

## FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "First Amendment") is made as of the 19<sup>th</sup> day of October 2023 (the "Effective Date"), between **SIP / CREF 6849 OLD DOMINION, LLC**, a Delaware limited liability company ("Landlord") and **MCLEAN NEUROPSYCHIATRIC TREATMENT CENTER, LLC**, a Virginia limited liability company ("Tenant").

### R E C I T A L S

A. Landlord and Tenant are parties to a certain Agreement of Lease dated April 26, 2021 (the "Lease"). Under the terms of the Lease, Landlord leases to Tenant approximately 2,024 rentable square feet situated in Suite 340 (the "**Existing Premises**") on the third (3<sup>rd</sup>) floor of the building having an address of 6849 Old Dominion Drive, McLean, Virginia (the "**Building**"), as more particularly set forth in the Lease.

B. The term of the Lease (the "**Term**") expires on August 31, 2026.

B. The parties desire to amend the Lease to provide for (i) the relocation of Tenant to certain space stipulated to contain 4,400 rentable square feet known as Suite 315 (the "**New Premises**") on the third (3<sup>rd</sup>) floor of the Building, as outlined on the diagram attached as Exhibit A, (ii) the termination of the Lease with respect to the Existing Premises, (iii) the extension of the term of the Lease, and (iv) certain other agreements, all as set forth in and subject to the terms and conditions contained in this First Amendment.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. All capitalized terms which are not specifically defined in this First Amendment and which are defined in the Lease will have the same meaning for purposes of this First Amendment as they have in the Lease.

2. Lease Term. Subject to the terms and conditions set forth in this First Amendment, the Lease Term is hereby extended to expire on August 31, 2031 (the "**Revised Term Expiration Date**"). The period beginning on the New Premises Effective Date (as defined below) and ending on the Revised Term Expiration Date is referred to herein as the "**Revised Term**".

3. New Premises. Effective as of the New Premises Effective Date, Landlord leases to Tenant, and Tenant leases from Landlord, the New Premises. The "**New Premises Effective Date**" means the date that Landlord delivers possession of the New Premises to Tenant with the Leasehold Improvements substantially completed (as such terms are defined in Exhibit B attached hereto), which date is targeted to occur on November 1, 2023; provided however that Landlord will have no liability to Tenant for failure to deliver possession of the

New Premises to Tenant on or before such target date. Notwithstanding anything to the contrary contained in the Lease, Landlord shall not be obligated to tender possession of any portion of the New Premises that, on the date possession is to be delivered, is occupied by a tenant or other occupant or that is subject to the rights of any other tenant or occupant, nor shall Landlord have any other obligations to Tenant under this First Amendment with respect to such space until the date Landlord: (1) recaptures such space from such existing tenant or occupant; and (2) regains the legal right to possession thereof. This Lease shall not be affected by any such failure to deliver possession and Tenant shall have no claim for damages against Landlord as a result thereof, all of which are hereby waived and released by Tenant. Tenant agrees, within five (5) days of Landlord's request therefor, to execute and deliver a Commencement Date Agreement in the form of Exhibit C attached hereto.

Effective as of the New Premises Effective Date:

(a) Except as otherwise provided in this First Amendment, all references in the Lease and this First Amendment to the term "Premises" will include the New Premises, and shall not include the Existing Premises. The Lease, as amended hereby, shall be of no further force and effect with respect to the Existing Premises, and Tenant shall not be liable for any obligations under the Lease with respect to the Existing Premises (except for those obligations with respect to the Existing Premises which would survive the termination of the Lease), but Tenant shall be liable for all obligations under the Lease with respect to the New Premises which accrue from and after the New Premises Effective Date. Within five (5) business days after the New Premises Effective Date, Tenant will deliver to Landlord possession of the Existing Premises in the condition required by Section 14 of the Lease (Surrender of Possession). Section 20 of the Lease (Tenant Holding Over) will apply to Tenant's failure to vacate the Existing Premises within the required time;

(b) All references in the Lease to the rentable square footage of the Premises will be deemed to be 4,400 rentable square feet for the New Premises; and

(c) Tenant's Pro Rata Share of Operating Expenses shall be 6.53% and Tenant's Pro Rata Share of Real Estate Taxes shall be 6.53%, subject to adjustment as provided in Section 3.06.3 of the Lease.

#### 4. Rental.

(a) Prior to the Revised Term Effective Date, Tenant will continue to pay Base Rent, Tenant's Operating Cost Pass-Throughs and Tenant's Real Estate Tax Pass-Throughs and all other charges as provided in the Lease for the Existing Premises.

(b) Commencing on the Revised Term Effective Date, Tenant will pay Base Rent for the New Premises as follows (plus applicable sales tax):

Revised Lease Year	Base Rent Per RSF/Annum	Annual(ized) Base Rent	Monthly Base Rent
1	\$42.00	\$184,800.00	\$15,400.00
2	\$43.26	\$190,344.00	\$15,862.00
3	\$44.56	\$196,054.32	\$16,337.86
4	\$45.89	\$201,935.95	\$16,828.00
5	\$47.27	\$207,994.03	\$17,332.84
6	\$48.69	\$214,233.85	\$17,852.82
7	\$50.15	\$220,660.86	\$18,388.41
8*	\$51.65	\$227,280.69	\$18,940.06

\*Less than twelve (12) calendar months

As used herein, "**Revised Lease Year**" shall mean shall refer to each consecutive twelve (12) month period commencing with the New Premises Effective Date (if such date is the 1<sup>st</sup> day of a calendar month) or on the first day of the calendar month in which such New Premises Effective Date shall occur (if such date is other than on the first day of a calendar month) and each successive anniversary thereof; provided, however that the first Revised Lease Year shall commence on the New Premises Effective Date.

(c) Commencing on the first anniversary of the Revised Term Effective Date, Tenant will pay Tenant's Operating Cost Pass-Throughs and Tenant's Real Estate Tax Pass-Throughs (as modified in Paragraph 3(c) above); provided that the Base Year for Operating Expenses and the Base Year for Real Estate Taxes shall be calendar year 2024. During the Revised Term, Tenant's obligation to pay all other fees, charges, expenses and costs as specified under the Lease shall remain unchanged unless otherwise expressly provided herein. During the Revised Term, for purposes of application of Section 3.06.6 of the Lease, "fully occupied" shall mean (i) for Operating Expenses, 95% of the Building, and (ii) for Real Estate Taxes, 100% of the Building.

5. Preparation and Condition of the New Premises. Commencing on the New Premises Effective Date, Landlord is leasing the New Premises to Tenant "AS IS" and "With All Faults", without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability). However, Landlord will perform the Leasehold Improvements to the New Premises on the terms, conditions and provisions as provided in Exhibit B. Taking possession of the New Premises by Tenant will be conclusive evidence as against Tenant that the New Premises were in good and satisfactory condition when possession was so taken, except as otherwise expressly provided in the Exhibit B. The mutually agreed-upon considerations for the Landlord's improvements are also defined in Exhibit B-2.

6. Security Deposit. **TBD**

7. Parking. During the Revised Term, the number of Permits available to Tenant shall be increased to fourteen (14) Permits (calculated at the ratio of 3.2 permits per 1,000 rentable square feet in the New Premises).

8. Options. Should the Lease (including any amendments, exhibits or riders thereto) provide Tenant renewal options, termination options or rights, or expansion options or rights, other than as specifically provided in this First Amendment, such options or rights shall be of no further force or effect.

9. 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.

10. Ratification. Except as expressly modified by this First Amendment, all terms and provisions of the Lease shall remain in full force and effect.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. No Presumption. Landlord and Tenant understand, agree and acknowledge that (i) this First Amendment has been freely negotiated by both parties, and (ii) in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this First Amendment or any of its terms or conditions, there will be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this First Amendment or any portion thereof.

17. No Offer. Submission of this instrument for examination or negotiation will not bind Landlord, and no obligation on the part of Landlord will arise until this Amendment is executed and delivered by both Landlord and Tenant.

18. Joint and Several Liability. If this First Amendment is signed, or if the obligations of Tenant are otherwise guaranteed, by more than one party, their obligations shall be joint and several, and the release or limitation of liability of any one or more of the parties shall not release or limit the liability of any other party.

[SIGNATURES ON FOLLOWING PAGE]

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

**WITNESS:**

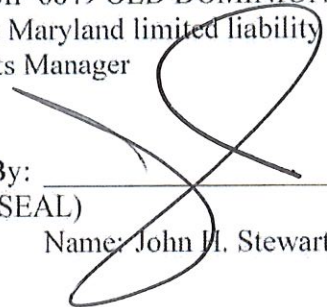
  
\_\_\_\_\_

**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 M. Stewart, Manager



**WITNESS:**


  
\_\_\_\_\_

**TENANT:**

**NEUROPSYCHIATRIC TREATMENT  
CENTER, LLC**, a Virginia limited liability  
company

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

Name: Aazaz Haq  
Title: Owner



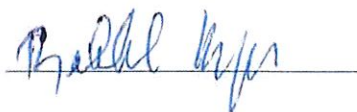
[REAFFIRMATION OF GUARANTOR ON FOLLOWING PAGE]



## REAFFIRMATION OF GUARANTOR

Aazaz UL Haq, M.D., an individual, being the guarantor of the Lease under a Guaranty, dated April 23, 2021 (the "**Guaranty**"), under which such guarantor guaranteed the obligations of tenant under the Lease, hereby (i) consents to the foregoing First Amendment notwithstanding that the Guaranty does not require Landlord to obtain the consent of guarantor to any such First Amendment; (ii) agrees that the Lease referred to in such Guaranty will hereafter include the foregoing First Amendment; and (iii) agrees that the Guaranty is in full force and effect.

WITNESS:



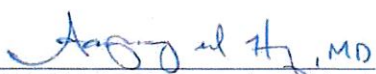
By:   
AAZAZ UL HAQ, M.D., an individual

Exhibit A  
New Premises

A-1



## Exhibit B

### WORK AGREEMENT

1. Tenant's Authorized Representative. Tenant designates \_\_\_\_\_ ("Tenant's Authorized Representative") as the person authorized to initial all plans, drawings, change orders and approvals pursuant to this Exhibit. Landlord shall not be obligated to respond to or act upon any such item until such item has been initialed by Tenant's Authorized Representative.

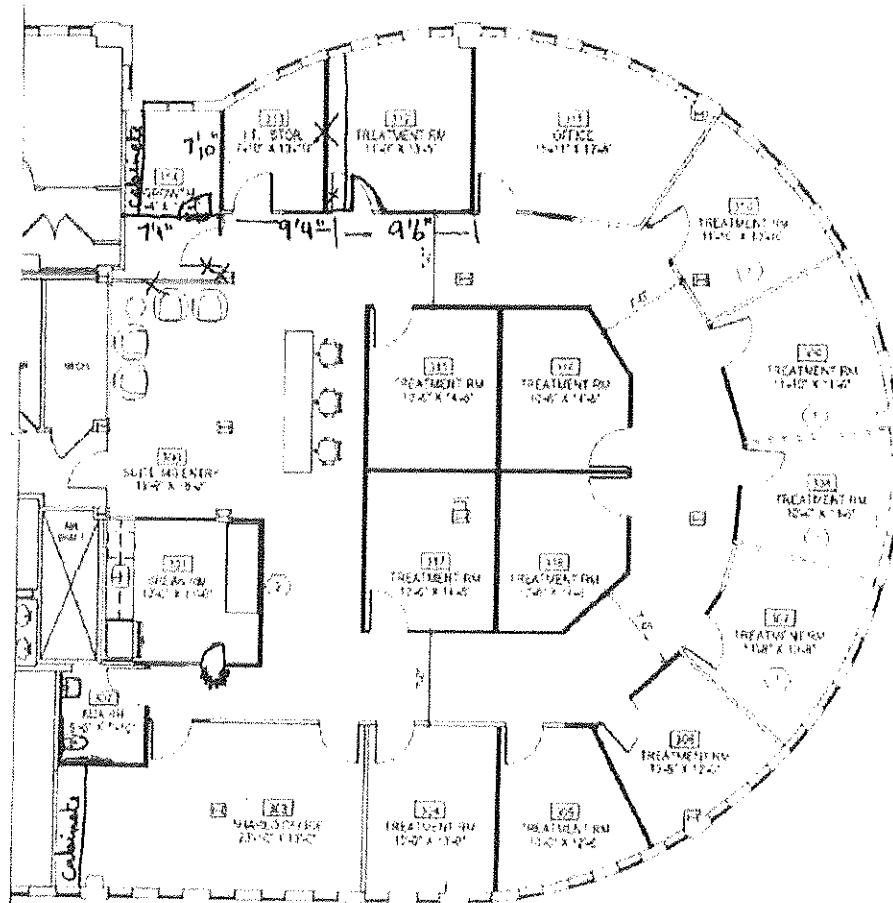
2. Leasehold Improvements. Commencing with the New Premises in their "as is" condition as of the date hereof, Landlord or its designated contractor shall install in the New Premises, utilizing Building standard finishes, those initial improvements specified in the final space plan attached hereto as Exhibit B-1 (the "Space Plan") and construction and engineering drawings approved by each of Landlord and Tenant (the "Leasehold Improvements"). Landlord shall not be obligated to provide any improvements, and the New Premises shall be delivered containing no property of any kind, other than the Leasehold Improvements.

3. Approval. All plans and drawings (and changes thereto) shall be subject to Landlord's and Tenant's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Such approval shall not constitute approval of any delay caused by Tenant or a waiver of any right or remedy that may arise as a result of such delay. Notwithstanding anything herein to the contrary, Tenant shall not be permitted to disapprove any plans and drawings which are materially consistent with the Space Plan.

4. Change Orders. If Tenant requests any change or addition to the work or materials to be provided by Landlord pursuant to this Exhibit, then Landlord shall not unreasonably withhold, condition or delay its approval of any such change order requested by Tenant. All additional expenses attributable to any change order requested by Tenant and approved by Landlord, which result in an increase in the cost of the Leasehold Improvements, shall be payable by Tenant prior to the performance of the work contemplated by such change order. If Landlord submits an estimate of the additional expenses attributable to a change order, then Tenant shall pay such estimated additional expenses prior to the performance of the work contemplated by such change order. If the actual additional expenses attributable to such change order exceed such estimated additional expenses, then Tenant shall pay the amount of such excess no later than the earlier of (i) the New Premises Effective Date, or (ii) ten (10) days after Tenant's receipt of a bill therefor. If such estimated additional expenses exceed the actual additional expenses attributable to such change order, then the amount of such excess shall be credited against the first installment(s) of rent.

B-1

## THE SPACE PLAN



This Exhibit is attached for the purpose of showing the Leasehold Improvements and shall not include any furniture, fixtures or other personal property shown hereon.

## Exhibit B-2

- Insulated walls installed from slab to slab (consideration for sound abatement)
- Soundproofing-door sweeps (consideration for sound abatement)
- Walls shall be constructed to include a Denser Insulation than Standard
- 20 Amp outlets-existing conditions
- Company name in the building directory (lobby) and on the exterior of the Tenant Suite
- Tenant reserves the right to occupy the next available position on the Monument Sign on Property
  - Monument signage is subject Signage Agreement and Monthly fee, to be further defined in the Signage Agreement
- All cabinetry
  - Tenant will provide furnishings throughout
- Flooring
  - New LVT throughout to match existing in pantry
- Tenant in-suite bathroom
  - Will now be relocated to room 314 on plan
    - This is where the tenant initially preferred the location of bathroom