**FIRST AMENDMENT TO DEED OF LEASE**

**THIS FIRST AMENDMENT TO DEED OF LEASE** (this “First Amendment”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 2023 (the “Effective Date”), between **SIP/CREF 6849 OLD DOMINION, LLC**, a Delaware limited liability company (“Landlord”), and **SUNNYBROOK INVESTMENTS, LLC**, a Delaware limited liability company (“Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Deed of Lease dated November 17, 2018 (the “Lease”), whereby Tenant leases certain premises consisting of 1,687 rentable square feet of space, designated as Suite 221, on the second (2nd) floor (the “Premises”) of the building having an address of 6849 Old Dominion Drive, McLean, Virginia (the “Building”), as more particularly set forth in the Lease;

WHEREAS, the term of the Lease (the “Term”) expires on April 30, 2024;

WHEREAS, Landlord and Tenant have agreed to extend the Term for an additional period of twenty-four (24) 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 First Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Lease unless the context clearly requires otherwise. As used herein and in the Lease, the term “Lease” shall mean the Lease, as amended by this First Amendment.
2. Extension of Term. The Term is hereby extended for an additional period of twenty-four (24) months (the “Extended Term”), commencing on May 1, 2024 (the “Extended Term Commencement Date”) and expiring at midnight on April 30, 2026 (the “Extended Term Expiration Date”). Tenant shall have no further right or option to extend the Term beyond the Extended Term Expiration Date. All references in the Lease, as amended by this First Amendment, to the “Lease Term,” “Term” or “term” shall include the original term through the Extended Term.
3. Monthly Base Rent. Tenant covenants and agrees that commencing on May 1, 2024, and continuing throughout the Extended Term, Tenant shall pay to Landlord as Base Rent for the Premises, in advance, without setoff, deduction or demand, on the first (1st) day of each calendar month, the following applicable amounts:

|  |  |  |
| --- | --- | --- |
| **Period** | **Annual Base Rent** | **Monthly Base Rent** |
| 05/01/24 – 04/30/25 | $70,474.89 | $5,872.91 |
| 05/01/25 – 04/30/26 | $72,412.95 | $6,034.41 |

1. Additional Rent. Commencing on May 1, 2024 and continuing throughout the Extended Term, Tenant shall continue to pay to Landlord all Additional Rent payable under the Lease, including, without limitation, Operating Cost Pass-Throughs and Real Estate Tax Pass-Throughs, in accordance with the terms and provisions of the Lease in effect immediately preceding the date of this First Amendment.
2. Condition of Premises. Tenant acknowledges that it has been in occupancy of the Premises prior to the Effective Date and accepts the Premises for the Extended Term in their “as-is” condition as of the Extended Term Commencement Date, without representation or warranty by Landlord, and without any obligation of Landlord to make any improvements or alterations or perform any other work in the Premises.
3. 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 First Amendment other than Stream Realty Partners, as Landlord’s agent. 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.
4. Ratification. Except as expressly modified by this First Amendment, all terms and provisions of the Lease shall remain in full force and effect.
5. Execution; Counterparts and Electronic Signatures. This First 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 First 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 First Amendment using electronic signature technology, by clicking “SIGN”, such party is signing this First Amendment electronically, and (2) the electronic signatures appearing on this First Amendment shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.
6. Successors; Governing Law. This First 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.
7. Due Authority. Landlord and Tenant represent and warrant to each other that the person signing this First Amendment on its behalf has the requisite authority and power to execute this First Amendment and to thereby bind the party on whose behalf it is being signed.
8. 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.
9. Entire Agreement. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this First Amendment, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this First Amendment. All understandings and agreements heretofore made between the parties pertaining to the Lease and this First Amendment are merged into this First Amendment which alone fully and completely expresses the agreement of the parties, neither party relying upon any statement or representation not embodied in this First Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First 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**:

**SUNNYBROOK INVESTMENTS, LLC,**

a Delaware limited liability company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_