

FIRST AMENDMENT TO COMMERCIAL DEED OF LEASE

THIS FIRST AMENDMENT TO COMMERCIAL DEED OF LEASE (this "Amendment") is made as of the 7th day of November, 2022 by and between **SIP/CREF 1420 BEVERLY, LLC**, a Delaware limited liability company ("**Landlord**") and **NEUROSCIENCE CONSULTANTS, PLC**, a Virginia professional liability company ("**Tenant**").

WITNESSETH:

WHEREAS, General Assets, Inc. ("**Original Landlord**") and Tenant entered into that certain Commercial Deed of Lease dated as of May 14, 2018 (the "**Lease**"), pursuant to which Tenant leases from Landlord approximately 910 rentable square feet of office space designated as Suite 347 (the "**Original Premises**") on the third (3rd) floor of that certain building having an address of 1420 Beverly Road, McLean, Virginia 22101 (the "**Building**");

WHEREAS, Landlord succeeded to the interest of Original Landlord in and to the Lease;

WHEREAS, the Lease Term expires on December 31, 2023;

WHEREAS, Landlord and Tenant have agreed that Tenant shall be relocated from the Original Premises to that certain space on the first (1st) floor of the Building designated as Suite 120 consisting of approximately 889 square feet of rentable area (the "**Relocation Premises**"), as more particularly shown on Exhibit A attached hereto and made a part hereof;

WHEREAS, Tenant has agreed to substitute the Relocation Premises in lieu of the Original Premises and surrender sole and exclusive possession to Landlord of the Original Premises on or before the Relocation Premises Commencement Date (as defined below), time being of the essence; and

WHEREAS, Landlord and Tenant desire to amend the Lease to reflect such relocation and to modify certain other provisions of the Lease, all on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, intending to be legally bound, the parties do hereby amend the Lease as follows:

1. Relocation Premises; Surrender of Original Premises.

A. Commencing on the date (the "**Relocation Premises Commencement Date**") that Landlord shall deliver possession of the Relocation Premises to Tenant with all improvements commensurate with finishes in the Original Premises complete including Tenant's IT cabling, network, internet connectivity in accordance with Exhibit C, all of Tenant's furniture fixtures and equipment relocated from the Original Premises to the Relocation Premises, and all items necessary for Tenant to operate its business complete and in place (collectively "Improvements") at Landlord's sole expense, which Landlord anticipates will occur on July 29,

2022, and continuing for the balance of the Lease Term, Landlord does hereby grant, demise and lease unto Tenant for the Permitted Use with all Improvements substantially complete except only punch list items which punchlist items shall be completed withing 30 days after Landord relocates Tenant to the Relocation Premises. Accordingly, from and after the Relocation Premises Commencement Date, the space that is subject to the Lease as well as all references within the Lease to the "Premises" shall mean the Relocation Premises. Promptly following the Relocation Premises Commencement Date, Landlord and Tenant shall execute a commencement certificate in the form attached hereto as Exhibit B evidencing the Relocation Premises Commencement Date and revised termination date.

B. Any alterations or improvements to the Relocation Premises which Tenant may desire to perform shall require Landlord's prior written approval and shall be subject to Article IX of the Lease.

C. On or prior to the Relocation Premises Commencement Date, Tenant shall surrender possession of the Original Premises to Landlord in the condition required under the terms and conditions of the Lease (the "***Vacate Condition***"). Notwithstanding anything in this Amendment to the contrary, Tenant shall remain responsible for all of its obligations under the Lease for the Original Premises, including, without limitation, the payment of monthly base rent (as provided in Article III and Section 4.1 of the Lease), Tenant's pro rata share of Basic Costs in excess of the Initial Basic Costs (as provided in Section 4.2) and all other amounts due under the Lease until the date Tenant delivers sole and exclusive possession of the Original Premises to Landlord in the Vacate Condition (such date of delivery by Tenant being the "***Original Premises Termination Date***"); provided, however, that in the event that Tenant fails to deliver possession of the Original Premises to Landlord in the Vacate Condition by the Relocation Premises Commencement Date, Tenant shall be deemed to be a month-to-month tenant as to the Original Premises, subject to Article XXII of the Lease. For the avoidance of doubt, Tenant shall be permitted to remain in occupancy of the Original Premises under the terms of the Lease in effect immediately preceding the date of this Amendment until the Relocation Premises Commencement Date.

2. **Base Rent.**

A. For all periods prior to the Relocation Premises Commencement Date, Tenant shall continue to pay to Landlord monthly base rent per rentable square foot (RSF) based on the new square footage of 889 RSF in accordance with Article III, Section 4.1, and all other applicable terms and provisions of the Lease in effect immediately preceding the date of this Amendment. For reference, the Original Premises per square foot rent at the commencement of the Original Lease was \$33.00 per RSF, and this per RSF as adjusted by Article III Section 4.1 shall be applied to the Relocation Premises RSF for purpose of determining monthly and annual rent.

B. Commencing on the Relocation Premises Commencement Date and continuing for the remainder of the Lease Term, notwithstanding any variance between the square footage of the Original Premises and the Relocation Premises, Tenant covenants and agrees to continue to pay Landlord monthly base rent for the Relocation Premises in accordance with Article III, Section 4.1 applied on a per square foot basis, and all other applicable terms and provisions of the Lease in effect immediately preceding the date of this Amendment. For the avoidance of doubt, commencing on the Relocation Premises Commencement Date, Tenant's monthly base rent obligation for the Relocation Premises will be the same as the monthly base rent obligation for the Original Premises adjusted for the smaller square footage in the Relocation Premises in effect immediately prior to the Original Premises Termination Date, subject to the annual increase as provided in subsection (h) of the Data Sheet and Section 4.1 of the Lease.

3. **Additional Rent.**

A. For all periods prior to the Relocation Premises Commencement Date, Tenant shall continue to pay all additional rent and other amounts due under the Lease, including, without limitation, Tenant's pro rata share of the amount of Basic Costs in excess of the Initial Basic Costs for the Original Premises in accordance with the terms of the Lease in effect immediately prior to this Amendment. Notwithstanding anything to the contrary herein, Tenant's percentage share shall be adjusted to reflect the smaller RSF of the Relocation Premises as compared to the Original Premises for computing Tenant's pro rata share.

B. Commencing on the Relocation Premises Commencement Date, Tenant shall pay to Landlord all additional rent and other amounts due under the Lease, including, without limitation, Tenant's pro rata share of the amount of Basic Costs in excess of the Initial Basic Costs for the Relocation Premises in accordance with the terms of the Lease in effect immediately prior to this Amendment; provided, however, (i) Tenant's pro rata share shall mean one and 93/100 percent (1.93%) (i.e., 889/46,000). Landlord represents that the current rentable area of the Building is 46,000 rentable square feet.

4. **Condition of Demised Premises.** Tenant shall accept possession of the Relocation Premises with all Improvements substantially complete as defined above, with Landlord, at Landlord's sole expense completing all Improvements and provided, that Landlord, at Landlord's cost, shall contract directly with a moving company for the physical move of all of Tenant's furniture to the Relocation Premises on or before the Relocation Premises Commencement Date. Landlord at Landlord's expense shall be responsible for making the Relocation Premises code

compliant and compliant with the American Disabilities Act based on codes in effect at the execution date of the Amendment.

5. **Signage.** Landlord shall provide and install, at Landlord's cost, the initial suite numbers and initial Tenant identification on the exterior of the Relocation Premises and in the directory using the standard graphics for the Building.

6. **Brokerage.** Tenant represents that it has dealt with no broker or agent in connection with this Amendment other than Summit Commercial Real Estate. Tenant shall hold Landlord harmless from and against any and all liability, loss, damage, expense, claim, action, demand, suit or obligation, including reasonable attorneys' fees and court costs, arising out of or relating to a breach by Tenant of such representation.

7. **Binding Effect.** All of the covenants of the Lease, as hereby amended, shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal representatives, and permitted successors and assigns. Submission of this Amendment by Landlord for execution by Tenant shall not constitute an offer from Landlord. Consequently, neither party hereto shall be bound under this Amendment unless and until both parties have executed this Amendment.

8. **Recitals, Tenant Certifications and Defined Terms.** The recitals set forth in the preamble are hereby incorporated in and made a part of this Amendment. Capitalized terms used herein that are defined in the Lease and not defined herein shall have the meaning assigned to them in the Lease. Tenant certifies to Landlord that the Lease is in full force and effect, that, to its 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 a default under the Lease.

9. **Ratification.** As amended hereby, the Lease shall continue in full force and effect under the terms, provisions and conditions thereof. All other terms, covenants and conditions of the Lease not herein expressly modified, including, without limitation, the option to extend the Lease Term as set forth in Section 2.3 of the Lease, are hereby confirmed and ratified and remain in full force and effect.

10. **Counterparts; Electronic Signatures.** This Amendment may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Amendment. The parties hereto consent and agree that this 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 Amendment using electronic signature technology, by clicking "SIGN", such party is signing this Amendment electronically, and (2) the electronic signatures appearing on this Amendment shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

(remainder of this page left blank; signature page follows)

IN WITNESS WHEREOF, Landlord and Tenant have each signed and sealed this Amendment effective as of the date first above written.

WITNESS/ATTEST:

LANDLORD:

SIP / CREF 1420 BEVERLY LLC,
a Delaware limited liability company

By: SIP 1420 Beverly, LLC,
a Maryland limited liability company,
its Manager

By: _____ (SEAL)

Name: John Stewart

Title: Manager

TENANT:

NEUROSCIENCE CONSULTANTS, PLC
a Virginia professional liability company

By: _____ (SEAL)

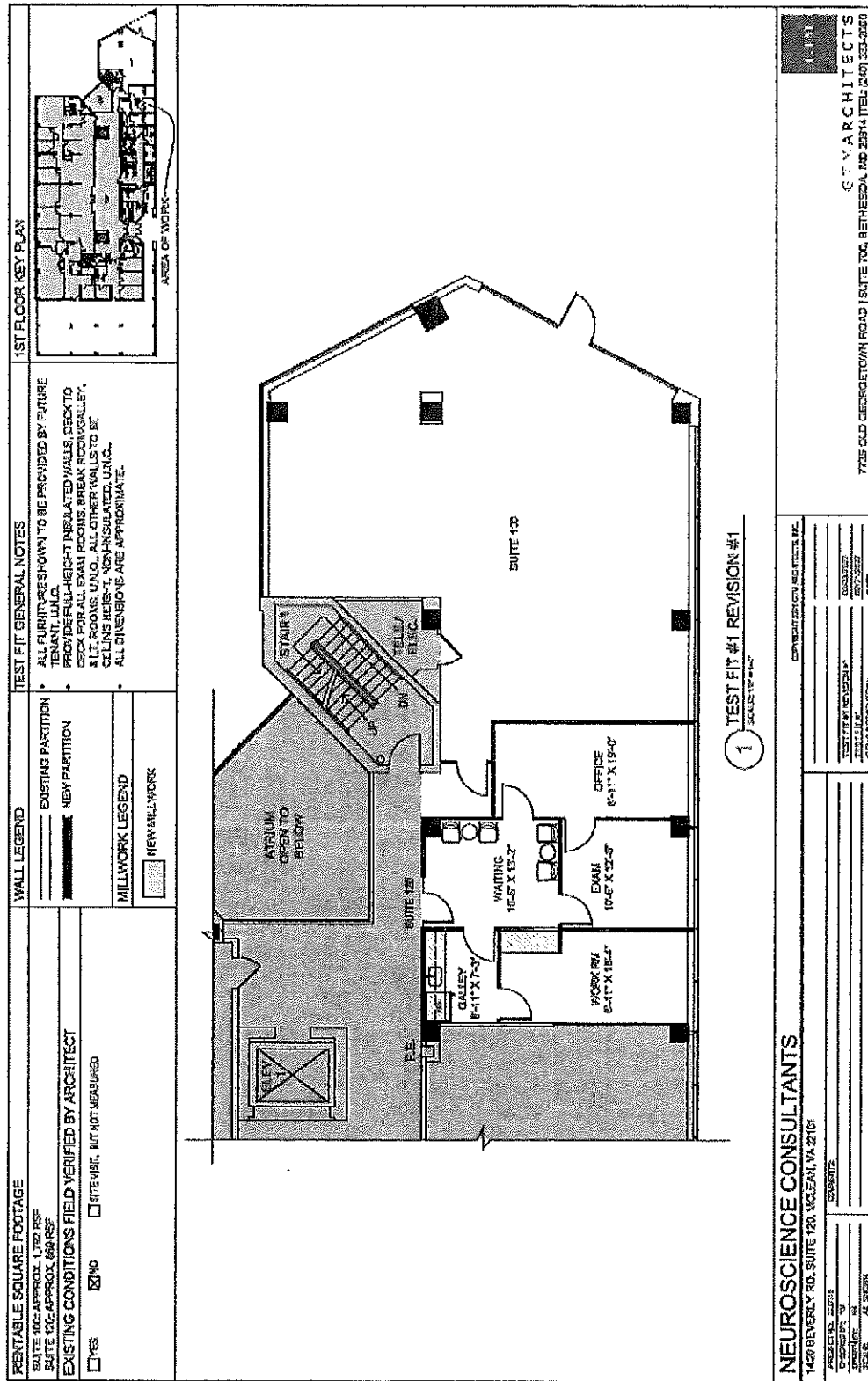
Name: Robert Cintron MD

Title: partner

EXHIBIT A

Relocation Premises

[Attached]



NEUROSCIENCE CONSULTANTS

1420 BENEVOLENT RD., SUITE 120, WOLFEN, VA 22101

PROJECT NO. 22718
DATE: 08/11/18
SCALE: AS SHOWN

PROJECT NO. 22718
DATE: 08/11/18
SCALE: AS SHOWN

CONTRACT NO. 22718-01

GTV ARCHITECTS
7725 OLD GEORGETOWN ROAD | SUITE 700, BETHESDA, MD 20814 | TEL: (301) 353-0220

EXHIBIT B

COMMENCEMENT LETTER

Date: 11/7/2022

Tenant: Neuroscience Consultants, PLC
Address: 1420 Beverly Road, Suite 120, McLean, VA 22101

Re: Commencement Letter with respect to that certain First Amendment to Commercial Deed of Lease dated November 7th, 2022, by and between SIP / CREF 1420 Beverly LLC, as Landlord, and Neuroscience Consultants, PLC, as Tenant, for 889 square feet of space on the first (1st) floor of the Building located at 1420 Beverly Road, McLean, VA 22101

Dear SIP/CREF 1420 Beverly LLC:

In accordance with the terms and conditions of the above referenced Amendment, Tenant hereby accepts possession of the Relocation Premises and agrees as follows:

1. The Relocation Premises Commencement Date is July 29th, 2022; and
2. The Revised Termination Date is December 31st, 2023.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all three (3) copies of this Commencement Letter in the space provided and returning two (2) fully executed copies of the same to my attention.

Sincerely,

Agreed and Accepted:

Tenant: Ruben Centron

By: [Signature]

Name: Ruben Centron

Title: partner

Date: 11/7/22

EXHIBIT B

COMMENCEMENT LETTER

Date: 11/7/2022

Tenant: Neuroscience Consultants, PLC
Address: 1420 Beverly Road, Suite 120, McLean, VA 22101

Re: Commencement Letter with respect to that certain First Amendment to Commercial Deed of Lease dated November 7th, 2022, by and between SIP / CREF 1420 Beverly LLC, as Landlord, and Neuroscience Consultants, PLC, as Tenant, for 889 square feet of space on the first (1st) floor of the Building located at 1420 Beverly Road, McLean, VA 22101

Dear SIP/CREF 1420 Beverly LLC:

In accordance with the terms and conditions of the above referenced Amendment, Tenant hereby accepts possession of the Relocation Premises and agrees as follows:

1. The Relocation Premises Commencement Date is July 29th, 2022; and
2. The Revised Termination Date is December 31st, 2023.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all three (3) copies of this Commencement Letter in the space provided and returning two (2) fully executed copies of the same to my attention.

Sincerely,

Agreed and Accepted:

Tenant: _____

By: _____

Name: _____

Title: _____

Date: _____

11/7/22