

**LICENSE AGREEMENT
(STORAGE SPACE)**

THIS LICENSE AGREEMENT ("Agreement") is made as of this 13 day of October, 2023 ("Effective Date"), by and between SIP/CREF 6849 OLD DOMINION, LLC, a Delaware limited liability company ("Licensor"), and DELL MANAGEMENT, LLC, a Virginia limited liability company ("Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner of the building located at 6849 Old Dominion Drive, McLean, Virginia (the "Building");

WHEREAS, Licensor (as Landlord) and Licensee (as Tenant) entered into a Deed of Lease dated June 6, 2011, as amended (as so amended, the "Lease"), pursuant to which Licensee leases from Licensor certain space in the Building; and

WHEREAS, Licensee wishes to use storage space on the lower level of the Building consisting of approximately thirty-two (32) square feet (the "Licensed Premises") for a period of six (6) months, and Licensor is willing to permit Licensee to use the Licensed Premises upon the terms and conditions contained herein.

NOW, THEREFORE, for and in good consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the parties, the parties hereto, intending legally to be bound, hereby covenant and agree as set forth below.

1. Storage Space. Licensor, for and in consideration of the covenants and agreements herein set forth and the Monthly Fee (defined below) does hereby license to Licensee for the Storage Space Term (defined below) certain storage space located on the lower level of the Building consisting of approximately thirty-two (32) rentable square feet of space, as depicted on Exhibit A attached hereto and made a part hereof (the "Storage Space"). Licensee hereby accepts, and shall license, the Storage Space from Licensor in its current "as is" condition, without any representation or warranty by Landlord, and without any obligation of Landlord to construct any improvements or perform any other work in the Storage Space.

2. Storage Space Term. This Agreement shall commence as of the date hereof (the "Storage Space Commencement Date") and continue for a period of six (6) full calendar months, expiring on the last day of the sixth (6th) full calendar month from and after the Effective Date, including any extensions or renewals thereof, unless terminated in accordance with the express terms of this Agreement (the "Storage Space Term"). Upon such expiration or termination of this Agreement, Licensee shall quit and deliver up the Storage Space to Licensor, in broom-clean and good condition, ordinary wear and tear and casualty excepted, and with all of Licensee's personal property removed. In the event that the Storage Space Term has expired, or this Agreement terminated, but Licensee's personal property remains in the Storage Space, Licensee shall remain liable for the Monthly Fee for any period that such personal property remains in the Storage Space, and shall otherwise be subject to Licensor's remedies as set forth in Section 7 hereof.

3. Permitted Use. Licensee shall not use the Storage Space for any purpose whatsoever other than storage of its personal property. Licensee shall not store within the Storage Space any hazardous materials (as defined in any federal, state, or local environmental statute, regulation, or ordinance), tires, any

item that would or may create offensive odors or sounds, any item that may cause damage to the Storage Space or Building, or which Licensor, from time to time, directs in Licensor's reasonable discretion not to be stored within the Storage Space. The Storage Space shall be used in accordance with all applicable zoning and other governmental regulations and rules applicable thereto.

4. Monthly Fee. Licensee shall pay, in advance on the first day of each month during the Storage Space Term, a fee for the Storage Space equal to Twenty Six 66/100 Dollars (\$26.66, based on Ten and 00/100 Dollars (\$10.00) per rentable square feet of the Storage Space) (the "Monthly Fee"), unless and until this Agreement is terminated in accordance with its terms. The Monthly Fee shall be payable by Licensee to Licensor on the first (1st) day of each month, at such place or to such of Licensor's agents as Licensor may hereafter designate in writing. Any amounts, other than the Monthly Fee, which Licensee becomes obligated to pay Licensor hereunder shall constitute an "additional fee." If Licensee shall fail to timely pay any installment of the Monthly Fee or any additional fee due hereunder, and such failure continues for a period of five (5) days from the due date thereof, Licensee shall also pay Licensor, as an additional fee hereunder, a late fee equal to five percent (5%) of the amount of such unpaid installment or additional fee.

5. Relocation. Licensor shall have the right to relocate all or any portion of the Storage Space to comparable storage space in the Building upon thirty (30) days prior written notice to Licensee.

6. Default. Any of the following shall constitute a default under this Agreement: (a) failure to pay any Monthly Fee, any additional fee, or any installment thereof, when due and such failure continues for a period of five (5) days after written notice from Licensor of Licensee's failure to pay such amount when due (provided that Licensor shall not be required to provide such notice more than twice in any twelve month period and further provided that the third such delinquent payment shall constitute an immediate Event of Default hereunder on the date on which such payment was due without the requirement of notice from Licensor or the lapse of any cure period) or (b) failure to perform any other covenant set forth herein, not cured within thirty (30) days following written notice provided that if such cure cannot be reasonably completed within such thirty (30) day period, so long as Licensee has commenced and diligently prosecutes such cure to completion Licensee shall have such time as is reasonably necessary, not to exceed sixty (60) additional days following such initial thirty (30) day period.

7. Licensor Remedies. Upon the occurrence of any event of default set forth herein, Licensor shall be entitled, at its option and without waiver of any rights of which Licensor may avail itself at law or in equity, to:

- a. re-enter the Storage Space without terminating this Agreement;
- b. serve notice of the termination of this Agreement, in which event this Agreement shall cease and expire on the date set forth in the notice and Licensee shall quit and deliver up the Storage Space as of such date, subject to and in accordance with the terms of Section 2 hereof; provided, however, that upon the failure of Licensee to quit and deliver up the Storage Space in accordance with the terms of Section 2, Licensor may re-enter the Storage Space and, without demand, proceed by distress and sale of the personal property found therein to levy the fees and all other costs due hereunder, and Licensee hereby waives the benefit of all laws regarding limitation on distress and relieves Licensor of any obligation to identify or appraise such personal property; and

- c. confess judgment against Licensee for fees due and owing under this Agreement, and for all costs and fees incurred by Licenser in any action therefor.

Licensee waives all right to recover possession of the Storage Space and waives all right of reinstatement of this Agreement in the event of Licenser's termination hereof.

8. Risk of Loss and Waiver of Claims. Licensee shall use the Storage Space solely at its own risk. Licenser shall have absolutely no responsibility or liability for any property of Licensee in or about the Storage Space. Except to the extent arising from the gross negligence or willful misconduct of Licenser, its employees, agents or contractors, Licensee waives any and all claims or causes of action against Licenser, or its agents, arising out of or connected with its use or possession of the Storage Space. Licensee shall maintain at all times during the term hereto, at its sole cost and expense, policies of insurance covering all property placed in the Storage Space, in an amount not less than one hundred percent (100%) of their actual replacement cost (with a commercially reasonable deductible, provided such deductible does not exceed \$5,000.00), providing protection against all risks covered by standard form "All Risk" policy, together with insurance against vandalism and malicious mischief. Any such insurance policies shall comply with reasonable requirements set forth by Licenser from time to time and may be covered as a part of any policies or coverages that Licensee is required to provide as tenant under the Lease.

9. Access. Licensee will not change the locks to the Storage Space or place additional locks on the Storage Space without providing Licenser with two copies of any new keys. Licenser and Licenser's agents have the right to enter the Storage Space at all reasonable times upon twenty-four (24) hours prior written notice to Licensee (except in the event of an emergency, in which event no such prior notice shall be required) to examine the same and/or to make such repairs, alterations, improvements or additions as Licenser may reasonably deem necessary or desirable.

10. Indemnification. Except to the extent arising from the gross negligence or willful misconduct of Licenser, its employees, agents or contractors, Licensee shall indemnify and hold Licenser harmless from any and all claims, costs, damages, losses, causes of action, penalties, demands, obligations, or liabilities (including, but not limited to, attorneys' fees) arising out of or connected with (a) its use or possession of the Storage Space, (b) any claims by any third party arising out of or connected with Licensee's use of the Storage Space, or (c) Licensee's breach of this Agreement.

11. Waiver of Jury Trial. The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other involving any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of Licenser and Licensee, Licensee's use of the Storage Space and/or any claim of injury or damage.

12. Brokers. Licenser and Licensee each represent that they have had no dealing with any real estate broker or other person (collectively, "Brokers") with respect to this Agreement and that no such person is entitled to any commission or fee with respect to this Agreement.

13. Subleasing/Assignment. Licensee may not sublet the Storage Space or assign this Agreement.

14. Notice Address.

If to Licenser:

SIP / CREF 6849 Old Dominion, LLC

SIP Manager, LLC
7201 Wisconsin Avenue
Bethesda, Maryland 20814

If to Licensee:

Dell Management, LLC
Suite 450
6849 Old Dominion Drive
McLean, Virginia 22101

15. Entire Agreement. This Agreement contains all agreements of the parties with respect to the subject matter hereof. No prior agreement or understanding is of any force or effect. No changes to this Agreement shall be effective unless set forth in a writing signed by both Licensor and Licensee.

16. Subordination. This Agreement is and shall be subject and subordinate to all ground or underlying leases or licenses of the entire Building and to all mortgages which may now or hereafter be secured upon the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative, and no further instrument of subordination shall be required by any lessor, licensor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) days after request, any certificate that Licensor may reasonably require acknowledging such subordination.

17. Governing Law. This Agreement shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia.

18. Effective Date. This Agreement shall not be effective and binding until fully executed by both parties. This Agreement will bind and inure to the benefit of Licensor and Licensee and their respective successors and permitted assigns.

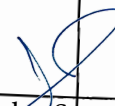
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the Effective Date.

LICENSOR:

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

By: SIP 6849 Old Dominion, LLC,
its Manager

By:  _____ [SEAL]
Name: John Stewart
Title: Manager

LICENSEE:

DELL MANAGEMENT, LLC,
a Virginia limited liability company

By: McLean Dermatology _____ [SEAL]
Name: Lily Talakoub
Title: Doctor



EXHIBIT A
DEPICTION OF STORAGE SPACE

