

## FIRST AMENDMENT TO DEED OF LEASE

**22<sup>nd</sup>** THIS FIRST AMENDMENT TO DEED OF LEASE (this "First Amendment") dated as of the day of ~~February~~, 2022 ("Effective Date"), by and between **SIP / CREF 1420 Beverly, LLC**, a Delaware limited liability company ("Landlord") and **Medstar Medical Group II, LLC**, a Maryland limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Deed of Lease dated February 2, 2021 (the "Original Lease") for those premises located on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) floors (the "Original Premises") containing approximately 15,467 rentable square feet located in the building located at 1420 Beverly Road, McLean, Virginia 22101 ("Building") as more particularly described in the Original Lease; and

WHEREAS, Landlord and Tenant have agreed to permit Tenant to expand into additional portions of the Building consisting of [Sixteen Thousand Five Hundred Nine (16,509)] rentable square feet on the second (2<sup>nd</sup>) floor and [Seven Thousand Four Hundred Twenty-Four (7,424)] rentable square feet on the third (3<sup>rd</sup>) floor of the Building (collectively, the "Expansion Premises") as more particularly shown on Exhibit A attached hereto; and

WHEREAS, the parties desire to confirm in writing the terms and conditions of the expansion, all as more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing, and such other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties do hereby covenant and agree that the Lease is amended as follows:

1. **Expansion of Premises.** Commencing two (2) business days after the Effective Date (the "Expansion Premises Commencement Date" or "EPCD") the term "Premises" shall include both the Original Premises and the Expansion Premises. The parties agree that Landlord will deliver possession of the Expansion Premises to Tenant two (2) business days after the Effective Date ("Expansion Premises Delivery Date") in its "as-is" "where-is" condition, but with the HVAC, electrical and plumbing systems serving the Expansion Premises ("Expansion Premises Systems") in good working order. If during the performance of the Demolition and Restroom Work, Tenant identifies portions of the Expansion Premises Systems that are not in good working order, Tenant will so advise Landlord, who will promptly place such Expansion Premises Systems in good working order at Landlord's sole cost. The foregoing notwithstanding, three (3) existing tenants currently occupy a portion of the space that will be the Expansion Premises, such spaces depicted on Exhibit A as Space A, Space B, and Space C accordingly, Landlord's delivery of Space A, Space B and/or Space C may be delayed by up to ninety (90) calendar days from the Expansion Premises Delivery Date (the "Outside Delivery Date"), in the event Landlord fails to deliver Space A, Space B or Space C by the Outside Delivery Date, then Landlord shall (i) reimburse Tenant for any and all additional out-of-pocket costs incurred by Tenant including but not limited to the designing or constructing the Expansion Premises as a result of such delay, (ii) provide a day for day rent abatement for the entire Expansion Premises for each day of delay beyond the Outside Delivery Date (the "Delay Abatement") and (iii) provide Tenant the right, but not the obligation, to lease any available comparable

contiguous space. Additionally, in the event Landlord, using good faith efforts, is unable to deliver Space A, Space B and or Space C to Tenant within 60 days from the Outside Delivery Date, then Tenant shall have the right to terminate this First Amendment in which case this First Amendment shall become null and void (“Tenant Termination Right”). Tenant agrees that the Delay Abatement, Tenant’s out-of-pocket costs as described above and Tenant Termination Right are Tenant’s sole remedy for Landlord’s delay in delivering Space A, Space B or Space C as provided in this Section 1.

2. **Lease Term.** The parties hereby agree that, the provisions of the Original Lease to the contrary notwithstanding, the Lease Expiration Date shall be December 31, 2033.

3. **Rental.**

A. For all periods prior to the Expansion Premises Commencement Date, Tenant shall continue to pay Base Rent in accordance with the terms and provisions of the Original Lease.

B. Commencing on the Expansion Premises Commencement Date, Section 1.K of the Original Lease is hereby deleted and Landlord and Tenant agree that Tenant shall pay Base Rent for the Original Premise and Expansion Premises pursuant to the chart below:

<b>Time Period</b>	<b>Annual Base Rent</b>	<b>Monthly Base Rent</b>	<b>PSF</b>
EPCD-12/31/24	\$1,694,200.00	\$141,183.00	\$43.00
1/1/25-12/31/25	\$1,736,752.00	\$144,729.33	\$44.08
1/1/26-12/31/26	\$1,780,092.00	\$148,341.00	\$45.18
1/1/27-12/31/27	\$1,824,614.00	\$152,051.17	\$46.31
1/1/28-12/31/28	\$1,870,318.00	\$155,859.83	\$47.47
1/1/29-12/31/29	\$1,917,204.00	\$159,767.00	\$48.66
1/1/30-12/31/30	\$1,965,272.00	\$163,772.67	\$49.88
1/1/31-12/31/31	\$2,014,522.00	\$167,876.83	\$51.13
1/1/32-12/31/32	\$2,064,954.00	\$172,079.50	\$52.41
1/1/33-12/31/33	\$2,116,568.00	\$176,380.67	\$53.72

C. Notwithstanding the foregoing, provided no default beyond any applicable notice and cure period has occurred under the Lease and so long as Tenant has taken possession of the Expansion Premises, [Landlord agrees to abate Monthly Base Rent as follows: 100% abated for the first six (6) full calendar months of the Lease Term following the Expansion Premises Commencement Date, (ii) 60.7%

abated for the next following two (2) full calendar months, (iii) 54.2% abated for the next following nine (9) full calendar months, and 27.1% abated for the next six (6) full calendar months (the “Rent Abatement”)); it being agreed that all other costs and charges specified in the Lease shall remain due and payable pursuant to the provisions of this Lease during such Rent Abatement period.

4. **Additional Rent.**

A. For all periods prior to the Expansion Premises Commencement Date, Tenant shall continue to pay Tenant’s 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 Effective Date.

B. Notwithstanding the provisions of the Original Lease, for the period commencing on the Expansion Premises Commencement Date and continuing through the Lease Expiration Date:

Section N.1 and N.2 of the Original Lease are hereby replaced as follows:

N.1 Base Year for Operating Expenses: Calendar Year 2023

N.2 Base Year for Real Estate Taxes: Calendar Year 2023

N.3 Tenant's Pro Rata Share of Operating Expenses: 83.5%

N.4 Tenant's Pro Rata Share of Real Estate Taxes: 83.5%

C. Commencing on January 1, 2024, Tenant shall pay Tenant’s Pro-Rata Share of Operating Cost Pass-Throughs and Real Estate Tax Pass-Throughs. For the avoidance of doubt, Landlord shall waive Tenant’s obligation to pay to Landlord Tenant’s Pro-Rata Share of Operating Cost Pass-Throughs and Real Estate Tax Pass-Throughs for the Premises for Calendar Years 2022 and 2023, subject to the provisions of Section 3.06 of the Original Lease.

5. **Parking.** Section 26.21.1 of the Original Lease is hereby deleted in its entirety and replaced as follows: “During the Lease Term, Landlord agrees to make available to Tenant its employees, and visitors one hundred forty-five (145) parking spaces (each a “Parking Space” and collectively, the “Parking Spaces”) for the parking of standard-sized passenger automobiles in the parking garage (“Garage”) and surface parking lot (“Lot”) of the Building on a non-exclusive, unassigned, first-come, first-served basis, except that Tenant may designate up to thirty-five (35) of its 145 parking spaces as reserved and designated for the exclusive use of Tenant’s use on the upper deck of the Garage. The location of Tenant’s designated parking is outlined in Exhibit “ G” attached hereto and made a part hereof. The Garage shall remain open at all time during the Lease Term, subject to closing as reasonably necessary for required maintenance, repairs upon forty-eight (48) hours prior written notice or in the event of an emergency. There shall be no charge for such Parking Spaces used by Tenant’s employees during the Lease Term and any Extended Term(s).

6. **Expansion Premises Improvements.**

**A. Plans.**

1. Tenant shall, make all improvements to the Expansion Premises (“Expansion Premises Improvements”). Tenant shall enter into a direct contract for the Expansion Premises Improvements with a general contractor selected by Tenant and reasonably acceptable to Landlord. The Expansion Premises Improvements shall be constructed at Tenant’s sole cost and expense, subject to the application of the Expansion Premises Allowance and Additional Allowance (as each term is defined below) and in accordance with plans and specifications (the “Expansion Plans”) that shall be approved by Landlord in writing, such approval not to be unreasonably withheld, conditioned or delayed. Landlord will provide reasonably detailed reasons for any disapproved aspect of such Expansion Plans. Such Expansion Plans shall be subject to the same requirements as the Tenant Plans in Exhibit A-1 of the Original Lease.

2. Notwithstanding anything to the contrary set forth herein, or in the Lease, Tenant shall not without the prior written approval of the Landlord, not to be unreasonably withheld conditioned or delayed, perform any Expansion Premises Improvements that would: (1) require changes to structural components of the Building, or the exterior design of the Building; (2) require any material modification to the Building’s mechanical, electrical or plumbing systems or installations outside the Premises; (3) not comply with all applicable laws, rules, regulations and requirements of any governmental department having jurisdiction over the construction of the Building and/or the Premises, including specifically but without limitation the Americans with Disabilities Act; or (4) be incompatible with the building plans filed with the appropriate governmental agency from which a building permit is obtained for the construction of the Expansion Premises Improvements or with the occupancy of the Building as a professional office building.

3. A. Landlord agrees to provide to Tenant an allowance with respect to the Expansion Premises Improvements in an amount not to exceed \$1,863,400.00 (the “Expansion Premises Allowance”). Such Allowance shall be first applied to the cost of (i) construction oversight fee, to Landlord in the amount equal to one percent (1%) of the Expansion Premises Allowance and Additional Allowance, then to (ii) any costs attributed to county, jurisdictional or state related improvements required to be made to the Expansion Premises or Building which arise due to Expansion Plans, work contemplated, or caused by the filing for permit(s) on behalf of Tenant or related to the Expansion Premises, and then to (iii) actual construction costs (materials and labor) and design costs of Expansion Premises Improvements. Tenant may use up to ten percent (10%) of the Expansion Premises Allowance toward the costs of telephone and computer systems, cabling and wiring, and movable furniture and any other furniture, fixtures and equipment.

B. Landlord shall also provide Tenant with an additional allowance in an amount not to exceed \$143,598.00 (“Additional Allowance”) based upon Six Dollars (\$6.00) per square foot of the Expansion Premises for the actual construction costs (materials and labor) of the demolition work required to perform the Expansion Premises Improvements and the design and actual construction costs of additional restrooms within the Premises (“Demolition and Restroom Work”) in accordance with the Expansion Plans.

C. Payment of the Expansion Premises Allowance and Additional Allowance will be paid to Tenant, within thirty (30) days following the last to occur of Tenant’s moving in to the Expansion Premises and Landlord’s receipt of (i) Tenant’s sworn statements and applications for payment; (ii) sworn statements and recordable lien waivers from all of Tenant’s contractors; (iii) confirmation that the Expansion Premise Improvements and Demolition and Restroom Work have been completed in accordance with the Expansion Plans; and (iv) such other documents and instruments as Landlord may reasonably require, all in form and substance reasonably satisfactory to Landlord. Any improvement or work done or authorized by Tenant or performed to Tenant’s account, shall be promptly paid by Tenant. All work referenced in this Section 6.A.3.C shall be deemed to be Alterations for purposes of the Lease and all terms and conditions contained the Alterations section of the Lease shall also apply to this Section 6.A.3.C provided, however Tenant is not required to remove any portion of the Expansion Premises Improvements or Demolition and Restroom Work upon expiration or termination of the Lease.

D. Tenant's contractor for the performance of the Expansion Premises Improvements and Demolition and Restroom Work shall be bound by the provisions of Section B.2, 3, 4, 5, 6, 7, and 8 of Exhibit A-1 of the Original Lease.

E. Landlord upon execution of this First Amendment shall reimburse Tenant's architect for such architect's preparation of a preliminary test fit (the "Test Fit Allowance"); provided, however, that such Test Fit Allowance shall not exceed the sum of \$0.12 per rentable square foot of the Expansion Premises.

F. Upon Tenant's request to Landlord within the eighth (8<sup>th</sup>) Lease Year, time being of the essence, Landlord will provide another improvement allowance not to exceed the amount of \$154,670.00 ("Supplemental Allowance") based upon Ten Dollars (\$10.00) per square foot of the Original Premises. The Supplemental Allowance will be paid in accordance with the provision of Section 6.A.3.C above, except that Tenant will be required to be occupying the Premises.

**7. Evexia Space.** Tenant hereby consents to Landlord leasing that certain space located on the third (3<sup>rd</sup>) floor of the Building and containing approximately 2,625 square feet of space ("Evexia Space") and Tenant hereby waives any rights under Section 29 of the Original Lease for the term of the lease executed by Evexia and Landlord for the Evexia Space and any renewals of such lease. Notwithstanding the foregoing to the contrary, Evexia shall not be permitted to operate a Tier 1 Service or to assign or sublet its lease with Landlord to any Health System Competitors or third-parties for the operation of any Tier 1 Service listed on Exhibit E.

**8. Exhibit E.** Exhibit E to the Original Lease is hereby deleted in its entirety and replaced with the Exhibit E attached to this First Amendment.

**9. Right of First Refusal – Sale of the Building.** The following subsection D is hereby added to the Section 31 "Right of First Refusal – Sale of the Building" of the Original Lease.

"D. The foregoing notwithstanding, in the event Tenant rejects the Sale ROFR Offer, Landlord agrees that, nonetheless, during the Lease Term, Landlord agrees that it will not sell the Building to: (i) Healthcare Trust of America ("HTA"), (ii) or to any controlling entity of HTA, "controlling" meaning having the possession, directly or indirectly, of the power to direct or cause the direction of the management of HTA whether through the ownership of voting interests or otherwise, (iii) HTA's successor-in interest resulting from a merger, acquisition or consolidation of HTA, or Dr. Ambrish Gupta (d/b/a Jag Partners, LLC or any partnership other entity controlled by Dr. Ambrish Gupta.

**10. Tenant's Special Cancel Right.**

A. Section 30.A of the Original Lease is hereby deleted in its entirety and replaced as follows:

"Provided that Tenant is not in default beyond any applicable notice and cure period, at the time that Tenant provides the "Vacate Notice" (as hereinafter defined) and has not exercised its Ongoing Right of First Refusal, Tenant shall have the one-time right ("Tenant's Special Cancel Right"), in Tenant's sole discretion, to terminate this Lease effective on December 31, 2030 (the last day of the seventh (7<sup>th</sup>) year following the date which Tenant begins paying its full, unabated rent on the Premises, as expanded) (such last day being the "Vacate Date"). Tenant shall exercise Tenant's Special Cancel Right by giving Landlord written notice (the "Vacate Notice") of such election at least nine (9) months prior to the Vacate Date. Any such Vacate Notice shall be effective if and only if Tenant shall include with such Vacate Notice payment to Landlord of the "Lease Termination Fee" (as hereinafter defined). If Tenant exercises Tenant's Special Cancel Right, then Tenant agrees to and shall surrender to Landlord sole and exclusive possession of the entire Premises

by not later than the Vacate Date, in the physical condition required in this Lease for surrender of possession and free of occupants and subleases, broom clean and with all of Tenant's personal property removed therefrom, and in good condition, ordinary wear and tear and damage by fire or other casualty excepted (collectively, the "Vacate Condition"). Time is of the essence of all of Tenant's obligations under this Section."

B. The parties agree that a new Section D is added to Section 30 of the Original Lease as follows:

"D. The parties hereby agree that, the provisions of the Section 30 of the Original Lease to the contrary notwithstanding, the Tenant's Special Cancel Right may only be exercised by Tenant for up to fifty percent (50%) of the Premises currently leased by Tenant at the time of Tenant's election of the Tenant's Special Cancel Right. For clarification purposes, the Tenant's Special Cancel Right is a one-time partial Lease termination right that may be exercised by Tenant in accordance with the provisions of Section 30 of the Original Lease as modified by this Section 9 for up to a maximum of fifty percent (50%) of the Premises currently leased by Tenant at the time of Tenant's election of the Tenant's Special Cancel Right."

#### **11. Exterior Signage.**

A. Subsection 4.01 (v) of the Original Lease is hereby amended to add the following sentence at the end of the paragraph:

In addition to the foregoing signage above, Tenant may install, at Tenant's sole cost and expense, identifying signage containing Tenant's name and/or logo on the exterior of the Building in one (1) additional top of Building location to be mutually agreed upon by Landlord and Tenant and added as an Exhibit F-1 within sixty (60) days of the Effective Date.

B. Subsection 4.01(vi) of the Original Lease is hereby deleted in its entirety and replaced as follows:

"(vi) Landlord shall construct a monument sign identifying occupants of the Building shall hereafter be constructed by Landlord outside of the Building, and Tenant shall have the right to approve the [design, size location] of such monuments sign, such approval not to be unreasonably withheld conditioned or delayed and Tenant shall also have the right to install, and thereafter to maintain, an identification panel upon such monument sign."

C. Tenant shall also have an approval right over the [design, size, location] any additional exterior signage that Landlord shall desire to add to the Building, which approval shall not be unreasonably withheld conditioned or delayed. Any existing exterior Building signage shall be exempt from Tenant's approval right and Landlord shall also have the right to install exterior tenant identification signage at the street-level entrance for the existing (as of the Effective Date) vacant suite on the first (1<sup>st</sup>) floor of the Building pursuant to the execution of a lease or occupancy agreement for such space without obtaining Tenant's consent.

**12. Janitorial.** Subsection 4.01 (iv) of the Original Lease is hereby amended to add the following:

"Janitor services shall also include the restocking of soap dispensers and paper products at Landlord's sole cost and expense"

**13. Brokers.** Each of the parties hereto represents and warrants to the other that they were not represented by any broker, agent or finder with respect to the matters referred to in this First Amendment with the exception of Cushman & Wakefield, on behalf of Tenant, and Avison Young, on behalf of Landlord. Each of the parties does hereby agree to indemnify and hold the other harmless from and against any claim arising out of a breach by such party of the foregoing representation and warranty.

**14. Recitals, Tenant Certifications and Defined Terms.** The recitals set forth in the preamble are hereby incorporated in and made a part of this First Amendment. Capitalized terms used herein that are defined in the Original Lease and not defined herein shall have the meaning assigned to them in the Original Lease. Tenant hereby represents and warrants to Landlord that the Lease is valid, binding and enforceable in accordance with its terms.

**15. Binding Effect.** All of the covenants of the Original 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.

**16. Authority.** Each of the persons executing this First Amendment on behalf of Landlord and Tenant hereby respectively covenant and warrant that such person has full right and authority to enter into this First Amendment and that such person is authorized to do so.

**17. 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.

**18. Ratification.** The Lease shall be and remain in full force and effect.

**19. Counterparts.** This First Amendment may be executed in any number of counterparts, each shall be considered an original, and together they shall constitute one amendment. Facsimile signatures or electronically scanned and delivered signatures shall be considered original signatures for the purpose of execution and enforcement of the rights delineated in this First Amendment.

**[Signatures on Following Page]**


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first hereinabove written.


**WITNESS:**

**LANDLORD:**

**SIP / CREF 1420 Beverly LLC**

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

  
\_\_\_\_\_

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

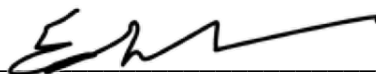
Name: Mike Simmons  
Title: Authorized Signer  
Date: 2/2/2022

**WITNESS:**

**TENANT:**

**MEDSTAR MEDICAL GROUP II, LLC,**  
a Maryland limited liability company

  
\_\_\_\_\_

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

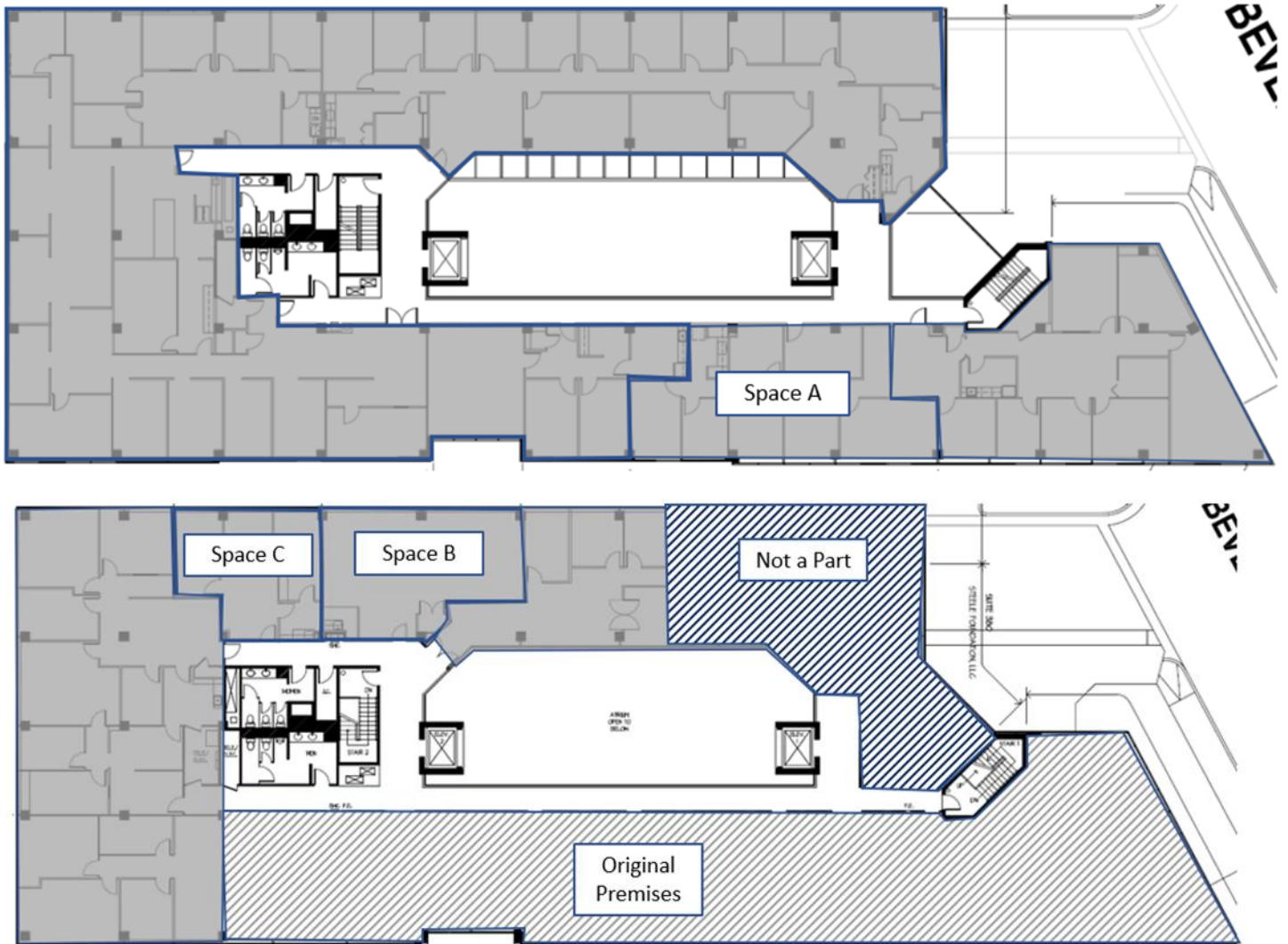
Name: Edward Y. Woo, M.D.

Title: President MMG

Date: 2/7/22



**EXHIBIT A**  
**EXPANSION PREMISES**



## **EXHIBIT E**

### **HEALTH SYSTEM COMPETITORS/ SERVICE LINES**

#### **Health System Competitors**

- Inova
- Johns Hopkins HealthCare
- Johns Hopkins Community Physicians
- Virginia Hospital Center
- Novant
- HCA Healthcare
- Sentara Healthcare
- George Washington University Hospital
- GW Medical Faculty Associates
- Kaiser Permanente
- Adventist HealthCare
- University of Maryland Medical System
- Children's National

#### **Tier 1 Service Lines**

- Primary Care
- Urgent Care
- Neurology
- Rehabilitation
- Orthopedics
- Ambulatory Surgery Center
- Cardiology
- Gastroenterology
- Hematology/Oncology

**EXHIBIT F-1**

**SIGNAGE**

## EXHIBIT G

### PARKING

