



T R A N S M I T T A L

November 14, 2017

To: Lily Talakoub, M.D.
McLean Dermatology and Skincare Center PLLC
6849 Old Dominion Drive, Suite 450
McLean, VA 22101

WE ARE SENDING YOU:

Via: Federal Express
7707 4861 1378

THE FOLLOWING ITEM(S):

COPY	DATE	DESCRIPTION
1	November 14, 2017	Fully Executed Second Amendment by and between JBG/Old Dominion Office, LLC and McLean Dermatology and Skincare Center PLLC

THESE ARE TRANSMITTED AS NOTED BELOW:

REMARKS:

Enclosed please find the fully executed Second Amendment.

If you have any questions or concerns regarding this matter, please do not hesitate to contact me at (240)333-3782.

Thank you.

FROM: Rozenna Peters

Cc: David Ritchey
Andrea Murray
Christy Diller

SECOND AMENDMENT TO DEED OF LEASE

THIS SECOND AMENDMENT TO DEED OF LEASE ("Second Amendment") is made this 9th day of November, 2017, by and among JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company ("Landlord"), MCLEAN DERMATOLOGY AND SKINCARE CENTER PLLC, a Virginia professional limited liability company ("Tenant"), and LILY TALAKOUB, an individual ("Guarantor").

WITNESSETH:

WHEREAS, by that certain Lease dated as of June 6, 2011 (the "Original Lease"), Landlord leased to Tenant, and Tenant leased from Landlord, approximately 2,024 square feet of rentable area known as Suite 340 ("Suite 340"), on the third (3rd) floor of the building located at 6849 Old Dominion Drive, McLean, Virginia (the "Building");

WHEREAS, by that certain undated Guaranty of Lease executed by Guarantor on May 25, 2011 (the "Guaranty"), Guarantor guaranteed Tenant's obligations under the Lease, as more particularly set forth therein;

WHEREAS, by that certain First Amendment to Deed of Lease dated September 11, 2017 (the "First Amendment"), Landlord and Tenant agreed to relocate Tenant's lease of space in the Building from Suite 340 to Suite 450 comprising approximately 5,083 square feet of rentable area on the fourth (4th) floor of the Building (the "Premises"), and to extend the Term of the Lease, as more particularly set forth in the First Amendment;

WHEREAS, the Original Lease and the First Amendment are hereinafter collectively referred to as the "Lease";

WHEREAS, Section 42.B of the Lease, as added to the Lease by Paragraph 3 of the First Amendment, provides a Relocation Space Tenant Allowance to Tenant and sets forth the terms and conditions by which Landlord shall reimburse Tenant for payments for the cost of the Relocation Space Tenant's Work; and

WHEREAS, Landlord and Tenant desire to modify the manner in which Landlord shall make disbursements of the Relocation Space Tenant Allowance to Tenant, 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, Tenant and Guarantor do hereby agree as follows:

1. Capitalized terms used in this Second Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Lease.
2. The fourth (4th) sentence of Section 42 of the Lease, as added to the Lease by Paragraph 3 of the First Amendment, is hereby deleted in its entirety and replaced with the following two (2) sentences in lieu thereof:

“The Relocation Space Tenant Allowance shall be utilized to pay for the cost of the Relocation Space Tenant’s Work (as hereinafter defined) to the extent that the Relocation Space Tenant Allowance is sufficient for that purpose and otherwise paid for by Tenant from its own source of funds. From time to time, but not more often than once every thirty (30) days, Landlord shall pay portions of the Relocation Space Tenant Allowance to Tenant (or, upon written request from Tenant, directly to Tenant’s general contractor or architect, as applicable) for the Relocation Space Tenant’s Work (as hereinafter defined), following Tenant’s completion of items of the Relocation Space Tenant’s Work and Landlord’s receipt from Tenant of (i) if payments are being made to Tenant’s general contractor or architect, Tenant’s written certification to Landlord that the items of the Relocation Space Tenant’s Work with respect to which disbursement of a portion of the Relocation Space Tenant Allowance is being requested by Tenant have been completed and that the payment of that portion of Relocation Space Tenant Allowance with respect to which disbursement of a portion of the Relocation Space Tenant Allowance is being requested by Tenant to Tenant’s general contractor or architect, should be made by Landlord, (ii) in all cases, invoices reasonably evidencing work or services performed with respect to such work, (iii) if payments are being made directly to Tenant, receipted bills or other evidence that the aforesaid invoices have been paid in full, and (iv) in all cases, waivers or releases of liens (which may be conditioned solely upon the payment of a sum specified therein if payment is being made directly to Tenant’s general contractor or architect) from each of Tenant’s contractors, subcontractors and suppliers in connection with the work performed or materials supplied as evidenced by the aforesaid invoices.”

3. Guarantor hereby acknowledges and agrees to the terms and conditions set forth in this Second Amendment and confirms that Guarantor’s guaranty of the Lease, as modified by this Second Amendment, remains in full force and effect.

4. Landlord and Tenant each represents and warrants to the other that 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 loss, claim or damage, including, but not limited to, all court costs and reasonable attorneys’ fees, relating to the breach of the foregoing representation and warranty.

5. 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.

6. This Second Amendment may be executed in counterparts, and all counterparts so executed shall constitute one agreement, binding upon all of the parties hereto, notwithstanding the fact that all of the parties are not signatory to the original or the same counterpart.

7. Except as expressly modified herein, all terms, conditions and provisions of the Lease shall remain in full force and effect, including without limitation, Section 41 of the Lease

(captioned “Landlord’s Termination Option”), as added to the Lease by Paragraph 9 of the First Amendment. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall govern and control.

[Signatures appear on the following page.]

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

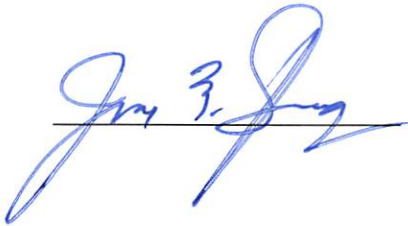
WITNESS:

LANDLORD:

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

By: JBG/Company Manager III, L.L.C.,
its Managing Member


By: _____



By: _____

Name: _____

Its: _____


David B. Ritchey
Authorized Signatory


WITNESS:

TENANT:

MCLEAN DERMATOLOGY AND SKINCARE
CENTER PLLC,
a Virginia professional limited liability company

By: _____


Name: _____


ALISON G. WORTH

By: _____

Name: _____

Its: _____



LILY TALAKOUB
dne

WITNESS:

GUARANTOR:

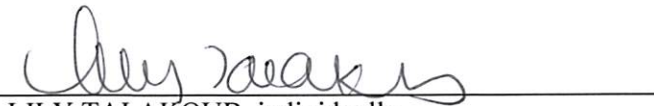
By: _____

Name: _____


ALISON G. WORTH

By: _____

LILY TALAKOUB, individually



SECOND AMENDMENT TO DEED OF LEASE

THIS SECOND AMENDMENT TO DEED OF LEASE ("Second Amendment") is made this 9th day of November, 2017, by and among JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company ("Landlord"), MCLEAN DERMATOLOGY AND SKINCARE CENTER PLLC, a Virginia professional limited liability company ("Tenant"), and LILY TALAKOUB, an individual ("Guarantor").

W I T N E S S E T H:

WHEREAS, by that certain Lease dated as of June 6, 2011 (the "Original Lease"), Landlord leased to Tenant, and Tenant leased from Landlord, approximately 2,024 square feet of rentable area known as Suite 340 ("Suite 340"), on the third (3rd) floor of the building located at 6849 Old Dominion Drive, McLean, Virginia (the "Building");

WHEREAS, by that certain undated Guaranty of Lease executed by Guarantor on May 25, 2011 (the "Guaranty"), Guarantor guaranteed Tenant's obligations under the Lease, as more particularly set forth therein;

WHEREAS, by that certain First Amendment to Deed of Lease dated September 11, 2017 (the "First Amendment"), Landlord and Tenant agreed to relocate Tenant's lease of space in the Building from Suite 340 to Suite 450 comprising approximately 5,083 square feet of rentable area on the fourth (4th) floor of the Building (the "Premises"), and to extend the Term of the Lease, as more particularly set forth in the First Amendment;

WHEREAS, the Original Lease and the First Amendment are hereinafter collectively referred to as the "Lease";

WHEREAS, Section 42.B of the Lease, as added to the Lease by Paragraph 3 of the First Amendment, provides a Relocation Space Tenant Allowance to Tenant and sets forth the terms and conditions by which Landlord shall reimburse Tenant for payments for the cost of the Relocation Space Tenant's Work; and

WHEREAS, Landlord and Tenant desire to modify the manner in which Landlord shall make disbursements of the Relocation Space Tenant Allowance to Tenant, 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, Tenant and Guarantor do hereby agree as follows:

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

2. The fourth (4th) sentence of Section 42 of the Lease, as added to the Lease by Paragraph 3 of the First Amendment, is hereby deleted in its entirety and replaced with the following two (2) sentences in lieu thereof:

“The Relocation Space Tenant Allowance shall be utilized to pay for the cost of the Relocation Space Tenant’s Work (as hereinafter defined) to the extent that the Relocation Space Tenant Allowance is sufficient for that purpose and otherwise paid for by Tenant from its own source of funds. From time to time, but not more often than once every thirty (30) days, Landlord shall pay portions of the Relocation Space Tenant Allowance to Tenant (or, upon written request from Tenant, directly to Tenant’s general contractor or architect, as applicable) for the Relocation Space Tenant’s Work (as hereinafter defined), following Tenant’s completion of items of the Relocation Space Tenant’s Work and Landlord’s receipt from Tenant of (i) if payments are being made to Tenant’s general contractor or architect, Tenant’s written certification to Landlord that the items of the Relocation Space Tenant’s Work with respect to which disbursement of a portion of the Relocation Space Tenant Allowance is being requested by Tenant have been completed and that the payment of that portion of Relocation Space Tenant Allowance with respect to which disbursement of a portion of the Relocation Space Tenant Allowance is being requested by Tenant to Tenant’s general contractor or architect, should be made by Landlord, (ii) in all cases, invoices reasonably evidencing work or services performed with respect to such work, (iii) if payments are being made directly to Tenant, receipted bills or other evidence that the aforesaid invoices have been paid in full, and (iv) in all cases, waivers or releases of liens (which may be conditioned solely upon the payment of a sum specified therein if payment is being made directly to Tenant’s general contractor or architect) from each of Tenant’s contractors, subcontractors and suppliers in connection with the work performed or materials supplied as evidenced by the aforesaid invoices.”

3. Guarantor hereby acknowledges and agrees to the terms and conditions set forth in this Second Amendment and confirms that Guarantor’s guaranty of the Lease, as modified by this Second Amendment, remains in full force and effect.

4. Landlord and Tenant each represents and warrants to the other that 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 loss, claim or damage, including, but not limited to, all court costs and reasonable attorneys’ fees, relating to the breach of the foregoing representation and warranty.

5. 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.

6. This Second Amendment may be executed in counterparts, and all counterparts so executed shall constitute one agreement, binding upon all of the parties hereto, notwithstanding the fact that all of the parties are not signatory to the original or the same counterpart.

7. Except as expressly modified herein, all terms, conditions and provisions of the Lease shall remain in full force and effect, including without limitation, Section 41 of the Lease

(captioned "Landlord's Termination Option"), as added to the Lease by Paragraph 9 of the First Amendment. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall govern and control.

[Signatures appear on the following page.]

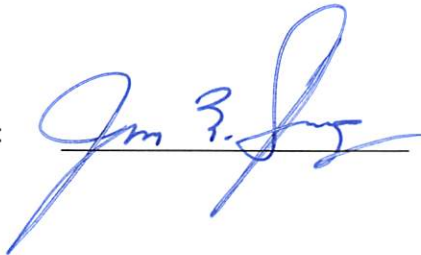
IN WITNESS WHEREOF, Landlord, Tenant and Guarantor have executed this Second Amendment to Deed of Lease under seal as of the day and year first hereinabove written.

WITNESS:

LANDLORD:

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

By: JBG/Company Manager III, L.L.C.,
its Managing Member


By: 

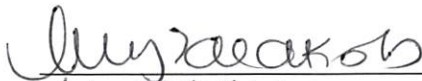
By: 
Name: B. Ritchey
Its: Authorized Signatory

WITNESS:

TENANT:


MCLEAN DERMATOLOGY AND SKINCARE
CENTER PLLC,
a Virginia professional limited liability company


By: 
Name: ALISON G. WARTH

By: 
Name: Lily Talakoub
Its: owner

WITNESS:

GUARANTOR:

By: 
Name: ALISON G. WARTH


LILY TALAKOUB, individually