

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

**THIS SECOND AMENDMENT TO DEED OF LEASE** (this “Second Amendment”) dated as of the 3rd day of January, 2024 (“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 “Initial Lease”), as amended by that certain First Amendment to Deed of Lease dated February 22, 2022 (the “First Amendment”, and together with the Initial Lease, collectively, the “Original Lease”) for those premises located on the first (1<sup>st</sup>), second (2<sup>nd</sup>) and third (3<sup>rd</sup>) floors (the “Premises”) located at 1420 Beverly Road, McLean, Virginia 22101 (“Building”) as more particularly described in the Original Lease; and

WHEREAS, following the execution of the First Amendment, the Premises has been remeasured and Landlord and Tenant agree that according such remeasurement, the Premises contains 39,977 rentable square feet of the space; and

WHEREAS, Landlord and Tenant have agreed enter into this Second Amendment to confirm in writing the correct size the Premises, 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. **Premises.** Landlord and Tenant hereby agree that the Premises contains 8,563 square feet on the first (1<sup>st</sup>) floor, 16,688 square feet on the second (2<sup>nd</sup>) floor, and 14,726 square feet on the third (3<sup>rd</sup>) floor for a total of 39,977 rentable square feet of space.

2. **Base Rent.** The rent chart set forth in Section 3.B. of the First Amendment and is hereby replaced with the following:

<b>Time Period</b>	<b>Annual Base Rent</b>	<b>Monthly Base Rent</b>	<b>PSF</b>
EPCD-12/31/24	\$1,719,011.00	\$143,250.92	\$43.00
1/1/25-12/31/25	\$1,762,186.16	\$146,848.85	\$44.08
1/1/26-12/31/26	\$1,806,160.86	\$150,513.41	\$45.18
1/1/27-12/31/27	\$1,851,334.87	\$154,277.91	\$46.31
1/1/28-12/31/28	\$1,897,708.19	\$158,142.35	\$47.47

1/1/29-12/31/29	\$1,945,280.82	\$162,106.74	\$48.66
1/1/30-12/31/30	\$1,994,052.76	\$166,171.06	\$49.88
1/1/31-12/31/31	\$2,044,024.01	\$170,335.33	\$51.13
1/1/32-12/31/32	\$2,095,194.57	\$174,599.55	\$52.41
1/1/33-12/31/33	\$2,147,564.44	\$178,963.70	\$53.72

3. **Additional Rent.** 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.3 and N.4 of the Initial Lease are hereby replaced as follows:

N.3 Tenant's Pro Rata Share of Operating Expenses: 84.72%

N.4 Tenant's Pro Rata Share of Real Estate Taxes: 84.72%

4. **Expansion Premises Improvements.** The Expansion Premises Allowance set forth in Section 6.A.3. of the First Amendment is hereby revised to \$1,907,280.00. The Additional Allowance set forth in Section 6.B. of the First Amendment is hereby revised to \$147,054.00. The Supplemental Allowance set forth in Section 6.F. of the First Amendment is hereby revised to \$154,680.00.

5. **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 Second Amendment. 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.

6. **Recitals, Tenant Certifications and Defined Terms.** The recitals set forth in the preamble are hereby incorporated in and made a part of this Second 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.

7. **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.

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

9. **Entire Agreement.** Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Second Amendment, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Second Amendment.

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

11. **Counterparts.** This Second 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 Second 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

Charlie Richards

By: John Stewart  
(SEAL)  
Name: John Stewart  
Title: Manager  
Date: January 3, 2024

**WITNESS:**

**TENANT:**

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

Beverly J. Warburger

By: EW (SEAL)

Name: Edward Woo, MD

Title: President MedStar Medical Group

Date: 1/2/24