

## **SECOND AMENDMENT TO COMMERCIAL DEED OF LEASE**

**THIS SECOND AMENDMENT TO COMMERCIAL DEED OF LEASE** (this "Amendment") is made as of the 20<sup>th</sup> day of MARCH, 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 ("**Tenant**").

### **WITNESSETH:**

**WHEREAS**, Landlord and Tenant are parties to that certain Commercial Deed of Lease dated as of May 14, 2018 (the "**Original Lease**"), as amended by that certain First Amendment to Commercial Deed of Lease dated November 7, 2022 (the "**First Amendment**"; together with the Original Lease, collectively, the "**Existing Lease**"), pursuant to which Tenant 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 (the "**Building**"), as more particularly set forth in the Existing Lease;

**WHEREAS**, the Lease Term expires on December 31, 2023;

**WHEREAS**, Landlord and Tenant have agreed to extend the Lease Term for an additional period of three (3) years; and

**WHEREAS**, the parties desire to confirm in writing the terms and conditions of the extension of the Lease Term and make certain other modifications to the Existing Lease, as more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, intending to be legally bound, the parties do hereby amend the Existing Lease as follows:

1. **Recitals; Capitalized Terms.** The foregoing recitals are incorporated herein by this reference. Capitalized and defined terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Existing Lease unless the context clearly requires otherwise. As used herein and in the Existing Lease, the term "Lease" shall mean the Existing Lease, as amended by this Amendment.

2. **Extension of Lease Term.** The Lease Term is hereby extended for an additional period of three (3) years (the "**Extended Term**"), commencing on January 1, 2024 (the "**Extended Term Commencement Date**") and expiring at 11:59 p.m. on December 31, 2026 (the "**Extended Term Expiration Date**"). Sections 2.3 and 2.4 of the Original Lease are hereby deleted in their entireties, and Tenant shall have no further right or option to extend the Term beyond the Extended Term Expiration Date. All references in the Lease, as amended by this Amendment, to the "Lease Term," "Term" or "term" shall include the original Lease Term through the Extended Term.

3. **Base Rent.**

A. For all periods prior to the Extended Term Commencement Date, Tenant shall continue to pay Landlord monthly base rent in accordance with Section 2 of the First Amendment and all other

applicable terms and provisions of the Existing Lease in effect immediately preceding the date of this Amendment.

B. Commencing on the Extended Term Commencement Date and continuing for the remainder of the Extended Term, Tenant covenants and agrees to pay to Landlord monthly base rent for the Premises, in advance, without setoff, deduction or demand, on the first (1st) day of each calendar month and in accordance with all other applicable terms and provisions of the Existing Lease in effect immediately preceding the date of this Amendment, in the following applicable amounts:

Period	Annual Rate Per Rentable Square Foot	Annual Base Rent	Monthly Base Rent
01/01/2024 – 12/31/2024	\$36.42	\$32,377.38	\$2,698.12
01/01/2025 – 12/31/2025	\$37.33	\$33,186.37	\$2,765.53
01/01/2026 – 12/31/2026	\$38.26	\$34,013.14	\$2,834.43

4. **Additional Rent.** At all times, Tenant shall continue to pay all additional rent and other amounts due under the Lease, including, without limitation, Tenant's pro rata share of the amount of Basic Costs in excess of the Initial Basic Costs for the Premises in accordance with the terms of the Lease.

5. **Condition of Premises.** Tenant acknowledges that Tenant has been in occupancy of the Premises prior to the Effective Date and accepts the Premises for the Extended Term in their "as-is" condition as of the Extended Term Commencement Date, without representation or warranty by Landlord, and without any obligation of Landlord to make any improvements or alterations or perform any other work in the Premises or provide any improvement or other allowance to Tenant.

6. **Brokerage.** Tenant represents that other than Summit Commercial Real Estate, representing Tenant who shall be paid pursuant to separate agreement, it has dealt with no broker or agent in connection with this Amendment other than Stream Realty, as Landlord's agent. Tenant shall hold Landlord harmless from and against any and all liability, loss, damage, expense, claim, action, demand, suit or obligation, including reasonable attorneys' fees and court costs, arising out of or relating to a breach by Tenant of such representation.

7. **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. Submission of this Amendment by Landlord for execution by Tenant shall not constitute an offer from Landlord. Consequently, neither party hereto shall be bound under this Amendment unless and until both parties have executed this Amendment.

8. **Tenant Certifications.** Tenant hereby certifies to Landlord that (a) the Lease, as amended hereby, is in full force and effect, (b) to Tenant's knowledge, Landlord is not in default or breach of any of Landlord's obligations under the Existing Lease, and (c) Tenant is unaware of any condition or circumstance which, but for the passage of time or delivery of notice, would constitute a default under the Lease, as amended hereby. Tenant further certifies that it has no claims, defenses or set-offs of any kind to the payment of rent or the performance of Tenant's obligations under the Lease, as amended hereby.

9. **Ratification; Conflict.** 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 Existing Lease not herein expressly modified, are hereby confirmed and ratified and remain in full force

and effect. In the event of any conflict between the Existing Lease and this Amendment, the terms of this Amendment shall control.

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

11. **Due Authority.** Landlord and Tenant represent and warrant to each other that the person signing this Amendment on its behalf has the requisite authority and power to execute this Amendment and to thereby bind the party on whose behalf it is being signed.

12. **Counterparts; Electronic Signatures.** This Amendment may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Amendment. The parties hereto consent and agree that this 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 Amendment using electronic signature technology, by clicking "SIGN", such party is signing this Amendment electronically, and (2) the electronic signatures appearing on this Amendment shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

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**IN WITNESS WHEREOF**, Landlord and Tenant have each signed and sealed this Amendment effective as of the date first above written.

WITNESS/ATTEST:

**LANDLORD:**

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

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

  
\_\_\_\_\_

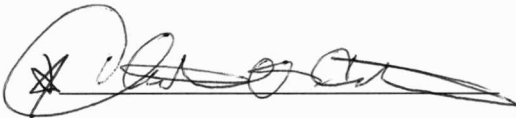
By:  \_\_\_\_\_ (SEAL)

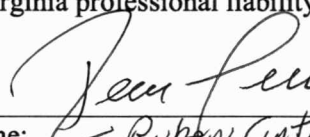
Name: John Stewart

Title: Manager

**TENANT:**

**NEUROSCIENCE CONSULTANTS, PLC,**  
a Virginia professional liability company

  
\_\_\_\_\_

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

Name: Ruben Contreras MD

Title: partner