord's Authorized Representative**") as the person authorized to represent Landlord in issues related to this Work Letter.

2. Refurbishment Work. Landlord shall not have any obligation whatsoever with respect to the improvement or finishing of the Premises for Tenant's continued use and occupancy, and the Premises shall be tendered in its existing "AS IS, WHERE IS" condition. Any connections to pipes, ducts, and conduits for the mechanical, electrical, and plumbing systems in the Building which may be required in connection with the Refurbishment Work shall be made by Tenant, at Tenant's sole cost and expense. All of the work to be performed in improving, finishing, and completing the Premises (collectively, the "**Refurbishment Work**") shall be performed by Tenant pursuant to this Work Letter and Article IX (and all other applicable provisions including insurance, damage, and indemnification provisions) of the Lease and such work shall be deemed to be Alterations for all purposes of the Lease; provided, however, that all such work involving Structural and System Alterations and/or the roof of the Building shall, at Landlord's election, be performed by Landlord's designated contractor or subcontractor at Tenant's expense (provided the cost therefor is reasonable and competitive). Tenant's taking of possession of the Premises shall constitute Tenant's acknowledgment that the Premises are in good condition and that all obligations of Landlord have been fully satisfied (provided, however, that the foregoing shall not be deemed to amend or otherwise modify Landlord's maintenance, repair, and other obligations as, and to the extent, expressly set forth in the Lease). Tenant acknowledges that the Refurbishment Work is being accomplished for its own account, Landlord having no responsibility or obligation in respect thereof, except for the Refurbishment Allowance being provided by Landlord in connection therewith as hereinafter provided.

3. Costs.

(a) Tenant shall pay all expenses for construction of the improvements to the Premises, including a construction oversight fee payable to Landlord in the amount of one percent (1%) of the total "hard/construction costs" associated with the Refurbishment Work (the "**Landlord Supervisory Fee**"). For purposes of calculating the Landlord Supervisory Fee hereunder, the term "total hard/construction costs" (as appearing in the immediately preceding sentence) shall mean only actual labor and materials and contractor charges incurred with respect to the Refurbishment Work, and shall specifically exclude any costs or amounts (i) allocable to "soft costs" funded out of the Soft Cost Portion (defined below), (ii) for architectural, engineering, and design services fees, (iii) for the Landlord Supervisory Fee, (iv) for permitting costs (to include, without limitation, for any certificate of occupancy or NRUP), and (v) for the Rent Credit Portion (if applicable). Any services provided by Landlord's architect or engineer, and for which Tenant gave prior approval, shall be paid for by Tenant within twenty (20) days after Tenant's receipt of a bill therefor (subject to application of the Refurbishment Allowance, or any then-remaining balance thereof, hereunder). Upon request, Tenant shall execute a separate agreement between Tenant and such architect or engineer with respect to such services. Tenant may elect to hire its own project consultant to provide project management, design supervision, and construction management services for the Refurbishment Work. All amounts payable by Tenant to Landlord pursuant to this Work Letter shall be considered additional rent subject to the provisions of the Lease.

(b) Landlord shall provide Tenant an allowance (the "**Refurbishment Allowance**") in the amount of Five Hundred Sixty-One Thousand Nine Hundred Thirty-Two and No/100 Dollars (\$561,932.00) (calculated by multiplying \$28.00 by 20,069, being the rentable area of the Premises) in order to help Tenant finance the cost of the Refurbishment Work; provided, however, (i) a portion of the Refurbishment Allowance, in an amount not to exceed One Hundred Ninety-Six Thousand Six Hundred Seventy-Six and 20/100 Dollars (\$196,676.20) (calculated by multiplying \$9.80 by 20,069, being the rentable area of the Premises) (the "**Soft Cost Portion**"), may be applied towards "soft costs" associated with the Refurbishment Work, including security systems, moving expenses, telephone and data equipment, wiring and cabling, and furniture, fixtures, furnishings, and equipment, and (ii) at such time as the Refurbishment Work has been completed hereunder, any then-remaining portion of the Refurbishment Allowance, in an amount not to exceed One Hundred Thousand Three Hundred Forty-Five and No/100 Dollars (\$100,345.00) (calculated by multiplying \$5.00 by 20,069, being the rentable area of the Premises) (the "**Rent Credit Portion**"), may be applied by Tenant as a credit against Tenant's obligations for Base Rent next coming due and payable under the Lease until exhausted.

(c) The Refurbishment Allowance shall be available to Tenant in monthly installments upon timely submission of Tenant's statement with all required lien waivers (conditional, unconditional, partial, any final, as applicable and as reasonably acceptable to Landlord) and certificates as provided below as construction of the Refurbishment Work progresses and Tenant incurs expenses toward which the Refurbishment Allowance may be applied. Disbursement shall be made from the Refurbishment Allowance on or before fifteen (15) days after Landlord receives Tenant's complete and correct statements with all required supporting documentation. Upon written request of Tenant, Landlord shall reimburse Tenant for reasonable expenses incurred by Tenant in constructing such tenant improvements to the extent of the Refurbishment Allowance, provided: (A) such request is accompanied by a copy of the invoice for such expenses marked "paid"; (B) copies of all contracts, bills, vouchers, change orders, inspection reports, and other information relating to the expenses for which reimbursement is being sought as may be requested by Landlord shall be made available to Landlord by Tenant; (C) the work and materials for which payment is requested are in complete accordance with the final working drawings approved by Landlord; (D) the work for which payment is requested has been performed both by a contractor and in accordance with a construction contract reasonably approved by Landlord; (E) the work and materials for which payment is requested have been physically incorporated into the Premises, free of any security interest, lien, or encumbrance fully in accordance with Article IX (Alterations) of the Lease; and (F) Tenant has submitted to Landlord such other information as Landlord reasonably requires. Notwithstanding anything above to the contrary, upon advance notice to Tenant and after obtaining Tenant's consent, not to be unreasonably withheld, conditioned, or delayed, Landlord shall have the right to apply portions of the Refurbishment Allowance against reasonable costs and expenses incurred by Landlord in reviewing, approving, and inspecting such improvements and any proposed working drawings, including any engineering expenses incurred by Landlord, and Landlord shall not be required to reimburse Tenant for any invoice received after January 31, 2020 (the "Allowance Application Deadline"). Except with respect to the Rent Credit Portion as hereinabove provided, Tenant shall not be entitled to any credit, cash or otherwise, for any unused portion of the Refurbishment Allowance. In the event that Tenant fails to request or apply all or any portion of the Refurbishment Allowance (including, without limitation, the Rent Credit Portion) by the Allowance Application Deadline, Tenant shall be deemed to have waived and forfeited any such portion of the Refurbishment Allowance not so requested or applied, Landlord shall be entitled to the savings resulting therefrom, and Tenant shall not be entitled to any further credit therefor (provided, however, so long as Tenant shall have requested application of the Rent Credit Portion on or before the Allowance Application Deadline, such Rent Credit Portion shall be applied until exhausted, notwithstanding that such application may extend beyond the Allowance Application Deadline).

4. Schedule and Plans. Tenant shall use reasonable efforts to submit to Landlord a space plan approved by both Landlord and Tenant (the "**Approved Space Plan**") on or before August 1, 2018. Tenant shall submit to Landlord "**Final Construction Drawings**" (defined as the architectural, mechanical, and engineering working drawings that define the total scope of Refurbishment Work to be performed by Tenant in sufficient detail to secure required permits from the local jurisdiction and that include, without limitation: key plan; all legends and schedules; construction plan; reflected ceiling plan; telephone and electrical outlet location plan; finish plan; and all architectural details, elevations, and specifications necessary to construct the Refurbishment Work in the Premises), if required, prior to construction. The deadlines specified in this Paragraph 4, and the following Paragraph 5, shall apply whether plans and drawings are prepared by Landlord's architect or engineer (by Tenant's direct engagement of Landlord's architect or engineer) or by an architect or engineer selected by Tenant and reasonably acceptable to Landlord. All deadlines must be met in order to allow (x) Landlord sufficient time to review plans and drawings and discuss with Tenant any changes thereto which Landlord believes to be necessary or desirable, and (y) Tenant to timely complete the Refurbishment Work. Landlord shall reasonably cooperate (at no additional cost to Landlord, unless reimbursed) in Tenant's efforts to timely obtain all permits required for the Refurbishment Work. In no event shall Tenant be permitted to commence construction of the Refurbishment Work hereunder unless and until the Approved Space Plan and the Final Construction Drawings have been approved by Landlord in writing as herein provided. Tenant shall be solely responsible for the timely completion of all plans and drawings, including the Approved Space Plan and the Final Construction Drawings, and for their compliance with all Laws. Neither review nor approval by Landlord of the Approved Space Plan or the Final Construction Drawings, or any component thereof, shall constitute a representation or warranty by Landlord that such Approved Space Plan or Final Construction Drawings, or any component thereof, as the case may be, either (i) are complete or suitable for their intended purpose, or (ii) comply with applicable Laws, it being expressly understood and agreed by Tenant that Landlord assumes no responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability, or compliance.

5. Approval. All plans and drawings (and changes thereto), including, without limitation, the Space Plan and the Construction Drawings, shall be subject to Landlord's written approval, which approval (a) may be withheld or granted in Landlord's sole and absolute discretion with respect to plans and drawings related to Structural and System Alterations and those non-structural Alterations which are visible from the exterior of the Building (provided, however, that (i) Landlord shall reasonably accommodate Tenant's request for connection of supplemental HVAC systems serving the Premises with their companion Building systems, if applicable, (ii) as a condition of and to the foregoing, if such supplemental HVAC systems are required, Landlord and Tenant shall enter into a mutually and reasonably acceptable amendment to the Lease providing for the installation, operation, maintenance, repair, and removal (if required by Landlord at the time of plan approval) of such supplemental HVAC systems, and (iii) Landlord shall reasonably accommodate Tenant's request for relocation of the existing data center from the Third Floor Premises to the Fourth Floor Premises, including Tenant's utilization of the existing riser core drills to accommodate the refrigerant piping, and extending the drain piping from the third (3rd) floor to the fourth (4th) floor), and (b) shall not be unreasonably withheld, conditioned, or delayed with respect to plans and drawings related to all other non-structural Alterations. Such approval shall not constitute either (x) approval of any delay caused by Tenant or a waiver of any right or remedy that may arise as a result of such delay, or (y) Landlord's representation that such approved plans, drawings, or changes comply with any or all Laws. Any deficiency in design or construction, although the same had prior approval of Landlord, shall be solely the responsibility of Tenant. All materials and equipment furnished by Tenant shall be new or like-new and all work shall be done in a first-class workmanlike manner. If Landlord fails to respond to a request for approval of any Tenant submitted plans (or subsequent changes thereto) within five (5) business days following Landlord's receipt thereof, then Tenant shall submit a second written notice to Landlord stating that Landlord's approval shall be

deemed given in the event that Landlord does not respond within three (3) business days following Landlord's receipt thereof, and if, thereafter, following expiration of said three (3) business day period, Landlord shall also fail to respond to Tenant, then the subject plans shall be deemed finally approved by Landlord. Any Landlord rejection of any Tenant submitted plans shall be communicated to Tenant in writing, along with Landlord's sufficiently detailed comments as necessary for Tenant's design professional(s) to address such comments and make necessary revisions to said plans toward resubmission to Landlord for its further review and approval. Landlord shall then review the resubmitted plans, and provide Landlord's approval or rejection of the same, within five (5) business days after Landlord's receipt of such revised plans. If Landlord shall again reject the revised plans, then the above procedures and process shall again be followed (although, Landlord shall be allowed three (3) business days to review, approve, or reject any such resubmitted plans with sufficiently detailed comments as aforesaid) until Landlord shall have approved the subject plans.

6. General Requirements.

(a) Tenant construction shall proceed only on the basis of the Final Construction Drawings. Changes that occur during actual construction that differ from same shall require alterations at Tenant's expense to restore compliance with the Final Construction Drawings, except to the extent that such changes are made pursuant to mutually approved change orders to the Final Construction Drawings. No drawings are considered "approved" unless they bear Landlord's signature of approval. Upon advance notice to Tenant and after obtaining Tenant's consent, not to be unreasonably withheld, conditioned, or delayed, Tenant will be responsible for paying for Landlord's review of documents based on the actual out-of-pocket costs paid by Landlord to third parties.

(b) Landlord shall have no obligation or responsibility to Tenant in respect of minor deviations in the actual dimensions of the Premises. Tenant shall have the affirmative obligation to conduct an on-site verification of all measurements and dimensions prior to letting any contracts for the performance of the Refurbishment Work and prior to ordering the fabrication of any trade fixtures.

(c) Following Landlord's approval of the Final Construction Drawings and prior to the commencement of any construction hereunder, Tenant shall submit the following to Landlord:

1. Names of general contractor (including main office name, address, phone, and fax, and, as soon as it becomes available, project manager name, direct phone, fax, cell phone, and email address, superintendent and field supervisor name, direct phone, job phone, cell phone, fax, and email address) and all subcontractors (with full contact information for office and field supervision as listed above for general contractor), all of which shall be subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned, or delayed so long as such general contractor and subcontractors are reputable, licensed, insured, and bondable contractors capable of performing quality workmanship and working in harmony with (and not causing any labor disruption or dispute among) the contractors of Landlord and the other tenants and occupants of the Building;

2. Proof of financial ability;

3. Tenant/contractor insurance coverage;

4. Payment for the Refurbishment Work to be performed by Landlord at Tenant's expense, if any;

5. Copy of building permit(s);
6. Completion schedule from Tenant's contractor;
7. Proof of utility application/deposit (if any are to be required) to Landlord; and
8. Written acknowledgment by Tenant and its general contractor that the Rules and Procedures for Contractors attached as Schedule 1 to Exhibit B of the Original Lease (the "**Construction Rules**") shall be adhered to during the performance of the Refurbishment Work.

7. Time for Commencement and Completion of the Refurbishment Work. Tenant will commence and perform construction of the Refurbishment Work at a time (or times) and in a manner which will not interfere with the Landlord Improvement Work, and will perform and complete the Refurbishment Work in compliance with all applicable Laws, the Construction Rules, and such rules and regulations as Landlord and its architect and contractor, or contractors, may reasonably make upon reasonable prior notice to Tenant.

8. Non-Interference. Any construction or other work that produces excessive noise or otherwise interferes with other tenants of the Building shall be performed at times other than Building Hours. Landlord may stop any construction or other work that unreasonably interferes with the activities of other tenants of the Building during Building Hours.

9. Obligations. Each of Landlord and Tenant shall perform promptly such of its monetary and other obligations contained in this Work Letter and the Lease, as amended hereby, with respect to the Refurbishment Work and the Refurbishment Allowance as are to be performed by Landlord or Tenant, as the case may be, whether the same accrue before or after the Effective Date hereof.

10. Completion of the Refurbishment Work. At such time as the Refurbishment Work shall be completed, Tenant, at its sole cost and expense and without cost to Landlord, shall:

(a) Furnish evidence satisfactory to Landlord that all of the Refurbishment Work has been completed and paid for in full (and such work has been reasonably accepted by Landlord), that any and all liens therefor that have been or might be filed have been discharged of record (by payment, bond, order of a court of competent jurisdiction, or otherwise) or waived, and that no security interests relating thereto are outstanding (provided, however, that that (i) Landlord shall indemnify and hold harmless Tenant with respect to any liens or claims to the extent resulting from Landlord's failure to fund and pay the Refurbishment Allowance within the time period set forth herein, and otherwise upon the terms and conditions set forth herein, following Landlord's receipt of all of the draw documentation therefor as set forth in Subsection 3(c) of this Work Letter, and (ii) Tenant shall indemnify and hold harmless Landlord with respect to any liens or claims to the extent resulting from Tenant's failure to use and apply any portion of the Refurbishment Allowance disbursed by Landlord hereunder for the prompt and timely payment of Tenant's contractors, subcontractors, architects, engineers, consultants, suppliers, and/or materialmen);

(b) Reimburse Landlord for the cost of any Refurbishment Work done for Tenant by Landlord at Tenant's request (subject to application of the Refurbishment Allowance, or any then-remaining balance thereof, hereunder);

(c) Furnish to Landlord all certifications and approvals with respect to the Refurbishment Work that may be required from any governmental authority and any board of fire underwriters or similar body for the use and occupancy of the Premises;

(d) Furnish Landlord with two (2) sets of complete "as built" drawings (including, but not limited to, mechanical, electrical, plumbing, fire-protection, fire-alarm, and architectural as-built drawings) and CADD files of the Premises;

(e) Furnish to Landlord certificates of insurance evidencing the insurance required of Tenant by Article XIII (Insurance) of the Lease;

(f) Furnish a statement from Tenant's architect certifying that all work performed in the Premises is in accordance with the Final Construction Drawings approved by Landlord; and

(g) Furnish all guaranties and/or warranties in accordance with this Work Letter.

(h) Tenant shall not be required to furnish a certified HVAC Test and Balance Report to Landlord hereunder; provided, however, if, and to the extent that, the Refurbishment Work or any portion thereof materially or adversely interferes with or disrupts the existing HVAC service in or to the Premises, Landlord shall have no responsibility or liability for any such interference or disruption, it being acknowledged, understood, and agreed that Landlord's obligations with respect to such HVAC service shall be and remain as currently set forth in the Lease.

11. Work Standards. All of the Refurbishment Work shall be done and installed in compliance with all Laws and with the overall design and construction standards of the Building.

12. Permits. As expeditiously as possible, Tenant shall file all applications, plans, and specifications, pay all fees, and obtain all permits, certificates, and other approvals required by the jurisdiction in which the Building is located and any other authorities having jurisdiction in connection with the commencement and completion of the Refurbishment Work, and diligently and in good faith pursue same so that all permits and approvals are issued as soon as practicable. If minor modifications are at any time required by government authorities to any such plans or specifications, then Tenant shall make such modifications. Tenant shall permit Landlord to assist Tenant (and Landlord shall reasonably cooperate with Tenant) in obtaining all such permits and other items at no additional cost to Landlord. Tenant shall obtain a Non-Residential Use and Occupancy Permit (or its equivalent) and all other approvals required for Tenant to use and occupy the Premises and to open for business to the public. Copies of all building permits/occupancy permits are to be forwarded to Landlord.

13. Contractor Insurance. Tenant's contractors and subcontractors shall be required to provide, in addition to the insurance required of Tenant pursuant to Article XIII (Insurance) of the Lease, the following types of insurance:

(a) Builder's Risk Insurance. At all times during the period between the commencement of construction of the Refurbishment Work and the completion thereof, Tenant shall maintain, or cause to be maintained, casualty insurance in Builder's Risk Form covering Landlord, Landlord's Representatives, the Landlord Insured Parties, and their respective Agents, Tenant, and Tenant's contractors, as their interest may appear, against loss or damage by fire, vandalism, and malicious mischief and other such risks as are customarily covered by the so-called "broad form extended coverage endorsement" upon all Refurbishment Work in place and all materials stored at the site of the Refurbishment Work, and all materials, equipment, supplies, and temporary structures of all kinds

incident to the Refurbishment Work and builder's machinery, tools, and equipment, all while forming a part of, or on the Premises, or when adjacent thereto, while on drives, sidewalks, streets, or alleys, all on a completed value basis for the full insurable value at all times. Said Builder's Risk Insurance shall contain an express waiver of any right of subrogation by the insurer against Landlord, Landlord's Representatives, the Landlord Insured Parties, and their respective Agents.

(b) Worker's Compensation. At all times during the period of construction of the Refurbishment Work, Tenant's contractors and subcontractors shall maintain in effect statutory worker's compensation as required by the jurisdiction in which the Building is located.

14. Contractor Liability. Tenant assumes the responsibility and liability for any and all injuries or death of any or all persons, including Tenant's contractors and subcontractors, and their respective employees and contractors, and for any and all damages to property caused by, or resulting from or arising out of any act or omission on the part of Tenant and/or Tenant's Affiliates or Agents. Tenant's contractors or subcontractors or their respective employees, in the prosecution of the Refurbishment Work, and with respect to such work, agree to indemnify and save free and harmless Landlord, Landlord's Representatives, the Landlord Insured Parties, and their respective Agents from and against all losses and/or expenses, including reasonable legal fees and expenses, which they may suffer or pay as the result of any damage to the Building, or claims or lawsuits due to, because of, or arising out of any and all such injuries or death and/or damage, whether real or alleged, and Tenant and Tenant's contractors and/or subcontractors or their respective insurance companies shall assume and defend at their own expense all such claims or lawsuits. Tenant agrees to insure this assumed liability in its policy of Broad Form Commercial General Liability insurance and the certificate of insurance or copy of the policy that Tenant will present to Landlord shall so indicate such contractual coverage.

15. Coordination. Tenant shall schedule and coordinate with Landlord the construction of the Refurbishment Work (and the means and times of access to and from the Premises by Tenant and Tenant's contractors, subcontractors, deliverymen, and agents) so as not to interfere with the normal operations of the Building or the operations of or construction for other tenants in the Building and Landlord shall do the same as it relates to the coordination of other tenant work. All use of elevators is subject to reasonable scheduling by Landlord and governmental restrictions.

16. Roof. Landlord retains the sole right to disallow any and all roof penetrations by Tenant and roof installation of equipment and/or structures by Tenant, except as otherwise provided in the Lease.

17. Loads. No item shall be mounted on or hung from the interior or exterior of the Building by Tenant without Landlord's prior written approval, and in accordance with Article XXVIII (Roof Rights). If Tenant desires to mount or hang anything, Tenant shall notify Landlord of the loads involved and shall pay all costs involved.

18. Ducts. Tenant shall permit Landlord or its Agents to install, maintain, repair, and replace in the ceiling space and/or under the concrete slab, adjacent to demising partitions and free standing columns, electrical, water or other lines and/or ducts that may be required to serve the Common Areas or others in the Building.

19. Contractor Responsibilities. It shall be Tenant's responsibility to cause each of Tenant's contractors and subcontractors to:

(a) Maintain continuous protection of any premises adjacent to the Premises in such a manner (including the use of lights, guardrails, barricades, and dust-proof partitions where required) as to prevent any damage to adjacent premises by reason of the performance of the Refurbishment Work.

(b) Secure all parts of the Refurbishment Work against accident, storm, and any other hazard. However, no barricades or other protective device shall extend more than two (2) feet beyond the Premises. In addition to the foregoing, Tenant's barricade or other protective device shall be attractive in appearance, shall extend across the frontage and full height of the Premises, and shall be of materials approved by Landlord. Such partition shall not interfere with Landlord's completion of Common Areas of the Building.

(c) [Intentionally Omitted]

(d) Comply strictly with the Construction Rules, and Tenant agrees to be responsible for any violations thereof.

(e) Remove and dispose of, at Tenant's sole cost and expense, at least daily and more frequently as Landlord may direct, all debris and rubbish caused by or resulting from the Refurbishment Work, and upon completion, to remove all temporary structures, surplus materials, debris, and rubbish of whatever kind remaining on any part of the Building or in proximity thereto which was brought in or created in the performance of the Refurbishment Work (including stocking refuse). If at any time Tenant's contractors and subcontractors shall neglect, refuse, or fail to remove any debris, rubbish, surplus materials, or temporary structures, Landlord, at its sole option, may, upon twenty-four (24) hours' prior notice to Tenant and Tenant's failure to complete such removal within such 24-hour period, remove the same at Tenant's expense.

(f) Use only the Premises (inclusive of the Third Floor Premises during the Post-Contraction Possession Period) for the performance of the Refurbishment Work. Entry into areas outside of the Premises unrelated to the performance of the Refurbishment Work is prohibited.

(g) Guarantee that the work done by it will be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. Tenant shall also require that any such contractors and subcontractors shall be responsible for the replacement or repair without charge for any and all work done or furnished by or through such contractors or subcontractors which becomes defective within one (1) year after completion. Replacement or repair of such work shall include, without charge, all expenses and damages in connection with such removal, replacement, or repair of all or any part of such work, or any part of the Building which may have been damaged or disturbed thereby. All warranties or guarantees as to materials or workmanship or with respect to the Refurbishment Work shall be contained in the contract or subcontract, which shall provide that said guarantees or warranties shall inure to the benefit of both Landlord and Tenant and be directly enforceable by either of them. Tenant covenants to give to Landlord any assignment or other assurance necessary to effect such right of direct enforcement.

20. Utilities. All utility charges for the Premises shall be paid pursuant to the terms of the Lease. Any use by Tenant or any of Tenant's contractors or subcontractors of the freight elevator(s) and/or loading dock(s) of the Building shall be subject to the applicable terms and provisions of the Lease.

21. No Bond Requirement. Notwithstanding anything to the contrary set forth in the Lease or this Work Letter, Tenant shall not be required to obtain or provide any completion or performance

bond(s) in connection with all or any portion of the Refurbishment Work performed by Tenant or on Tenant's behalf under this Work Letter.

Witness my hand *and seal*:

Landlord: _____, *SEAL*

Tenant: _____, *SEAL*