

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE (this "**Fifth Amendment**") is made and entered into as of this ____ day of _____, 2023, by and between WG Tavern Square Venture, LLC, a Delaware limited liability company having an address at c/o Cambridge Asset Advisors LLC, 8391 Old Courthouse Road, Suite 210, Vienna, Virginia 22182 ("**Landlord**"), and the City of Alexandria, Virginia, a municipal corporation of Virginia ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord, as the assignee of Tavern Square, LLC, and Tenant are parties to that certain Office Lease dated as of February 17, 2016, as amended by that certain First Amendment dated as of September 14, 2016, by that certain Second Amendment dated as of July 26, 2018, by that certain Third Amendment dated as of October 26, 2018 and by that certain Fourth Amendment dated as of June 22, 2021 (as amended, the "**Existing Lease**"), with respect to approximately 56,221 rentable square feet of office space (the "**Existing Office Premises**") and 560 square feet of storage space (the "**Storage Space**" and, collectively with the Existing Office Premises, the "**Existing Premises**"), such Existing Premises being located in portions of the buildings at 421 King Street, 123 North Pitt Street, 110 North Royal Street and 132 North Royal Street, Alexandria, Virginia (collectively, the "**Buildings**");

WHEREAS, Tenant desires to expand the size of the Existing Office Premises by an additional 625 rentable square feet of floor area, in the location depicted in Schedule 1 attached hereto and being known as Suite 275K in the building located at 421 King Street, Alexandria, Virginia, and Landlord and Tenant have agreed to such modification to the Existing Lease upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below, of Ten Dollars (\$10.00) in hand paid, and of other good and valuable consideration, the receipt and sufficiency of all the foregoing hereby being acknowledged by the parties hereto, Landlord and Tenant, intending legally to be bound, agree as follows:

1. Recitals. The Recitals are not prefatory but are an integral part hereof.
2. Capitalized Terms. Capitalized terms used in this Fifth Amendment shall have the meaning ascribed to such term in the Existing Lease unless such term is specifically defined in this Fifth Amendment.
3. Lease of Expansion Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon all of the terms and conditions of the Existing Lease, as amended by this Fifth Amendment, those certain premises located on the second floor of the building located at 421 King Street, Alexandria, Virginia and depicted on Schedule 1 attached hereto and made a part hereof, containing, in the aggregate, approximately 625 rentable square feet of office space and being known as Suite 275K (the "**Expansion Premises**" and, together

with the Existing Premises, comprising, in the aggregate, approximately 56,846 rentable square feet of office space and approximately 560 square feet of storage space). From and after the Effective Date of this Fifth Amendment, as defined in Paragraph 4 below, (i) the term “Lease” shall refer to the Existing Lease as amended by the terms of this Fifth Amendment and (ii) the term “Premises” shall refer to the Existing Premises and the Expansion Premises, collectively.

4. Term. The Term of the Lease as it applies to the Expansion Premises shall commence upon the date of full execution of this Fifth Amendment by Landlord and Tenant (the “**Effective Date**”) and shall have an expiration date of November 30, 2028, while coterminous with the Lease as it applies to the Existing Premises, having an expiration date of August 31, 2033.

5. Fixed Rent for the Expansion Premises. Landlord and Tenant agree that, commencing on the Effective Date and continuing for the remainder of the Term of the Lease, Tenant shall pay Landlord Fixed Rent with respect to the Expansion Premises at the same rate, per rentable square foot, as is being paid with respect to the Existing Office Premises, as detailed in the Fourth Amendment to the Lease. By way of example, commencing on the Effective Date, Fixed Rent for the Expansion Premises for the month of December 2023 shall be at the rental rate of \$29.00 per rentable square foot, being \$18,125.00 for the Lease Year commencing July 1, 2023 and expiring June 30, 2024, and shall be payable in monthly installments of Fixed Rent in the amount of \$1,510.42 for each month within said Lease Year. Fixed Rent shall increase annually on July 1 of each year within the Lease Term in accordance with the rent schedule set forth in the Fourth Amendment to Lease between Landlord and Tenant. Notwithstanding the foregoing, provided there is no then-current Event of Default as set forth in this Lease, Tenant shall not be obligated to pay the Monthly Base Rent with respect to the Expansion Premises for the months of August, September, October and December of 2023.

6. Tenant’s Share. Commencing as of the Effective Date, Tenant’s Share, as defined in Section 1.12 of the Lease, shall be increased from Thirty-six and 02/100 percent (36.02%) to Thirty-six and 42/100 percent (36.42%).

7. Tenant Allowance. Tenant accepts the Expansion Premises in its “as-is” condition. While Landlord has no obligation to make any improvements to the Expansion Premises in connection with this Fifth Amendment, Landlord shall provide Tenant an allowance (the “**Allowance**”) equal to Twelve Dollars (\$12.00) per square foot in the Expansion Premises, being the sum of Seven Thousand Five Hundred Dollars (\$7,500.00), which shall be applied to the cost of construction of improvements to the Expansion Premises, as approved by Landlord in writing in accordance with the terms of the Lease (the “**Expansion Refurbishment**”). The Allowance shall be applied toward the “hard” and “soft” costs of construction of the Expansion Refurbishment, including architectural and engineering services and fees, wiring and data cabling, project management services and permit fees. Tenant shall not be entitled to receive any balance of the Allowance after full payment of the cost of the Expansion Refurbishment. The Expansion Refurbishment shall be performed by Landlord’s general contractor. Tenant shall reimburse Landlord, which Landlord may pay directly from the Allowance, for reasonable out-of-pocket expenses incurred in connection with Landlord’s review of the construction documents relating to the Tenant Refurbishment. Landlord shall provide Tenant reasonable evidence of such

out-of-pocket expenses. Any portion of the Allowance not properly requisitioned by Tenant on or before August 1, 2024, shall be retained by Landlord.

8. Brokers. Tenant represents and warrants that it has dealt with no broker in connection with this Fifth Amendment other than Cambridge Property Group LLC.

9. Ratification. Except as otherwise expressly modified by the terms of this Amendment, the Lease shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Lease not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and as further amended hereby, constitute valid and binding obligations of Tenant enforceable according to the terms thereof.

10. Authority. Tenant and each of the persons executing this Amendment on behalf of Tenant hereby covenants and warrants that Tenant is a duly organized municipal corporation, validly existing and in good standing under the laws of the Commonwealth of Virginia, that Tenant has full right and authority to enter into this Fifth Amendment, and that the person signing on behalf of Tenant is authorized to do so on behalf of Tenant.

11. Binding Effect. All of the covenants contained in this Fifth Amendment, including, but not limited to, all covenants of the Lease as modified hereby, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

12. Effectiveness. The submission of this Fifth Amendment shall not constitute an offer, and this Fifth Amendment shall not be effective and binding unless and until fully executed and delivered by each of the parties hereto.

13. Counterparts. This Fifth Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute one and the same Amendment.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Fifth Amendment as of the date first above written.

LANDLORD:

WG Tavern Square Venture, LLC

By: Tavern Square Holdings IV (ERISA), LLC, a Delaware limited liability company, its Managing Member

By: _____ [SEAL]
Name:
Title:

By: _____ [SEAL]
Name:
Title:

[Signatures continue on the following pages]

TENANT:

City of Alexandria, a municipal corporation
of Virginia

Approved as to form:

By: _____
Office of the City Attorney

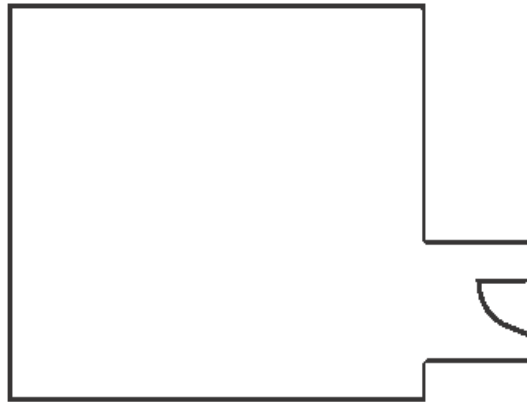
By: _____ [SEAL]

Name: _____

Title: _____

SCHEDULE 1

Expansion Premises



King Street



Knowledge
Economics
Energy
Cambridge
Executive Group LLC