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February 2, 2021

Ms. Lindsey Groom
Mr. Matthew Sullivan
Cushman & Wakefield U.S., Inc.
2101 L Street, NW
Suite 700
Washington, DC 20037

RE: Commission Agreement

Dear Lindsey & Matt,

This letter shall set forth the terms of the commission agreement between Avison Young – Washington, D.C., LLC ("Landlord's Broker") and Cushman & Wakefield U.S., Inc. ("Tenant's Broker") in the event MedStar Medical Group, LLC (together with its affiliates, successors, nominees and assigns, "Tenant") enters into a lease at McLean Gateway Medical, 1420 Beverly Road, McLean, VA ("Building") with SIP/CREF 1420 Beverly, LLC (together with its affiliates, successors, nominees and assigns, "Landlord").

The commission hereunder shall be earned upon the execution and delivery of the lease by Landlord and Tenant. Accordingly, Landlord's Broker shall pay, upon receipt of payment from the Landlord, a commission to Tenant's Broker equal to four percent (4%) of the aggregate value of the lease, including fixed escalations, less any rent abatement. The commission shall be earned upon execution and delivery of a binding lease agreement and shall be paid to Tenant's Broker one-half (1/2) upon full lease execution by all parties thereto and one-half (1/2) upon occupancy by Tenant and commencement of the payment of rent under the Lease. Notwithstanding anything to the contrary in this Agreement or otherwise, Landlord's Broker shall not incur any obligation or liability for any brokerage commission, fee or other similar compensation to Tenant's Broker unless and until receipt of the same from Landlord.

Additionally, if, at any time the term of Tenant's lease is renewed or extended or Tenant leases other or additional space(s) from Landlord, in either case whether pursuant to any option(s) or right(s) contained in the lease or not, and so long as neither Landlord nor Landlord's Broker have received written notice from Tenant that Tenant's Broker is no longer Tenant's sole real estate representative, Landlord's Broker shall pay to Tenant's Broker, at the time of the renewal, extension or lease of additional space, an additional commission at the foregoing rate for the renewal or extension term, or for such additional space, provided, however, if Landlord's Broker is no longer Landlord's leasing agent at the time of such renewal, extension or lease of additional space, Landlord shall pay the aforementioned additional commission to Tenant's Broker (with the foregoing referred to as the "Landlord's Obligation").

In the event the Landlord and Tenant agree on the principal business terms of a Lease but for some reason a written Lease shall not be executed and delivered by Landlord and Tenant, then no commission or brokerage fee or any portion thereof shall be deemed to be due or shall be paid to Tenant's Broker.

Tenant's Broker hereby represents to Landlord and Landlord's Broker that Tenant's Broker has been authorized as Tenant's sole real estate representative to negotiate the lease on Tenant's behalf.

Tenant's Broker hereby represents and warrants to Landlord and Landlord's Broker that (a) Tenant's Broker has not dealt with any other broker, person, corporation or other entity (other than Landlord's Broker) entitled to (or claiming to be entitled to) a commission or other compensation in connection with the lease to the Tenant at the

Building and (b) Tenant's Broker is a licensed real estate broker in the Commonwealth of Virginia and that such license is currently in full force and effect. The representations contained in this paragraph will survive the termination of this agreement.

Tenant's Broker agrees to defend, indemnify and hold Landlord free and harmless from and against all claims, costs, expenses, demands, attorneys' fees and disbursements, suits, liabilities, judgments and damages caused by or resulting from the claims of any third-party broker or independent contractor, other than Landlord's Broker, with whom the Tenant Broker has had dealings with respect to the Lease and the negligent acts, omissions, misconduct or misrepresentations of Tenant's Broker or any of its employees, and Tenant's Broker agrees to reimburse Landlord or Landlord's Broker upon demand for any monies (including attorneys' fees and disbursements) which Landlord or Landlord's Broker are required to pay for those items for which Tenant's Broker is obligated pursuant to the terms of this Section. The indemnifications required by this paragraph shall survive the termination of this agreement and the amount of Tenant's Broker's obligations under this paragraph (and the indemnification obligations herein) shall be limited to the amount of commission received by Tenant's Broker under this Agreement.

Landlord's Broker hereby represents and warrants to Tenant's Broker that: (a) Landlord's Broker is a licensed broker under the laws of the Commonwealth of Virginia; (b) Landlord's Broker and Landlord have entered into the a listing agreement, which remains in full force and effect, pursuant to which Landlord's Broker has been authorized by Landlord to enter into this agreement and perform all of the covenants of Landlord's Broker hereunder; and (c) a commission shall be due and payable to Landlord's Broker under such listing agreement upon the execution and delivery of a Lease between Landlord and Tenant and at the time of the renewal, extension or lease of additional space. The representations contained in this paragraph will survive the termination of this agreement.

Each party represents and warrants to the other that it, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not, and will not become, a person or entity with whom a party is prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Person's list) or under any statute, executive order or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

Each party represents and warrants to the other that it (and any party acting on its behalf) has not, in order to enter into this agreement, offered, promised, authorized or made any payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, kickbacks or other unlawful or improper means of doing business ("Prohibited Activity") and will not engage in Prohibited Activity during the term of this agreement. In the event of any violation of this section, the non-offending party shall be entitled to immediately terminate this agreement and take such other actions as are permitted or required to be taken under law or in equity.

Pursuant to Virginia Code § 54.1-2137 which requires all brokerage relationships to have a definite termination date, this agreement shall remain in full force and effect for a period of one hundred sixty (160) days from the date of full execution of this agreement; provided, however, such period shall be automatically extended for so long as active negotiations with Tenant are continuing and Tenant's Broker continues to represent Tenant and any obligation for the payment of Tenant's Broker's commission earned hereunder shall survive any such termination.

If either party institutes legal action to enforce its rights hereunder, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs incurred.

The foregoing sets forth the general terms under which Tenant's Broker shall be compensated for the current transaction pending between Landlord and Tenant. Please sign in the space provided below and return one fully executed original to my attention at your earliest convenience. Unless notified to the contrary, the terms established herein shall be considered binding.

Best Regards,

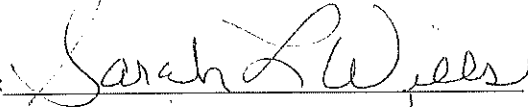
Avison Young - Washington, D.C., LLC



Daniel J. Gonzalez
Principal Broker

AGREED AND ACCEPTED:

Cushman & Wakefield U.S., Inc.

By: 

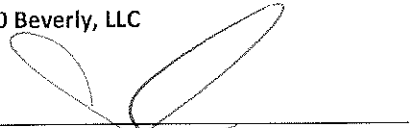
Printed Name: SARAH L WILLS

Date: 2-4-2021

Title: Operations Director

Landlord is executing this Agreement for the sole purpose of acknowledging and agreeing to the terms of Landlord's Obligation, as defined and set forth herein.

SIP/CREF 1420 Beverly, LLC

By: 

Printed Name: John Stewart

Date: 2-4-2021

Title: manager