Amendment Abstract Lease: J-N Vision P.C. (t0005084)

Amendment Information

Lease J-N Vision P.C.

Lease Information

Туре Renewal

In Process SIP CREF 6849 Old Dominion LLC(sipwd001) **Status Property** Customer 6

Terms From 10/1/2024 **Lease From** 7/1/1998 То 3/31/2025 Lease To 9/30/2024

Effective Date

Contracted Area 2,503.00 Description 7th Amendment

Space				
Unit	Building	Floor	Area Status	
230		F02	2,503.00 In	

Charge Schedules

					Cita	inge senedan	C.S					
Charge Code	Cha Des	•	Date From	Date	То	Monthly Amt	Annual Amt	Area	A	mt Per Area		Mgmt fees
estope	OPE Inco	-Recovery ome	10/1/2024	3/31/2	025	613.71	7,364.52	2,503.00		0.25 /M	10	0.00
esttax	TAX Inco	-Recovery ome	10/1/2024	3/31/2	3/31/2025		692.40	2,503.00		0.02 /M	10	0.00
parking		ing - Fixed tract	10/1/2024	3/31/2	025	300.00	3,600.00	2,503.00		0.12 /M	10	0.00
rentoff	Base	e Rent-Office	10/1/2024	3/31/2	025	9,390.70	112,688.40	2,503.00		3.75 /M	10	0.00
						Recovery						
Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	CAP	Ceiling	Mgmt fees %	ProRata %	
OPEX	opexall	Operating Expenses ALL	10/1/2024	3/31/2025	12	12/1/2021 12:00:00 AM	641,507.46	0.00	0.00	0.00	3.72	0.00
	Anchor	Anchor Deduction	Anchor Group	CAP Inc %	Recovery Factor %	Numerator	Denominator					
	N	N		0.00	0.00	GLA	65,269.00	,				
Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	CAP	Ceiling	Mgmt fees %	ProRata %	
OPEX	opexgros	Opex Gross	10/1/2024	3/31/2025	12	12/1/2021 12:00:00 AM	641,507.46	0.00	0.00	0.00	3.72	100.00
	Anchor	Anchor Deduction	Anchor Group	CAP Inc %	Recovery Factor %	Numerator	Denominator					
	N	N		0.00	0.00	GLA	65,269.00					
Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	CAP	Ceiling	Mgmt fees %	ProRata %	•
TAX	tax	All Taxes	10/1/2024	3/31/2025	12	12/1/2021 12:00:00 AM	202,390.35	0.00	0.00	0.00	3.72	0.00
	Anchor	Anchor Deduction	Anchor Group	CAP Inc %	Recovery Factor %	Numerator	Denominator					
<u> </u>	N	N		0.00	0.00	GLA	GLA					_

Other Lease Provisions / Clauses				
Id	Name	Description		
parking	Parking - (8.0)	Landlord agrees to make available to relocation tenant and its employees (8) monthly unreserved parking permits. Relocation tenant shall have the right to convert (3) unreserved parking spaces to reserved parking spaces for a fee of \$100.00 per reserved parking space per month. Landlord shall waive the parking fee for the first (1st) lease year.		
other	Operating Cost - (6.0)	Commencing on August 1, 2022, relocation tenant shall pay its pro rata share, which be equal to 3.72% of operating cost. Base year shall be calendar year 2021.		

Amendment Abstract 4/23/2024 10:41:17 AM

SEVENTH AMENDMENT TO DEED OF LEASE

THIS SEVENTH AMENDMENT TO DEED OF LEASE (this "Seventh Amendment") is made and entered into as of April 22nd, 2024 (the "Effective Date"), by and between SIP / CREF 6849 Old Dominion, LLC, a Delaware limited liability company ("Landlord"), and J-N Vision P.C., a Virginia professional corporation ("Tenant").

RECITALS

- A. McLean Commercial Center Partners L.P. ("Original Landlord") and Dr. Wendy Garson and Dr. Robert Jacobs (collectively, "Original Tenants") entered into that certain Deed of Lease Agreement dated September 10, 1998 (the "Original Lease"), as amended by that First Amendment to Deed of Lease dated June 26, 2001 (the "First Amendment"), that Second Amendment to Deed of Lease dated June 30, 2004 (the "Second Amendment"), that Third Amendment to Deed of Lease dated October 15, 2007 (the "Third Amendment"), that Fourth Amendment to Deed of Lease dated October 26, 2010 (the "Fourth Amendment"), that Fifth Amendment to Deed of Lease dated September 26, 2013 (the "Fifth Amendment"), and that Sixth Amendment to Deed of Lease dated as of May 10, 2021 (the "Sixth Amendment" and together with the Original Lease, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment hereinafter collectively referred to as the "Existing Lease"), pursuant to which Tenant leases from Landlord that certain premises consisting of approximately 2,503 square feet of space designated as Suite 230 on the second (2nd) floor (the "Premises") of the building located 6849 Old Dominion Drive, McLean, Virginia (the "Building"), as more particularly described in the Existing Lease.
- B. JBG/Old Dominion Office, L.L.C., a Delaware limited liability company ("JBG/Old Dominion"), succeeded to the interest of Original Landlord in and to the Existing Lease, and Landlord succeeded to the interest of JBG/Old Dominion in and to the Existing Lease.
- C. Dr. Duc Nguyen was included as a Tenant, jointly and severally, with the Original Tenants (collectively, "<u>Drs. Garson, Jacobs, and Nguyen</u>") pursuant to the First Amendment, and Tenant succeeded to the interest of J-N Vision P.C. in the Existing Lease where Dr. Wendy Garson had no liability under the Existing Lease for any claim arising after July 31,2021. For avoidance of doubt, J-N Vision, P.C. shall be the sole Tenant under the Seventh Amendment and Dr. Wendy Garson and Dr. Robert Jacobs have been removed as Tenants of the Existing Lease and as to this Seventh Amendment as well as to any subsequent amendments to the Existing Lease.
 - D. The present term of the Existing Lease (the "Term") expires on September 30, 2024.
- E. Landlord and Tenant have agreed to extend the Term for an additional period of six (6) months.
- F. The parties desire to confirm in writing the terms and conditions of the extension of the Term and make certain other modifications to the Existing Lease, as more particularly set forth herein.

NOW THEREFORE, in consideration of the premises and such other good and valuable

consideration, the receipt and sufficiency of which hereby are acknowledged, the parties do hereby agree to amend the Existing Lease as follows.

- 1. <u>Recitals; Definitions</u>. The foregoing recitals are incorporated into this Seventh Amendment by this reference. Capitalized and defined terms used in this Seventh Amendment shall have the same meanings as those ascribed to them in the Existing Lease unless the context clearly requires otherwise. As used herein and in the Existing Lease, the term "Lease" shall mean the Existing Lease, as amended by this Seventh Amendment.
- 2. Extension of Term. The Term is hereby extended for an additional period of six (6) months (the "Extended Term"), commencing on October 1, 2024 and expiring at 11:59 PM on March 31, 2025 (the "Extended Term Expiration Date"). Except as otherwise expressly set forth herein, the Extended Term shall be upon the same covenants, agreements, provisions, terms and conditions of the Existing Lease as of the Effective Date. Tenant shall have no further right or option to extend the Term beyond the Extended Term Expiration Date. All references in the Existing Lease, as amended by this Seventh Amendment, to the "Lease Term," "Term" or "term" shall include the original term through the Extended Term.
- 3. <u>Base Rent</u>. Tenant covenants and agrees that commencing on October 1, 2024 and continuing throughout the Extended Term, Tenant shall pay to Landlord monthly installments of Base Rent for the Premises, in advance, without setoff, deduction or demand, on the first (1st) day of each calendar month, in the following amount:

Period	Annual Base Rent	Monthly Base Rent		
10/01/24 - 03/31/25*	\$112,688.40*	\$9,390.70		

^{*}Annualized; partial lease year consisting of six (6) months.

- 4. <u>Additional Rent</u>. During the Extended Term, Tenant shall continue to pay to Landlord all Additional Rent payable under the Existing Lease in accordance with the terms and conditions of the Existing Lease in effect immediately prior to the Effective Date.
- 5. <u>Condition of the Existing Premises</u>. Tenant shall continue to occupy the Premises in its "as-is" condition, without representation or warranty by Landlord, and Landlord shall have no obligation whatsoever to make any alterations, modifications, installations, changes, replacements, additions or improvements in or to any part of the Existing Premises on account of this Seventh Amendment or the Extended Term.
- 6. <u>Brokers.</u> Landlord and Tenant each hereby represent and warrant that, Colliers International DC, LLC is the sole real estate broker engaged in this transaction and shall be compensated by Landlord under a separate agreement. Landlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Landlord harmless, from and against any claim or claims for any other broker or other commission arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.
- 7. <u>Binding Effect</u>. All of the covenants of the Existing Lease, as hereby amended, shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal representatives, and permitted successors and assigns. Submission of this Seventh Amendment by Landlord for execution by Tenant shall not constitute an offer from Landlord. Consequently, neither

party hereto shall be bound under this Seventh Amendment unless and until both parties have executed this Seventh Amendment.

- 8. <u>Tenant Certification</u>. Tenant certifies to Landlord that the Existing Lease is in full force and effect, that Landlord is not in default or breach of any of Landlord's obligations under the Lease, and that, as of the Effective Date, Tenant has no claim against Landlord under the Existing Lease, as hereby amended.
- 9. <u>Ratification</u>. As amended hereby, the Existing Lease shall continue in full force and effect under the terms, provisions and conditions thereof. All other terms, covenants and conditions of the Existing Lease not herein expressly modified are hereby confirmed and ratified and remain in full force and effect.
- 10. Counterpart Copies; Electronic Signatures. This Seventh Amendment may be executed in any number of counterparts, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Seventh Amendment. The parties hereby acknowledge and agree that electronic signatures, including executing using DocuSign (or similar service), or signatures transmitted by electronic mail in PDF format shall be legal and binding and have the same legal effect as if an original of this Seventh Amendment had been delivered. The parties (i) intend to be bound by the signatures (whether original or electronic) on any document sent by electronic mail, (ii) are aware that other parties will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Seventh Amendment is based on the foregoing forms of signature.

[Remainder of page intentionally left blank; Signature Page to Follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Seventh Amendment to Deed of Lease as of the day and year first above written.

WITNESS:	<u>LANDLORD</u> :			
	SIP / CREF 6849 Old Dominion, LLC, a Delaware limited liability company			
	By: SIP 6849 Old Dominion, LLC its Manager			
	By: Valin Ilf (SEAL) Name: Vadim Goland Title: Huth Signer			
WITNESS:	TENANT:			
	J-N VISION P.C., a Virginia professional corporation			
Kalis Kandalb	By: Duc Nguyen			
	Name: Duc Nguyen			