

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (this "Agreement") is made this 24th day of January, 2020 (the "Effective Date") by and among **McLean Dermatology and Skincare Center PLLC** ("Assignor"), and **Dell Management, LLC**, a limited liability company duly authorized to transact business in the Commonwealth of Virginia ("Assignee"), and **SIP/CREF 6849 Old Dominion, LLC**, a Delaware limited liability company ("Landlord") who agree as follows:

Recitals. This Agreement is made with reference to the following facts and objectives:

a. The predecessor in interest to Landlord, and Assignor entered into a written Deed of Lease dated June 6, 2011, as amended by that certain First Amendment to Lease dated September 11, 2017 and that certain Second Amendment to Deed of Lease dated November 9, 2017, (as amended, the "Lease"), in which Landlord leased to Assignor (the "Tenant" thereunder) and Assignor leased from Landlord approximately certain space (the "Premises") in the office building located at 6849 Old Dominion Drive, McLean, Virginia (the "Building"), as more particularly described in the Lease.

b. Assignor desires to assign all its right, title and interest in the Lease to the above referenced Assignee on the conditions set forth herein.

c. Assignee desires to assume all of Assignor's rights, title and interest in the Lease on the conditions set forth herein.

d. By that certain undated Guaranty of Lease executed by Guarantor on May 25, 2011 (the "Guaranty"), **Lily Talakoub**, (the "Guarantor") guaranteed Tenant's obligations under the Lease, as more particularly set forth in the Guaranty;

e. The Guarantor is the sole owner of the Assignor;

f. The Guarantor is the sole owner of the Assignee;

g. Landlord will consent to this proposed agreement on the conditions set forth herein.

NOW THEREFORE, in consideration for Ten Dollars and other good and valuable consideration in hand paid from each party hereto unto the other, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective Date. The Agreement shall be effective upon the Effective Date, provided that the parties have performed all of their obligations hereunder and all parties have executed this Agreement. Assignor shall tender possession of the Premises to Assignee on the Effective Date.

2. Assignment and Assumption. Assignor assigns and transfers to Assignee all of its rights, title, interest, duties, and obligations in the Lease. Assignee accepts the Assignment and assumes all of Assignor's rights, titles and interests under the Lease and assumes and agrees to perform, from and after the Effective Date, as a direct obligation to Landlord, all of the obligations, terms, covenants and conditions of the Lease as the Tenant under the Lease.

3. Landlord's Consent. Landlord hereby consents to this Agreement, in consideration of the covenants and agreements set forth herein. Nothing herein shall be construed a waiver by Landlord of the restrictions in the Lease concerning further assignment thereof and Assignee explicitly agrees not to assign, transfer, convey or hypothecate any interest of Assignee under the Lease without complying with the terms of the Lease. Landlord expressly retains its rights to restrict or prohibit any subsequent assignments of the Lease or subletting of the Premises in accordance with the terms and conditions set forth in the Lease. Further, Landlord's consent is expressly subject to the following conditions:

- This consent shall not be construed as permitting any further transfer, assignment or subletting, without the prior written consent of Landlord as required by the Lease.
- Landlord will not be responsible for payment of any broker's commission due as a result of the Assignment. Assignee and Assignor agree jointly and severally to indemnify and hold harmless Landlord from and against any claim for any brokerage commission or other fees and all costs, expenses and liabilities in connection therewith, including, without limitation, attorneys' fees, arising out of any dealings had by either Assignee or Assignor with any broker in connection with the Assignment.
- By its execution hereof, Assignee agrees to be bound by and responsible for all obligations and duties of the Tenant under the Lease, as though Assignee was the original tenant thereunder.
- Landlord's consent to the Assignment shall be subject to and conditioned upon Landlord's receipt of any and all accrued but unpaid rent, additional rent and other amounts currently due Landlord under the terms of the Lease.
- Landlord's consent to the Assignment is not, nor shall be deemed to be, a confirmation or acknowledgment of any representation of either Assignor or Assignee contained in the Assignment.
- The delivery of a Guaranty by Assignor to Landlord under which the Assignor guarantees the performance of the Lease by Assignee.

4. Representations and Warranties. The Assignor, Assignee and Guarantor hereby represent and warrant that (i) Lily Talakoub is the sole owner and controlling member of both the Assignor and Assignee; (ii) any assignment of any interest in the Assignor or Assignee shall constitute an assignment of the Lease which requires the written consent of the Landlord in each case; and any such assignment without consent shall constitute an event of default under the Lease; and (iii) Assignor and Assignee are each in good standing under the laws of the Commonwealth of Virginia and authorized to enter into this Agreement.

5. Recitals, Certifications and Defined Terms. The recitals set forth in the preamble are hereby incorporated in and made a part of this Agreement. Capitalized terms used herein that are defined in the Lease and not defined herein shall have the meaning assigned to them in the Lease. To Assignor and Assignee's actual knowledge, Landlord is not in default under the Lease as of the date hereof and Tenant is unaware of any condition or circumstance which, but for the passage of time or delivery of notice, or both, would constitute an event of default by Landlord under the Lease. Neither Assignor nor Assignee has any claims, defenses or set-offs of any kind to the payment or performance of Tenant's obligations under the Lease. Nothing contained herein shall be deemed to waive any sums due from Assignor or Assignee to Landlord, or any default or event which, with the passage of time or delivery of notice, or both, would constitute a default by Tenant under the Lease as of the date hereof.

6. Ratification. Except as otherwise expressly modified by the terms of this Agreement, 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 Landlord and Tenant enforceable according to the terms thereof. The Guarantor expressly covenants and warrants to Landlord that the Guaranty shall remain in full force and effect throughout the term of the Lease notwithstanding the assignment and assumption of Lease.

7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.


8. Binding Effect. This Agreement shall not be effective and binding unless and until fully executed and delivered by each of the parties hereto. All of the covenants contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, and permitted successors and assigns.

9. Counterparts. This Assignment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same Agreement.

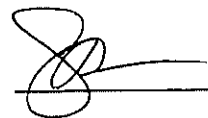
10. Release. In consideration of the consent by Landlord to this Agreement, Assignor does hereby release Landlord from and against any and all claims, actions, costs or demands pertaining to the Lease, whether known or unknown as of the date hereof; except that Landlord is not release from its obligation to complete any payments of tenant improvement allowance remaining due to Assignor under the Second Amendment to Deed of Lease.

IN WITNESS WHEREOF, Landlord has caused these presents to be signed and sealed by its duly authorized general partner, Assignor has signed and sealed these presents, and Assignee has signed and sealed these presents as of the date first written above.

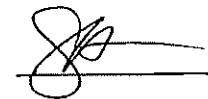
ATTEST

|  _____

WITNESS:

|  _____

WITNESS:


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WITNESS

| _____

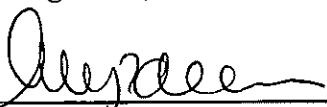
ASSIGNOR:

McLean Dermatology and Skincare Center PLLC

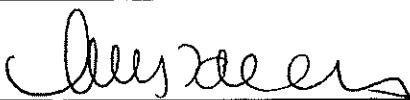
By:  (SEAL)
Name: Lily Talakoub
Title: owner

ASSIGNEE:

Dell Management, LLC

By:  (SEAL)
Name: Lily Talakoub
Title: owner

GUARANTOR:

 (SEAL)
Lily Talakoub

LANDLORD:

SIP/CREF 6849 OLD DOMINION, LLC,
a Delaware limited liability company

By: SIP 6849 Old Dominion, LLC, its Manager

By:  _____
Name: John H. Stewart
Title: Manager