

FIRST AMENDMENT TO DEED OF LEASE

THIS FIRST AMENDMENT TO DEED OF LEASE (this "Amendment") is made this 20 day of July 2022 (the "Effective Date"), by and between SIP/CREF 1420 BEVERLY, LLC, a Delaware limited liability company ("Landlord") and EVEXIA, LLC, a Virginia limited liability company ("Tenant").

WITNESSETH:

WHEREAS, pursuant to that certain Deed of Lease dated February 14, 2022 (the "Original Lease"), Landlord leases to Tenant approximately 2,625 rentable square feet of space, designated as Suite 380, on the third (3rd) floor (the "Premises") of that certain building having a street address of 1420 Beverly Road, McLean, Virginia (the "Building"), as more particularly set forth therein;

WHEREAS, as a result of a remeasurement of the Premises in accordance with the ANSI/BOMA Z65.1-2017 Method for Measuring Floor Area in Office Buildings, it has been determined that the Premises contain 2,662 square feet of rentable area (as opposed to the 2,625 rentable square feet of space, as presently set forth in the Original Lease), and Landlord and Tenant have agreed to modify the Original Lease to properly reflect the square footage of the Premises;

WHEREAS, the Lease Commencement Date has been determined and the parties desire to confirm the Lease Commencement Date and Lease Expiration Date; and

WHEREAS, the parties desire to (i) confirm in writing the remeasurement of the Premises; (ii) modify those items under the Original Lease which are based on the square footage of the Premises; (iii) confirm the Lease Commencement Date and Lease Expiration Date; and (iv) make certain other modifications to the Original Lease, as more particularly set forth below.

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

1. **Recitals; Definitions.** The foregoing recitals are incorporated herein by reference. Capitalized and defined terms used in this Amendment shall have the same meanings as those ascribed to them in the Original Lease unless the context clearly requires otherwise. As used herein and in the Original Lease, the term "Lease" shall mean the Original Lease, as amended by this Amendment.

2. **Premises.** Notwithstanding anything to the contrary contained in Section I of the Fundamental Lease Provisions of the Original Lease, effective as of the Lease Commencement Date, Landlord and Tenant hereby stipulate and agree that the "rentable area" of the Premises shall mean two thousand six hundred sixty-two (2,662) square feet.

3. **Base Rent.**

a. Effective as of the Lease Commencement Date, the Base Rent chart set forth in Section K of the Fundamental Lease Provisions of the Original Lease is hereby deleted in its entirety and replaced with the following:

Lease Year	\$PSF	Annual Base Rent	Monthly Base Rent
1	\$45.00	\$119,790.00	\$9,982.50**
2	\$46.35	\$123,383.70	\$10,281.98
3	\$47.74	\$127,083.88	\$10,590.32
4	\$49.17	\$130,890.54	\$10,907.55
5	\$50.65	\$134,830.30	\$11,235.86
6	\$52.17	\$138,876.54	\$11,573.05
7	\$53.73	\$143,029.26	\$11,919.11
8	\$55.34	\$147,315.08	\$12,276.26
9	\$57.00	\$151,734.00	\$12,644.50
10	\$58.71	\$156,286.02	\$13,023.84
11	\$60.48	\$160,997.76*	\$13,416.48

*Annualized based on a full Lease Year.

b. For the avoidance of doubt, the parties hereby acknowledge and agree that the rent abatement paragraph which follows the rent chart in Section K of the Fundamental Lease Provisions of the Original Lease is not hereby deleted and remains in full force and effect.

4. **Tenant's Pro Rata Share.** Effective as of the Lease Commencement Date, Sections N.3 and N.4 of the Fundamental Lease Provisions of the Original Lease are hereby deleted and replaced with the following:

N.3 Tenant's Pro Rata Share of Operating Expenses: 5.64% (based on 2,662 rentable square feet of the Premises/47,184 square feet of office area)

N.4 Tenant's Pro Rata Share of Real Estate Taxes 5.64% (based on 2,662 rentable square feet of the Premises/47,184 square feet of office area)

5. **Allowance.** Notwithstanding anything to the contrary contained in Paragraph A.1.g of Exhibit A-1 to the Lease, Landlord and Tenant hereby agree that the Allowance shall be an amount not to exceed One Hundred Eighty-Six Thousand Three Hundred Forty and 00/100 Dollars (\$186,340.00) (i.e., \$70.00 psf based on 2,662 square feet of rentable area).

6. **Confirmation of Lease Commencement.** In lieu of executing the Commencement Date Certificate attached as Exhibit D to the Original Lease, Landlord and Tenant hereby confirm that, notwithstanding anything to the contrary contained in Paragraphs J.2 and J.3 of the Fundamental Lease Provisions of the Original Lease, the Lease Commencement Date is July 1, 2022, and the Lease Expiration Date is November 30, 2032.

7. **Brokers.** Tenant hereby represents to Landlord that it has dealt with no broker or agent in connection with this Amendment and Tenant shall hold Landlord harmless from and against any and all liability, loss, damage, expense, claim, action, demand, suit or obligation arising out of or relating to a

breach by Tenant of such representation.

8. **Tenant's Representations.** Tenant represents that it holds the entire tenant interest in the Lease and that it has not made any assignment, sublease, transfer, conveyance or other disposition of the Lease or any interest in 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 are hereby confirmed and ratified and remain in full force and effect.

10. **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.

11. **Authority.** Landlord and Tenant each represent and warrant to each other that the person executing this Amendment on behalf of such party has full right and authority to enter into this Amendment and that the person signing on behalf of such party is authorized to do so.

12. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

13. **Counterpart Copies; Electronic Signatures.** This Amendment may be executed in counterparts, each of which shall be deemed an original part and all of which together shall constitute a single agreement. Each party hereto shall be authorized to rely upon the signatures of all of the parties hereto on this Amendment which is delivered by email as a PDF and/or a DocuSign, or "Adobe" electronic signature copy as constituting a duly authorized, irrevocable, actual, current delivery of this Amendment with original ink signatures of each person and entity.

[Signatures to follow on next page]

IN WITNESS WHEREOF, Landlord and Tenant have each signed this Amendment under seal effective as of the Effective Date.

WITNESS:

LANDLORD:

**SIP / CREF 1420 Beverly LLC,
a Delaware limited liability company**

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

By: [Signature] (SEAL)
→ Manager

Name: MIKE SIMMONS

Title: Authorized Signer

WITNESS:

TENANT:

**EVEXIA, LLC, a Virginia limited liability
company**

By: [Signature] (SEAL)

Name: Noah Abraham

Title: owner