

### **THIRD AMENDMENT TO DEED OF LEASE**

**THIS THIRD AMENDMENT TO DEED OF LEASE** (this “Third Amendment”) is made as of the 27 day of September 2023 (the “Effective Date”), by and between **SIP/CREF 6849 OLD DOMINION, LLC**, a Delaware limited liability company (“Landlord”), as successor-in-interest to JBG/OLD DOMINION OFFICE, L.L.C., and **PRO MOTION PHYSICAL THERAPY, LLC**, a Virginia limited liability company (“Tenant”).

#### **WITNESSETH:**

WHEREAS, Landlord and Tenant are parties to that certain Deed of Lease dated September 1, 2007 (the “Original Lease”), as amended by that certain First Amendment to Deed of Lease dated December 4, 2012 (the “First Amendment”) and that certain Second Amendment to Deed of Lease dated as of May 15, 2017 (the “Second Amendment” and together with the Original Lease, and the First Amendment, collectively, the “Existing Lease”), whereby Tenant leases certain premises consisting of 2,795 rentable square feet of space, designated as Suite 330 (the “Premises”) of the building having an address of 6849 Old Dominion Drive, McLean, Virginia (the “Building”), as more particularly set forth in the Existing Lease;

WHEREAS, the Term expires on January 31, 2026;

WHEREAS, Landlord and Tenant have agreed to extend the Term for an additional period of ten (10) years and six (6) months; and

WHEREAS, the parties desire to confirm in writing the terms and conditions of the extension of the Term and make certain other modifications to 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. Recitals; Capitalized Terms. The foregoing recitals are incorporated herein by reference. Capitalized and defined terms used in this Third Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Existing Lease unless the context clearly requires otherwise. The Existing Lease, together with this Amendment, is collectively defined as the “Lease.”

2. Extension of Term. The Term is hereby extended for an additional period of ten (10) years and six (6) months (the “Extension Period”), commencing on February 1, 2026 (the “Extension Period Commencement Date”) and expiring at midnight on July 31, 2036 (the “Extension Period Expiration Date”). Tenant shall retain the Renewal Option to extend the Term for one (1) remaining Renewal Period set forth in Section 7 of the Second Amendment, in accordance with the terms and conditions thereof. All references in the Existing Lease, as amended

by this Amendment, to the “Lease Term,” “Term” or “term” shall include the original term through the Extension Period.

3. **Monthly Base Rent.** Tenant covenants and agrees that commencing on February 1, 2026 and continuing throughout the Extension Period, Tenant shall pay to Landlord Base Rent for the Premises (“Extension Period Base Rent”), in advance, without setoff, deduction or demand, on the first (1<sup>st</sup>) day of each calendar month, the following applicable amounts:

Period	Annual Rate Per Rentable Square Foot	Annual Base Rent	Monthly Base Rent
02/01/26 – 01/31/27	\$42.00	\$117,390.00	\$9,782.50
02/01/27 – 01/31/28	\$43.16	\$120,632.20	\$10,052.68
02/01/28 – 01/31/29	\$44.35	\$123,958.25	\$10,329.85
02/01/29 – 01/31/30	\$45.57	\$127,368.15	\$10,614.01
02/01/30 – 01/31/31	\$46.82	\$130,861.90	\$10,905.16
02/01/31 – 01/31/32	\$48.11	\$134,467.45	\$11,205.62
02/01/32 – 01/31/33	\$49.43	\$138,156.85	\$11,513.07
02/01/33 – 01/31/34	\$50.79	\$141,958.05	\$11,829.84
02/01/34 – 01/31/35	\$52.19	\$145,871.05	\$12,155.92
02/01/35 – 01/31/36	\$53.63	\$149,895.85	\$12,491.32
02/01/36 – 07/31/36	\$55.10	\$154,004.50*	\$12,833.71

\* Annualized based on a full Lease Year.

The Extension Period Base Rent shall be subject to the provisions of Article VI of the Original Lease except that the provisions of Section 6.02 of the Original Lease 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 herein, provided no event of default shall then exist beyond the expiration of any applicable notice and cure period, Landlord hereby grants to Tenant abatement of monthly Base Rent and Additional Rent (the “Abated Base Rent”) for the first six (6) full calendar months following the Effective Date (the “Rent Abatement Period”). During the Rent Abatement Period, Tenant shall be required to perform all of Tenant’s obligations under this Lease, except as expressly aforesaid (including, but not limited to, the payment of all additional rent). In the event of a termination of this Lease by Landlord based upon a default by Tenant under the Lease, the entire amount of the Abated Base Rent, shall immediately become due and payable and any remaining abatement of monthly Base Rent shall be of no force or effect. The payment by Tenant of the Abated Base Rent due to a Tenant default shall not limit or affect any of Landlord’s other rights, pursuant to the Lease or at law or in equity.

5. **Increased Operating Expenses and Real Estate Tax Expenses.** Tenant shall continue to pay all Additional Rent, including without limitation, Tenant’s Operating Costs Payment and Tenant’s Pro Rata Share of increased Taxes in accordance with the terms and conditions of the Lease; provided, however, (i) 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 2018” therefrom and substituting the language “calendar year 2024 (“Operating Costs Base Year”))” in lieu thereof; and (ii) 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 2018” from the second paragraph thereof and substituting the language “calendar year 2024 (“Taxes Base Year”))” in lieu thereof.

6. Occupancy Adjustment.

(a) Operating Costs. Notwithstanding anything to the contrary contained in the Existing Lease, if the Building is not at least one hundred percent (100%) occupied during the Operating Costs Base Year or if Landlord is not supplying services to at least one hundred percent (100%) of the total rentable area of the Building at any time, including the Operating Costs Base Year, actual Operating Costs for purposes of the Lease shall be determined as if the Building had been one hundred percent (100%) occupied and Landlord had been supplying services to one hundred percent (100%) of the rentable area of the Building during such year. Any necessary extrapolation of Operating Costs under this Section shall be performed by adjusting the cost of those components of Operating Costs that are impacted by changes in the occupancy of the Building to the cost that would have been incurred if the Building had been one hundred percent (100%) occupied and Landlord had been supplying services to one hundred percent (100%) of the rentable area of the Building; it being understood that the annual statement submitted to Tenant shall provide a reasonably detailed description of how the Operating Costs were extrapolated for the applicable calendar year and that only those component expenses that are affected by variations in occupancy levels (including, without limitation, electricity, janitorial services and management fees) shall be so adjusted.

(b) Real Estate Taxes. Notwithstanding anything to the contrary contained in the Existing Lease, in determining Taxes for each calendar year, including without limitation the Taxes Base Year, the Taxes for the Building shall be reasonably adjusted to reflect a fully-occupied and fully-assessed value.

7. “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”, “WHERE IS” condition as of the Extension Period Commencement Date, without representation of warranty by Landlord; 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), Exhibits E and E-1 of the Lease (which are attached to the First Amendment), and Paragraph 7 of the Second 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 Section 7(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. 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) Effective as of the Effective Date, 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) Thirty-Five Dollars (\$35.00) multiplied by (ii) the number of square feet of rentable area comprising the Premises. Except as expressly provided in Section 7(d) hereof, the Extension Period Tenant Allowance shall be applied only to the hard costs of performing the Extension Period Tenant’s Work (the “Construction Costs”). 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 and Tenant agree that the Extension Period Tenant Allowance shall be paid monthly, as Construction Costs are incurred. Together with each requisition for an advance from the Extension Period Tenant Allowance on account of the Construction Costs, and, as applicable, upon completion of the Extension Period Tenant’s Work, Tenant shall submit to Landlord a payment request, seeking disbursement to Tenant or Tenant’s general contractor (“Tenant’s Contractor”) of payment, accompanied by the following items, as applicable to the particular disbursement being sought: (i) with respect to each interim disbursement (i.e., prior to final disbursement) from the Extension Period Tenant Allowance: (A) invoices reasonably evidencing work or services performed with respect to the Extension Period Tenant’s Work in connection with the specific application for payment; (B) receipted bills or other evidence that the aforesaid invoices have been paid in full; (C) Tenant’s written certification to Landlord specifying the percentage of completion of the Extension Period Tenant’s Work which Tenant has achieved as of the date of such certificate; and (D) a duly executed interim release of liens executed by Tenant’s Contractor and any and all subcontractors and/or materialmen supplying labor and/or materials in

connection with the specific application for payment, in form and substance reasonably satisfactory to Landlord, and (ii) with respect to the final disbursement of Construction Costs from the Extension Period Tenant Allowance: (A) invoices reasonably evidencing work or services performed with respect to the Extension Period Tenant's Work in connection with the specific application for payment; (B) receipted bills or other evidence that the aforesaid invoices have been paid in full; (C) Tenant's written certification to Landlord certifying that the Extension Period Tenant's Work has been substantially completed; and (D) a final release of liens executed by Tenant's Contractor and any and all subcontractors and/or materialmen supplying labor and/or materials in connection with the Tenant's Improvements, in form and substance reasonably satisfactory to Landlord.

Landlord shall have no obligation to pay any portion of the Extension Period Tenant Allowance to Tenant until thirty (30) days after the date that Landlord has received all of the items listed in clauses (i) or (ii) above (as applicable).

(d) In the event the total Construction Costs for 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 at any time prior to 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) Twenty-Five and 10/100 Dollars (\$25.00) multiplied by (ii) the number of rentable square feet comprising the Premises, applied either (x) to the cost of permits and governmental inspections, 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, or (y) as a credit against the monthly Base Rent next coming due under the Existing Lease or this Third Amendment, as applicable. 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.

Notwithstanding the foregoing to the contrary, Landlord shall be obligated to disburse only ninety percent (90%) of the amount requested by Tenant pursuant to any payment request, other than the final payment request, and Landlord shall be permitted to hold back and retain the remaining ten percent (10%) of the amount of such payment request (the "Retainage"). Landlord shall disburse any such Retainage within thirty (30) days after submission by Tenant to Landlord of Tenant's requisition therefor accompanied by all documentation required under clause (ii) above.

(e) Notwithstanding anything to the contrary contained herein, any portion of the Extension Period Tenant Allowance, including, without limitation, the Unused Portion, 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.

8. Brokers. Landlord and Tenant each hereby represent and warrant that, in connection herewith, each did not retain, consult or deal with any broker or real estate agent, salesperson or finder in connection with this Third Amendment other than Stream Realty

(“Landlord’s Agent”) and Newmark (“Tenant’s Agent”). Landlord shall pay Landlord’s Agent and Tenant’s Agent a commission, if any such commission is due, pursuant to separate agreements between Landlord’s Agent and Landlord and Tenant’s Agent and Landlord. Landlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Landlord harmless, from and against any claim or claims for broker or other commission arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.

9. Ratification. Except as expressly modified by this Third Amendment, all terms and provisions of the Lease shall remain in full force and effect.

10. Execution; Counterparts and Electronic Signatures. This Third Amendment may be executed in two or more counterpart copies and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. In addition, the parties further acknowledge and agree that this Third Amendment may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party’s handwritten signature. The parties further consent and agree that (1) to the extent a party signs this Third Amendment using electronic signature technology, by clicking “SIGN”, such party is signing this Third Amendment electronically, and (2) the electronic signatures appearing on this Third Amendment shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

11. Successors; Governing Law. This Third Amendment shall be (a) binding upon and inure to the benefit of the parties hereto, their respective legal representatives, and their permitted successors and assigns, and (b) governed by and construed in accordance with the laws of the Commonwealth of Virginia.

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

13. Tenant Certification. Tenant certifies to Landlord that the Lease is in full force and effect, that to Tenant’s actual knowledge Landlord is not in default or breach of any of Landlord’s obligations under the Lease, and that Tenant is unaware of any condition or circumstance which, but for the passage of time or delivery of notice, would constitute an event of default under the Lease.

14. Entire Agreement. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Third Amendment, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Third Amendment. All understandings and agreements heretofore made between the parties pertaining to the Existing Lease and this Third Amendment are merged into this Third Amendment which alone fully and completely expresses the agreement

of the parties, neither party relying upon any statement or representation not embodied in this Third Amendment.

[Signature Page Follows]

A handwritten signature in dark ink, appearing to be "J. J. [unclear]", is located on the right side of the page.

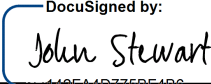
IN WITNESS WHEREOF, Landlord and Tenant have executed this Third Amendment to Office Lease as of the day and year first hereinabove written.

**WITNESS:**

**LANDLORD:**

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

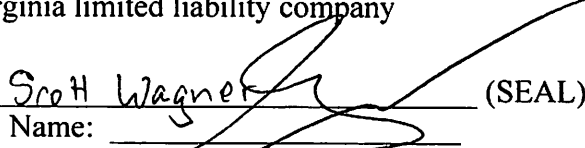
By: SIP 6849 OLD DOMINION LLC  
a Maryland limited liability company,  
its Manager

By:  (SEAL)  
Name: John H. Stewart, Manager

**WITNESS:**

**TENANT:**

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

By:  (SEAL)  
Name: \_\_\_\_\_  
Title: Owner, Pro Motion PT