

## LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made effective as of the 4 day of October, 2023 (the "Effective Date"), by and between SIP/CREF 1420 BEVERLY, LLC, a Delaware limited liability company ("Landlord"), and NEUROSCIENCE CONSULTANTS, PLC, a Virginia professional liability company ("Assignor"), and RUBEN CINTRON, M.D. NEUROLOGY, PLLC, a Virginia professional limited liability company ("Assignee").

### WITNESSETH:

WHEREAS, General Assets, Inc., a Delaware corporation ("Original Landlord") and Assignor entered into that certain Commercial Deed of Lease dated as of May 14, 2018 (the "Original Lease"), as amended by that First Amendment to Commercial Deed of Lease dated as of November 7, 2022 (the "First Amendment"), and that Second Amendment to Commercial Deed of Lease dated as of March 20, 2023 (the "Second Amendment") and together with the Original Lease and the First Amendment hereinafter collectively, the "Lease"), pursuant to which Assignor leases from Landlord approximately 889 rentable square feet of office space designated as Suite 120 on the first (1<sup>st</sup>) floor (the "Premises") of that certain building having an address of 1420 Beverly Road, McLean, Virginia 22101, as more particularly set forth in the Lease;

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

WHEREAS, the Lease Term expires on December 31, 2026;

WHEREAS, Assignor now desires, with the consent of Landlord, to assign to Assignee all of Assignor's estate, right, title and interest in and to the Lease; and

WHEREAS, Landlord is willing to consent to such assignment of the Lease subject to the following express conditions.

NOW THEREFORE, in consideration of the foregoing and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. Recitals; Capitalized Terms. Each of the foregoing recitals and representations form a material part of this Agreement and are incorporated herein by this reference. Capitalized and defined terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Lease unless the context clearly requires otherwise.

2. Assignment by Assignor. Effective as of the Effective Date (the "Assignment Date"), Assignor hereby assigns, transfers, sets over and conveys to Assignee all of its estate, right, title and interest in and to the Lease, including specifically, and subject to, all of the obligations and burdens of Assignor thereunder and all of the benefits and rights relating thereto.

3. Assumption by Assignee. Effective as of the Assignment Date, Assignee hereby accepts the assignment set forth in Section 2 above and assumes all of Assignor's estates, rights, titles and interests under the Lease, and agrees to be bound by the provisions of the Lease and expressly undertakes and assumes, as a direct obligation to Landlord, all of the obligations, terms, covenants and conditions of the Lease as the "Tenant" thereunder.

4. Assignor's Continuing Liability. Assignor hereby expressly covenants and agrees that, notwithstanding this Agreement and the assignment consented to herein, it shall continue at all times to be and remain liable to Landlord under the Lease for the timely payment of all Rent due under the Lease and for the performance of all covenants and conditions of the Lease to be performed by "Tenant" thereunder. Assignor hereby covenants and agrees that its obligations hereunder and under the Lease shall remain in full force and effect without regard to, and the obligations of Assignor shall not be affected or impaired by, any bankruptcy, insolvency, reorganization or similar proceeding involving or affecting Assignee. Assignor hereby agrees that it may be joined in any action or proceeding commenced by Landlord against Assignee in connection with or based upon the Lease, this Agreement or any provision thereof, and that recovery may be had against Assignor in any such action or proceeding without any requirement that Landlord first assert, prosecute or exhaust any remedy or claim against Assignee. The obligations of Assignor hereunder and under the Lease shall continue in full force and effect and shall extend to any amendments or modifications of the Lease (including, specifically, those made hereby) and to any successor or assignee of "Tenant's" interest in and to the Lease, whether or not Assignor shall have had notice thereof.

5. Assignor's Waiver. In consideration of Landlord granting its consent to this assignment of the Lease, Assignor does hereby waive, release, relieve and forever discharge Landlord from any and all causes of action, liabilities, claims or other demands of any kind or character which it may have against Landlord with respect to the Lease, or arising therefrom through the date of this Agreement.

6. Landlord's Consent. Landlord hereby consents to the present assignment of the Lease upon the terms and conditions herein set forth. Such consent is expressly limited to this particular assignment and is not a consent to any other or further assignment of "Tenant's" interest in and to the Lease.

7. Security Deposit. Effective as of the Assignment Date, Assignor assigns unto Assignee all of its right, title and interest in and to the security deposit in the amount of Four Thousand and 00/100 Dollars (\$4,000.00) (the "Security Deposit"), which is currently being held by Landlord pursuant to Article V of the Original Lease. Assignee agrees that said Security Deposit shall continue to be held by Landlord pursuant to the terms set forth in Article V of the Original Lease.

8. Tenant Notice Address. From and after the Assignment Date, Tenant's address for notices and billing will continue to be the address set forth in item 2(a)(ii) of the "General Information" section of the Original Lease.

9. Landlord's Fees. Concurrent with the execution and delivery of this Agreement to Landlord, Assignee shall pay to Landlord the sum of Two Thousand Seven Hundred and Fifty and

00/100 Dollars (\$ 2,750.00), as payment for Landlord's legal fees and costs incurred in connection with this Agreement pursuant to Article VII of the Original Lease.

10. Binding Effect. All of the covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

11. Confirmation of Terms. All of the terms, covenants and conditions of the Lease, except as are herein specifically modified and amended, shall remain in full force and effect, and are hereby adopted and reaffirmed by the parties hereto.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute 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 hereto further acknowledge and agree that notwithstanding any law or presumption to the contrary, it is the express intention of the parties that an electronic or telefaxed signature of either party or of any witness on this Assignment shall be deemed valid and binding as if the same were an original ink signature of such party or witness on this Assignment and shall be admissible in any proceeding by either party against the other as if the same were an original ink signature on this Assignment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and date set forth above.

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)  
John Stewart, Manager

ASSIGNOR:

NEUROSCIENCE CONSULTANTS, PLC  
a Virginia professional liability company

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

Name: member

Title: Ruben Cintron MD

ASSIGNEE:

RUBEN CINTRON, M.D. NEUROLOGY, PLLC,  
a Virginia professional limited liability company

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

Name: Ruben Cintron MD

Title: owner