

SIXTH AMENDMENT TO DEED OF LEASE

THIS SIXTH AMENDMENT TO LEASE (this "Sixth Amendment") is made and entered into as of May 10th, 2021, by and between **SIP / CREF 6849 Old Dominion, LLC**, a Delaware limited liability company ("Landlord"), successor-in-interest to JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company, and **Dr. Wendy Garson, Dr. Robert Jacobs, and Dr. Duc Nguyen** (collectively, "Existing Tenants") and **J-N Vision P.C.**, a Virginia professional corporation ("Relocation Tenant").

RECITALS

A. Pursuant to that certain Deed of Lease Agreement dated September 10, 1998 as amended to date ("Existing Lease"), Landlord is currently leasing to Dr. Wendy Garson, Dr. Robert Jacobs, and Dr. Duc Nguyen certain premises consisting of approximately three thousand nine hundred twelve (3,912) rentable square feet of space known as Suite 300 (the "Existing Premises") on the third (3rd) floor of the building located 6849 Old Dominion Drive, McLean, Virginia (the "Building"), as more particularly described in the Existing Lease. The Existing Lease, as modified by this Sixth Amendment shall be referred to herein as the "Relocation Lease."

B. The Term of the Existing Lease presently expires on July 31, 2021, and Landlord and Dr. Robert Jacobs and Dr. Duc Nguyen, through their professional corporation, J-N Vision P.C., but not Dr. Wendy Garson, desire to (i) relocate from the Existing Premises within Building to certain other premises consisting of approximately 2,503 square feet of space located on the second floor of the Building and known as Suite #230 ("Relocated Premises"), and (ii) extend the Term of the Relocation Lease through September 30, 2024.

C. Dr. Robert Jacobs and Dr. Duc Nguyen formed J-N Vision P.C. to be the Relocation Tenant under the Relocation Lease.

NOW THEREFORE, in consideration of the premises and such other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties do hereby agree to amend the Lease as follows.

1. **Relocated Premises.** Landlord shall deliver the Relocated Premises (as shown on Exhibit A to Relocation Tenant and Relocation Tenant shall accept the Relocated Premises, in its "AS-IS" condition on the date Landlord delivers possession of the Relocated Premises to Relocation Tenant ("Relocated Premises Delivery Date"). The Relocated Premises Delivery Date is anticipated to occur on or about May 7, 2021. Relocation Tenant will accept possession of the Relocated Premises without any agreements, representations, understandings or obligations on the part of Landlord, except as otherwise set forth in this Sixth Amendment, to perform any alterations, repairs or improvements or, to provide any allowance for same. Relocation Tenant acknowledges that Landlord has not made any representation or warranty and expressly disclaims any such representation or warranty (express or implied) with respect to the condition of the Relocated Premises with respect to the suitability or fitness of either for the conduct of Relocation Tenant's business or for any other purpose.

2. **Relocation Tenant.** Effective as of the Relocation Premises Delivery Date, the Tenant under the Relocation Lease shall be J-N Vision P.C. and Dr. Wendy Garson shall have no liability under the Existing Lease for any claim arising after July 31, 2021.

3. **Surrender of Original Premises.** Existing Tenant shall vacate and surrender to Landlord possession of the Existing Premises described in the Existing Lease by July 31, 2021 in the condition required under the Existing Lease. If Existing Tenant shall fail to timely vacate and surrender the Existing Premises as required herein, such failure to surrender shall be a default under the Existing Lease and Existing Tenant shall be a holdover pursuant to the Existing Lease. Provided Existing Tenant is not in monetary default beyond all applicable cure period, for each day prior to July 31, 2021 that Existing Tenant vacates the Existing Premises in the condition required under the Existing Lease, Existing Tenant will receive a refund of Base Rent previously paid for the Existing Premises for July of 2021 in the daily amount of \$401.09.

4. **Term.** The Term of the Relocation Lease commences upon Relocation Premises Delivery Date and expires on September 30, 2024 unless sooner terminated in accordance with the express terms of the Relocation Lease.

5. **Relocated Premises Base Rent.**

A. For all periods prior to August 1, 2021, Existing Tenant shall continue to pay the Base Rent and all additional rent in accordance with the terms and conditions of the Existing Lease.

B. Commencing on August 1, 2021 Relocation Tenant shall pay Base Rent in accordance with the Relocation Lease in accordance with the following schedule:

Period	Annual Base Rent	Monthly Base Rent
8.1.21-7.31.22*	\$100,119.96	\$8,343.33
8.1.22-7.31.23	\$103,123.56	\$8,593.63
8.1.23-7.31.24	\$106,227.36	\$8,852.28
8.1.24-9.30.24**	\$109,406.16	\$9,117.18

** partial year

*Notwithstanding the foregoing, so long as Relocation Tenant is not in default under the Relocation Lease beyond any applicable notice and cure periods, Landlord shall abate one hundred percent (100%) of the monthly Base Rent installment for the months of August, September, October of 2021 and fifty percent (50%) of November 2021.

6. **Relocated Premises Operating Costs.** Commencing on August 1, 2022 Relocation Tenant shall pay its Pro Rata Share, which shall be equal to 3.72% of Operating Costs over Base Operating Costs for calendar year 2021 in accordance with the provisions of the Relocation Lease.

7. **Security Deposit.** Landlord is holding Security Deposit in the amount of \$10,107.00, which Landlord shall continue to hold as the Security Deposit in accordance with the provisions of the Relocation Lease for the Term of the Relocation Lease.

8. **Parking.** Any provision of the Existing Lease to the contrary notwithstanding, during the Term of the Relocation Lease, Landlord agrees to make available to Relocation Tenant and its employees eight (8) monthly unreserved parking permits (calculated at the ratio of three and two-tenths (3.2) permits for each one thousand (1,000) square feet of rentable square feet of Relocation Premises leased by Relocation Tenant) (each a "Permit" and collectively, the "Permits") for the parking of standard-sized passenger automobiles in the parking area of the Building (the "parking lot") on a non-exclusive, unassigned, first-come, first-served basis, at no charge to Relocation Tenant. Except as expressly provided herein, no specific parking spaces will be allocated for use by Relocation Tenant or any other parking lot users unless Landlord determines in its sole discretion that some or all parking spaces shall be reserved parking spaces. Relocation Tenant shall have the right to convert three (3) of the unreserved parking spaces to reserved parking spaces for a fee of One Hundred Dollars (\$100.00) per reserved parking space per month, the location of which reserved spaces in the parking lot shall be mutually agreed upon. Landlord shall waive the parking fee for the first (1st) Lease Year. Notwithstanding the foregoing, Landlord does not guarantee the availability of any such reserved Permits to Relocation Tenant from and after the date that is ninety (90) days following the Lease Commencement Date, if Relocation Tenant does not make an irrevocable commitment to purchase such reserved Permits available to it within said thirty (30) day period, and in fact purchases such reserved Permits within such period, and thereafter continuously maintains such reserved Permits. Landlord hereby reserves the right from time to time to designate any portion of the parking lot to be used exclusively by visitors and patrons to the Building or other tenants provide that Relocation Tenant's rights under this Section are not impaired. The reserved Permit parking fee shall be paid as additional rent, or if directed by Landlord, pursuant to a separate agreement.

9. **Allowance.** Landlord agrees to provide to Relocation Tenant with an allowance with respect to the construction of improvements upon the Relocated Premises in an amount not to exceed Fifty Thousand Dollars (\$50,000) (the "Allowance"). Such Allowance shall be applied to the actual construction costs (materials and labor) of any improvements as well as all costs of furniture, fixtures and equipment and moving expenses ("Tenant's Work") performed in the Relocated Premises (all such total costs hereinafter collectively referred to as "Tenant Improvement Costs"). To the extent that any of the Allowance remains after payment of Tenant Improvement Costs, Tenant will be entitled to credit on account of the excess to be applied to accruing rent beginning October 2021. Provided the foregoing requirements have been met, payment of the Allowance will be made, within thirty (30) days following the last to occur of Landlord's receipt of (i) Relocation Tenant's sworn statements and applications for payment; (ii) sworn statements and recordable lien waivers from all of Relocation Tenant's contractors; (iii) confirmation that the Tenant's Work has been completed in accordance with the Tenant Plans previously approved by Landlord; and (iv) such other documents and instruments as Landlord may reasonably require, all in form and substance reasonably satisfactory to Landlord. Any improvement or work done or authorized by Relocation Tenant or performed to Relocation Tenant's account, shall be promptly paid by Relocation Tenant. Failure to do so shall be deemed an event of default under the Lease. Tenant's Work shall be deemed to be alterations for purposes of the Relocation Lease and all terms and conditions contained the Alterations section of the Relocation Lease shall also apply to the Tenant's Work.

10. **Tenant Special Cancel Right.**

A. Provided that Relocation Tenant is not in default beyond any applicable notice and cure period, at the time that Relocation Tenant provides the "Vacate Notice" (as hereinafter

defined), Relocation Tenant shall have the one-time right ("Tenant's Special Cancel Right"), in Relocation Tenant's sole discretion, to terminate this Lease effective on the date that is the last day of the twenty-sixth (26th) calendar month of the Term of the Relocation Lease (such last day being the "Vacate Date"). Relocation Tenant shall exercise Tenant's Special Cancel Right by giving Landlord written notice (the "Vacate Notice") of such election at least nine (9) months prior to the Vacate Date. Any such Vacate Notice shall be effective if and only if Relocation Tenant shall include with such Vacate Notice payment to Landlord of the "Lease Termination Fee" of \$32,609.79. If Relocation Tenant exercises Tenant's Special Cancel Right, then Relocation Tenant agrees to and shall surrender to Landlord sole and exclusive possession of the entire Relocated Premises by not later than the Vacate Date, in the physical condition required in this Lease for surrender of possession and free of occupants and subleases, broom clean and with all of Relocation Tenant's personal property removed therefrom, and in good condition, ordinary wear and tear and damage by fire or other casualty excepted (collectively, the "Vacate Condition"). Time is of the essence of all of Relocation Tenant's obligations under this Section.

B. For purposes hereof, the Lease Termination Fee shall be the amount equal to (i) an amount equal to the unamortized costs then remaining as of the Vacate Date based upon a recovery period of 36 months and computed on a straight line, three percent (3%) interest basis of the "Lease Costs" (as hereinafter defined). "Lease Costs" shall mean the sum of the brokerage commissions incurred in connection with this Sixth Amendment, the amount of Base Rent abatement described in Paragraph 5 of this Sixth Amendment and the Allowance to which Relocation Tenant is entitled pursuant to Section 9 of this Sixth Amendment and the reasonable legal expenses incurred in the preparation of this Lease. The Lease Termination Fee is equal to \$32,609.79.

C. Relocation Tenant's exercise of the Special Cancel Right shall not be revocable by Relocation Tenant. If Relocation Tenant exercises the Special Cancel Right in compliance with all conditions of this Section 10, Tenant's obligation to pay rentals and other sums shall prospectively terminate from and after the date (the "Expiration Date") which is the later to occur of (X) the Vacate Date; or (Y) such later date (if any) when Relocation Tenant surrenders the Premises to Landlord in the Vacate Condition. Relocation Tenant shall pay all rent and other sums and shall perform all of its obligations with respect to the Relocation Premises through and including the Expiration Date. Notwithstanding anything to the contrary set forth in this Section 10, it is agreed that if Relocation Tenant gives Landlord the Vacate Notice, and if Relocation Tenant does not surrender to Landlord exclusive possession of the entire Relocated Premises in the Vacate Condition within thirty (30) days following the Vacate Date, then Relocation Tenant shall be in holdover under the Relocation Lease.

11. **Brokers.** Landlord and Relocation 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 Sixth Amendment other than Avison Young and Newmark and Landlord shall pay all such commissions to these Brokers. Landlord shall indemnify and hold Relocation Tenant harmless, and Relocation Tenant shall indemnify and hold Landlord harmless, from and against any claim or claims for any other broker or other commission arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.

12. **Recitals, Tenant Certifications and Defined Terms.** The recitals set forth in the preamble are hereby incorporated in and made a part of this Sixth Amendment. Capitalized terms used herein that are defined in the Existing Lease and not defined herein shall have the meaning assigned to them in the Existing Lease. To Relocation Tenant's actual knowledge, Landlord is not in

default under the Relocation Lease as of the date hereof and Relocation 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 Relocation Lease. Relocation Tenant has no claims, defenses or set-offs of any kind to the payment or performance of Relocation Tenant's obligations under the Relocation Lease.

13. **Ratification.** Except as otherwise expressly modified by the terms of this Sixth Amendment, the Existing Lease shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Existing 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 Relocation Tenant enforceable according to the terms thereof.

14. **Counterparts.** This Sixth Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Sixth Amendment.

15. **Binding Effect.** This Sixth Amendment 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 Sixth Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, and permitted successors and assigns.

[Signature Page to Follow]


IN WITNESS WHEREOF, Landlord and Tenant have executed this Sixth Amendment as of the day and year first above written.

WITNESS:

LANDLORD:

SIP / CREF 6849 Old Dominion, LLC

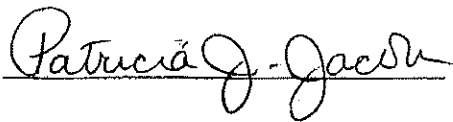
By: SIP 6849 Old Dominion, LLC
its Manager

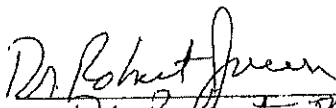
By:  (SEAL)
Name: John H. Stewart
Title: Managing Member

WITNESS:

RELOCATION TENANT:

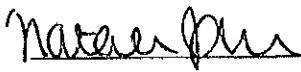
J-N VISION P.C., a Virginia professional corporation

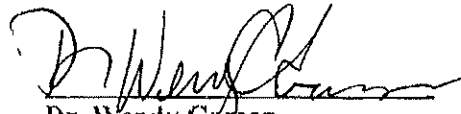


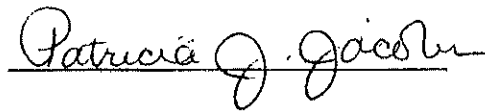
By:  JN VISION
Name: Dr. Robert Jacobs
Title: Co-owner

WITNESS:


EXISTING TENANT:




Dr. Wendy Garson




Dr. Robert Jacobs





Dr. Duc Nguyen

EXHIBIT A
Relocated Premises

