

## SECOND AMENDMENT TO DEED OF LEASE

THIS SECOND AMENDMENT TO DEED OF LEASE ("Second Amendment") is made this 15<sup>th</sup> day of May, 2017 (the "Effective Date"), by and between JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company ("Landlord"), as successor in interest to 6849 Partners, L.P. ("Original Landlord"), and PRO MOTION PHYSICAL THERAPY, LLC, a Virginia limited liability company ("Tenant").

### WITNESSETH:

WHEREAS, by that certain Deed of Lease dated September 1, 2007 (the "Original Lease"), Original Landlord leased to Tenant and Tenant leased from Original Landlord certain space comprising Three Thousand Eight Hundred Forty-Eight (3,848) square feet of rentable area known as Suites 219 and 221 (collectively, the "Original Premises") in the building located at 6849 Old Dominion Drive, McLean, Virginia (the "Building"), upon the terms and conditions set forth in the Original Lease;

WHEREAS, all of the right, title and interest of Original Landlord in the Building was transferred to Landlord and all of the right, title and interest of Original Landlord in the Lease was assigned to Landlord;

WHEREAS, by that certain First Amendment to Deed of Lease dated December 4, 2012 (the "First Amendment"), Landlord and Tenant agreed to relocate the Premises from the Original Premises to that space comprising approximately Two Thousand Seven Hundred Ninety-Five (2,795) square feet of rentable area located on the third floor of the Building known as Suite 330 and to extend the Term of the Lease;

WHEREAS, the Original Lease and the First Amendment shall be referred to collectively herein as the "Lease";

WHEREAS, the Term of the Lease is currently scheduled to expire on May 31, 2018; and

WHEREAS, Landlord and Tenant wish to amend the Lease in order to further extend the Term of the Lease, and to otherwise modify the terms and conditions of the Lease, as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used in this Second Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. Extension Period. The parties hereto agree that the Term of the Lease is hereby extended for a period (the "Extension Period") of seven (7) years and eight (8) months commencing on June 1, 2018 (the "Extension Period Commencement Date") and, accordingly,

the Extension Period and the Term of the Lease shall expire at 11:59 p.m. on January 31, 2026, unless earlier terminated pursuant to the provisions of the Lease, as modified by this Second Amendment, or pursuant to Law.

3. Extension Period Base Rent. Notwithstanding anything to the contrary contained in the Lease, effective on the Extension Period Commencement Date and continuing thereafter through and including the expiration of the Extension Period, Tenant shall pay to Landlord Base Rent (sometimes referred to in this Second Amendment as “Extension Period Base Rent”) with respect to the Premises without notice, demand, deduction or set off on the first day of each calendar month during the Extension Period in the following amounts:

<u>Lease Period</u>	Rate of Extension Period Base Rent Per Square Foot Per Annum	Rate of Extension Period Base Rent Per Annum	Rate of the Monthly Installments of Extension Period Base Rent
06/01/18 – 05/31/19	\$34.50	\$96,427.50	\$8,035.63
06/01/19 – 05/31/20	\$35.45	\$99,082.75	\$8,256.90
06/01/20 – 05/31/21	\$36.42	\$101,793.90	\$8,482.83
06/01/21 – 05/31/22	\$37.42	\$104,588.90	\$8,715.74
06/01/22 – 05/31/23	\$38.45	\$107,467.75	\$8,955.65
06/01/23 – 05/31/24	\$39.51	\$110,430.45	\$9,202.54
06/01/24 – 05/31/25	\$40.60	\$113,477.00	\$9,456.42
06/01/25 – 01/31/26	\$41.72	\$116,607.40	\$9,717.28

The Extension Period Base Rent shall be subject to the provisions of Article VI of the Lease (captioned “Rent”) except that the provisions of Section 6.02 of the Lease (captioned “Base Rent Escalation”) shall not apply during the Extension Period (it being agreed by the parties that the Extension Period Base Rent shall be escalated as set forth in this Paragraph 3).

4. Base Rent Abatement. Notwithstanding anything to the contrary contained in the Lease or herein, Landlord shall grant to Tenant a “rent holiday” from the payment of the monthly installments of (i) New Premises Base Rent for the first four (4) full calendar months following the Effective Date (the “First Free Rent Period”), provided, that, if the Effective Date is not the first day of a calendar month, then the First Free Rent Period shall commence on the first day of the calendar month immediately following the calendar month in which the Effective Date occurred) in the amounts set forth in Section 24.03 of the Lease (which is set forth in Paragraph 3 of the First Amendment), and (ii) Extension Period Base Rent for the first four (4) full calendar months of the Extension Period in the amounts set forth in Paragraph 3 of this Second Amendment (the “Second Free Rent Period”) (the First Free Rent Period and the Second Free Rent Period are referred to collectively herein as the “Second Amendment Free Rent Period” and such rental abatement is hereinafter referred to as the “Second Amendment Free Rent Allowance”). During the Second Amendment Free Rent Period, the monthly installments of New Premises Base Rent or Extension Period Base Rent, as applicable, shall be abated in the applicable amount of the Second Amendment Free Rent Allowance; provided, however, that (A) Tenant shall remain obligated during the Second Amendment Free Rent Period to perform all of

Tenant's obligations under the Lease except as expressly set forth above (including, but not limited to, all Additional Rent coming due under the Lease, as amended hereby), and (B) in the event of any termination of the Lease by Landlord based upon a default by Tenant under the Lease, the entire amount of New Premises Base Rent and Extension Period Base Rent, as applicable, which would have otherwise been due and payable hereunder during the Second Amendment Free Rent Period, in the absence of the Second Amendment Free Rent Allowance, shall immediately become due and payable and any remaining Second Amendment Free Rent Allowance, if any, hereunder shall be of no force or effect.

5. Additional Rent; Base Year.

a. Tenant shall remain obligated during the Extension Period to pay all Additional Rent, sums and charges provided in the Lease; provided, however, Tenant's obligation to pay Tenant's Operating Costs Payment and Tenant's Pro Rata Share of Increased Taxes with respect to the Premises in accordance with Article IX of the Lease (captioned "Operating Costs"), as amended by Paragraph 9 of the First Amendment, shall be suspended commencing on the Extension Period Commencement Date and shall recommence on the first anniversary of the Extension Period Commencement Date, and such obligation shall continue thereafter during the Extension Period, and as the Term may be further extended or renewed. Nothing in the foregoing sentence shall be deemed to waive Tenant's obligation to pay any sums due with respect to Tenant's Operating Costs Payment and Tenant's Pro Rata Share of Increased Taxes accruing prior to the Extension Period Commencement Date.

b. Section 9.03 of the Lease, as amended, is hereby amended effective for all periods from and after the Extension Period Commencement Date by deleting the language "calendar year 2013" therefrom and substituting the language "calendar year 2018" in lieu thereof.

c. Section 9.05.A. of the Lease (set forth in Paragraph 9 of the First Amendment) is hereby amended effective for all periods from and after the Extension Period Commencement Date by deleting the language "calendar year 2013" from the second paragraph thereof and substituting the language "calendar year 2018" in lieu thereof.

6. "As-Is" Condition; Extension Period Tenant's Work.

a. Tenant acknowledges and agrees that it has been in occupancy of the Premises pursuant to the Lease prior to the date hereof and hereby agrees to accept the Premises in their "as-is" condition as of the Extension Period Commencement Date, and Landlord shall have no obligation to make any improvements to the Premises. Tenant acknowledges that Landlord has met its obligation to provide any and all tenant improvements and/or improvement allowances to Tenant pursuant to any prior Lease provisions, including, without limitation, Article IV of the Lease, Section 24.02 of the Lease (set forth in Paragraph 3 of the First Amendment) and Exhibits E and E-1 of the Lease (which are attached to the First Amendment), and Landlord shall have no further obligations to Tenant under any such provisions.

b. Tenant shall construct the Extension Period Tenant's Work (as hereinafter defined), at Tenant's sole cost and expense, subject to reimbursement from the Extension Period



Tenant Allowance (defined in Paragraph 6.c. below) as provided herein to the extent that the Extension Period Tenant Allowance is sufficient for that purpose. As used herein, the "Extension Period Tenant's Work" shall mean certain refurbishments to be made to the Premises by Tenant consisting of cosmetic, non-structural Alterations as well as the purchase and installation of furniture to be used in the Premises. Notwithstanding anything to the contrary contained in the Lease, all of the Extension Period Tenant's Work shall be subject to Landlord's prior written approval. The Extension Period Tenant's Work shall be constructed in a good and workmanlike manner by a licensed contractor approved by Landlord in writing using new materials acceptable to Landlord, in accordance with all applicable laws, codes and regulations, including, but not limited to, the Americans with Disability Act and the regulations promulgated thereunder, as the same may be amended from time to time ("ADA") in accordance with terms and conditions of the Lease, including, but not limited to, Article X of the Lease (captioned "Alterations"). It is expressly agreed that (i) Tenant shall not commence any such work until the Extension Period Tenant's Work has been approved in writing by Landlord, and (ii) if applicable, Tenant has obtained all governmental permits and approvals that are necessary to construct the Extension Period Tenant's Work. Tenant acknowledges that Landlord's review and approval of the Extension Period Tenant's Work, including Landlord's review of any plans and specifications prepared by or on behalf of Tenant in connection therewith, is not conducted for the purpose of determining the accuracy and completeness of any such plans, their compliance with applicable codes and governmental regulations including the requirements of ADA, or their sufficiency for purposes of obtaining a building permit, all of which shall remain the responsibility of Tenant and Tenant's architect. Accordingly, Landlord shall not be responsible for any delays in obtaining any required building permits or approvals due to the insufficiency of any such plans or any delays due to changes in such plans required by the applicable governmental regulatory agencies reviewing thereof.

c. Landlord shall make available for the performance of the Extension Period Tenant's Work, an allowance (the "Extension Period Tenant Allowance") in an amount equal to the product of (i) Twenty-Five Dollars (\$25.00) multiplied by (ii) the number of square feet of rentable area comprising the Premises as of the Extension Period Commencement Date. Except as expressly provided in Paragraph 6.d. hereof, the Extension Period Tenant Allowance shall be applied only to the cost of performing the Extension Period Tenant's Work, including the cost of all permits and governmental inspections, all architectural, design and engineering fees, construction management fees, as well as the cost of cabling and wiring, moving costs, and the cost of acquisition and installation of furniture to be used by Tenant in the Premises. Tenant shall pay directly to its general contractor and other service providers and vendors for all costs of performing the Extension Period Work. Any cost of the Extension Period Tenant's Work in excess of the Extension Period Tenant Allowance shall be paid by Tenant from another source of funds. Landlord shall pay the Extension Period Tenant Allowance to Tenant following Tenant's completion of Extension Period Tenant's Work and Landlord's receipt from Tenant of (i) Tenant's written certification to Landlord that the Extension Period Tenant's Work have been completed, (ii) invoices reasonably evidencing work or services performed with respect to the Extension Period Tenant's Work, (iii) receipted bills or other evidence that the aforesaid invoices have been paid in full, and (iv) waivers or releases of liens from each of Tenant's contractors, subcontractors and suppliers in connection with the work performed or materials supplied as evidenced by the aforesaid invoices.



d. Any portion of the Extension Period Tenant Allowance, including, without limitation, the Unused Portion (as hereinafter defined), as to which disbursement has not been properly requested prior to the first anniversary of the Extension Period Commencement Date shall be deemed to have been forfeited by Tenant and shall no longer be available to Tenant. In the event the cost of the Extension Period Tenant's Work is less than the Extension Period Tenant Allowance, then after the completion of the Extension Period Tenant's Work, and following at least thirty (30) days' prior written notice from Tenant given on or before the first anniversary of the Extension Period Commencement Date, Tenant shall have the right to have the unused portion of the Extension Period Tenant Allowance, if any (the "Unused Portion") in an amount not to exceed the product of (i) Six and 25/100 Dollars (\$6.25) multiplied by (ii) the number of rentable square feet comprising the Premises, credited to the next installments of Extension Period Base Rent coming due under the Lease following the expiration of the Second Amendment Free Rent Period. Tenant shall have no right to receive any portion of the Extension Period Tenant Allowance, including the Unused Portion, if any, at any time that Tenant is in default under the Lease.

7. Option to Extend.

a. Provided that Pro Motion Physical Therapy, LLC, a Virginia limited liability company ("Pro Motion") is not then in default and has never been in default during the Extension Period, in each case both at the time of exercise of the Renewal Option (defined hereinafter), and at the commencement of the Renewal Period (defined hereinafter), and is then in occupancy of not less than seventy-five percent (75%) of the Premises at the time of exercise of the Renewal Option, and at the time of the commencement of the Renewal Period, Pro Motion shall have one (1) option (the "Renewal Option") to extend the Term of the Lease for one (1) additional five (5) year period (the "Renewal Period") after the expiration of the Extension Period. The Renewal Option shall be exercisable only by written notice given by Pro Motion to Landlord not later than nine (9) months, nor earlier than twelve (12) months, prior to the expiration of the Extension Period. In the event that Pro Motion does not timely exercise said Renewal Option, said Renewal Option shall be null and void and of no further force or effect, time being of the essence in the exercise of said Renewal Option and it being acknowledged and agreed by Pro Motion that Landlord shall be entitled to rely on any failure by Pro Motion to give written notice of its exercise of its Renewal Option by the date set forth herein for such exercise thereof.

b. All terms and conditions of the Lease shall be applicable during the Renewal Period except that (i) during the Renewal Period, Landlord shall not be obligated to provide a rental abatement or any tenant improvements for the Premises or to grant to Tenant an allowance for construction of the same by Tenant, (ii) following Pro Motion's proper exercise of the Renewal Option, Pro Motion shall have no further option to extend the Term of the Lease, and (iii) the amount of Base Rent charged during the first year of the Renewal Period shall be the then "Prevailing Market Rent", which shall be the rent for renewal tenants leasing comparable office space in comparable buildings in the McLean, Virginia submarket taking into account such market concessions, if any, as are then being offered to comparable renewal tenants in comparable buildings in the McLean, Virginia submarket (provided, however, that in no event shall the Prevailing Market Rent determined as aforesaid be deemed to be less than the Base

Rent payable under the Lease during the period of the Term immediately preceding the commencement of the Renewal Period). If within thirty (30) days following delivery of Pro Motion's notice, Landlord and Pro Motion have not mutually agreed on the Prevailing Market Rent for the Renewal Period, then within ten (10) days after the expiration of such thirty-day period, each party shall give written notice to the other setting forth the name and address of a Broker (as hereinafter defined) selected by such party who has agreed to act in such capacity, to determine the Prevailing Market Rent. If either party shall fail to select a Broker as aforesaid, the Prevailing Market Rent shall be determined by the Broker selected by the other party. Each Broker shall thereupon independently make his determination of the Prevailing Market Rent within twenty (20) days after the appointment of the second Broker. If the two Brokers' determinations are not the same, but the higher of such two values is not more than one hundred five percent (105%) of the lower of them, then the Prevailing Market Rent shall be deemed to be the average of the two values. If the higher of such two values is more than one hundred five percent (105%) of the lower of them, then the two Brokers shall jointly appoint a third Broker within ten (10) days after the second of the two determinations described above has been rendered. The third Broker shall independently make his determination of the Prevailing Market Rent within twenty (20) days after his appointment. The highest and the lowest determinations of value among the three Brokers shall be disregarded and the remaining determination shall be deemed to be the Prevailing Market Rent. For the purposes of this Paragraph 7 "Broker" shall mean a real estate broker or salesperson licensed in the Commonwealth of Virginia who has been regularly engaged in such capacity in the business of commercial office leasing in the Northern Virginia market for at least ten (10) years immediately preceding such person's appointment hereunder. Each party shall pay for the cost of its Broker and one half of the cost of the third Broker.

c. Within thirty (30) days (subject to written extension by Landlord) after the later to occur of (i) the date on which Landlord and Pro Motion agree upon the Prevailing Market Rent or (ii) the date on which the Prevailing Market Rent is otherwise determined by the 3-broker method as aforesaid, Landlord and Pro Motion shall execute an amendment to the Lease setting forth the terms as to the Renewal Period. If Pro Motion shall fail to execute said amendment within such thirty (30) day period (as the same may be extended as aforesaid), then Landlord shall have the right, at Landlord's option exercisable by written notice to Pro Motion: (x) to cancel the exercise by Pro Motion of its option and to offer to lease and to lease the Premises to others upon such terms and conditions as shall be acceptable to Landlord, or (y) to not cancel the exercise by Pro Motion of its option, in which case Pro Motion shall remain bound by the exercise thereof and Pro Motion shall be deemed to be in default of the Lease.

8. Tenant's Termination Option. Notwithstanding anything to the contrary contained in the Lease, as amended hereby, and subject to the terms of this Paragraph 8, Tenant shall have the one-time right, exercisable at Tenant's sole option, to terminate the Lease effective on May 31, 2023 (the "Termination Date"), said right of Tenant to be exercisable by giving written notice thereof (the "Termination Notice") to Landlord, which Termination Notice shall be given, if at all, on or before August 31, 2022, time being of the essence. In the event that Tenant exercises its termination option hereunder, the Lease shall continue in full force and effect until the Termination Date, whereupon Tenant shall surrender possession of the Premises in accordance with the provisions of the Lease, the Lease shall terminate with respect to the Premises at 11:59 p.m. on the Termination Date as if the Termination Date was the expiration



date of the Lease set forth in the Lease, as amended hereby, and neither party shall have any obligations under the Lease, as amended, accruing after the Termination Date, subject to those provisions contained in the Lease, as amended hereby, which expressly survive the expiration or earlier termination of the Lease. Tenant's right hereunder to terminate the Lease shall be exercisable only if (1) at the time of Tenant's Termination Notice or the Termination Date, Tenant is not then in default under the Lease, and (2) Tenant pays to Landlord, contemporaneously with the giving of its Termination Notice, an amount equal to (i) the sum of the then unamortized sum of the transactional costs incurred by Landlord with respect to this Second Amendment, including without limitation, the cost of the brokerage commissions incurred by Landlord, the Second Amendment Free Rent Allowance, the Extension Period Tenant Allowance and all legal fees incurred by Landlord with respect to the negotiation and documentation of this Second Amendment, which such transactional costs, for calculation purposes, shall be amortized on a straight-line basis over Extension Period, together with interest thereon at the rate of eight percent (8%) per annum, and (ii) an amount equal to one (1) monthly installment of the Base Rent which would have been due for the one (1) month period immediately following the Termination Date (such amounts set forth in clauses (i) and (ii) shall be referred to collectively herein as the "Termination Expenses"). The Termination Expenses payable by Tenant to Landlord pursuant to the immediately preceding sentence shall be in addition to all other amounts coming due from Tenant under the Lease prior to the Termination Date.

9. Brokers. Landlord and Tenant represent and warrant to each other that, except as hereinafter set forth, neither of them has employed any broker in procuring or carrying on any negotiations relating to this Second Amendment. Landlord and Tenant shall indemnify and hold each other harmless from any costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, relating to the breach of the foregoing representation and warranty. Landlord recognizes only Newmark Grubb Knight Frank, as agent of Tenant, as broker with respect to this Second Amendment and agrees to be responsible for the payment of any leasing commissions owed to said broker in accordance with the provisions of a separate written agreement with said broker.

10. Reaffirmation of Terms. Except as expressly modified by this Second Amendment, all terms and provisions of the Lease shall remain in full force and effect.

11. Representations. Landlord and Tenant represent and warrant to each other that the person signing this Second Amendment on its behalf has the requisite authority and power to execute this Second Amendment and to thereby bind the party on whose behalf it is being signed.

[Signatures appear on the following page.]

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

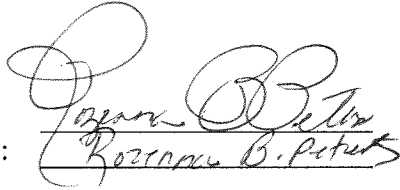
WITNESS:

LANDLORD:

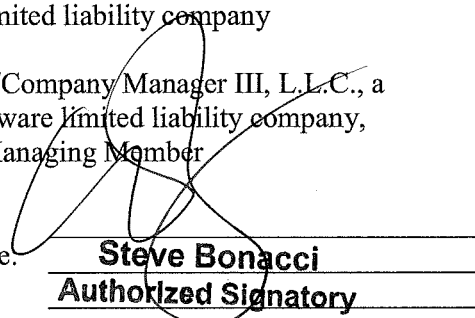
JBG/OLD DOMINION OFFICE, L.L.C., a  
Delaware limited liability company

By: JBG/Company Manager III, L.L.C., a  
Delaware limited liability company,  
Its Managing Member

By:  
Name:

  
Rosemary B. Peters

By:  
Name:  
Its:

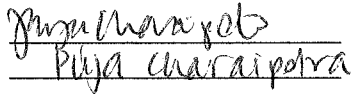
  
**Steve Bonacci**  
**Authorized Signatory**

WITNESS:

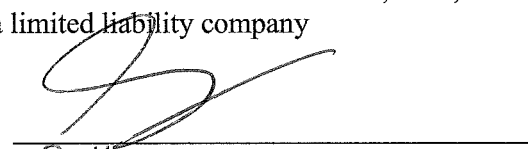
TENANT:

PRO MOTION PHYSICAL THERAPY, LLC, a  
Virginia limited liability company

By:  
Name:

  
Pilya Charsaiputra

By:  
Name:  
Its:

  
Scott Wagner  
Co-owner Pro motion PT