

GOVERNOR'S DEVELOPMENT OPPORTUNITY FUND GRANT

FIRST AMENDMENT TO PERFORMANCE AGREEMENT

This **FIRST AMENDMENT TO PERFORMANCE AGREEMENT** (this "**First Amendment**"), is made and entered on the date of full execution (the "**Effective Date**") by and among the **COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA** (the "**County**"), a political subdivision of the Commonwealth of Virginia (the "**Commonwealth**"), **THE CORPORATE EXECUTIVE BOARD COMPANY**, a Delaware corporation authorized to transact business in the Commonwealth, **GARTNER, INC.**, a Delaware corporation authorized to transact business in the Commonwealth, **CAPTERRA INC.**, a Delaware corporation authorized to transact business in the Commonwealth, and the **INDUSTRIAL DEVELOPMENT AUTHORITY OF ARLINGTON COUNTY** (the "**IDA**"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, this First Amendment amends the Performance Agreement dated as of October 2, 2014 ("**Performance Agreement**"), among the County, The Corporate Executive Board Company, and the IDA;

WHEREAS, capitalized terms defined in the Performance Agreement shall have the same meanings when used in this First Amendment, unless otherwise noted herein;

WHEREAS, pursuant to the Performance Agreement, the County was awarded a \$4,500,000 GOF Grant, with the expectation that the proceeds of the GOF Grant would be made available to The Corporate Executive Board Company, which would endeavor to achieve the Capital Investment Target and the New Jobs Target by the Performance Date; and

WHEREAS, the County, The Corporate Executive Board Company, and the IDA desire to amend the Performance Agreement to reflect certain corporate transactions involving The Corporate Executive Board Company since the date of the Performance Agreement:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

1. The definition of "CEB" in the Performance Agreement will now be deemed to include, jointly and severally, The Corporate Executive Board Company; Gartner, Inc. and Capterra, Inc.

2. The definition of "New Job" in Section 1 of the Performance Agreement is deleted and replaced with the following definition:

“New Job” means new permanent full-time employment of an indefinite duration at the CEB Facility for which the standard fringe benefits are provided by CEB for the employee, and for which CEB pays an Average Annual Wage of at least \$122,083, including bonuses and other performance-based compensation. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of CEB’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to CEB’s 1,279 full-time jobs in the County as of October 22, 2013; Gartner, Inc.’s 157 full-time employees in the Commonwealth as of December 31, 2016; and Capterra, Inc.’s 66 full-time employees in the Commonwealth as of December 31, 2016, which together total 1,502.

3. With the conditions described in Paragraphs 1 and 2 above, CEB may count toward its New Jobs Target any New Jobs created and Maintained at the CEB Facility by The Corporate Executive Board Company, Gartner, Inc. or Capterra, Inc. and may count toward its Capital Investment Target any Capital Investments made or caused to be made at the CEB Facility by The Corporate Executive Board Company, Gartner, Inc. or Capterra, Inc.

4. For the purposes of Section 7(a) of the Performance Agreement, notices, demands and communications to CEB will be sent to:

Gartner, Inc.
56 Top Gallant Road
Stamford, CT 06902
Attn: Craig Safian, Chief Financial Officer
Fax: 203-547-6031
Email: craig.safian@gartner.com

Gartner, Inc.
56 Top Gallant Road
Stamford, CT 06902
Attn: GaganDeep Singh, Group Vice President
Fax: 866-618-0806
Email: gagandeep.singh@gartner.com

5. All other provisions of the Performance Agreement remain in full force and effect.

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**INDUSTRIAL DEVELOPMENT
AUTHORITY OF ARLINGTON
COUNTY**, a political subdivision of the
Commonwealth of Virginia

By: *E. L. Wildhack*
Elizabeth Wildhack, Chair

ACKNOWLEDGMENT

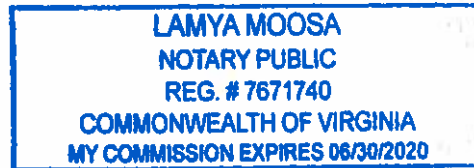
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

On this the 6 day of February, 2018, before me, personally appeared Elizabeth Wildhack, who acknowledged herself to be the Chair of the Industrial Development Authority of Arlington County in the above instrument, and that she, as Chair, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Industrial Development Authority of Arlington County, a political subdivision of the Commonwealth of Virginia by himself as Chairman of the Industrial Development Authority of Arlington County.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lamya Moosa
Notary Public

My Commission Expires: 06/30/2020



**THE CORPORATE EXECUTIVE
BOARD COMPANY**, a Delaware
corporation

By: 
Kevin Tang, Assistant Secretary

ACKNOWLEDGMENT

STATE OF CONNECTICUT
County OF Fairfield

On this the 29 day of January, 2018, before me, personally appeared Kevin Tang, who acknowledged himself / herself to be the Assistant Secretary of The Corporate Executive Board Company, and that he / she, as Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The Corporate Executive Board Company by himself / herself as Assistant Secretary of The Corporate Executive Board Company.

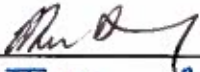
IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires: 3/31/2020

**KELLIE GORDON
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 2020**

GARTNER, INC., a Delaware corporation

By: 
Kevin Tang, Assistant Secretary

ACKNOWLEDGMENT

COMMONWEALTH / STATE OF Connecticut
County OF Fairfield

On this the 29 day of January, 2018, before me, personally appeared Kevin Tang, who acknowledged himself / herself to be the Assistant Secretary of Gartner, Inc., and that he / she, as Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Gartner, Inc. by himself / herself as Assistant Secretary of Gartner, Inc.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires: 3/31/2020

KELLIE GORDON
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 2020

CAPTERRA INC., a Delaware corporation

By: 
Kevin Tang, Assistant Secretary

ACKNOWLEDGMENT

COMMONWEALTH / STATE OF Connecticut
County OF Fairfield

On this the 29 day of January, 2018, before me, personally appeared Kevin Tang, who acknowledged himself / herself to be the Assistant Secretary of Capterra Inc., and that he / she, as Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Capterra Inc. by himself / herself as Assistant Secretary of Capterra Inc.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires: 3/31/2020

KELLIE GORDON
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 2020