

## SIXTH AMENDMENT TO LEASE

**THIS SIXTH AMENDMENT TO LEASE** (this “**Amendment**”) is made and entered into as of July 16, 2021 (the “**Effective Date**”), by and between **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company (“**Landlord**”), and **INTERNATIONAL BUSINESS MACHINES CORPORATION**, a New York corporation (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord, as successor-in-interest, is the landlord and Tenant is the tenant under that certain Lease dated as of February 14, 2002 (the “**Original Lease**”), as amended by that certain First Amendment to Lease dated as of December 8, 2005 (the “**First Amendment**”), that certain Second Amendment to Lease dated as of April 30, 2006 (the “**Second Amendment**”), that certain Third Amendment to Lease dated as of September 27, 2011 (the “**Third Amendment**”), that certain Fourth Amendment to Lease dated as of February 16, 2017 (the “**Fourth Amendment**”) and that certain Fifth Amendment to Lease dated as of February 3, 2021 (the “**Fifth Amendment**”, and together with the Original Lease, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, collectively, the “**Lease**”), for certain premises (the “**Premises**”) deemed to comprise 22,639 rentable square feet in the aggregate and consisting of (i) 14,090 rentable square feet located on the fifth (5th) floor, and (ii) 8,549 rentable square feet located on the sixth (6th) floor, all in the building (the “**Building**”) commonly known as Sunset Corporate Plaza I and located at 11107 Sunset Hills Road, Reston, Virginia 20190, for a term (the “**Term**”) currently expiring on July 31, 2024; and

WHEREAS, Landlord and Tenant desire to provide Tenant with an option to further extend the Term, 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 Option.**

A. Tenant shall have the one time option to extend the term of this Lease for the entirety of the Premises for an additional three (3) year term (an “**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 (as hereinafter defined) 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. Such option shall be exercised by written notice (the “**Renewal Notice**”) to Landlord no earlier than July 31, 2023 but no later than October 31, 2023. The Extended Term shall commence at the expiration of the current Term. In the event that Landlord does not receive the Renewal Notice prior to the expiration of such time period (time being of the essence with respect thereto), then such option to renew the Term shall, upon the expiration of such time period, 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 that are contained herein for the current Term, except as expressly provided herein to the contrary and except for provisions that are inapplicable to an Extended Term. The Fixed Rent during the Extended Term shall be at an annual rate equal to the then current fair market renewal rental rate for comparable space in comparable office buildings in Reston, Virginia, taking into account an adjustment of the Operating Expense Base Year and the Real Estate Tax Base Year (the “**FMR**”).

B. 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 Renewal Notice, 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. “**Three Broker Method**” shall operate as follows: The FMR shall be based upon one hundred percent (100%) of the current fair market rental rate for comparable space in comparable office buildings in Reston, Virginia, which 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. In the event Landlord and Tenant do not mutually agree on the FMR, Landlord and Tenant shall make their appointments within five (5) business days after expiration of the period provided for Landlord and Tenant to agree on the FMR. 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.

### **3. 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. Under no circumstances shall Tenant be entitled to any Rent abatement, improvement allowance, leasehold improvements, or other work related to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into

the Lease or any prior amendment, in connection with this Amendment. The mutual obligations of the parties as provided herein are the sole consideration for this Amendment.

C. Tenant agrees that neither Tenant nor its agents or any other parties acting on behalf of Tenant shall disclose any matters set forth in this Amendment or disseminate or distribute any information concerning the terms, details or conditions hereof to any person, firm or entity without obtaining the express written consent of Landlord.

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

E. Interpretation of this Amendment shall be governed by the laws of the Commonwealth of Virginia.

F. Each party to this Amendment represents that its signatory has the authority to execute and deliver the same on behalf of the party for which such signatory is acting.

G. This Amendment shall not be binding until executed and delivered by both parties. This Amendment may not be amended except in writing signed by both parties.

H. Signatures to this Amendment transmitted by electronic means shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Amendment with its actual signature to the other party upon such other party's request therefor, but a failure to do so shall not affect the enforceability of this Amendment, it being expressly agreed that each party to this Agreement shall be bound by its own electronically transmitted signature and shall accept the electronically transmitted signature of the other party to this Amendment.

I. This Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

J. From and after the Effective Date hereof, all references to the term "Lease" or words of similar import that are contained in the Lease and any amendments or modifications thereto, shall hereinafter refer to the Lease as modified by this Amendment.

K. Except as set forth in this Amendment, the terms, covenants, conditions, and agreements of the Lease shall remain unmodified and otherwise in full force and effect. In the event of any inconsistency between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall govern and control.

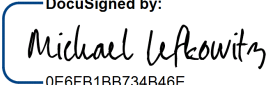
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date first above written.

LANDLORD:

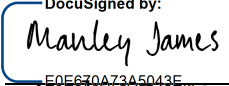
**PRIM SUNSET HILLS VIRGINIA LLC**, a  
Delaware limited liability company

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

DocuSigned by:  
  
By: 0E6FB1BB734B46E...  
Name: Michael Lefkowitz  
Title: Authorized Signatory

TENANT:

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

DocuSigned by:  
  
By: E0E670A73A5043E  
Name: Manley James  
Title: Sr Program Manager