

DEED OF LEASE

by and between

SIP / CREF 6849 OLD DOMINION, LLC
a Delaware limited liability company

and

JOHNS HOPKINS COMMUNITY PHYSICIANS, INC.,
a Maryland not-for-profit corporation

Dated March 30, 2021

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EXHIBIT A DESCRIPTION OF PREMISES

EXHIBIT A-1 WORK AGREEMENT

EXHIBIT B CONSTRUCTION RULES AND REGULATIONS

EXHIBIT C BUILDING RULES AND REGULATIONS

EXHIBIT D COMMENCEMENT DATE CERTIFICATE

EXHIBIT E EXTERIOR SIGNAGE

EXHIBIT F INTENTIONALLY DELETED

EXHIBIT G JANITORIAL SPECIFICATIONS

EXHIBIT H OPERATING EXPENSE EXCLUSIONS

EXHIBIT I SNDA

AGREEMENT OF LEASE

THIS DEED OF LEASE, (the "Lease") made this 30th day of March, 2021 ("Effective Date"), by and between **SIP / CREF 6849 OLD DOMINION, LLC** a Delaware limited liability company, hereinafter referred to as "Landlord", and, **JOHNS HOPKINS COMMUNITY PHYSICIANS, INC.**, a Maryland not-for-profit corporation, hereinafter referred to as "Tenant".

WITNESSETH:

Fundamental Lease Provisions

The provisions set forth below represent the agreement of the parties hereto as to certain fundamental lease provisions ("Fundamental Lease Provisions"). The monetary charges payable by Tenant set forth in the Fundamental Lease Provisions shall not be construed to constitute an exhaustive list of all amounts which may become payable under this Lease. The capitalized terms defined below shall have such meanings throughout the Lease.

<u>TERMS</u>	<u>DESCRIPTION/DEFINITION</u>
A. Landlord:	SIP/CREF 6849 OLD DOMINION LLC, a Delaware limited liability company
B. Tenant:	JOHNS HOPKINS COMMUNITY PHYSICIANS, INC., a Maryland not-for-profit corporation
C. Address for Notices to Landlord:	SIP/CREF 6849 OLD DOMINION LLC c/o SIP Manager, LLC 7201 Wisconsin Avenue, Suite 505 Bethesda, Maryland 20814
D. Agent & Agent's Contact Information:	Stream Realty 381 Elden Street, Suite 1323. Herndon, VA 20170
E. Address for Payment of Rent:	Stream Realty 381 Elden Street, Suite 1323 Herndon, VA 20170 (make all Rent checks payable to SIP / CREF 6849 OLD DOMINION LLC and mail to the address in Section E herein)
F. Not Used.	
G. Address for Notices to Tenant:	JOHNS HOPKINS COMMUNITY PHYSICIANS, INC. Attn: Chief Operation Officer Johns Hopkins at Mt. Washington 6225 Smith Avenue, Suite B-300 Baltimore MD 21209
With copy to:	Johns Hopkins Facilities and Real Estate Attn: Real Estate Department

Tenant: **JOHNS HOPKINS COMMUNITY PHYSICIANS, INC.**
6489 Old Dominion Drive - Lease Agreement

3910 Keswick Road, Suite N3100
Baltimore, MD 21211

And to:

The Johns Hopkins Health System Corporation
Attn: General Counsel (Real Estate)
1812 Ashland Avenue, Suite 300.
Baltimore, MD 21205

H. Building:

The building located at 6849 OLD DOMINION DRIVE, McLean, VA 22101 consisting of 67,350 rentable square feet as determined in accordance with the BOMA Standard (the "Rentable Area").

I. Premises:

Suite # 300 containing approximately eight thousand six hundred (8,600) rentable square feet of space located on the third (3rd) floor of the Building, as set forth in Exhibit A attached hereto. For purposes of this Lease, the rentable square feet contained within the Premises shall be calculated pursuant to the Building Owners and Managers Association standard method of measurement and mutually agreed upon by Landlord and Tenant (ANSI/BOMA Z65.1 – 2017) (the "BOMA Standard") as described in Section 1.02 below.

J. Term:

J.1 Lease Term:

Commencing upon the Lease Commencement Date and continuing for approximately 126 full calendar months following the Rent Commencement Date through the Lease Expiration Date.

J.2 Lease Commencement Date:

The date that Landlord delivers possession of the entirety of the Premises to Tenant with the Landlord Work substantially complete (as defined in Exhibit A-1) and free of any occupancy, which date shall be no later than August 1, 2021.

J.3 Rent Commencement Date:

The earlier to occur of (a) the date upon which Tenant first commences the conduct of business for the Permitted Use in the Premises, or (b) one hundred fifty (150) days after the Lease Commencement Date (the "Numerical Outside Date"); provided that in any event the Lease Commencement Date has occurred; and provided further that the Numerical Outside Date shall be extended day of day in the event of COVID Force Majeure (defined below)

J.4 Lease Expiration Date:

The last day of the one hundred twenty-sixth (126th) full calendar month after the Rent Commencement Date.

J.5 Anticipated Delivery Date:

August 1, 2021

J.6 Options to Renew:

Two (2) periods of five (5) years, as more fully set forth in Section 28 hereof.

<u>K. Base Rent</u>	<u>LY</u>	<u>PSF</u>	<u>Base Annual Rent</u>	<u>Base Monthly Rent PSF</u>
	1	\$42.00	\$361,200.00	\$30,100.00
	2	\$43.05	\$370,230.00	\$30,852.50
	3	\$44.13	\$379,485.75	\$31,623.81
	4	\$45.23	\$388,972.89	\$32,414.41
	5	\$46.36	\$398,697.22	\$33,224.77
	6	\$47.52	\$408,664.65	\$34,055.39
	7	\$48.71	\$418,881.26	\$34,906.77
	8	\$49.92	\$429,353.29	\$35,779.44
	9	\$51.17	\$440,087.13	\$36,673.93
	10	\$52.45	\$451,089.30	\$37,590.78
	11	\$53.76	\$462,366.54**	\$38,530.54

* No Base Rent shall be payable by Tenant prior to the Rent Commencement Date. Notwithstanding the foregoing, Landlord shall abate one hundred percent (100%) of the monthly Base Rent installment for the first six (6) full calendar months (the "Abatement Period") following the Rent Commencement Date, with Tenant remaining liable for Base Rent for any partial month between the Rent Commencement Date and the next succeeding full calendar month in the event the Rent Commencement Date is not the first (1st) day of a calendar month.

** partial year only

L. Permitted Use:

For general and specialty medical office use ("Medical Office Use") and any other lawful use permitted under the zoning classification for the Building as of the Effective Date; provided that any such use, other than Medical Office Use, shall not (i) violate the terms or exclusive rights of any other tenant or occupant of the Building, or (ii) be for a use prohibited by any matter of record in effect as of the date Tenant uses the Premises for any use permitted hereunder other than Medical Office Use.

M. Security Deposit: None

N. Additional Rent:

N.1 Base Year for Operating Expenses: Calendar Year 2022.

N.2 Base Year for Real Estate Taxes: Calendar Year 2022

N.3 Tenant's Pro Rata Share of Operating Expenses: 12.77%

N.4 Tenant's Pro Rata Share of Real Estate Taxes: 12.77%

Tenant: JOHNS HOPKINS COMMUNITY PHYSICIANS, INC.
6489 Old Dominion Drive - Lease Agreement

- O. Allowance/Buildout: See Exhibit A-I
- P. Guarantor: None.
- Q. Signage Fees: Per the Landlord Services section of the Lease, the following fees are payable to Landlord: None
- R. Brokers:
- R.1 Tenant: Jones Lang LaSalle
- R.2 Landlord: Avison Young
- S. Parking: Parking Ratio = 3.2/1,000 rentable square feet of Premises. More specifically described in Section 26.
- T. Test Fit Allowance: In addition to the Allowance referenced in Exhibit A-I Landlord upon execution of this Lease 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 Premises.

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Section 1. Leased Premises.

1.01 In consideration of the Rent hereinafter reserved and of the covenants hereinafter contained, Landlord does hereby lease to Tenant, and Tenant hereby leases from Landlord, the Premises (shown on Exhibit A attached hereto) reserving, however, to Landlord space for and use of all necessary pipes, ducts, conduits, cables, plumbing, vents and wires leading to and from the portions of the Building not hereby leased and to and through the Premises which will not unreasonably interfere with Tenant's use of the Premises. Landlord expressly reserves the right to change the name of the Building without notice to Tenant. The Building and the real property on which it is situated and any other improvements thereon are sometimes hereinafter collectively referred to as the "Property."

1.02 The amount of rentable square feet and usable square feet in the Premises and the Building shall be measured in accordance with the BOMA Standard by Landlord. Landlord shall advise Tenant of Landlord's measurements prior to the Lease Commencement Date. Tenant shall have the option to have the Premises and the Building measured by an architect selected by Tenant by notifying Landlord of Tenant's desire to remeasure the Premises and Building in accordance with the BOMA Standard within sixty (60) days of the Lease Commencement Date ("Tenant's Remeasurement") and completing and delivering such measurement to Landlord in writing within ninety (90) days after the Lease Commencement Date, time being of the essence. In the event of a discrepancy between the measurements made by Tenant's architect pursuant to this Section and the measurements made by Landlord's architect pursuant to this Section are in excess of ten percent (10%), the architects shall select a third licensed architect to review and confirm the measurements within thirty (30) days of Tenant delivering the Tenant's Remeasurement to Landlord, and the decision of the third architect shall be conclusive. Tenant shall pay the cost of Tenant's architect and Landlord shall pay the cost of Landlord's architect. Both parties shall bear equally the cost of a third architect if the selection of a third architect is necessary. If the determination by the third architect provides that the measurements of the Premises or Building differ from the measurements for the Premises or Building as provided in Fundamental Lease Provisions H and I above then the parties will execute an Amendment to this Lease reflecting the third architect's determination and revising the size of the Premises or Building, as applicable, as well as the Tenant's Pro-Rata.

Section 2. Term; Possession.

2.01 The term of this Lease shall commence on the Lease Commencement Date, and shall terminate at 12:00 o'clock, midnight, on the Lease Expiration Date. The term "Lease Year" shall refer to each consecutive twelve (12) month period elapsing from and after Rent Commencement Date, provided however, if the Rent Commencement Date is other than the first day of a calendar month, the term "Lease Year" shall refer to each consecutive twelve (12) month period elapsing from and after the first day of the first calendar month following the Rent Commencement Date; provided that in any event, the first Lease Year shall commence on the Lease Commencement Date and end twelve (12) full calendar months after the Rent Commencement Date.

2.02 If delivery of possession of the Premises shall be delayed beyond August 1, 2021, Landlord shall not be liable to Tenant for any damages resulting from such delay and, accordingly, the postponement of Tenant's obligation to pay Rent, shall be Tenant's sole remedy and shall constitute full settlement of all claims that Tenant might otherwise have against Landlord by reason of the Premises not being ready for occupancy by Tenant on the targeted commencement date. Notwithstanding anything to the contrary contained in the Lease, Landlord shall not be obligated to tender possession of any portion of the Premises or other space leased by Tenant from time to time hereunder that, on the date possession is to be delivered, is occupied by a tenant or other occupant or that is subject to the rights of any other tenant or occupant, nor shall Landlord have any other obligations to Tenant under this Lease with respect to such space until the date Landlord: (1) recaptures such space from such existing tenant or occupant; and (2) regains the legal right to possession thereof. This Lease shall not be affected by any such failure to deliver possession and Tenant shall have no claim for damages against Landlord as a result thereof, all of which are hereby waived and released by Tenant. Notwithstanding the foregoing, if the Lease Commencement

Date has not occurred by August 1, 2021 then Tenant, upon thirty days' notice to Landlord and provided Landlord does not deliver the Premises to Tenant within such sixty (60) day period in the condition required hereunder, shall have the right to terminate the Lease. In such event, Landlord shall reimburse Tenant for all reasonable costs and expenses actually incurred by Tenant in connection with the negotiation of this Lease and in planning performance of Tenant's Work including by way of example and not limitation, architectural and permitting fees. If applicable, Tenant will execute the Commencement Date Certificate attached to this Lease as Exhibit D within five (5) business days of Landlord's request therefor.

Section 3. Rent.

3.01 Base Rent. Tenant hereby covenants and agrees to pay a basic annual rent ("Base Rent") set forth in the Fundamental Lease Provisions, payable on demand without deduction, demand or counterclaim in equal monthly installments, in advance, on the first day of each month during the term. The foregoing notwithstanding, Base Monthly Rent for the first month of the Lease Term shall be due and payable on the Effective Date.

3.02 Late Fees and Interest. Commencing with the second payment of Rent (as hereinafter defined) which is not paid within five (5) business days after the due date in any rolling twelve month period, any installments of Rent which are not paid within five (5) business days after the due date shall be subject each month to a late charge equal to ten percent (10%) of the amount due, which shall be payable as Additional Rent.

3.03 Rent; Manner of Payment. The term "Rent" as used herein, includes, without limitation, (a) Base Rent (b) Operating Cost Pass-Throughs, (c) Real Estate Tax Pass-Throughs, and (d) all other amounts payable by Tenant to Landlord (whether or not the same are specifically referred to herein as Additional Rent). Items (b), (c) and (d) above may sometimes herein be referred to as "Additional Rent". If the term of this Lease begins on a day other than the first day of a month, Base Rent from such date until the first day of the next succeeding month shall be prorated on the basis of the actual number of days in each such month and shall be payable in advance. All payments of Rent shall be made without demand, deduction, or counterclaim in cash or by check, auto deposit, or wire transfer payable to Landlord c/o Agent, and delivered to the Rent Payment Address set forth in the Fundamental Lease Provisions above or to such other person and place as may be designated from time to time by written notice from Landlord to Tenant. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. The acceptance by Landlord of any Rent on a date after the due date of such payment shall not be construed to be a waiver of Landlord's right to declare a default for any other late payment. Tenant's covenant to pay Rent shall be independent of every other covenant set forth in this Lease. Tenant's obligation to pay Rent accruing during the Lease Term shall survive the expiration of this Lease.

3.04 Intentionally Deleted.

3.05 Intentionally Deleted.

3.06 Additional Rent for Operating Expenses and Real Estate Taxes.

3.06.1 If, in any calendar year during the Lease Term after the Base Year for Operating Expenses (as defined in the Fundamental Lease Provisions), the amount of Operating Expenses exceeds the amount of Operating Expenses for the Base Year, then Tenant shall pay, as Additional Rent to Landlord, an amount ("Operating Cost Pass-Throughs") which is the product of (A) the amount of such increase in Operating Expenses, multiplied by (B) Tenant's Pro Rata Share of Operating Expenses set forth in the Fundamental Lease Provisions. Notwithstanding anything to the contrary, Tenant's Controllable Operating Cost Pass-Throughs (as

defined below) shall not increase by more than five percent (5%) per annum. By way of example, if the actual Tenant's Controllable Operating Cost Pass-Throughs for the 2021 Base Year were \$5,000.00, then Tenant's Controllable Operating Cost Pass-Throughs for the 2022 calendar year would be capped at \$5,250.00 (i.e., \$5,000 x 1.05). For purposes hereof, "Controllable Operating Cost Pass Throughs" shall refer to those Operating Costs Pass-Throughs that are capable of being controlled by Landlord and shall expressly exclude the following: (i) insurance premiums; (ii) utility expenses; (iii) snow removal and other weather related costs; (iv) costs incurred at the written request of Tenant, including without limitation cleaning or char costs incurred with a cleaning contractor designated by Tenant; (v) expenses related to acts of God or other matters beyond Landlord's control; (vi) management fees computed on the basis of rent or revenue receipts.

3.06.2 If, in any calendar year during the Lease Term after the Base Year for Real Estate Taxes, the amount of Real Estate Taxes exceeds the amount of Real Estate Taxes in the Base Year for Real Estate Taxes, then Tenant shall pay, as Additional Rent to Landlord, an amount which is the product of (1) the amount ("Real Estate Tax Pass-Throughs") of such increase in Real Estate Taxes, multiplied by (2) Tenant's Pro Rata Share of Real Estate Taxes set forth in the Fundamental Lease Provisions. The amount determined by the aforesaid calculation shall be "Tenant's Real Estate Tax Pass-Throughs".

3.06.3 Not used.

3.06.4 "**Operating Expenses**" shall mean any and all expenses, costs and disbursements (but not specific costs billed to and paid by specific tenants) of every kind and nature incurred by Landlord in connection with the ownership, management, operation, maintenance, servicing and repair of the buildings and appurtenances thereto comprising the Building, including without limitation the parking areas and the common areas thereof, and the land underlying the buildings (the "Land"), including but not limited to employees' wages, salaries, welfare and pension benefits and other fringe benefits; payroll taxes; the costs, including reasonable attorneys' fees, of appealing assessments of Real Estate Taxes; telephone service; painting of common areas of the Building; exterminating service; detection and security services; concierge services; sewer rents and charges; premiums for fire and casualty, liability, rent, workmen's compensation, sprinkler, water damage and other insurance; repairs and maintenance; building supplies; uniforms and dry cleaning; snow removal; the cost of obtaining and providing electricity, water and other public utilities to all areas of the Building; trash removal; janitorial and cleaning supplies; and janitorial and cleaning services; window cleaning; service contracts for the maintenance of elevators, boilers, HVAC and other mechanical, plumbing and electrical equipment; fees for all licenses and permits required for the ownership and operation of the Land and the Building; business license fees and taxes, including those based on Landlord's rental income from the Building; sales and use taxes payable in connection with tangible personal property and services purchased for the management, operation, maintenance, repair, cleaning, safety and administration of the Land and the Building; legal fees; accounting fees relating to the determination of Operating Expenses and the tenants' share thereof and the preparation of statements required by tenant's leases; asset management fees; management fees, whether or not paid to any person having an interest in or under common ownership with Landlord; purchase and installation of indoor plants in the common areas; and landscaping maintenance and the purchase and replacement of landscaping services, plants and shrubbery. If Landlord makes an expenditure for a capital improvement to the Land or the Building by installing energy conservation or labor-saving devices to reduce Operating Expenses, or to comply with any law, ordinance or regulation pertaining to the Land or the Building, and if, under generally accepted accounting principles, such expenditure is not a current expense, then the cost thereof shall be amortized over a period equal to the useful life of such improvement, determined in accordance with generally accepted accounting principles, and the amortized costs allocated to each calendar year during the Lease Term, together with an imputed interest amount calculated on the unamortized portion thereof using an interest rate of twelve percent (12%) per annum, shall be treated as an Operating Expense. Notwithstanding the items included within the definition of Operating Expenses above, Operating Expenses shall not include those items set out in Exhibit H.

3.06.5 "**Real Estate Taxes**" shall mean all taxes, assessments and governmental charges (including without limitation all real estate taxes, gross revenue and receipts taxes and any other licensing charges

in the nature of a tax on the operation of the Building, whether federal, state, county or municipal, and whether they be by taxing districts or authorities presently taxing the Building or by others, subsequently created or otherwise, and any other taxes and assessments attributable to the Land or the Building (or its operation) whether or not directly paid by Landlord, excluding, however, federal and state taxes on income from the Building. It is agreed that Tenant will be responsible for all taxes on its personal property and on the value of the Tenant Improvements. Landlord shall have the right to pay any special assessment by installments, and in such event Real Estate Taxes shall include such installments and interest paid on the unpaid balance of the assessment.

3.06.6 If the Building is not at least ninety-five percent (95%) occupied during any entire calendar year during the Term or if Landlord is not supplying services to at least ninety-five percent (95%) of the total Rentable Area of the Building at any time during any calendar year of the Term, the variable components of Operating Expenses for purposes hereof shall be determined as if the Building had been ninety-five percent (95%) occupied and Landlord had been supplying services to ninety-five percent (95%) of the Rentable Area of the Building during such year. If Tenant pays for its Pro Rata Share of Operating Expenses based on increases over a "Base Year" and Operating Expenses for any calendar year during the Term are determined as provided in the foregoing sentence, Operating Expenses for the Base Year shall be determined as if the Building had then been ninety-five percent (95%) occupied and Landlord had been supplying services to ninety-five percent (95%) of the Rentable Area of the Building. Any necessary extrapolation of Operating Expenses under this provision shall be performed by adjusting the cost of those components of Operating Expenses that are impacted by changes in the occupancy of the Building to the costs that would have been incurred if the Building had been ninety-five percent (95%) occupied and Landlord had been supplying services to ninety-five percent (95%) of the Rentable Area of the Building. Landlord agrees that (i) it will not collect or be entitled to collect more than one hundred percent 100% of the Operating Expenses actually paid by Landlord during any calendar year; and (ii) Landlord shall make no profit from Landlord's collection of Operating Expenses. If at any time during any calendar year, any part of the Building is leased to a tenant (hereinafter referred to as a "Special Tenant") who, in accordance with the terms of its lease, provides its own cleaning and janitorial services or other services or is not otherwise required to pay a share of Operating Expenses in accordance with the methodology set forth in this Section, Operating Expenses for such calendar year shall be increased by the additional costs for cleaning and janitorial services and such other applicable expenses as reasonably estimated by Landlord that would have been incurred by Landlord if Landlord had furnished and paid for cleaning and janitorial services and such other services for the space occupied by the Special Tenant, or if Landlord had included such costs in "operating expenses" as defined in the Special Tenant's lease.

3.06.7 Within a reasonable time period following the end of any calendar year, Landlord shall furnish to Tenant a statement of Landlord's estimate of the Operating Cost Pass-Throughs (hereinafter defined) and Real Estate Tax Pass-Throughs (hereinafter defined) for the current calendar year. Such statement shall show the amount of Operating Cost Pass-Throughs, if any, and the amount of Real Estate Tax Pass-Throughs, if any, payable by Tenant for such year on the basis of Landlord's estimate. Commencing on the first day of the first calendar month following the Base Year, and continuing on each monthly rent payment date thereafter until further adjustment pursuant to this Section, Tenant shall pay to Landlord one-twelfth (1/12) of the amount of said estimated Operating Cost Pass-Throughs and estimated Real Estate Tax Pass-Throughs. Within ninety (90) days after the expiration of each calendar year ("Expired Year") during the Lease Term, or as soon as is reasonably practical thereafter, Landlord shall furnish to Tenant a statement (the "Expense Statement") showing the actual Operating Expenses and Real Estate Taxes for the Expired Year. Subject to Tenant's audit rights as set out in Section 3.06.9 below, the Expense Statement shall be conclusive and binding on Tenant. In case of an underpayment, Tenant shall, within fifteen (15) days after the receipt of such statement, pay to Landlord an amount equal to such underpayment. In case of an overpayment, Landlord shall credit the next monthly rental payment by Tenant with an amount equal to such overpayment. Additionally, if this Lease shall have expired, Landlord shall apply such excess against any sums due from Tenant to Landlord and shall refund any remainder to Tenant within one hundred and twenty (120) days after the expiration of the Lease Term, or as soon thereafter as possible. Landlord's obligation to refund Tenant shall survive termination of this Lease.

3.06.8 Tenant's obligation to pay Operating Cost Pass-Throughs and Real Estate Tax Pass-Throughs shall survive the expiration or other termination of this Lease with respect to any period during the Lease Term hereof and with respect to any holdover period of occupancy following the expiration of the Lease Term.

3.06.9 At any time within three hundred sixty-five (365) days following Tenant's receipt of an Expense Statement for any calendar year, Tenant shall have the right to retain any consultant or auditor acceptable to Tenant who regularly conducts reviews of operating expenses and real estate taxes who is an independent, certified public accountant who is hired by Tenant on a non-contingent fee basis to conduct an audit or review of Operating Expenses and Real Estate Taxes for the immediately preceding 3 calendar years (a "Tenant's Auditor"), that have not been the subject of a prior audit by Tenant hereunder. Tenant shall not be entitled to delay any payment under this Lease during the pendency of any such inspection. Tenant shall bear all costs of any such inspection unless an error greater than four percent (4%) is identified, in which event Landlord shall be responsible for all reasonable and customary costs actually incurred by Tenant with respect to the audit. Landlord, upon thirty (30) days' written notice from Tenant, shall make available to Tenant or to Tenant's agents or representatives at Landlord's headquarters in the greater Washington, DC area all appropriate books and records, including, but not limited to, financial statements and tax returns relating to the Building for the years under audit pursuant to this provision, paid bill files, general ledgers, operating expense billing files and contracts relating to the Building. Tenant shall keep the results of any such audit confidential, except to the extent (x) reasonably required to be revealed by law or pursuant to negotiations between Landlord and Tenant relating to operating expenses and Real Property Taxes, or (y) as may otherwise be required by law for the years under audit pursuant to this provision. The results of the audit shall be shared with Landlord if based on such audit Tenant still disputes the Expense Statement. If such audit or review reveals that Landlord has overcharged Tenant, Landlord shall reimburse Tenant for the amount of the overcharge by applying such amount against rent, unless this Lease has expired or been terminated, in which event Landlord shall refund such amount to Tenant. This section shall survive termination of the Lease for a period of one hundred eighty (180) days.

Section 4. Landlord's Services.

4.01 Landlord covenants and agrees that it will, furnish:

(i) heat and air conditioning to the Premises between the hours of 7:00 a.m. and 8:00 p.m., Monday through Thursday, 7:00 a.m. and 5:00 p.m. on Friday, and between 9:00 a.m. and 1:00 p.m. on Saturday of each week, except New Years Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day (collectively "Recognized Holidays"). Landlord, at its sole option, may (i) at the request of Tenant provide overtime HVAC at the Building during hours and at overtime costs actually incurred by Landlord and (ii) with Tenant's approval, change the above listed hours of operation.

(ii) electricity for lighting purposes and operation of ordinary office equipment, including low-wattage office machines such as desk-top microcomputers, desk-top calculators and typewriters, but excluding, high-wattage computers and other equipment requiring heavier than normal office use of electricity ("Excess Use") as determined by Landlord, which Excess Use may be submetered by the Landlord and the cost of such Excess Use and the cost of supplying and installing the submeters may be billed to the Tenant as Additional Rent;

(iii) elevator service;

(iv) janitor and char services, pursuant to specifications attached as Exhibit G, Monday through Friday of each week, after 5:00 p.m. except for Recognized Holidays;

(v) Landlord will provide and maintain a directory board for the Building located in the main lobby. Landlord agrees to place Tenant's company name and suite number of the Premises on said directory

board. Landlord shall also provide Tenant with one building standard suite entry sign which shall be placed on or adjacent to Tenant's suite entry door. Changes to either the building directory or the suite entry sign during the course of the Lease shall be performed by Landlord, at the sole cost and expense of the Tenant, within a reasonable time following Tenant's written request. In addition to the foregoing, 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 (the "Exterior Signage") in the location and of the size and in the colors shown in Exhibit E attached hereto provided materials and method of attachment of the Exterior Signage shall be subject to the reasonable review and written approval of Landlord (said approval not to be unreasonably withheld, conditioned, or delayed). Notwithstanding anything to the contrary contained in this Lease, Tenant's rights to the Exterior Signage are personal to the originally named Tenant and any Permitted Transferee (as hereinafter defined). Tenant shall insure, maintain, repair and replace all Exterior Signage at its sole cost and expense (including the repair and maintenance of all portions of the Building affected thereby), ensure the compliance of such Signage with all applicable laws and obtain and maintain all governmental approvals and permits required in connection therewith, and Tenant shall remove all Exterior Signage on or prior to the expiration or earlier termination of this Lease and repair all damage to the Building caused thereby and restore the area of its installation to its condition existing immediately prior to such installation (normal wear and tear and obligations that are the responsibility of Landlord under this Lease excepted). Landlord will reasonably assist Tenant in obtaining approvals from all applicable governmental authorities to maximize the signage it is able to install at no additional cost to Landlord.

Landlord at its expense (subject to reimbursement pursuant to Section 3, if and to the extent permitted thereby, shall take steps necessary to comply with applicable laws (including, without limitation, the Americans with Disabilities Act ("ADA") and building and fire codes) to the extent the same apply directly to the exterior and common area walls, main lobby in the Building, slab floors, exterior windows, load bearing elements, foundations, roof and common areas that form a part of the Building, and the building standard mechanical, electrical, HVAC and plumbing systems, pipes and conduits that are provided by Landlord in the operation of the Building and common areas of the Building as a whole; provided, however, that to the extent any non-compliance is a result of the particular use or occupancy of the Premises (as opposed to medical use generally) or any negligence or willful misconduct of Tenant or any agent, or if any improvements made by Landlord to comply with any such law benefits solely the Premises (and not any other premises) and are atypical of those performed for similarly situated tenants, then such compliance shall be at Tenant's cost. If any such law requires an occupancy or use permit or license for the Premises or requires Tenant or its employees to obtain licenses or permits to conduct business in the Premises, then Tenant shall obtain (prior to the date required under applicable law) and keep current such permit(s) or license(s) at Tenant's expense and shall promptly deliver a copy thereof to Landlord. It is expressly understood that if any change in the use of the Premises by Tenant, or any Alterations to the Premises by Tenant, or any future Law requires a new or additional permit from, or approval by, any governmental agency having jurisdiction over the Building, such permit or approval shall be obtained by Tenant on its own behalf and at its sole expense.

Landlord hereby represents and warrants that as of the Lease Commencement Date, the common areas and core components of the Building, including all Building systems, and the restrooms on the third floor of the building, and the Parking Lot will be in compliance with the ADA. Except to the extent the same is an obligation of the Tenant, or any tenant in the Building, Landlord shall maintain and operate the Building and the Parking Lot in a first class manner, keep the Building and Parking Lot structure and the Building and Parking Lot systems in first class condition and repair, operate, maintain and provide services to the Building and the Parking Lot in a first-class manner comparable to other first-class office buildings and parking lots in the vicinity of the Building. If the maintenance or operation of the Building is an obligation of another tenant in the Building, Landlord will use commercially reasonable efforts to enforce such obligations.

4.02 Limitation of Liability. Landlord will not be in default under this Lease or be liable to Tenant or any other person for direct or consequential damage, or otherwise, for either the failure to supply, or, the sufficiency of (if required or supplied) any heat, air-conditioning, ventilation, elevator, cleaning, lighting or security service; for surges or interruptions of electricity; or for other services Landlord has agreed to supply

during any period when Landlord uses reasonable diligence to supply or restore such services, nor shall any such failure to supply constitute a constructive eviction of Tenant. Landlord will use reasonable efforts to remedy any interruption in the furnishing of those services required of Landlord hereunder. Landlord reserves the right to temporarily discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; Landlord's compliance with any mandatory governmental energy conservation or environmental protection program; or Landlord's compliance with any voluntary governmental energy conservation program at the request of or with consent or acquiescence of Tenant; or any other happening beyond the control of Landlord. Notwithstanding anything to the contrary contained in this Lease, if (i) any interruption of utilities or Building services shall occur, which renders the Premises untenantable and continues for more than five (5) consecutive business days and Tenant does not occupy the Premises, then all Rent payable hereunder with respect to such portion or all of the Premises that have been rendered untenantable and which Tenant does not occupy shall be abated for the period beginning on the sixth (6th) consecutive business day until the full reasonable use of such portion or all of the Premises is restored to Tenant.

Section 5. Improvements.

5.01 "As Is" Condition. Subject to Landlord's performance of the Landlord Work, and section 5.02 below, Tenant accepts the Premises in "as is" "where-is" condition without the obligation of Landlord to perform any work to the Premises. Tenant agrees to improve and construct the Premises in accordance with the mutually agreed upon plans and specifications as shown on Exhibit A-1 (the "**Improvements**") at Tenant's sole cost and expense, subject to the application of the Allowance in accordance with Exhibit A-1. All costs of constructing the Improvements in excess of the Allowance, if any, shall be paid by Tenant.

5.02 To the best of Landlord's knowledge, Landlord hereby warrants to Tenant that (a) the common areas of the Building and (b) the Landlord's Work has been or will be constructed in a first-class manner, free of all asbestos containing materials and in full compliance with all applicable governmental regulations, ordinances, and laws including, but not limited to, the ADA and laws pertaining to Hazardous Substances or Hazardous Materials.

Section 6. Upkeep of Premises.

6.01 Except as provided herein, Tenant agrees to maintain the Premises in good order and repair during the term of this Lease. Tenant shall be responsible for maintenance and repair of any of Tenant's fixtures and personal property in the Premises, and the maintenance and repair of any appliances, plumbing fixtures or connections, and other infrastructure related items exclusively serving the Premises and which are not otherwise a Landlord responsibility as provided in this Lease. Unless due to Landlord's negligence Landlord shall not be liable to Tenant for any damage or inconvenience and Tenant shall not be entitled to any abatement or reduction of Rent by reason of any repairs, alterations or additions made by Landlord with respect to the Property or the Premises.

Section 7. Use of Premises.

7.01 Tenant covenants to use the Premises only for the Permitted Use defined in the Fundamental Lease Provisions and for no other purpose, subject to and in accordance with all applicable zoning and other governmental regulations. Tenant, at its cost and expense, will observe and comply promptly with all present and future laws, ordinances, regulations, orders or other legal requirements of any other public or quasi-public authority having jurisdiction over the Premises. Tenant will not install any cigarette, food or beverage vending machines in or about Premises.

(a) Medical Equipment. Tenant covenants and agrees as follows:

Tenant: JOHNS HOPKINS COMMUNITY PHYSICIANS, INC.
6489 Old Dominion Drive - Lease Agreement

(i) Tenant shall, at its sole cost and expense provide for proper, safe, sanitary, and lawful removal from the Premises and the Building of all biological and medical wastes and all other medical byproducts generated directly or indirectly by Tenant or any other parties claiming by, through or under Tenant (herein collectively “**Tenant Parties**”). The Tenant Parties shall not deposit or dispose of any such wastes, medical byproducts or any hazardous or toxic chemicals or substances (as defined by applicable governmental regulations and laws) in violation of applicable governmental regulations and laws. Tenant shall indemnify, hold harmless and defend Landlord and Landlord's agents, employees and partners from and against any and all losses, costs, damages, expenses, liabilities, litigation (including all appeals), fines, penalties, prosecutions, judgments, investigations, clean up costs, costs to treat and otherwise dispose of any such hazardous wastes or toxic chemicals or substances, costs to comply with applicable laws, rules and regulations, damage to public utility lines and equipment, damage to soil, ground water, streams, property of any party or the public, claims of any nature and reasonable attorneys' fees and court costs related to the foregoing, resulting from any violation or breach by any Tenant Parties of any provision of this paragraph. Tenant agrees to pay all costs incurred by Landlord or Tenant to sort and separate any biological or medical wastes. In the event Tenant does not dispose of its biomedical wastes as provided hereinabove with reasonable promptness, Landlord reserves the right (but does not assume the obligation) at Landlord's sole discretion, to elect to provide trash disposal services for Tenant's biomedical wastes from its business. In such event, Tenant will strictly comply with all of Landlord's reasonable requirements and regulations concerning the storage and disposal of such materials, and Tenant will pay to Landlord as additional rent hereunder, within ten (10) days of each demand therefor by Landlord, all costs of such storage and disposal generated by Tenant. Tenant agrees to exercise due care in handling and disposing of all medical wastes or toxic or hazardous substances (“**Toxic Materials**”) placed in the Building by any Tenant Parties.

(ii) If any Tenant Parties are permitted to and do install, operate or use at the Premises any x-ray equipment, all such equipment shall conform to the following requirements: All such x-ray equipment shall be installed, operated, repaired, maintained, replaced and removed by Tenant and at Tenant's sole expense, and Tenant at its own expense will install such shielding and other protection around x-ray machines and other similar equipment so installed and take such other precautionary measures as may be necessary or as required by law or by insurance requirements, in order to ensure the safe operation of such x-ray and similar equipment. Except to the extent of Landlord's or its agents' negligence or willful misconduct, any costs and liability that Landlord or its agents may directly or indirectly incur resulting from the use or operation within the Premises of such x-ray machine or similar equipment, including but not limited to costs arising from third-party property damage, death and personal injury, governmental fines, increases in insurance premiums, and all costs incurred in defending any actions arising therefrom, shall be paid by Tenant; and Tenant agrees to indemnify, defend and hold Landlord and its agents and partners harmless from all such liability and expense, except to the extent of Landlord's or its agents' negligence or willful misconduct.

All powers of approval or consent given to Landlord under this Lease are solely for Landlord's protection and benefit; and no exercise thereof or requirements imposed for such consent shall be deemed a warranty of any kind from Landlord, its agents or employees.

7.02 Lawful Use. Tenant shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose, nor for the manufacture of any product therein. In the event that by reason of Tenant's particular use of the Premises or any alterations or other work performed by or on behalf of the Tenant within the Premises or the Building shall result in any governmental requirement that the Landlord expend any funds for compliance with any governmentally required modifications, upgrades, alterations or other legal compliance requirements, Tenant shall be solely liable for such expense and Tenant shall hold harmless and indemnify Landlord from and against any such costs or expenses; provided, however if more than one tenant in the Building causes Landlord to expend funds for compliance with any governmentally required modifications, upgrades, alterations or other legal compliance requirements, then such costs shall be passed through, on a per square foot basis, to all tenants who caused the expenditure.

7.03 Not Used.

Section 8. Tenant's Agreement.

8.01 Tenant covenants and agrees:

(a) to timely pay Landlord all Rent during the term;

(b) not used;

(c) not to damage or deface the Premises or lobbies, hallways, stairways, elevators, parking and other facilities or approaches thereto of the Property, or the fixtures therein or used therewith;

(d) not to suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, or such as to increase the danger of fire or affect or make void or voidable any insurance on the Building or which may render any increased or extra premium payable for such insurance or which shall be contrary to any law, ordinance or regulation, rule or regulation from time to time established by any public authority;

(e) not to move any furniture, fixtures or equipment into or out of the Premises except at such times and in such manner as Landlord may from time to time reasonably designate;

(f) not to place upon the interior or exterior of the Property, the Building, window or any part thereof or door of the Premises (or Tenant's suite entry door), any placard, sign, lettering, flags, advertisement, phone numbers, symbols, pictures, window covering or drapes except such and in such place and manner as shall have been first approved in writing by Landlord which approval shall not be unreasonably withheld, conditioned or delayed; to park vehicles only in the areas from time to time designated by Landlord; not to use any floor adhesive in the installation of carpeting without the prior written approval of Landlord which approval shall not be unreasonably withheld, conditioned or delayed;

(g) to conform to (including all of Tenant's agents, invitees, contractors and employees) all rules and regulations from time to time established by the appropriate insurance rating organization and to all Building Rules and Regulations and Construction Rules and Regulations from time to time established by Landlord, including without limitation those attached to this Lease as Exhibits hereto, with such rules being consistently applied by Landlord and with any changes to such rules being notified in writing, in advance, to Tenant;

(h) to maintain and keep in good repair all plumbing fixtures, drains, grease traps, hoods, vents, generators, dedicated or supplemental HVAC unit(s) and all other infrastructure or specialty items of any kind (collectively the "Fixtures") which exclusively serve Tenant's Premises (and which may extend into portions of the Building, its chases, walls, etc.) and to pay Landlord the reasonable and actual cost of any repair performed by Landlord. In the event Landlord determines that Tenant is not adequately maintaining said Fixtures (the minimum required standard of which shall be not less than quarterly each year and via and outside service agreement with a qualified contractor approved by Landlord), whether installed by Tenant or pre-existing in Tenant's Premises, Landlord may, upon notice to Tenant and provided that Tenant does not remedy the issue within 30 days of such notice, repair said Fixtures when and as deemed necessary by Landlord, and Tenant shall reimburse Landlord for the reasonable costs associated with said repair or removal;

(i) to be responsible for cost of removal of bulk trash or excessive trash at time of move-in, during occupancy and at move out;

(j) not to obstruct or interfere with the rights of other tenants;

(k) not to place a load on any floor exceeding the floor load which such floor was designed to carry in accordance with the plans and specifications of the Building, and not to install, operate, or maintain in the Premises any safe or any item of equipment except in such manner and in such location as Landlord shall prescribe so as to achieve a proper distribution of weight; and

(l) not to conduct or permit in the Premises either the generation, treatment, storage or disposal of any hazardous wastes or toxic substances of any kind as defined in the Comprehensive Environmental Response, Compensation and Liability Act or any other present or future federal, state, county or local laws or regulations concerning environmental protection, and to prohibit its assignees and subleases and employees, agents and contractors (collectively "Permittees") from doing so; and Tenant shall indemnify, defend and hold Landlord and its agents and partners harmless from all loss; costs, foreseeable and unforeseeable, direct or consequential; damages; liability; fines; prosecutions, judgments, litigation; and expenses, including but not limited to clean-up costs and reasonable attorneys' fees arising out of any violation of the provisions of this Section by Tenant its employees, agents or its Permittees.

Section 9. Alterations.

9.01 Tenant shall not make any alterations, additions, or other improvements in or to the Premises or install any equipment of any kind that will require any alterations or additions or affect the use of the Building water system, heating system, plumbing systems, air conditioning system, or electrical system, or install any antennae on the roof, in the windows, or upon the exterior of the Premises, without the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed. If any such alterations or additions are made by Tenant without Landlord's consent, Landlord may correct or remove them and Tenant shall be liable for any and all reasonable expenses incurred by Landlord in the performance of such work. All plans and specifications for any such work shall be prepared by Tenant at Tenant's expense and shall thereafter be submitted to Landlord for its prior review and written approval. Tenant or Tenant's contractor must obtain and provide evidence of insurance coverage to include: (a) Worker's Compensation Coverage and (b) Public Liability and Property Damage Insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) in the aggregate. All work with respect to such alterations and additions shall be done in a good, workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the shortest period necessarily required for such work. All alterations or additions shall, upon completion, become Landlord's property and a part of the realty surrendered to Landlord upon the expiration of this Lease, unless Landlord shall, at the time of its approval of such work require removal or restoration on the part of Tenant as a condition of such approval. Notwithstanding anything to the contrary herein, all work by Tenant shall be subject to the Construction Rules and Regulations exhibit attached to this Lease. Notwithstanding anything else contained herein to the contrary, Tenant is permitted to paint, and to make non-structural cosmetic alterations to the Premises that do not require a permit costing less than \$100,000 in a rolling twelve month period without Landlord's consent.

9.02 Mechanic's Liens. Tenant will pay or cause to be paid all costs and charges for work (a) done by Tenant or caused to be done by Tenant, in or to the Premises, and (b) for all materials furnished for or in connection with such work. Tenant will not allow mechanics liens to be filed in connection with such work and will indemnify Landlord against and hold Landlord, the Premises, and the Property free, clear and harmless of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims, and demands on account of such work by or on behalf of Tenant. Tenant shall remove any liens filed in violation hereof within ten days of notice thereof.

Section 10. Indemnification.

10.01 Subject to Section 15.02, Tenant hereby agrees to indemnify and hold Landlord and its officers, agents and employees harmless from and against any cost, damage, claim, liability or expense (including reasonable attorney's fees) incurred by or claimed against Landlord, directly or indirectly, as a result of or in any

way arising from Tenant's default under this Lease, Tenant's negligence or willful misconduct related to: (a) the construction of the Tenant Improvements; and/or (b) the use and occupancy of the Premises by Tenant including its employees, contractors, invitees and licensees, except to the extent caused by the negligence or intentional or willful misconduct of Landlord, its officers, agents, contractors, invitees and employees. Subject to Section 15.02, Landlord hereby agrees to indemnify and hold Tenant and its officers, agents and employees harmless from and against any cost, damage, claim, liability or expense (including reasonable attorney's fees) incurred by or claimed against Tenant, directly or indirectly, as a result of or in any way arising from: (y) Landlord breach of the Lease or Landlord's negligence or willful misconduct related to: (i) the construction of the Landlord's Work, or (ii) the use of the Common Areas, or any work whatsoever done therein; or (z) the non-compliance of the Building or the Common Areas with Applicable Law, except to the extent caused by the negligence or intentional misconduct of Tenant or its officers, agents, employees, contractors or invitees. The obligations of Tenant and Landlord under this Section 10.01 shall survive the expiration or early termination of this Lease.

Section 11. Waiver of Landlord's Lien.

11.01 Landlord expressly waives any statutory or common law landlord's lien (as same may be enacted or may exist from time to time) and any and all rights granted under any present or future laws to levy or distrain for rent (whether in arrears or in advance) against any fixtures, equipment, and other personal property of Tenant in the Premises. Landlord agrees to execute and deliver, promptly upon Tenant's request therefor at any time or times hereafter, any reasonable instruments evidencing the foregoing waiver.

Section 12. Assignment & Subletting.

12.01 Tenant will not assign, transfer, mortgage or encumber this Lease or sublet all or a portion of the Premises, without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld if: (1) the proposed sublessee's financial responsibility meets the same criteria Landlord uses to select Building tenants; (2) the proposed sublessee's business is suitable for the Building considering the business of the other tenants and the Building's prestige or would result in a violation of an exclusive right granted to another tenant in the Building; (3) the proposed use is for Medical Office Use; (4) Tenant is not in monetary default beyond any cure period; (5) not used; or (6) any portion of the Building or Premises will not become subject to additional or different laws as a consequence of the proposed assignment or sublease and/or the proposed assignee's or sublessee's use and occupancy of the Premises. Tenant acknowledges that the foregoing is not intended to be an exclusive list of the reasons for which Landlord may reasonably withhold its consent to a proposed sublease. Neither the consent by Landlord to any assignment, transfer, or subletting to any party other than Landlord, nor an assignment, transfer or sublease permitted hereunder shall be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, or of any guarantor under any guaranty of Lease provided to Landlord, nor shall the collection or acceptance of Rent from any such assignee, transferee, subtenant or occupant constitute a waiver of, or release of, Tenant from any covenant or obligation contained in this Lease. In the event that Tenant defaults hereunder, Tenant hereby assigns to Landlord the Rent due from any subtenant of Tenant and hereby authorizes each such subtenant to pay said Rent directly to Landlord.

12.02 Prohibited Transfers. The transfer of a majority of the issued and outstanding capital stock of any corporate Tenant or subtenant of the Lease, or a majority of the total interest in any partnership Tenant or subtenant, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions, will be deemed an assignment of this Lease or of such sublease requiring Landlord's consent in each instance. In addition, if Tenant is a partnership, any dissolution of Tenant or withdrawal or change, whether voluntary, involuntary or by operation of law, of partners owning a controlling interest in Tenant shall be deemed a voluntary assignment of this Lease and subject to the provisions of this Section. For purposes of this Section, the transfer of outstanding capital stock of any corporate Tenant will not include any sale of such stock by persons other than those deemed "insiders" within the meaning of the Securities Exchange Act of 1934, as amended, effected through the "over-the-counter market" or through any recognized stock exchange.

12.03 Excess Rentals or other Sums. If any sublease or assignment (whether by operation of law or otherwise, including without limitation an assignment pursuant to the provisions of the Bankruptcy Code or any other Insolvency Law) provides that the subtenant or assignee thereunder is to pay any amount in excess of the sum of (a) the rental and other charges due under this Lease plus (b) the reasonable, out-of-pocket expenses (excluding any costs attributable to vacancy periods or "downtime") which Tenant reasonably incurred in connection with the procurement or enforcement of such sublease, assignment or other transfer (including, without limitation, brokerage commissions) plus (c) reasonable marketing fees and or customary Real Estate commissions, plus (d) legal fees, plus (e) construction costs, and plus (f) concessions granted in the sublease or assignment, then whether such excess be in the form of an increased monthly or annual rental, a lump sum payment, payment for the sale, transfer or lease of Tenant's fixtures, or leasehold improvements (provided that in any sale of fixtures or leasehold improvements, the fair market value thereof shall be deducted from the calculation of the consideration received by Tenant for the purposes of this Section 12.03) or any other form (and if the subleased or assigned space does not constitute the entire Premises, the existence of such excess shall be determined on a pro-rata basis), Tenant shall pay to Landlord fifty percent (50%) of any such excess or other premium applicable to the sublease or assignment, which amount shall be paid by Tenant to Landlord as additional rent not later than ten (10) days after any receipt thereof by Tenant. The foregoing notwithstanding, nothing herein shall reduce the amount of rent due to Landlord under the Lease. Acceptance by Landlord of any payments due under this Section shall not be deemed to constitute approval by Landlord of any sublease or assignment, nor shall such acceptance waive any rights of Landlord hereunder. Landlord shall have the right to inspect and audit Tenant's books and records relating to any sublease or assignment and expenses incurred by Tenant in connection therewith. Landlord shall execute a confidentiality agreement reasonably acceptable to Landlord and Tenant if Landlord shall request any such audit upon Tenant's request. The provisions of this Section 12.03 shall not apply in the event of a Permitted Transfer as set forth in Section 12.05 below

12.04 Process to Request Landlord's Consent. If Tenant wishes to assign the Lease or sublet all or any part of the Premises, Tenant shall, by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less than sixty (60) days after the date of Tenant's notice) to sublet or assign any part or all of the Premises for the balance or any part of the Term. Tenant's notice shall state the name and address of the proposed subtenant or assignee, shall include financial statements for the proposed subtenant or assignee reasonably requested by Landlord, and a true and complete copy of the proposed sublease or assignment shall be delivered to Landlord with said notice. All reasonable costs and expenses, including attorney's fees incurred by Landlord in connection with any proposed or purported assignment, transfer or sublease shall be borne by Tenant and shall be payable to Landlord as Additional Rent as a condition of Landlord's consent. Landlord shall promptly respond to Tenant's notice and shall, in all events, approve or reject the assignment or sublease within thirty (30) days of the date of Tenant's notice. Landlord's failure to respond within such thirty (30) day period shall be deemed a rejection of the assignment or sublease.

12.05 Notwithstanding anything to the contrary contained in this Section 12, Tenant may assign its entire interest under this Lease or sublease all or any portion of the Premises to an Affiliate (defined below in this paragraph) and to any Successor (defined below in this paragraph) without the consent of Landlord, provided that all of the following conditions are satisfied (a "Permitted Transfer", and any such transferee pursuant to a Permitted Transfer being a "Permitted Transferee"): (1) no uncured monetary default then exists under this Lease beyond all applicable notice and cure periods; (2) the Affiliate's or Successor's use of the Premises shall be only for the Permitted Use and shall not conflict with any exclusive use rights granted to any other tenant in the Building; (3) Tenant shall give Landlord written notice at least ten (10) business days prior to the effective date of the proposed transfer, or as soon thereafter as is permissible under applicable law or any confidentiality agreements with respect to the transaction; and (4) in the case of an assignment to a Successor, such Successor shall have a tangible net worth sufficient for such assignee or sublessee to fulfill its obligations pursuant to such assignment or sublease. The term "Successor" shall mean any entity into which or with which Tenant is merged or consolidated or that otherwise succeeds by reorganization or other form of corporate reorganization or any entity that acquires all, or substantially all, of either the stock or other ownership interests or assets of Tenant or any transaction occurring in connection with a Change of Control Event (as defined below). Tenant's notice to

Landlord shall include information and documentation showing that each of the above conditions has been satisfied. If requested by Landlord, in connection with any assignment, the Affiliate or Successor shall sign a commercially reasonable form of assumption agreement. In no event shall a Permitted Transfer release Tenant from its obligations under this Lease. As used in this Section 12.05, "Affiliate" means The Johns Hopkins Health System Corporation ("JHHS"), The Johns Hopkins University ("JHU") or any business entity that shall control, be controlled by or be under common control with Tenant, JHHS or JHU. "Control" means the power (whether directly or indirectly) to direct the financial and operating policies or affairs of a person including: (1) the power (directly or indirectly) to control the composition of the majority of the board of directors; (2) the power to exercise (directly or indirectly) the majority of voting rights of shares; and/or, (3) such part of the share capital of the company as would (if all the income from that company were distributed to its members, regardless of the rights of that or any other person as a creditor) entitle him to receive the majority of that amount; and/or (4) such rights as would (if the company were wound up) entitle him to receive the majority of the assets of the company available for distribution to its members, and "controls" and "controlled" shall be interpreted accordingly.

Section 13. Right of Access.

13.01 Landlord may, at reasonable times (and at any time in the event of an emergency as determined by Landlord) during the Lease Term enter to view or inspect the Premises; to determine whether Tenant is complying with its obligations under this Lease; to show the Premises to others; to make repairs to the Building or Premises; to replace, repair, alter or make new or change any fixtures, pipes, wires, ducts, conduits or other construction therein; or to remove placards, signs, lettering, window or door coverings and the like not expressly consented to. Landlord shall maintain a master key for entry at all times during the Term and Tenant shall promptly notify Landlord and provide Landlord with a new master key at Tenant's cost and expense if Tenant shall at any time change the locks on the suite entry doors. During the last nine months of the Lease Term, Landlord may show the Premises to prospective tenants thereof at times which will not unreasonably interfere with Tenant's business.

13.02 Notwithstanding the above, except in the event of an emergency, Landlord shall provide notice to Tenant of any entry into the Premises and shall be accompanied by a representative of Tenant at all times.

13.03 In the event that Landlord or Landlord's employees acquire knowledge of any patient identifiable health information (i.e., patient name, address, telephone number, diagnosis, department visited, physician/researcher name, lab test results, vital signs, billing or payment data, etc.) ("PHI") in any manner (i.e., on paper, transmitted electronically, recorded, or spoken) of any patient of Tenant in connection with Tenant's use of the Premises, Landlord will use reasonable efforts to notify Tenant and cooperate with Tenant, at no cost to Landlord, to enable Tenant to take appropriate action to ensure that the patient identifiable health information is protected and secured on a continued or ongoing basis in adherence with the guidelines of The Health Insurance Portability and Accountability Act (HIPAA) (Public Law 104-191, 1996), as amended from time to time, and the regulations promulgated thereunder.

Section 14. Surrender of Possession.

14.01 Tenant covenants at its sole cost and expense, at the expiration or other termination of this Lease: to remove all goods, equipment, personal property and effects from the Premises not the property of Landlord. Tenant shall leave the Premises in broom clean condition and in good order and repair, reasonable wear and tear excepted; and to yield up to Landlord the Premises and all keys, gate cards, security cards, locks and other fixtures connected therewith in good repair, order and condition in all respects, reasonable wear and tear and damage by fire or other casualty, not caused by Tenant's act or neglect, excepted. Any of Tenant's equipment, alterations, goods, personal property and effects not so removed may, at Landlord's election and without limiting Landlord's right to compel removal thereof, be deemed abandoned and may be retained by Landlord as its property or be disposed of by Landlord, at Tenant's sole cost and expense, without accountability, in such manner as Landlord may see fit.

14.02 Landlord Costs. In the event Landlord incurs any costs or expenses, whether direct or indirect, due to Tenant's failure to abide by any provisions contained in this Surrender of Possession section, Tenant shall reimburse Landlord.

14.03 Move-in/Move-out. Tenant move-in and move-out shall be coordinated through Landlord's Agent and shall be subject to the following limitations, conditions and costs: (i) Tenant shall notify Agent at least ten (10) days prior to any moving; (ii) not used; (iii) Tenant shall cover all floors on all levels of the Building over which Tenant's property shall be moved; (iv) Tenant shall cover the floor and walls of the elevator cabs with padding approved by the Landlord or Landlord's Agent; (v) Tenant shall remain liable for all costs and expenses incurred by Landlord resulting from any damage caused by Tenant's move or Tenant's failure to adhere to the procedures and conditions described herein; (vi) Landlord may, at Tenant's expense, elect to have a Building staff member present during Tenant's move-in or move-out; (vii) Tenant shall comply with all other rules and regulations promulgated by Landlord from time to time.

Section 15. Insurance.

15.01 Tenant shall, at its cost and expense, obtain and maintain at all times during the term of this Lease (and prior to the term of this Lease in the event any inspections, construction, wiring and/or any other work occurs within the Building or Premises on behalf of Tenant or by Tenant's contractors), for the protection of Landlord, Landlord's agents and Tenant, Public Liability insurance (Comprehensive General Liability or Commercial General Liability) including Contractual Liability insurance, with a combined personal injury and property damage limit of not less than Two Million Dollars (\$2,000,000) for each claim and not less than Three Million Dollars (\$3,000,000) in the aggregate, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises. Landlord and Landlord's agent shall be named as additional insureds. Tenant shall, at its cost and expense, obtain and maintain at all times during the term of this Lease, fire and extended coverage insurance on the Premises and its contents, including any leasehold improvements made by Tenant, for the full replacement value thereof in an amount sufficient so that no co-insurance penalty shall be invoked in case of loss. All insurance required under this Lease shall be issued by insurance companies licensed to do business in the state or jurisdiction in which the Building is located. Such companies shall have a policyholder rating of at least A and be assigned a financial size category of at least Class VIII as rated in the most recent edition of Best's Key Rating Guide for insurance. All such policies shall require that the insurer endeavor to give thirty (30) days written notice to Landlord before cancellation or any change in the coverage, scope or amount of any policy. A certificate showing each policy is in effect shall be deposited with Landlord at the commencement of the Lease, and renewal certificates shall be delivered to Landlord at least thirty (30) days prior to the expiration date of any policy. Notwithstanding the foregoing or anything herein to the contrary, Landlord hereby acknowledges that Tenant is a covered entity under the general liability self-insurance program of its parent company and the general liability insurance requirements of Tenant under this Lease is satisfied by the self-insured program of Tenant's parent.

15.02 Waiver of Subrogation. Each party hereby waives every right or cause of action for the events which occur or accrue during the Lease Term for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible), which loss or damage would be covered by fire, extended coverage, "All Risk" or similar insurance policies covering real property or personal property which are required under this Lease. Each party will give its insurance carrier written notice of the terms of the mutual waiver, and the insurance policies will be properly endorsed, if necessary, to prevent the invalidation of coverage by reason of said waiver.

15.03 Landlord shall obtain and keep in force the following insurance:

(a) Comprehensive general liability insurance coverage on an "occurrence basis" against claims in or about the Building (other than the Premises) for personal injury, including without limitation, bodily

injury, death and broad form property damage, in limits of at least \$2,000,000 per occurrence and \$4,000,000 aggregate (or such higher limits as Landlord or Landlord's mortgagee's may from time-to-time require);

(b) Workmen's Compensation and Employer's Liability insurance; and

(c) Special Causes of Loss Insurance insuring the Landlord's interest in the Building and improvements therein in an amount equal to the full replacement value of the Landlord's insurable interest in the Building.

Section 16. Damage and Destruction.

16.01 In the event the Premises or any part thereof, or the elevators, hallways, stairways or other approaches thereto, be damaged or destroyed by fire or other casualty from any cause, so as to render said Premises and/or approaches unfit for use and occupancy, Landlord will proceed to repair the damage, unless, because of the substantial extent of the damage or destruction, Landlord should decide not to repair or restore the Premises or the Building, in which event and at Landlord's sole option, Landlord may terminate this Lease forthwith, by giving Tenant a written notice of its intention to terminate within ninety (90) days after the date of the casualty. In no event shall Landlord's obligation to restore require Landlord to expend for such repair and restoration work more than the insurance proceeds actually received by the Landlord as a result of the casualty. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that Landlord shall allow Tenant a fair diminution of Rent on a per diem basis during the time and to the extent any damage to the Premises causes the Premises to be rendered untenantable and not used by Tenant in whole or in part. Landlord and Tenant hereby waive the provisions of any law from time to time in effect during the Lease Term relating to the effect upon leases of partial or total destruction of leased property. Landlord and Tenant agree that their respective rights in the event of any damage to or destruction of the Premises shall be those specifically set forth herein. Notwithstanding the foregoing, if (1) Landlord fails to notify Tenant of the estimated time to complete the restoration within sixty (60) days after the casualty or such later time as the parties mutually agree; or (2) Landlord undertakes to restore the Premises, the Building, or access thereto but such restoration cannot be accomplished within 270 days after the date of casualty as reasonably determined by estimate of Landlord upon such casualty; or (3) the casualty occurs within the last eighteen (18) months of the Lease Term; then Tenant may terminate this Lease as of the date of cancellation by giving written notice thereof to Landlord within sixty (60) days after the time periods set forth above occurs.

Section 17. Condemnation.

17.01 This Lease shall be terminated and the rental payable hereunder shall be abated as of the date of such termination in either of the two following events, namely: (1) the forcible leasing or condemnation of the Premises or any part thereof or a sale or leasing in lieu thereof by any competent authority under right of eminent domain for any public or quasi-public use or purpose; or (2) the condemnation or a sale or leasing in lieu thereof by competent authority under right of eminent domain for any public or quasi-public use or purpose of 25% or more of the Building. The forcible leasing by any competent authority of any portion of the Building other than the Premises will have no effect upon this Lease. In case of any taking or condemnation, whether or not the term of this Lease shall cease and terminate, the entire award shall be the property of Landlord, and Tenant hereby assigns to Landlord all its right, title and interest in and to any such award. Tenant, however, shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for moving expenses and fixtures and other equipment installed by Tenant but only if such awards shall be made by the Court in addition to the award made by the Court to Landlord for the Property and improvements or part thereof so taken and such award to Tenant does not reduce the award otherwise payable to Landlord.

Section 18. Defaults and Remedies.

18.01 It is hereby mutually covenanted and agreed, that any one of the following events shall constitute

a default under this Lease:

- (a) if Tenant shall fail to keep or perform any covenant, condition or agreement herein contained and on the part of Tenant to be kept and performed other than the payment of Rent, and such failure is continuing for thirty (30) calendar days after written notice of such failure or such longer period as is reasonably necessary to remedy such failure, provided that Tenant shall continuously and diligently pursue such remedy until such failure is cured; or
- (b) if Tenant shall fail to pay Rent, Additional Rent or any other amounts when due and such failure continues for a period of ten (10) business days after written notice of such failure, or
- (c) if Tenant shall (i) not used, (ii) become insolvent, (iii) make an assignment for the benefit of creditors, or (iv) file, be the entity subject to, or acquiesce in a petition in any court (whether or not filed by or against Tenant pursuant to any statute of the United States or any state and whether or not a for a trustee, custodian, receiver, agent, or other officer, for Tenant or for all or any portion of Tenant's property) in any proceeding whether bankruptcy, reorganization, composition, extension, arrangement, insolvency proceedings, or otherwise.

In each and every such case of default listed above that is not cured within the applicable time period, Tenant shall be in default of this Lease and Tenant's right of possession shall thereupon cease and terminate, and Landlord shall be entitled to the possession of the Premises, be permitted to remove all persons and property therefrom and be permitted to reenter the same without further demand of Rent or demand of possession of the Premises, either with or without process of law, including by self help, all at the sole risk and cost of Tenant, and without Landlord becoming liable to prosecution therefor, any notice to quit or notice of intention to reenter being hereby expressly waived by Tenant. In all cases of default, and/or in the event of a reentry or retaking by Landlord, Tenant shall nevertheless remain liable and answerable for the full Rent to the date of default, retaking or reentry and for all Rent through the balance of the Lease Term, discounted to present value using a discount rate of 12%. Tenant shall also be and remain answerable in damages for (i) any deficiency or loss of Rent, (ii) the reasonable costs and expenses which Landlord may thereby sustain in re-letting the Premises to a new tenant including, without limitation, brokerage commissions, costs of improving or constructing the Premises, rental abatement, architectural fees, engineering fees and legal fees (collectively the "Re-letting Costs") and (iii) reasonable costs and expenses relating to Landlord's efforts to enforce the terms of the Lease and collect amounts due hereunder (collectively the "Lease-Up Costs").

In addition to the foregoing, Landlord reserves full power, at any time after any such default that is not cured within the applicable time period, to do one or more of the following in Landlord's sole discretion: (i) immediately terminate the Lease by written notice to Tenant in which event, Landlord may, at Landlord's option based on Landlord's reasonable estimate, accelerate and immediately make payable to Landlord all Rent and Additional Rent which would have due and payable if Tenant had continued the Lease Term and completed Tenant's obligations there under through the Lease Expiration Date discounted to present value using a discount rate of 12%; (ii) re-let said Premises for the account of Tenant for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term) and on such conditions and upon such other terms (which may include Re-letting Costs as previously described) as Landlord, in its sole discretion, may determine; and/or (iii) cure the default at the expense of Tenant, and Tenant shall reimburse Landlord for any amount expended by Landlord in connection with said cure, plus interest thereon from the date such cost is incurred by Landlord. All damages and related expenses, at the option of Landlord, may be recovered by Landlord at the time of the retaking and reentry, or in separate action(s), from time to time, as Tenant's obligation to pay Rent and Additional Rent would have accrued if the term had continued, or from time to time, as said damages and related expenses shall have been made more easily ascertainable by re-lettings of the Premises. Landlord shall also have the right to enjoin any breach or threatened breach by Tenant of any of the covenants, agreements, terms or conditions in this Lease. The foregoing remedies of Landlord shall be cumulative, and in addition to any remedies available under applicable law.

18.02 Application of Proceeds. All Rents and payments received by Landlord from other tenants or users in any re-letting after Tenant's default shall be applied, first to the payment of such expenses as Landlord may have incurred in recovering possession of the Premises; second, to the repayment of the Re-letting Costs outlined above; third, to the repayment of the reasonable costs and expenses incurred by Landlord, either for making the necessary repairs to the Premises or in curing any default on the part of Tenant in any covenant or condition herein made binding upon Tenant; fourth, to the repayment of all Lease-Up Costs outlined above and last, any remaining Rent or payments shall be applied toward the payment of Rent and Additional Rent due from Tenant under the terms of this Lease (including all late fees, penalties and other charges outlined in the Lease), and Tenant expressly agrees to pay any deficiency then remaining. Landlord shall in no event be liable in any way whatsoever (nor shall Tenant be entitled to any setoff) for Landlord's failure to re-let the Premises. In the event Landlord re-lets the Premises, any part thereof, together with other premises, or for a term extending beyond the scheduled expiration of the term hereunder, it is understood that Tenant will not be entitled to apply any Rent, Additional Rent or other sums generated or projected to be generated by any such other premises or in the period extending beyond the scheduled expiration of the term of this Lease against Landlord's damages. Landlord, however, at its sole option, may refrain from terminating Tenant's right of possession, and in such case may enforce against Tenant the provisions of this Lease for the full term thereof.

18.03 Attorney's Fees. In the event Tenant defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease, and Landlord places in the hands of an attorney or collection agency the enforcement of this Lease for the collection of any Rent or other amounts due or for the recovery of possession of the Premises, Tenant agrees to pay, as Additional Rent, the reasonable costs of Landlord's collection and enforcement, including reasonable attorneys' fees, court costs and other expenses, whether a suit is actually filed or not.

18.04 Injunctive Relief. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. If Tenant fails to perform any obligation, duty or covenant under this Lease after thirty (30) days following written notice thereof by Landlord (except that no notice shall be required for the payment of Rent or in circumstances believed by Landlord to constitute an emergency), Landlord shall have the right (but not the duty), to perform such obligation, duty or covenant on behalf and for the account of Tenant. In such event, Tenant shall reimburse Landlord upon demand, as Additional Rent, for all reasonable expenses incurred by Landlord in performing such obligation. Landlord's performance of Tenant's obligations hereunder shall not be deemed a waiver or release of Tenant therefrom. In no event shall Landlord undertake any responsibility or obligation to Tenant or to any third party by reason of the reservation by Landlord of its rights hereunder, nor shall Landlord be liable or responsible for its failure.

18.05 Duty to Mitigate Damages. Nothing contained in this Section 18 shall diminish the duty of the Landlord to mitigate its damages resulting or arising from a breach of the Lease.

Section 19. Subordination Clause.

19.01 Landlord represents that there are no mortgages, deeds of trust or ground leases encumbering the Property or Building on the date hereof other than in favor of Equitrust Life Insurance Company (the "Existing Lender"). Simultaneously with the mutual execution and delivery of this Lease, Landlord, Tenant and the Existing Lender will enter into a subordination, non-disturbance and attornment agreement (an "SNDA"), the form of which is attached hereto as Exhibit I . As a condition precedent to Tenant's obligation to subordinate this Lease to any future mortgage, deed of trust, ground lease or lien, an SNDA from the new lender or ground lessor in a form reasonably acceptable to Tenant shall be executed. Landlord shall use reasonable efforts, at no additional expense to Landlord, to assist Tenant with commercially reasonable changes requested to any future SNDA. Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport

to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event that any such foreclosure proceeding is prosecuted or completed. In addition, if the Landlord's leasehold interest in any ground lease shall be terminated, Tenant agrees that this Lease shall remain in full force and effect (or if terminated by law as a result of Landlord's interest being terminated, Tenant will enter into a new Lease with the identical terms and conditions of this Lease). Tenant agrees to give any mortgagee(s), by certified mail, return receipt requested, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice of Assignment of Rents and Leases, or otherwise) of the address of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days, the mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary, to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued. Tenant further agrees that any successor to Landlord's interest by foreclosure shall not be bound by (i) any payment of monthly Rent or Additional Rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease or (ii) any amendment or modification of this Lease made without the consent of Landlord's mortgagee or such successor in interest.

Section 20. Tenant Holding Over.

20.01 If Tenant shall not immediately surrender possession of the Premises at the termination of this Lease, Tenant shall become a tenant from month-to-month, provided Base Rent or use and occupancy payments shall be paid to and accepted by Landlord, in advance, at a rental rate equal to 125% the rental payable hereunder immediately prior to the termination of this Lease. Landlord shall be entitled to such payments notwithstanding exercise of its right to obtain possession of the Premises during any such holdover. Landlord shall continue to be entitled to retake or recover possession of the Premises without the need to provide a notice to quit hereinbefore provided and Tenant shall be liable to Landlord for any loss or damage it may sustain by reason of Tenant's failure to surrender possession of the Premises immediately upon the expiration of the term hereof. Tenant hereby agrees that all the obligations of Tenant and all rights of Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy, whether or not a month-to-month tenancy shall have been created as aforesaid.

Section 21. Successors.

21.01 This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

Section 22. Notices & Demands.

22.01 All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post Office by certified or registered mail, overnight delivery by a nationally recognized carrier such as Federal Express, UPS, or Airborne Express, postage prepaid, addressed to Landlord or Tenant, respectively at the addresses set forth in the Fundamental Lease Provisions or to such other addresses as the parties may designate in writing from time to time.

Section 23. Quiet Enjoyment.

23.01 Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may quietly enjoy the Premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease and to any mortgages and deeds of trust secured by the Building.

Tenant: JOHNS HOPKINS COMMUNITY PHYSICIANS, INC.
6489 Old Dominion Drive - Lease Agreement

Section 24. Waiver of Trial by Jury.

24.01 LANDLORD AND TENANT EACH AGREE TO AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY STATUTORY REMEDY.

Section 25. Governing Law.

25.01 This Lease shall be construed and governed by the laws of the state or jurisdiction in which the Building is located without regard to the conflicts of laws principles.

25.02 For purposes of Section 55-2, Code of Virginia (1950), as amended, this Lease is and shall be deemed to be a deed of lease.

Section 26. Miscellaneous.

26.01 Tenant's Representatives. The term "**Tenant**" shall include legal representatives, successors and assigns. All covenants herein made binding upon Tenant shall be construed to be equally applicable to and binding upon its agents, employees and others claiming the right to be in the Premises, on the Property or in the Building through or under Tenant.

26.02 Pronouns. Feminine or neuter pronouns shall be substituted for those of the masculine form and the plural shall be substituted for the singular, wherever the context shall require. It is also agreed that no specific words, phrases or clauses herein used shall be taken or construed to control, limit or cut down the scope or meaning of any general words, phrases or clauses used in connection therewith.

26.03 Additional Rent. As used in this Lease "**Additional Rent**" shall consist of all sums of money, costs, expenses or charges of any kind or amount whatsoever (other than Base Rent) which Tenant assumes or agrees to pay, or which become due and payable by Tenant to Landlord under this Lease. If Tenant fails to pay Additional Rent in its entirety when due, Landlord shall have the same rights and remedies under this Lease as in the case of non-payment of Base Rent. Except as otherwise noted herein, any Additional Rent obligations shall be paid with the next installment of Base Rent.

26.04 No Offer. This Lease is submitted to Tenant on the understanding that it will not be considered an offer and will not bind the Landlord in any way until Tenant has duly executed and delivered duplicate originals to Landlord and Landlord has executed and delivered one of such originals to Tenant.

26.05 Not Used.

26.06 No Construction Against Drafting Party. Landlord and Tenant acknowledge that each of them and their counsel have had an opportunity to review this Lease and that this Lease will not be construed against Landlord merely because Landlord has prepared it.

26.07 Time of the Essence. Time is of the essence with respect to each and every provision of this Lease.

26.08 No Waiver. The waiver by Landlord of any agreement, condition or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition,

or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord to insist upon performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of Rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

26.09 Limitation on Recourse. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD HEREUNDER) TO TENANT AND ALL TENANT PARTIES SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE BUILDING, AND TENANT, FOR ITSELF AND FOR ALL TENANT PARTIES, AGREES TO LOOK SOLELY TO LANDLORD'S INTEREST IN THE BUILDING FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST THE LANDLORD, IT BEING INTENDED THAT NEITHER LANDLORD NOR ANY MEMBER, PRINCIPAL, PARTNER, SHAREHOLDER, OFFICER, AGENT, DIRECTOR OR BENEFICIARY OF LANDLORD SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY. THE AGREEMENT SET FORTH IN THE FOREGOING SECTION IS NOT INTENDED TO, AND SHALL NOT, LIMIT ANY RIGHT THAT TENANT MIGHT OTHERWISE HAVE TO OBTAIN INJUNCTIVE RELIEF AGAINST LANDLORD OR LANDLORD'S SUCCESSORS IN INTEREST OR TO PURSUE ANY SUIT OR ACTION IN CONNECTION WITH THE ENFORCEMENT OR COLLECTION OF AMOUNTS THAT MAY BECOME OWING OR PAYABLE UNDER OR ON ACCOUNT OF INSURANCE MAINTAINED BY LANDLORD.

26.10 Estoppel Certificates. At any time and from time to time but within ten (10) business days after prior written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord, promptly upon request, a certificate certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which Rent and other sums payable under this Lease have been paid; (c) that no written notice of any default has been delivered to Landlord which default has not been cured, except as to defaults specified in said certificate; (d) that there is no event of default under this Lease or an event which, with notice or the passage of time, or both, would result in an event of default under this Lease, except for defaults specified in said certificate; and (e) such other matters as may be reasonably requested by Landlord, Landlord's lender, or any future or prospective Lender. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgage or beneficiary under any deed of trust of the Property. Tenant's failure to deliver such a certificate within such time will be conclusive evidence of the matters set forth in it.

26.11 Severability. If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

26.12 Written Amendment Required. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant.

26.13 Entire Agreement. This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant. No agreements, understandings, promises or representations, except as contained in this Lease, have been made or relied upon by either party hereto in connection with this Lease, the condition or the manner of operating the Premises or the Building. If the Tenant is presently a tenant under a lease with the Landlord for the Premises (an "Existing Lease") as of the date of this Lease, the term of such Existing Lease shall terminate immediately prior to the commencement of the Term hereunder, and Tenant shall have no right to exercise any option(s) under any such Existing Lease from and after the date hereof.

26.14 Captions. The captions of the various articles and sections of this Lease are for convenience only

and do not necessarily define, limit, describe or construe the contents of such articles or sections.

26.15 Landlord's Default. Landlord shall be in default in the performance of any obligation required to be performed by Landlord under the Lease if Landlord has failed to perform such obligation within thirty (30) days after the receipt of notice from Tenant specifying in detail Landlord's failure to perform; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) calendar days are required for its performance, Landlord shall not be deemed in default if it shall commence such performance within thirty (30) days and thereafter diligently pursues the same to completion.

26.16 Authority. Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so.

26.17 Brokers. Landlord and Tenant respectively represent and warrant to each other that neither party has consulted or negotiated with any broker or finder with regard to the Premises except the Broker(s) outlined in the Fundamental Lease Provisions. Landlord and Tenant will indemnify the other against and hold the other harmless from any claims for fees or commissions from anyone with whom either party has consulted or negotiated with regard to the Premises except the Broker(s) named herein. Landlord has agreed to compensate the Brokers identified in the Fundamental Lease Provisions pursuant to a separate written agreement.

26.18 Intentionally Deleted.

26.19 Registered Agent. Landlord hereby specifically designates Corporation Service Company whose address is 100 Shockoe Slip, 2nd Floor, Richmond Virginia 23219 as Landlord's agent for the purpose of service of any process, notice, order or demand required, or permitted by law, to be served upon Landlord. Notwithstanding the foregoing, any notices or other documents required to be delivered or furnished to Landlord pursuant to all other provisions of this Lease shall also be sent to Landlord in accordance with the notice provisions of this Lease.

26.20 Events of "Force Majeure" shall include strikes, riots, acts of God, shortages of labor or materials, war, governmental law, regulations or restrictions and any other cause whatsoever that is beyond the control of Landlord or a Covid-19/Pandemic Force Majeure Event (as hereafter defined) ("Force Majeure"). A "Covid-19/Pandemic Force Majeure Event" is a binding order issued by the President of the United States, County Council of Fairfax County, Virginia, the Governor of the Commonwealth of Virginia, or other governmental authority of the jurisdiction in which the Building is located regarding Covid-19 that prevents the Landlord and/or Tenant from being open and operating or from completing the Tenant's Work as defined in the Work Agreement. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, such party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to events of Force Majeure; provided; however, except as expressly provided herein, Force Majeure events shall not delay a party's obligation to make payments hereunder.

26.21 Parking.

26.21.1 During the Lease Term, Landlord agrees to make available to Tenant twenty-eight (28) parking spaces (based upon a ratio equal to 3.2 parking spaces for each one thousand (1,000) square feet of rentable square feet of Premises) (each a "Parking Space" and collectively, the "Parking Spaces") for the parking of standard-sized passenger automobiles in the parking area for the Building ("Parking Lot") on a non-exclusive, unassigned, first-come, first-served basis. The parties agree to update the amount of available parking spaces to Tenant as a result of any change in the size of the Premises, due to a remeasurement or otherwise. Except as otherwise provided herein, no specific Parking Spaces will be allocated for use by Tenant or any other Parking Lot users unless Landlord determines in its sole discretion that some or all parking spaces shall be reserved parking spaces; provided, however Landlord shall always provide 28 Parking Spaces to Tenant free of charge. The charge for such reserved parking spaces shall be the prevailing rate charged from time to time by Landlord or the operator

of the parking lot. Landlord hereby reserves the right from time to time to designate any portion of the Parking Lot to be used exclusively by visitors and patrons to the Building or other tenants. The foregoing notwithstanding, by notice to Landlord prior to the Rent Commencement Date, Tenant shall have the right to convert six (6) of the twenty-eight (28) Parking Spaces as reserved and designated for the exclusive use of Tenant's visitors and patients at a cost of One Hundred Dollars (\$100.00) per month per reserved Parking Space, which amount shall be abated for the first 12 months following the Rent Commencement Date, which shall be paid to Landlord by Tenant at the same time and in the same manner as Base Monthly Rent or as otherwise directed by Landlord.

26.21.2 Tenant agrees that it and its employees shall observe reasonable safety precautions in the use of the Parking Lot and shall at all times abide by all rules and regulations promulgated by Landlord and the parking lot operator governing its use. Tenant's employees having the use of monthly parking permits shall be required to display an identification or parking sticker at all times in all cars parked in the Parking Lot. Any car not displaying such a sticker may be towed away at the car owner's expense. In addition, Landlord's and Tenant's use of the parking lot shall be subject to all applicable laws and regulations.

26.21.3 Tenant agrees that the Landlord does not assume any responsibility for, and shall not be held liable for, the performance by the Parking Lot operator of any agreement between Tenant and such operator (if any), any damage or loss to any automobiles parked in the Parking Lot or to any personal property located therein, or for any injury sustained by any person in or about the Parking Lot.

26.22 OFAC Compliance: As an inducement to Landlord to enter into this Lease, Tenant hereby represents and warrants that: (i) Tenant is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "Prohibited Person"); (ii) Tenant is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, Tenant (and any person, group, or entity which Tenant controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, including without limitation any assignment of this Lease or any subletting of all or any portion of the Premises or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation. In connection with the foregoing, it is expressly understood and agreed that (x) any breach by Tenant of the foregoing representations and warranties shall be deemed a default by Tenant under this Lease, (y) Tenant shall be responsible for ensuring that all assignees of this Lease and all subtenants or other occupants of the Premises comply with the foregoing representations and warranties, and (z) the representations and warranties contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of this Lease.

Section 27. Exhibits.

27.01 The Exhibits referenced in the Table of Contents of this Lease and as attached hereto are incorporated herein as part of this Lease. Landlord reserves the right to amend or make additions to both the Construction Rules and Regulations and/or the Building Rules and Regulations from time to time.

Section 28. Renewal Option.

28.01 Provided Tenant is not in default of the Lease after notice to Tenant and the expiration of the applicable cure period, either at the time of exercise of this option or upon the commencement of the Extended Term(s) (as hereinafter defined): Tenant shall have the option to renew (herein the "**Option to Renew**") the Lease

for two (2) additional five (5) year terms ("Extended Term") on the same terms, covenants and conditions of this Lease except that the Base Rent payable by Tenant during each such Extended Term shall be the prevailing market rate for comparable medical office space in comparable buildings within a ten (10) mile radius of the Building taking into account the "market" concessions then being typically provided by landlords in connection with renewals of Lease in comparable buildings, such as an improvement allowance rent abatement and reset of the Base Year) (the "Fair Market Rental"). Provided that the aforesaid conditions are met, Tenant may exercise its option by giving Landlord written notice at least twelve (12) months but not more than fifteen (15) months prior to the expiration of the initial term of this Lease. Once Tenant exercises an Option to Renew as set forth above, Tenant may not revoke said notice and shall be deemed to have renewed the lease for the entire Extended Term. If Tenant shall fail to timely exercise an aforesaid Option to Renew then Landlord shall notify Tenant in writing of the same ("Landlord Renewal Notice") and if Tenant does not exercise its renewal right within 15 days after Landlord's Renewal Notice, all rights of Tenant to the Extended Term(s) hereof shall be of no further force or effect.

Within thirty (30) days following Tenant's written notice to Landlord exercising its option, Landlord shall deliver to Tenant written notice of its determination of the Fair Market Rental. Tenant shall, within fifteen (15) days after Landlord's written determination, notify Landlord in writing whether Tenant (a) accepts Landlord's determination or (b) rejects Landlord's determination. In the event Tenant rejects Landlord's determination, Tenant shall submit in writing with such notification Tenant's own determination of the Fair Market Rental. In the event the parties are unable to agree upon the Fair Market Rental within thirty (30) days following Tenant's written notice to Landlord of Tenant's determination, then within fifteen (15) days after written request from the other party, Landlord and Tenant shall mutually designate an arbitrator whose determination of the Fair Market Rental shall be either the Fair Market Rental proposed by Landlord or the Fair Market Rental proposed by Tenant, but no other amount. The arbitrator's determination shall be final and binding upon Landlord and Tenant. If Landlord and Tenant fail to agree upon the choice of such arbitrator within said fifteen (15) day period, then either party may apply to the American Arbitration Association or any successor thereto having jurisdiction to designate an arbitrator. Such arbitrator shall have not less than ten (10) years' experience including work with commercial real estate disputes in the Washington, D.C. metropolitan area. The arbitrator so appointed shall select either the Fair Market Rental proposed by Landlord or the Fair Market Rental proposed by Tenant, but no other amount, and the arbitrator's determination shall be final and binding upon Landlord and Tenant. The costs and fees of the arbitrator making the determination as set forth above shall be divided equally between the Landlord and Tenant.

Within ten (10) days of the request of Landlord, Tenant shall execute and deliver an amendment to the Lease memorializing the Extended Term and the Base Rent payable during such period.

Section 29. Right of First Refusal.

29.01 Subject to the terms and conditions of this Section 29, Tenant shall have the ongoing right (the "Right of First Refusal") to lease any space on the third (3rd) floor (the "ROFR Space") in the event that Landlord enters into a term sheet, letter of intent, proposed lease or other occupancy agreement or other memorandum of understanding (collectively, an "LOI") expressing the terms upon which Landlord and a prospective tenant each agree to lease any portion of such space. If Landlord and a prospective tenant enter into an LOI for the ROFR Space, and provided that (i) this Lease is in force, (ii) at least two (2) full years then remain unexpired in the then operative term hereof (provided, however, that if Tenant then has an Extended Term remaining, Tenant may elect to irrevocably exercise the option for such Extended Term in order to comply with this requirement; it being agreed that the restriction on exercising such option prior to fifteen (15) months prior to the Lease Expiration Date being hereby waived), and (iii) Tenant is not then in default of the Lease after notice to Tenant and the expiration of any applicable cure period, then and in such event, Landlord will so notify Tenant in writing and will include in such notice (the "Expansion Offer Notice") the terms and conditions contained within the LOI. Tenant shall have fifteen (15) business days from receipt of the Expansion Offer Notice within which to notify Landlord in writing of: (x) Tenant's irrevocable acceptance of such offer (the "Expansion Acceptance Notice") to add all of the ROFR Space to the Premises upon the terms and conditions set forth in the LOI provided that the term of the

lease for the ROFR Space will correspond with the term of this Lease. If Tenant timely sends the Expansion Acceptance Notice, Landlord will prepare and deliver an amendment to the Lease demising to Tenant the ROFR Space and accurately memorializing the terms and conditions applicable to the ROFR Space as set out in the Expansion Offer Notice and no other terms or conditions (the "ROFR Expansion Amendment"). Tenant agrees to execute the ROFR Expansion Amendment and return same to Landlord within ten (10) days after Landlord sends same to Tenant and if Tenant executes and returns same timely as aforesaid, Landlord will execute and deliver to Tenant a counterpart original of the ROFR Expansion Amendment. If Tenant fails to timely execute and deliver the Expansion Acceptance Notice and/or the ROFR Expansion Amendment (or is precluded hereunder from doing so), then in any such event all of Tenant's rights under this Section with respect to the applicable ROFR Space shall terminate, and Landlord shall be free to lease that space to the prospective tenant set forth in the LOI.

29.02 Notwithstanding the foregoing, if (i) Tenant was entitled to exercise a Right of First Refusal but failed to deliver an Expansion Acceptance Notice within the ten (10) business day period, and (ii) thereafter prior to entering into a lease (or leases) for such ROFR Space either (x) Landlord proposes to lease the respective ROFR Space to a prospective tenant on terms that are "materially more favorable" than those set forth in the ROFR Notice previously delivered to Tenant, then Tenant's rights shall be revived and Tenant shall once again have a Right of First Refusal with respect to the respective ROFR Space. For purposes hereof, the terms offered to a prospective tenant shall be deemed to be "materially more favorable" from those set forth in the ROFR Notice if there is a reduction of more than five percent (5%) in the "bottom line" cost per rentable square foot of the ROFR Space to the prospective tenant, when compared with the "bottom line" cost per rentable square foot for the ROFR Space under the ROFO Notice, determined by considering all of the economic terms of both proposals, respectively, including, among other relevant factors, the fixed rent, the tax and expense escalation, the additional rent, any free rent periods, tenant improvement allowances or build outs and any other concessions and allowances.

Section 30. Tenant Special Cancel Right.

A. Tenant shall have the one-time right ("Tenant's Special Cancel Right"), in Tenant's sole discretion, to terminate this Lease effective on the date that is the last day of the seventh (7th) Lease Year (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. For purposes hereof, the Lease Termination Fee shall be the amount equal to (i) an amount equal to the unamortized costs then remaining as of the Vacate Date based upon a recovery period of 120 months and computed on a straight line, seven percent (7%) interest basis of the "Lease Costs" (as hereinafter defined). "Lease Costs" shall mean the sum of the brokerage commissions incurred in connection with this Lease, the amount of the Rent Abatement during the Abatement Period described in Article I.K and the Allowance to which Tenant is entitled under Exhibit A-1 attached hereto and the reasonable legal expenses incurred in the preparation of this Lease. Landlord shall deliver to Tenant evidence of the brokerage commissions and legal expenses incurred in the preparation of this Lease within 30 days of the Lease Commencement Date.

Section 31. Latent Defects. Landlord shall repair any latent defects in the Premises or the Building that are Landlord's obligation to perform under this Lease and, as applicable, Landlord shall ensure that the Premises and/or the Building are returned to a good and workmanlike condition as soon as reasonably practicable after such

latent defect(s) become apparent and are repaired, all at Landlord's sole cost and expense. Landlord shall indemnify and hold harmless Tenant from and against all claims, costs, damages, losses, demands and liabilities incurred by Tenant as a result of such latent defect(s). The term "latent defect" as used herein shall mean any latent or inherent defect in the Building, including any Building systems, which defect is attributable to:

- a) defective design of the Building;
- b) defective workmanship or materials in connection with the construction of the Building; and/or
- c) negligent supervision in the construction of the Building and/or the installation of any items within the Building, but Landlord shall not be responsible for the repair obligations of Tenant or other tenants or occupants of the Building.

Section 32. Waiver of Consequential Damages. Except as provided in Section 20.1 (Holdover) above, each of Landlord and Tenant waive the right to seek any and all special, consequential, indirect or punitive damages.

Section 33. Exclusivity. Landlord warrants that during the Lease Term, it will not lease (nor suffer or permit any assignment or sublease of) any space in the Building to another adult medicine and geriatric primary care or urgent care provider or group..

[Signature page follows]

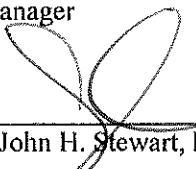
IN WITNESS WHEREOF, Landlord has hereunto executed this Lease by its duly authorized Manager and Tenant has caused its name to be hereunto subscribed and Tenant has hereunto set its hand and seal, or has caused its corporate name to be hereunto subscribed and attested by it duly authorized officer as the case may be as of the day and year first above written.

WITNESS:

LANDLORD:

**SIP / CREF 6849 OLD DOMINION LLC,
a Delaware limited liability company**

By: SIP 6849 OLD DOMINION LLC
a Maryland limited liability company,
its Manager

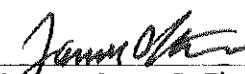
By:  _____ (SEAL)
John H. Stewart, Manager

WITNESS:

TENANT:

**JOHNS HOPKINS COMMUNITY PHYSICIANS, INC.,
a Maryland not-for-profit corporation**

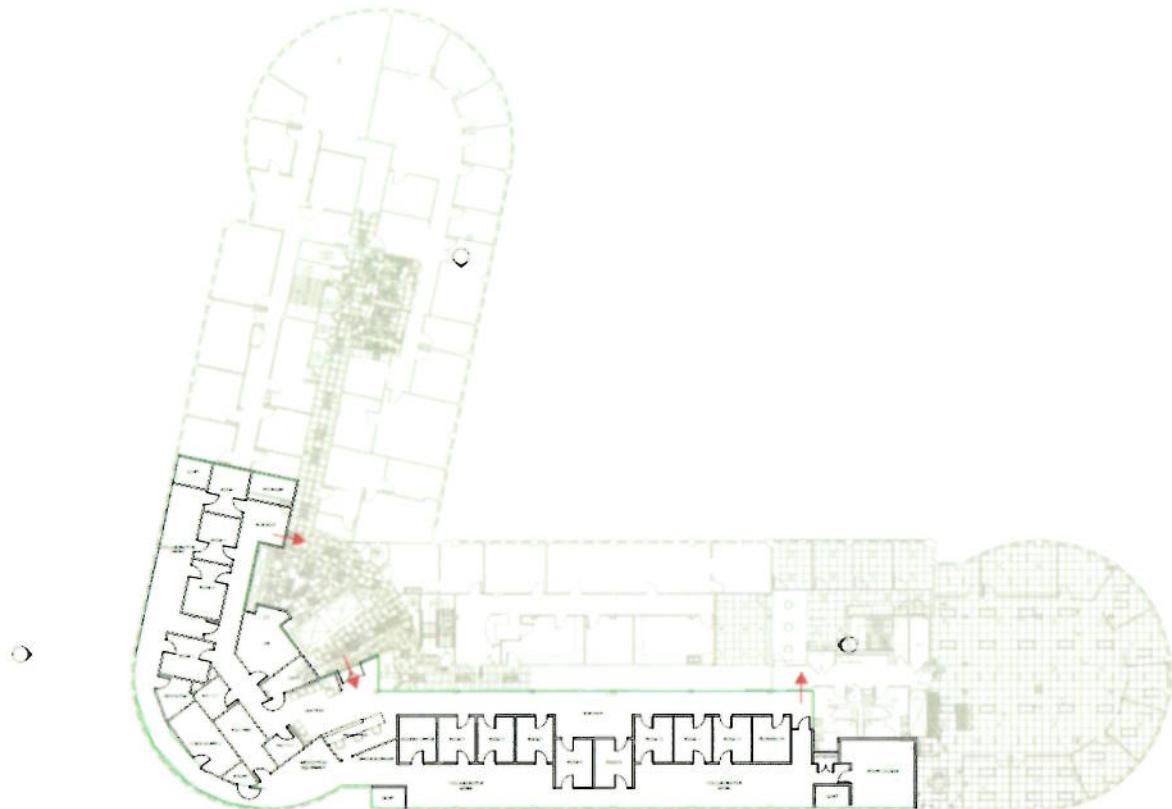
Mary C. Wallner

By:  _____ (SEAL)
Name: James S. Clauter
Title: Vice President - Finance, CFO

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SIGNATURE PAGE TO DEED OF LEASE

EXHIBIT A
DESCRIPTION OF PREMISES



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Exhibit A, Page 1

EXHIBIT A-1

WORK AGREEMENT

A. Plans.

1. This Work Agreement sets forth the obligations of Landlord and Tenant with respect to the preparation of the Premises for Tenant's occupancy. All improvements described in this Work Agreement to be constructed in and upon the Premises by Landlord are hereinafter referred to as the "Landlord Work." Landlord shall enter into a direct contract for the Landlord Work with a general contractor selected by Landlord. In addition, Landlord shall have the right to select any subcontractor(s) used in connection with the Landlord Work. All other improvements shall be constructed by Tenant (the "Tenant Work") at Tenant's sole cost and expense, subject to the application of the Allowance, in accordance with plans and specifications (the "Tenant Plans") that shall be approved by Landlord in writing. Landlord will provide reasonably detailed reasons for any disapproved aspect of submitted plans and specifications. Such Tenant Plans shall include without limitation the following:
 - (i) not used;
 - (ii) Final schematic floor plan and equipment floor plan, together with related information for mechanical, electrical and plumbing design work, showing partition arrangement and reflected ceiling plans (three (3) sets), including without limitation the following information: (a) Floor Plan at minimum 1/4" = 1'0" scale; (b) Elevations; (c) Identification of all materials to be used in the construction of the Premises; (d) Identification and location of any items which would exceed 100 lbs. per sq. ft. loading (i.e. deposit safes and mechanical equipment); (e) Reflected ceiling plan;
 - (iii) after the Tenant's Work is finally completed, as built plans in CAD format, plus three (3) reproducible sets, and
 - (iv) Final architectural detail and working drawings, finish schedules and related plans (three (3) reproducible sets) including without limitation the following information and/or meeting the following conditions: (a) materials, colors and designs of wall coverings, floor coverings and window coverings and finishes; (b) paintings and decorative treatment required to complete all construction; (c) complete, finished, detailed mechanical, electrical, plumbing and structural plans and specifications for the Tenant Improvements (as defined below), including but not limited to the fire and life safety systems and all work necessary to connect any special or non-standard facilities to the Building's base mechanical systems; (d) all final drawings and blueprints must be drawn to an appropriate scale as reasonably determined by the Landlord.
2. The "Landlord Work" shall consist solely of the following: None – The Premises are being delivered in "as-is" condition.
3. Notwithstanding anything to the contrary set forth herein, or in the Lease, Tenant shall not perform or request approval for any work which would: (1) require changes to structural components of the Building (other than the exterior design of the Building other than the Exterior Sign); (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 Tenant Improvements or with the occupancy of the Building as a

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professional office building. Tenant shall not oppose or delay changes required by any governmental agency affecting the construction of the Building and/or the Tenant Work in the Premises.

4. Landlord agrees to provide to Tenant an allowance with respect to the construction of improvements upon the Premises in an amount not to exceed Seventy-Five Dollars (\$75.00) per rentable square foot of the Premises (the "Allowance"). Such Allowance shall be first applied to the cost of (i) Construction Oversight Fee, as defined below, then to (ii) any costs attributed to county, jurisdictional or state related improvements required to be made to the Premises or Building which arise due to Tenant's Plans, work contemplated, or caused by the filing for permit(s) on behalf of Tenant or related to the Premises, and then to (iii) actual construction costs (materials and labor) and design costs of Tenant's Work (all such total costs hereinafter collectively referred to as "Tenant Improvement Costs"). Tenant may use up to ten percent (10%) of the Allowance toward the costs of telephone and computer systems, cabling and wiring, and movable furniture or for any other use desired by Tenant ("Cabling and Equipment Costs"). To the extent that any of the Allowance remains after payment of Tenant Improvement Costs and the Cabling and Equipment Costs, Tenant will not be entitled to any payment or credit on account of the excess. Payment of the Allowance will be made, within thirty (30) days following the last to occur of Tenant's moving in to the 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 Tenant's Work has been completed in accordance with the Tenant 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 Work Agreement exhibit shall be deemed to be Alterations for purposes of this Lease and all terms and conditions contained the Alterations section of this lease shall also apply to this Work Agreement provided, however Tenant is not required to remove any portion of the Tenant's Work upon expiration or termination of the Lease.
5. In the event Tenant elects to utilize Landlord's construction management services, Tenant will enter into a separate agreement with Landlord and Johns Hopkins Real Estate and the amount stated therein will be considered the Construction Oversight Fee. In the event Tenant does not utilize Landlord's construction management services, the maximum amount of the fees payable to Landlord for review of Tenant's Work shall be \$2,500, which fee shall be considered the Construction Oversight Fee.

B. Construction.

1. **Selection of General Contractor.** Once Landlord has approved the Tenant Plans, Tenant shall submit the Tenant Plans to contractors agreed upon and approved by Tenant and Landlord. Tenant shall select the contractor ("Contractor") which will undertake construction of the Tenant Work.
2. **Construction By Contractor.** In undertaking the Tenant Work, the Contractor shall comply with the following conditions:
 - a. No work involving or affecting the Building's structure or the plumbing, mechanical, electrical or life/safety systems of the Building shall be undertaken without (i) the prior written approval of Landlord, in its sole discretion, (ii) the supervision of Landlord's building engineer, the actual cost of which supervision shall be borne by Tenant; (iii) compliance by Tenant and the Contractor with the insurance requirements set forth below; and (iv) compliance by Tenant and the Contractor with all of the terms and provisions of this Work Agreement;
 - b. Prior to the initiation of any of the Tenant Work, Tenant or Contractor shall post a performance bond or provide to Landlord other evidence satisfactory to Landlord, in its sole discretion, of the Contractor's ability to finish the Tenant Work;

- c. All Tenant Work shall be done in strict conformity with (i) the final approved Tenant's Plan; (ii) all applicable codes and regulations of governmental authorities having jurisdiction over the Building and the Premises; (iii) valid building permits and other authorizations from appropriate governmental agencies. Any work not acceptable to the appropriate governmental agencies or not reasonably satisfactory to Landlord shall be promptly replaced at Tenant's expense. Notwithstanding any failure by Landlord to object to any such work, Landlord shall have no responsibility therefore.

3. Insurance Requirements.

- a. The Contractor shall not commence the Tenant Work until it has obtained all the insurance required hereunder from insurance companies which are licensed to do business in the jurisdiction in which the Building is located and have been approved by Landlord, nor shall the Contractor allow any subcontractor to commence any portion of the Tenant Work until all insurance required of the subcontractor has been so obtained and approved. The Contractor and each subcontractor shall maintain all insurance required under this subparagraph until final acceptance of the Tenant Work. The following are the minimum insurance coverages:

(1) Worker's Compensation and Employer's Liability Insurance:

Worker's Compensation - Statutory amounts and coverage as required by laws of the place where the Building is located.

Employer's Liability - \$500,000.00 per occurrence or statutory amounts whichever is higher.

(2) Commercial General Liability Insurance:

Public Liability: Including Premises/Operations, Elevator, Products, Completed Operations, Contractual Coverage, Independent Contractor's Liability, Broad Form Property Damage and Personal Injury with policy naming Tenant as additionally insured. Two Million Dollars (\$2,000,000.00) aggregate.

Bodily and Personal Injury Liability and Property Damage Liability: Including XCU (Explosion, Collapse and Underground Damage). Two Million Dollars (\$2,000,000.00) aggregate

(3) Comprehensive Automobile Liability Insurance:

Including owned, non-owned, and hired vehicles. One Million Dollars (\$1,000,000.00) combined single limit.

- b. Certificates of insurance shall be filed with the Landlord and Tenant. Any certificate filed with the Landlord or Tenant which shall be found to be incomplete or not according to form, will be returned as unsatisfactory. Rejected certificates of insurance shall be corrected as necessary and resubmitted until approved.
- c. Each insurance policy shall contain an endorsement stating that the insurance company will not, prior to the completion of the Tenant Work or any policy expiration date shown on the policy and certificate, whichever occurs first, terminate the policy or change any coverage therein without first mailing to the Landlord and Tenant, by registered mail, written notice of such action at least thirty (30) days prior to the termination indicated.
- d. Contractor shall agree and will require each subcontractor to agree to assist in every manner possible

in the reporting and investigation of any accident, and upon request, to cooperate with all interested insurance carriers in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit.

- e. Failure to secure the insurance coverages, or failure to comply fully with any of the insurance provisions of this Work Agreement, or failure to secure such endorsements on policies as may be necessary to carry out the terms and provisions of the construction contract, shall in no way act to relieve Contractor from obligations of the construction contract.
 - f. The Commercial General Liability policy shall name Landlord and Mortgagee, if any, as an additional insured.
 - g. Depending on the scope of work to be performed at the Premises, Landlord shall have the right to require increased limits or broader coverages as Landlord reasonably deems appropriate.
4. **Permits and Licenses.** Unless otherwise directed by Landlord in writing, Tenant shall procure, at Tenant's sole cost and expense, all permits and licenses deemed necessary by Landlord to undertake the Tenant Work and, upon completion of the Tenant Work, to occupy the Premises, any required certificate of occupancy.
 5. **Inspection.** Landlord is authorized to make such inspections of the Premises during construction as it deems necessary or advisable.
 6. **Indemnification.** Except to the extent of Landlord's negligence or willful misconduct, Tenant shall indemnify Landlord and hold it harmless from and against all claims, injury, damage or loss (including attorneys' fees) sustained by Landlord as a result of the undertaking by Tenant and the Contractor of the Tenant Work in the Premises.
 7. **Not Used.**
 8. **Special Requirements Regarding Mechanical, Engineering and Plumbing ("MEP") Contractors:**

The Landlord's architect and MEP engineer shall be designated by Landlord from time to time and will be available to assist Tenant with the design of improvements and infrastructure within the Premises and to provide guidance regarding the Building, all at Tenant's expense (or subject to the Allowance described above). In the event MEP plans are required, all such plans shall be drafted, produced and coordinated by Landlord's MEP engineer at Tenant's expense (or subject to the Allowance described above).

9. **Freight Elevator.** Landlord agrees that it will make available to Tenant, at no cost to Tenant, during the performance of the Tenant's Work and all other installations by Tenant for the initial improvements in the Premises all use of the freight elevator, access to loading docks, utilities (utilities on a 24/7 basis) and HVAC (during standard Building hours) for all purposes of construction of the Tenant's Work and for performance of the all other installations by Tenant for the Tenant Improvements and move-in into the Premises. All contractors and subcontractors for the Tenant's Work and any other installations by Tenant shall be permitted to park in the Building's garage, if any or parking lot at no cost during the construction and move-in period.

EXHIBIT B

CONSTRUCTION RULES AND REGULATIONS

1. Unless otherwise directed in writing by Landlord, Landlord will obtain permits (at Tenant's expense) prior to the start of any work subject to the terms of the Work Agreement.
2. Tenant and/or the general contractor will post the building permit on a wall of the construction site while work is being performed.
3. Public area corridors, carpet, elevator cabs and flooring are to be protected by durable runners or a series of walk-off mats in the main Building lobby, elevator and all corridors leading to the Premises under construction.
4. Additional walk-off mats are to be provided at all interiors and exterior entrance doors. Elevator pads and protective floor coverings shall be used at all times to protect all other common areas.
5. Contractors will remove their trash and debris Monday through Thursday after 8:00 p.m. or before 7:00 a.m. and after 5:00 p.m. or before 7:00 a.m. on Fridays or before 9:00 a.m. or after 1:00 p.m. Saturdays and Contractors shall be permitted to use the elevator(s) to haul materials only on Monday through Thursday after 8:00 p.m. or before 7:00 a.m. and after 5:00 p.m. or before 7:00 a.m. on Fridays or before 9:00 a.m. or after 1:00 p.m. Saturdays. Building trash containers are not to be used for construction debris. Landlord reserves the right to bill Tenant for any cost incurred to clean up debris left by the general contractor or any subcontractor. Further, the building staff is instructed to hold the driver's license of any employee of the contractor while using the freight elevator to ensure that all debris is removed from the elevator. Landlord's prior written approval must be obtained for all dumpsters.
6. No utilities (electricity, water, gas, plumbing) or services to the tenants or Building are to be cut off or interrupted without first having requested, in writing, and secured, in writing, the permission of Landlord or Landlord's Agent.
7. No electrical services are to be put on the emergency circuit, without specific written approval from Landlord.
8. When utility meters are installed, the general contractor must provide the property manager with a copy of the operating instructions for that particular meter.
9. Contractors or personnel will use the loading area designated by Landlord for all deliveries and will not use the loading area for vehicle parking.
10. Landlord is to be contacted by Tenant when work is completed for inspection. All damage to the Building will be determined at that time and all costs to repair any damage will be payable by Tenant as Additional Rent per the Lease.
11. All key access, fire alarm work, or interruption of security hours must be arranged (at least 48 hours to the scheduled work) with the Landlord's building engineer or Agent.
12. All workers are required to wear a shirt, shoes, and full length trousers.
13. Public spaces — corridors, elevators, bathrooms, lobby, etc. — must be cleaned immediately after use. Construction debris or materials found in public areas will be removed at Tenant's cost.
14. All construction materials or debris must be stored within the project confines or in an approved lock-up.

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15. There will be no alcohol or controlled substances allowed or tolerated on the Property.
16. The general contractor and Tenant shall be responsible for all loss of their materials and tools and shall hold Landlord harmless for such loss and from any damages or claims resulting from the work.
17. Contractors must strictly follow all applicable laws.
18. Elevator(s) in the Building may not be used during business hours for any purpose other than normal passenger/tenant elevator use. Construction activities that create excess noise (in the Landlord's reasonable discretion) all core drilling, core x-rays, or other such disturbances shall be performed during non-building hours and shall be scheduled in writing with Landlord's Agent at least 48 hours prior to commencing any such work. Non-building hours for the purposes hereof shall mean any hours other than between the hours of 7:00 a.m. and 8:00 p.m., Monday through Thursday; 7:00 a.m. and 5:00 p.m. Friday, and between 9:00 a.m. and 1:00 p.m. Saturday of each week, except Recognized Holidays.
19. All work shall be coordinated with the Landlord's Agent.
20. No work shall be commenced until after Landlord has approved contractor and contractor's insurance certificates.
21. All Tenant construction work shall be confined to its respective Premises. This includes all equipment, tools, materials, etc. At no time shall any tenant unload his materials, tools, etc., into any other space without written approval of Landlord.
22. Common Areas shall not be used by Tenant or by the Tenant's contractors without written approval of Landlord.
23. All Tenant's space shall be kept clean and free of hazardous conditions. Compliance with all O.S.H.A. Safety Regulations is mandatory.
24. Any dirt or debris caused by contractors outside the Premises must be promptly cleaned.
25. All tools, equipment or construction materials left outside of Tenant's space shall become the property of the Landlord.
26. All construction activities such as jackhammering and "shot" type mechanical fasteners which create excessive or explosive type noises shall be performed at least thirty (30) minutes prior to or after normal business hours, as established by Landlord.
27. No one, other than Landlord's approved contractor shall be on the roof or do any type of work affecting the roof unless so specified in writing from the Landlord. The cost of such work shall be borne by Tenant.
28. Tenant shall not attach or cause to be attached to any wall or structural member any equipment that may, by virtue of its size or weight, cause structural damage. Tenant shall not exceed a loading as set forth in the plans and specifications for the floor of the Center and shall not do anything that might in any way affect the structural integrity of the building.
29. Should Tenant's interior partitioning cause changes or alteration in the fire protection sprinkler system, such changes and alterations shall be made by Landlord's contractors at Tenant's expense.
30. If required by any applicable statute, law, regulation and/or ordinance or if appropriate, as determined by Landlord, a smoke and/or heat detector shall be installed in Tenant's space, at Tenant's expense. The smoke and/or heat detector shall be connected to the central system if such control system is available by Landlord's

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contractor at Tenant's expense.

EXHIBIT C

BUILDING RULES AND REGULATIONS

1. No part or the whole of the sidewalks, entrances, passages, elevators, vestibules, stairways, corridors or halls of the Building shall be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from the space demised to such tenant.
2. No awnings or other projections shall be attached to the outside walls or windows of the Building. No curtains, blinds, shades, or screens (other than those furnished Landlord as part of Landlord's Work) shall be attached to or hung in, or used in connection with, any window or door of the Building or the space demised to any tenant. If consent is given by Landlord for any shades or draperies, the surface facing outside the Building shall be in accordance with a color scheme approved by Landlord.
3. No sign, advertisement, object, flag, numbers, notice, symbol or lettering shall be exhibited, inscribed, painting or affixed on any part of the outside or inside of the space demised to any tenant or on the Building or in any window visible from the exterior of the Building. Interior signs on doors, corridors and directory tablets, if any, shall be inscribed, painted, or affixed for each tenant by Landlord, at tenant's expense, and shall be of a size, color, and style approved by Landlord, at Landlord's sole discretion.
4. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, vestibules, or other public parts of the Building without prior written consent of the Landlord. Landlord consents to Tenant placing lab specimen "pick up" boxes in the halls immediately outside the entrance to the Premises provided such boxes are properly secured and maintained and in compliance with applicable law.
5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances (including, without limitation, coffee grounds) shall be thrown therein. All damage resulting from any misuse of the plumbing fixtures shall be borne by the tenant who, or whose agents, employees, visitors, licensees, contractors or suppliers' shall have caused such damage.
6. No tenant, nor any of its agents, employees, visitors, licensees, contractors, or suppliers shall at any time bring or keep upon the Premises any inflammable, combustible or explosive fluid, chemical or substance, and tenant shall obey fire regulations and procedures governing the leased space and the Building.
7. No tenant shall mark, paper, paint, bore into, make any alterations or additions, or in any way deface any part, including equipment and fixtures, of the leased space or the Building of which it forms a part, without the prior written consent of Landlord. No wires shall be installed except in conduits, ducts or outlets established for that purpose, unless prior written consent of Landlord has been obtained. If any tenant desires to install any floor covering other than carpeting, subject to the prior consent of Landlord, such floor covering shall be installed in accordance with the manufacturer's specifications.
8. No bicycles or vehicles of any kind shall be brought into or kept in or about the leased space or the Building, with the exception of the parking areas in an area designated by Landlord. No cooking shall be done or permitted by any tenant in the leased space, without the prior written consent of the Landlord, provided, however, that the heating, refrigerating and preparing of beverages and light snacks shall be permitted if there are appropriate facilities and equipment for such purpose and subject to the prior written consent of Landlord. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or emanate from the leased space.

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9. Neither the whole nor any part of the space demised to any tenant shall be used for manufacturing, for the storage of merchandise, or for the sale at auction of merchandise, goods, or property unless approved, in writing, by Landlord.
10. No tenant shall make, or permit to be made, any unseemly or disturbing noise or disturb or interfere with other tenants or occupants of the Building or neighboring buildings or leased space whether by the use of any musical instrument, radio, television set, or other audio device, unmusical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors, windows, skylights, or down any passageways or stairs.
11. No additional locks shall be placed upon any doors or windows of the leased space, nor any changes made in the existing locks or the mechanism thereof without approval of the Landlord or Building Management and Landlord shall be provided with copies of all keys for any door(s) within the Premises with locking capability. Doors opening onto public corridors from leased space shall be kept closed during business hours and locked when the leased space is unattended. All door keys whether furnished by Landlord or otherwise procured for offices and bathrooms shall be delivered to Landlord upon termination of the tenancy, and in event the loss of any such keys, such tenant shall pay Landlord the reasonable cost of replacement keys. An additional charge by the Landlord to Tenant shall be made for all keys in excess of two for each door opening onto a public corridor from any leased space.
12. All moving of safes, freight, furniture or bulky matter of any description, to and from the leased space, shall only take place in the elevator at times during which the elevator protective padding is in place within the elevator, passageways or stairs, and during the hours designated by Landlord. There shall not be used in any space, or in the public halls of the Building, either by the tenant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and sides guards.
13. No tenants shall use or occupy or permit any portion of the space demised to such tenant to be used or occupied as an employment bureau or for the storage, manufacture, or sale of liquor, narcotics or drugs. No tenant shall engage or pay any employees in the Building, except those actually working for such tenant in the Building, nor advertise for laborers giving an address at the Building.
14. Not used.
15. No tenant shall purchase or contract for waxing, rug shampooing, Venetian blind washing or interior glass washing, furniture polishing, servicing of lamps other than Building Standard lamps, removal of any garbage from any dining or eating facility, or for towel service in the leased space except from contractors, companies or persons approved by the Building Management.
16. Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally, including, without limitation, the right to exclude from the Building all hours other than other than between the hours of 7:00 a.m. and 8:00 p.m., Monday through Thursday; 7:00 a.m. and 5:00 p.m. Friday, and between 9:00 a.m. and 1:00 p.m. Saturday of each week, except Recognized Holidays, all persons who do not identify themselves satisfactorily to Landlord. Each tenant shall be responsible for maintaining with Building Management and up-to-date list of such tenant employees and for giving reasonable advance notice to the Building Management of invites expected outside of regular business hours and tenant shall be liable to Landlord for all acts of such persons.
17. Each tenant, before closing and leaving the space demised to such tenant at any time, shall see that all doors are locked and all lights turned off.
18. No space demised of any tenant shall be used, or permitted to be used, for lodging or sleeping or for any immoral or illegal purpose.

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19. The requirements of tenants will be attended to only upon application at the office of Landlord. Building employees shall not be required to perform, and shall not be requested by any tenant to perform, any work outside of their regular duties, unless under specific instructions from the office of Landlord or the Building Management.
20. Canvassing, soliciting, and peddling in the Building are prohibited, and each tenant shall cooperate to prevent the same.
21. No animals, except for service animals, of any kind shall be brought into or kept about the Building by any tenant.
22. Employees of Landlord other than those expressly authorized are prohibited from receiving any packages or other articles delivered to the Building for any tenant and, should any such employee receive any such package or article, he or she in so doing shall be the agent of such tenant and not Landlord.
23. No tenant shall install or permit or allow installation of a television antenna or satellite dish on the roof, in the windows or upon the exterior of the leased space or the Building, without the prior written consent of the Landlord.
24. Safes and other heavy metal objects shall not be positioned or installed by any tenant until size and location are approved in writing by the Building Management.
25. No tenant shall tie in, or permit others to tie in, to the electrical or water supply on the Premises without prior written consent of the Building Management.
26. No tenant shall remove, alter or replace the Building Standard ceiling light diffusers in any portion of the leased space without the prior written consent of Landlord.
27. Office areas, lobbies, corridors and public restrooms are cleared Monday through Friday after 5:00 PM. Cardboard boxes or items not in normal trash receptacles must be clearly identified as trash and placed in a convenient location for proper pick-up by the janitorial staff.
28. Except for purposes of emergency, notices, posters, or advertising media will not be permitted to be affixed in the elevators, elevator lobbies, main lobbies, windows, corridors or exterior of the Building without Landlord's prior written consent.
29. Landlord will furnish and install fluorescent tubes and light bulbs for the Building Standard fixtures only. For special fixtures Tenant will stock its own bulbs which will be installed by Landlord when so requested by Tenant at Tenant's expense.
30. Landlord does not maintain and repair suite finishes or fixtures which are non-standard; such as kitchens, bathrooms, wallpaper, special lights, etc. However, should the need for maintenance or repairs arise, Landlord will, upon Tenant's request, arrange for the work to be done at Tenant's expense, subject to the Alterations section of the Lease.
31. Business machines and mechanical equipment belonging to Tenant which can cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree to be objectionable to Landlord or to any tenant in the Building shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration.
32. No vending machines shall be permitted to be placed or installed in any part of the Building by any tenant

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without the prior written consent of Landlord. Landlord reserves the right to place or install vending machines in any of the common areas of the Building.

33. Landlord reserves the right to rescind, amend, alter or waive any of the foregoing Rules and Regulations at any time when, in its judgment, it deems it necessary, desirable or proper for its best interest and for the best interests of the tenants, and no such rescission, amendment, alteration or waiver of any rule or regulation in favor of one tenant shall operate as an alteration or waiver in favor of another tenant. Landlord shall not be responsible to any tenant for the non-observance or violation by any other tenant of any of these Rules and Regulations.
34. Tenant shall immediately notify the Building Management of any breakage, sickness, fire or disorder which comes to its attention in its Premises or any of the common areas of the Building.
35. Medical offices engaged in the practice of generating Hazardous Waste, said waste requiring special containers and or handling, shall provide for removal of same, at their cost and expense, in a manner appropriate to all legal requirements now existing or that may, in the future, be enacted.
36. Tenant shall not place any boxes or containers typically used in the practice of medicine (i.e. specimen, lab analysis) in the Building corridor or on any doors to the Premises without the prior written consent of the Landlord.
37. Landlord's employees are prohibited as such from receiving any packages or other articles delivered to the Building for Tenant and that should any such employee receive any such packages or articles, Tenant agrees that the employee shall do so only as the agent of Tenant and not of Landlord.
38. For purposes of these Rules and Regulations the Building Management shall mean the duly designated representative of Landlord to manage the Building.
39. There shall be no smoking in the Building or on any land associated with the Building or property surrounding the Building.

EXHIBIT D
COMMENCEMENT DATE CERTIFICATE

This Commencement Date Certificate is entered into by Landlord and Tenant pursuant to Section 2.02 of the lease.

1. **DEFINITIONS.** In this certificate the following terms have the meanings given to them:

- (a) Landlord: SIP / CREF 6849 OLD DOMINION, LLC
- (b) Tenant: JOHNS HOPKINS COMMUNITY PHYSICIANS, INC.
- (c) Lease: Lease Agreement dated _____ between Landlord and Tenant.
- (d) Premises: Suite _____
- (e) Building Address: 6849 OLD DOMINION DRIVE, McLean, VA 22101

2. **CONFIRMATION OF LEASE COMMENCEMENT:** Landlord and Tenant confirm that notwithstanding anything in the Lease to the contrary, the Lease Commencement Date is _____ and the Lease Expiration Date is _____.

Landlord and Tenant have executed this Commencement Date Certificate as of the dates set forth below.

WITNESS:

LANDLORD:

**SIP / CREF 6849 OLD DOMINION LLC,
a Delaware limited liability company**

By: SIP 6849 OLD DOMINION LLC
a Maryland limited liability company,
its Manager

By: _____ (SEAL)
Name: John H. Stewart, Manager
Date: _____

WITNESS:

TENANT:

**JOHNS HOPKINS COMMUNITY PHYSICIANS, INC.,
a Maryland not-for-profit corporation**

By: _____ (SEAL)
Name: _____
Date: _____

EXHIBIT E

EXTERIOR SIGNAGE

channel letters

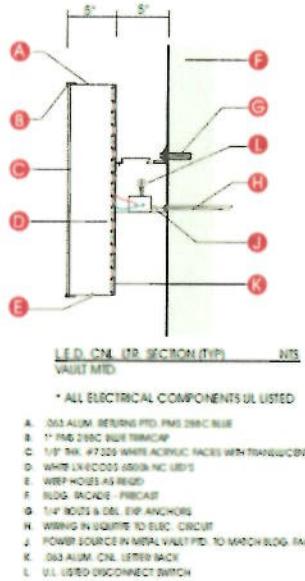


Johns Hopkins Medicine

Direct Mount LED face lit channel letters



This sign is intended to be installed in accordance with the requirements of Article 600 of the current National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



SIGN IS WIRED FOR 120 VOLTS UNLESS OTHERWISE SPECIFIED

JackStoneSigns

8121 Penney Drive, Landover, MD 20785 / phone (301) 362-5883 / fax (301) 362-6657

JACKSTONESIGNS.COM

CUSTOMER	Johns Hopkins Medicine
ADDRESS	6489 Old Dominion Rd
CITY	McLean
STATE	VA 22101
TELE. NAME	Building Sign

DRW. NO.	0000
SCALE	as noted
DATE	3/2/2021
DESIGNER	BMB
CONTACT	Renee

REVISIONS

Note: This drawing is an original design created by JackStone Signs, and is protected by copyright laws. It may not be reproduced without written permission, except as permitted in any written design agreement from JackStone Signs Company. This drawing remains the property of JackStone Signs Company unless otherwise specified in the original design agreement.

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Exhibit E, Page 1

EXHIBIT F
INTENTIONALLY DELETED

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EXHIBIT G
JANITORIAL SPECIFICATIONS

Exterior Daily Functions

A. ASHTRAYS AND URNS. All ashtrays and urns are to be located 25 feet from the building entrance or opening and will be emptied only into approved metal containers. Pick up ashtray by placing the palm of the hand over the top of the tray. If heat is felt, the contents of the tray must be thoroughly soaked before emptying to prevent fire. They will be wiped clean and dry. Sift all sand urns nightly. Supply and replace sand as necessary to maintain a neat appearance. All designated smoking areas will be policed daily and swept nightly.

WASTE RECEPTACLES. All waste receptacles will be emptied, and returned to their original locations. The liner will be replaced when necessary, no less than once per week, with all liners fitting neatly and with a minimum of overhang. No trash bag should ever be placed directly on carpet. A mat or liner should always be used to protect carpet from stains. Trash containers will be periodically washed, for appearance and sanitation. If applicable, all surfaces will be damp wiped to remove streaks and runs as needed. All trash, including labeled recyclable materials (where applicable), will be deposited in the bulk trash compactor located in the loading dock. Doors on the compactor will be kept closed when not in use. Any spills during the collection of trash will be cleaned immediately (inside or outside the building) and related stains will be washed/shampooed as required. Recycling containers will be provided for the Contractor's use. Recycling will comply with the rules and regulations established by the County of Fairfax, Virginia.

B. ELEVATOR.

Lobbies. Elevator hardware and elevator doors will be cleaned and wiped dry. Elevator tracks will be kept clean of dirt and debris. Cleaning materials will be approved by Owner for any bronze or brass elevator doors and frames. Contractor will be held responsible for any damage to metal surfaces.

Door Tracks and Frames. Elevator door tracks and frames will be cleaned and polished, keeping them free of dirt and debris.

Flooring. Elevator carpets will be vacuumed thoroughly. Spot cleaning of spills and stains will be performed daily. Elevator carpets will be shampooed as needed. Hard surface floor coverings will be damp mopped, and spray buffed.

Walls. Elevator panels will be damp wiped to remove dust, soil, and smudges. Polished metal, control surfaces, and handrails will be wiped dry and shined.

C. ENTRANCE AREAS. All glass doors and side panels will be cleaned and dry shined on both sides. Smudges and fingerprints will be wiped from all metal hardware on all doors.

D. ENTRANCE MATS. Fabric coated entrance mats will be vacuumed. Rubber, vinyl, and door mat inserts will be swept or brushed with recessed catch basins being cleaned of all debris.

E. EXTERIOR GROUNDS. Keep sidewalks, steps, walks, and around planters swept and free of debris in parking deck and around building entrances. Mop exterior paver tiles at building

entrances. Remove all cigarette butts on a nightly basis. Police storm drain grilles and ventilation grilles as needed.

F. EXTERIOR STAIRWAYS. All exterior stairwells, steps and landings will be swept and all trash and debris removed. Handrails, fire extinguishers, signage, piping, etc. will be detail cleaned.

G. EXTERIOR STRUCTURE. Exterior glass at building entrances will be spot cleaned. Exterior patio furniture shall have dirt, pollen, dust and debris removed nightly and all tables wiped down.

Exterior Area as Necessary Functions

A. SIGNAGE. Clean interior and exterior signage free of dust, debris, fingerprints, etc. on an as needed basis.

B. SNOW REMOVAL. Contractor will be responsible for the removal of seasonal snow and ice accumulation from sidewalks, building entrances, parking decks and all areas of foot traffic around the immediate exterior of the buildings.

Common Area Daily Functions

A. BREAKROOM / RESTAURANT / CAFETERIA. Dining area including tables and counter tops will be wiped and carpet vacuumed. Table and chair legs will be dusted and walls will be kept clean. Vending machines and exterior of appliances will be wiped as needed.

B. CARPETS. All carpet in tenant space and common area will be vacuumed using HEPA filters thoroughly to protect vulnerable building occupants. Care will be taken to avoid damaging furniture, baseboards, and walls. Contractor will not be responsible for the removal of staples in the carpet. Spot clean carpet on an as needed basis.

C. ELEVATOR LOBBIES. Elevator hardware and elevator doors will be cleaned and wiped dry. Elevator tracks will be kept clean of dirt and debris. Cleaning materials will be approved by Owner for any bronze or brass elevator doors and frames. Contractor will be held responsible for any damage to metal surfaces.

D. ENTRANCE AREAS. All glass doors and side panels will be cleaned and dry shined on both sides. Smudges and fingerprints will be wiped from all metal hardware on all doors.

E. FLAT SURFACE DUSTING. All flat surfaces under six feet will be dusted with a soft, treated dust cloth. These areas will include, but not be limited to, desks, tables and other furniture, file cabinets, ledges, shelves, sills, and any other flat surfaces. Dusting of desktops will be limited to areas free of work papers. Desks that are covered with work papers will not be dusted. Horizontal surfaces of chairs will be dusted and fabric upholstered surfaces will be spot whisked. All chairs will be replaced in their proper position to maintain an orderly appearance.

F. GLASS. All inner office glass panels are to be spot cleaned to remove any fingerprints and smudges. Building and tenant entrance doors will be cleaned inside and out, around handles, knobs and panic bars to remove soil smudges and fingerprints up to 72" in height. The glass over the directory will also be cleaned the same frequency as the doors. The remainder of the glass will be spot cleaned as necessary.

G. HARD SURFACE FLOOR CLEANING. All tile, marble, wood, parquet, and other floor surfaces throughout the building, including stock rooms, kitchenettes, and break areas, will be dust mopped and thoroughly damp mopped to maintain a clean and stain-free appearance. Remove any gum, tar, etc., adhering to floor surfaces.

H. HARDWARE. Lobby hardware, including metal directory surfaces, elevator hardware, and metal door handles, panic bars, metal baseboards, push plates, and kick plates will be wiped with a dry treated cloth to remove fingerprints and smudges. These areas will also be buffed with a dry cloth to achieve a shiny surface. Painted or polished metal railings will be kept free of dust and smudges by wiping with a dry cloth.

I. INTERIOR STAIRWELL DETAILING. All stairwells, steps, and landings will be swept, dust mopped and thoroughly damp mopped to maintain a clean stain free appearance. Handrails, fire extinguishers, signage, piping, etc. will be detail cleaned. Spot clean walls as needed.

J. LOW DUSTING. Furniture legs, chair rungs, structural and furniture ledges, door louvers, windowsills, wood paneling, vinyl or wood base molding and other low areas will be dusted with a treated cloth.

K. MARBLE / GRANITE WALLS. Marble/granite wall areas, from floor to ceiling, shall be kept clean and free of streaks.

L. WOOD DOORS. All exterior and interior wood doors, including frames & hinges, will be wiped down.

M. WASTE RECEPTACLES. All waste receptacles will be emptied, and returned to their original locations. The liner will be replaced when necessary, no less than once per week, with all liners fitting neatly and with a minimum of overhang. If applicable, all surfaces will be damp wiped to remove streaks and runs as needed. All trash, including labeled recyclable materials (where applicable), will be removed to a designated area. Recycling containers will be provided for the Contractor's use.

N. PLANTERS. Remove debris and polish all interior planters.

O. WATER FOUNTAINS. Water fountain dispensing areas and bowls will be washed with a disinfectant solution and dry shined to insure a clean, healthy condition. The sides of the metal housing unit will be wiped with a damp cloth to remove streaks and runs.

Common Area Weekly Functions

A. CARPET EDGING. Detailed edge vacuuming will be performed around all baseboards, furniture edges, and in hard-to-reach places.

B. HARD SURFACE FLOOR PREVENTATIVE. Tile areas of composition floors will be spray buffed. All hard surface floors will be machine scrubbed and refinished as needed to maintain a deep shine and scratch-free appearance.

C. HIGH DUSTING. Clean vents, heating and air conditioning grills including surrounding wall and ceiling areas, picture frames, wall hangings, and ledges above six feet. Lights are to be thoroughly dusted with a treated duster which is able to reach high areas, or a dust cloth. In service and basement areas, dust exposed pipes, ducts, and conduit.

- D. METALWORK. Horizontal surfaces of anodized exterior doors and window framework below eighty-four inches will be dusted with a dry cloth.
- E. TELEPHONES. All telephones, including elevator handsets, will be sanitized and wiped dry.
- F. DESKS AND CHAIRS. All chairs will be dusted on a weekly basis. Desks will be polished weekly if requested by tenant and only in accordance with tenant's or manufacturer's instructions.
- G. BLINDS AND SILLS. Window blinds and sills will be dusted weekly. Washing of the blinds may be required on an as needed basis. Sill will be washed and polished weekly. Any personal items on the sills will not be moved.
- H. OUTSIDE ENTRANCES. Entrance mats will be shampooed weekly.
- I. ELEVATORS. All elevator walls will be thoroughly dusted and cleaned with a damp cloth. Carpets will be vacuumed and spots removed. Carpets will be shampoo cleaned on a regular schedule.

Common Area Monthly Functions

- A. INTERIOR STAIRWELL DETAILING. All stairwells, steps, and landings will be swept, dust mopped and thoroughly damp mopped to maintain a clean stain free appearance. Handrails, fire extinguishers, signage, piping, etc. will be detail cleaned. Spot clean walls as needed.

Common Area Quarterly Functions

- A. WALLS. Wall surfaces around light switches, doorknobs, handrails, and other traffic areas are to be spot cleaned.

Common Area as Needed Functions

- A. CARPET CLEANING. Carpets in common areas will be extracted as part of a preventative/corrective program on an as needed basis. Alternate methods to clean areas may be used if approved by Building Management. Carpet cleaning in tenant areas will be on a "charge for service" basis.
- B. ENTRANCE MATS. Fabric coated entrance mats will be vacuumed. Rubber, vinyl, and door mat inserts will be swept or brushed with recessed catch basins being cleaned of all debris.
- C. HARD SURFACE FLOOR MAINTENANCE. Hard surface floors will be stripped, sealed, and refinished as often as needed to maintain a deep shine and scratch-free appearance. Any necessary repair to floor surfaces due to negligence of cleaning Contractor shall be the sole responsibility of the Contractor.
- D. SIGNAGE. Clean interior and exterior signage free of dust, debris, fingerprints, etc. on an as needed basis.
- E. UPHOLSTERED FURNITURE. All upholstered furniture will be vacuumed with the proper attachments.

Restroom Daily Functions

- A. COMMODES AND URINALS AND DRAINS. Commodes and urinals will be cleaned and sanitized inside and out. Sanitizing will be performed using an approved disinfecting agent. Bright metal surfaces will be dry shined. Drains will be kept free of debris and deodorized as needed.
- B. HARDWARE. Lobby hardware, including metal directory surfaces, elevator hardware, metal door handles, panic bars, metal baseboards, push plates, and kick plates will be wiped with a dry treated cloth to remove fingerprints and smudges. These areas will also be buffed with a dry cloth to achieve a shiny surface. Painted or polished metal railings will be kept free of dust and smudges by wiping with a dry cloth.
- C. MIRRORS AND LIGHTS. Wash and polish all mirrors with a non-scratch disinfectant and dry shine. Burned out light bulbs will be reported to the property management company.
- D. STALL PARTITIONS. All stall partitions will be damp cleaned using approved disinfectant cleanser. Special attention will be given to urinal partitions.
- E. ENTRANCE DOORS. All entrance doors, including stops, jambs and frames will be cleaned. Any stainless steel will be polished.
- F. RESTROOM FLOORS. Floors will be swept free of loose paper and debris. Floors will be wet mopped with a detergent disinfectant solution using a scraper or steel wool to remove adherents. Carpet will be vacuumed in traffic areas and spot cleaned as needed to remove spillage or stains. Remove any gum, tar, etc., adhering to floor surfaces.
- G. RESTROOM PAPER PRODUCTS AND SUPPLIES. Re-stock all restrooms with supplies, including toilet tissue, toilet seat covers, hand soap, paper towels, and sanitary products. Tissue rolls should feed over the top and should be replaced when 3/4 empty. No extra rolls should be left in the stall. Fill soap dispensers and keep them clean and polished. All dispensers shall be maintained to assure proper working order.
- H. RESTROOM / BREAKROOM SINKS. Sinks will be cleaned and sanitized. Bright metal surfaces including faucets, grab bars, dispensers and flushometers, will be cleaned with a non-scratch disinfectant and will be dry shined. Vanity surfaces will be damp wiped and sanitized.
- I. RESTROOM/SHOWER WALLS. Walls and doorframes will be spot cleaned to remove water splashes, runs, soap, fingerprints, mildew, and smudges.
- J. RESTROOM WASTE RECEPTACLES. All waste receptacles will be emptied and wiped clean. The liner will be replaced to maintain a clean and orderly appearance. Sanitary napkin disposal containers will be emptied, sanitized, and wiped dry. The wax paper liner will be replaced. If applicable, all metal housing units will be damp wiped to remove streaks and runs. All sanitary napkin containers will be emptied, damp cleaned with an approved disinfectant cleanser and provided with a new paper bag liner.
- K. TRAPS AND FLOOR DRAINS. All floor drains, including shower drains, must remain free from odor at all times. Water will be poured down into drains daily to ensure vapor seals.

Restroom Monthly Functions

- A. HARD SURFACE FLOOR PREVENTATIVE. Tile areas of composition floors will be spray buffed. All hard surface floors will be machine scrubbed and refinished as needed to maintain a deep shine and scratch-free appearance.
- B. HIGH DUSTING. Clean vents, heating and air conditioning grills including surrounding wall and ceiling areas, picture frames, wall hangings, and ledges above six feet. Lights are to be thoroughly dusted with a treated duster which is able to reach high areas, or a dust cloth. In service and basement areas, dust exposed pipes, ducts, and conduit.
- C. LOW DUSTING. Furniture legs, chair rungs, structural and furniture ledges, door louvers, windowsills, wood paneling, vinyl or wood base molding and other low areas will be dusted with a treated cloth.
- D. RESTROOM STALL PARTITIONS. Partition walls will be wiped down and sanitized on both sides and shall be left in a non-streaked condition. Partition tops will be dusted.
- E. WOOD DOORS. All exterior and interior wood doors, including frames & hinges, will be wiped down.

Loading Dock Daily Functions

- A. ASHTRAYS AND URNS. All ashtrays will be emptied only into approved metal containers. Pick up ashtray by placing the palm of the hand over the top of the tray. If heat is felt, the contents of the tray must be thoroughly soaked before emptying to prevent fire. They will be wiped clean and dry. Sift all sand urns nightly. Supply and replace sand as necessary to maintain a neat appearance. All designated smoking areas will be policed daily and swept nightly.
- B. HARDWARE. Lobby hardware, including metal directory surfaces, elevator hardware, and metal door handles, panic bars, metal baseboards, push plates, and kick plates will be wiped with a dry treated cloth to remove fingerprints and smudges. These areas will also be buffed with a dry cloth to achieve a shiny surface. Painted or polished metal railings will be kept free of dust and smudges by wiping with a dry cloth.
- C. DUMPSTERS AND COMPACTORS. All trash, (non-recyclables, if applicable), and debris shall be placed in dumpsters and/or compacted in compactors. Disinfect and deodorize around this area as needed. Keep area around the dumpster free of debris. Sweep, hose down, or mop entire area as needed. Contractor shall be responsible of notifying, in writing, the Owner of any malfunction of equipment and of deficient or insufficient service requirements. Construction material should never be placed in compactor.
- D. LOADING DOCKS. The entire area shall be kept free of trash and debris. Keep entire area swept including walk-off mats. Hose down or mop entire area, disinfect, and deodorize as needed. Keep all floor surfaces clean, including truck area and ramp. Pressure wash as needed.

Loading Dock Weekly Functions

- A. HIGH DUSTING. Clean vents, heating and air conditioning grills including surrounding wall and ceiling areas, picture frames, wall hangings, and ledges above six feet. Lights are to be thoroughly dusted with a treated duster which is able to reach high areas, or

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a dust cloth. In service and basement areas, dust exposed pipes, ducts, and conduit.

B. LOW DUSTING. Furniture legs, chair rungs, structural and furniture ledges, door louvers, windowsills, wood paneling, vinyl or wood base molding and other low areas will be dusted with a treated cloth.

C. WALLS. Wall surfaces around light switches, doorknobs, handrails, and other traffic areas are to be spot cleaned.

D. WOOD DOORS. All exterior and interior wood doors, including frames & hinges, will be wiped down.

E. TELEPHONES. All telephones, including elevator handsets, will be sanitized and wiped dry.

Tenant Suite Daily Functions

A. BREAKROOM / RESTAURANT/CAFETERIA. Dining area including tables and counter tops will be wiped and carpet vacuumed. Table and chair legs will be dusted and walls will be kept clean. Vending machines and exterior of appliances will be wiped as needed.

B. CARPETS. All carpet in tenant space and common area will be vacuumed thoroughly. Care will be taken to avoid damaging furniture, baseboards, and walls. Contractor will not be responsible for the removal of staples in the carpet. Spot clean carpet on an as needed basis.

C. FLAT SURFACE DUSTING. All flat surfaces under six feet will be dusted with a soft, treated dust cloth. These areas will include, but not be limited to, desks, tables and other furniture, file cabinets, ledges, shelves, sills, and any other flat surfaces. Dusting of desktops will be limited to areas free of work papers. Desks that are covered with work papers will not be dusted. Horizontal surfaces of chairs will be dusted and fabric-upholstered surfaces will be spot whisked. All chairs will be replaced in their proper position to maintain an orderly appearance.

D. GLASS. All inner office glass panels are to be spot cleaned to remove any fingerprints and smudges. Building and tenant entrance doors will be cleaned inside and out, around handles, knobs and panic bars to remove soil smudges and fingerprints up to 72" in height. The glass over the directory will also be cleaned the same frequency as the doors. The remainder of the glass will be spot cleaned as necessary.

E. HARDWARE. Lobby hardware, including metal directory surfaces, elevator hardware, and metal door handles, panic bars, metal baseboards, push plates, and kick plates will be wiped with a dry treated cloth to remove fingerprints and smudges. These areas will also be buffed with a dry cloth to achieve a shiny surface. Painted or polished metal railings will be kept free of dust and smudges by wiping with a dry cloth.

F. HARD SURFACE FLOOR CLEANING. All tile, marble, wood, parquet, and other floor surfaces throughout the building, including stock rooms, kitchenettes, and break areas, will be dust mopped and thoroughly damp mopped to maintain a clean and stain-free appearance. Remove any gum, tar, etc., adhering to floor surfaces.

G. RESTROOM / BREAKROOM /EXAM ROOM SINKS. Sinks will be cleaned and sanitized. Bright metal surfaces

including faucets, grab bars, dispensers and flushometers, will be cleaned with a non-scratch disinfectant and will be dry shined. Vanity surfaces will be damp wiped and sanitized.

H. TELEPHONES. All telephones, including elevator handsets, will be sanitized and wiped dry.

I. WASTE RECEPTACLES. All waste receptacles will be emptied, and returned to their original locations. The liner will be replaced when necessary, no less than once per week, with all liners fitting neatly and with a minimum of overhang. If applicable, all surfaces will be damp wiped to remove streaks and runs as needed. All trash, including labeled recyclable materials (where applicable), will be removed to a designated area. Recycling containers will be provided for the Contractor's use.

J. WATER FOUNTAINS. Water fountain dispensing areas and bowls will be washed with a disinfectant solution and dry shined to insure a clean, healthy condition. The sides of the metal housing unit will be wiped with a damp cloth to remove streaks and runs.

Tenant Suite Weekly Functions

A. HARD SURFACE FLOOR PREVENTATIVE. Tile areas of composition floors will be spray buffed. All hard surface floors will be machine scrubbed and refinished as needed to maintain a deep shine and scratch-free appearance.

B. LOW DUSTING. Furniture legs, chair rungs, structural and furniture ledges, door louvers, windowsills, wood paneling, vinyl or wood base molding and other low areas will be dusted with a treated cloth.

C. PLANTERS. Remove debris and polish all interior planters.

D. WALLS. Wall surfaces around light switches, doorknobs, handrails, and other traffic areas are to be spot cleaned.

E. WOOD DOORS. All exterior and interior wood doors, including frames & hinges, will be wiped down.

F. MIRRORS. Wash and polish all mirrors with a non-scratch disinfectant and dry shine.

Tenant Suite Monthly Functions

A. BLINDS. All window and door blinds will be dusted thoroughly with a treated duster or cloth that is able to reach high areas.

B. CARPET EDGING. Detailed edge vacuuming will be performed around all baseboards, furniture edges, and in hard-to-reach places.

C. HIGH DUSTING. Clean vents, heating and air conditioning grills, including surrounding wall and ceiling areas, picture frames, wall hangings, and ledges above six feet. Lights are to be thoroughly dusted with a treated duster which is able to reach high areas, or a dust cloth. In service and basement areas, dust exposed pipes, ducts, and conduit.

D. UPHOLSTERED FURNITURE. All upholstered furniture will be vacuumed with the proper attachments.

Tenant Suite as Needed Functions

- A. HARD SURFACE FLOOR MAINTENANCE. Hard surface floors will be stripped, sealed, and refinished as often as needed to maintain a deep shine and scratch-free appearance. Any necessary repair to floor surfaces due to negligence of cleaning Contractor shall be the sole responsibility of the Contractor.
- B. VACANT SPACE. Clean and vacuum spaces one time upon move out of tenant.
- C. SIGNAGE. Clean interior and exterior signage free of dust, debris, fingerprints, etc. on an as needed basis.
- D. SUPPLIES. All supplies required for the effective cleaning and maintenance of the building as stated in these specifications will be supplied by the Contractor at its expense. Detailed specifications of all supplies are to be provided to the Owner by the Contractor, and said supplies are to be approved by the Owner prior to purchase by the Contractor. All plastic bags used in the nightly collection of trash from the buildings will be furnished by the Contractor. SRP reserves the right to manage the procurement of supplies and plastic. Contractor will remain responsible for management of inventory.

Passenger / Freight Elevator Daily Functions

A. ELEVATOR.

Door Tracks and Frames. Elevator door tracks and frames will be cleaned and polished, keeping them free of dirt and debris.

Flooring. Elevator carpets will be vacuumed thoroughly. Spot cleaning of spills and stains will be performed daily. Elevator carpets will be shampooed as needed. Hard surface floor coverings will be damp mopped, and spray buffed.

Walls. Elevator panels will be damp wiped to remove dust, soil, and smudges. Polished metal, control surfaces, and handrails will be wiped dry and shined.

B. HARDWARE. Lobby hardware, including metal directory surfaces, elevator hardware, metal door handles, panic bars, metal baseboards, push plates, and kick plates will be wiped with a dry treated cloth to remove fingerprints and smudges. These areas will also be buffed with a dry cloth to achieve a shiny surface. Painted or polished metal railings will be kept free of dust and smudges by wiping with a dry cloth.

C. TELEPHONES. All telephones, including elevator handsets, will be sanitized and wiped dry.

EXHIBIT H
OPERATING EXPENSE EXCLUSIONS

Notwithstanding anything to the contrary in the definition of Operating Expenses set forth above, Operating Expenses shall not include any of the following (and in the event of any conflict between any of the other provisions of this Lease and this subparagraph, the provisions of this subparagraph shall prevail):

- (a) Costs of repairs, restoration, replacements or other work (1) covered by insurance required to be carried by Landlord under this Lease; or (2) for which Landlord is entitled to reimbursement, whether or not collected, from third parties; or (3) paid by the proceeds of any condemnation award;
- (b) Leasing commissions, consultants' fees or commissions, accounting fees, attorneys' fees, costs, rent concessions, disbursements and other expenses incurred in connection with negotiating and entering into leases with tenants (including Tenant), other occupants, or prospective tenants or other occupants of the Building, or similar costs incurred in connection with disputes with tenants (including Tenant), other occupants, or prospective tenants, (except those reasonable and customary attorneys' fees for enforcing rules and regulations), or similar costs and expenses incurred in connection with negotiations or disputes with consultants, management agents, purchasers or mortgagees of the Building;
- (c) Allowances, concessions and other costs and expenses, including permit, license, design, space planning, and inspection costs, incurred in completing, fixturing, furnishing, renovating or otherwise improving, decorating, painting or redecorating space for tenants (including Tenant), prospective tenants or other occupants and prospective occupants of the Building, or vacant, leasable space in the Building;
- (d) Costs incurred in connection with the original construction of the Building (including any related "tap fees" or one-time lump sum sewer or water connection fees);
- (e) Payment of principal, interest, points or fees or other finance charges made on any mortgage or other debt instrument (whether secured or unsecured) encumbering all or any portion of the Building or the Property and ground rent payable with respect to any ground or underlying lease or leases or easements;
- (f) Costs incurred in connection with the sale, mortgaging, pledging, refinancing, change of ownership or transfer of all or any portion of Landlord's interest in the Building, or Building equipment and/or Building improvements including, but not limited to, brokerage commissions, advertising and promotional expenses, consultant's, attorney's and accountant's fees, closing costs, title insurance premiums, transfer and other recordation taxes and interest charges or other charges incurred in connection with same;
- (g) Costs, fees, fines, interest, penalties, legal fees or costs of litigation incurred due to the late payments of taxes, utility bills and any other Operating Expense and other costs incurred by Landlord's failure to make such payments when due;
- (h) Landlord's general corporate overhead and general and administrative expenses not related to the operation of the Building;
- (i) Costs of a capital nature which are not to be included in Operating Expenses, including, without limitation, costs for alterations which are considered capital improvements and replacements and costs of capital improvements, capital repairs, capital equipment and capital tools (except for the

amortization, in accord with GAAP, of capital expenditures which are reasonably anticipated to reduce Operating Expenses during the term of this Lease provided that the annual amortized costs does not exceed the actual cost savings realized and the cost savings do not redound primarily to the benefit of any particular tenant);

- (j) Costs of a capital nature other than as permitted pursuant to Section 3.06.4 of the Lease;
- (k) Rentals for items (except when needed in connection with normal repairs and maintenance of permanent systems) which if purchased, rather than rented, would constitute a capital item that is specifically excluded in subsection (i) above;
- (l) Any rent that exceeds the fair market rental for Landlord's on-site management or leasing office, or any other offices or spaces of Landlord or any related entity;
- (m) Landlord's income and franchise taxes, special assessments and other business taxes except those business taxes which relate solely to the operation of the Building;
- (n) Costs of electricity and other services sold or provided to tenants in the Building and for which Landlord is entitled to reimbursement, whether or not collected, by such tenants as a separate, additional charge or rental, including, without limitation, costs or expenses of utilities directly metered to tenants of the Building and payable separately by such tenants or electric power costs for which any tenant directly contracts with the local public service company;
- (o) Moving expense costs of tenants of the Building;
- (p) Advertising and promotional costs and space planning costs and other costs and expenses associated with the leasing of the Building and the costs of signs in or on the Building identifying the owners of the Building or any tenant of the Building;
- (q) Rental for any space in the Building set aside for conference facilities, storage facilities or exercise facilities;
- (r) Costs incurred for any item to the extent that the costs are covered by a manufacturer's, materialman's, vendor's or contractor's service contract or warranty and paid by such manufacturer, materialman, vendor or contractor pursuant to the service contract or warranty (and, if not paid, which claim shall be diligently prosecuted by or on behalf of Landlord if Landlord determines that the costs of prosecution are reasonable in Landlord's prudent business judgment);
- (s) Non-cash items such as deductions for depreciation and amortization of the Building and the Building equipment;
- (t) Reserves for maintenance, repairs and replacements and bad debt reserves;
- (u) Costs incurred by Landlord for trustee's fees, partnership organizational expenses (including syndication and selling costs for partnership interests) and accounting fees, except accounting fees relating to the operation of the Building (exclusive of the incremental accounting fees to the extent incurred separately solely and exclusively to report operating results to the Building owners or lenders);
- (v) The cost of any special or extra heating, ventilating, air conditioning, janitorial or other special or extra services or work provided to tenants during other than normal business hours;

- (w) During any period in which the parking garage, if any, is managed by a third party garage manager, any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord in the parking garage of the Building, if any, or any utility costs of the parking garage, if any (including any area leased to any car rental enterprises);
- (x) All amounts which would otherwise be included in Operating Expenses which are paid to any affiliate or subsidiary of Landlord, or any representative, employee or agent of an affiliate or subsidiary of Landlord (or to Landlord), to the extent the costs of such services exceed the competitive rates for similar services of comparable quality (including any management fees in excess of 5% of gross rentals from the Building) rendered by persons or entities of similar skill, competence and experience;
- (y) Intentionally Deleted;
- (z) Political or charitable contributions;
- (aa) Costs arising from the presence or suspicion of the presence of Hazardous Substances including, but not limited to, costs incurred in connection with investigating, assessing, containing, encapsulating, removing or otherwise remediating or abating any Hazardous Substances or other forms of contamination from the Building or on or under the Land (*real property on which the Building is located*) or any part thereof (including, without limitation, ground water contamination), and any test or surveys obtained in connection therewith and any governmental action, proceeding, or order arising therefrom;
- (aa) Costs of purchasing or leasing sculpture, paintings or other objects of art;
- (bb) Any expenses incurred by Landlord for the use of any portions of the Building to accommodate events including, but not limited to shows, promotions, kiosks, displays, filming, photography, private events or parties, ceremonies, and advertising beyond the normal expenses otherwise attributable to providing Building services, such as lighting and HVAC to public portions of the Building in normal Building operations during standard Building hours of operation;
- (cc) Intentionally Deleted;
- (dd) Any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord;
- (ee) Intentionally Deleted;
- (ff) Costs incurred in connection with causing the Building to comply with disability, life, fire and safety codes, ordinances, statutes, or other laws in effect prior to the Commencement Date, including, without limitation, the Americans with Disabilities Act, including penalties or damages incurred due to such non-compliance;
- (gg) Costs arising from the negligence or fault of other tenants or Landlord or its agents;
- (hh) Costs (including in connection therewith all attorneys' fees and costs of settlement judgments and payments in lieu thereof) arising from claims, disputes or potential disputes in connection with potential or actual claims litigation or arbitrations pertaining to the Landlord and/or the Building and/or the Property;

- (ii) Costs associated with the operation of the business of the partnership or entity which constitutes Landlord as the same are distinguished from the costs of operation of the Building, including partnership or entity accounting and legal matters, costs of defending any lawsuits with any mortgagee (except as the actions of Tenant may be in issue), costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Building, costs of any disputes between Landlord and its employees (if any) not engaged in Building operation, or outside fees paid in connection with disputes with other tenants;
- (jj) Accounting fees, except directly related to Building operations;
- (kk) Any entertainment, dining or travel expenses for any purpose;
- (ll) Any flowers, gifts, balloons, etc. provided to any entity whatsoever, including, but not limited to, Tenant, other tenants, employees, vendors, contractors, prospective tenants and agents;
- (mm) Any "validated" parking for any entity;
- (nn) The cost of any magazine, newspaper, trade or other subscriptions except to the extent that the subscriptions are directly germane to the management of the Building;
- (oo) The cost of any training or incentive programs, other than for tenant life safety information services;
- (pp) The cost of any "tenant relations" parties, events or promotions not consented to in writing by an authorized representative of Tenant;
- (qq) The cost or payments associated with Landlord's obtaining air rights or development rights;
- (rr) The costs of installing, operating, and maintaining any specialty services operated by Landlord, including, but not limited to, any luncheon club, athletic facility, public meeting rooms, art galleries, concierge, or retail facility and the costs of installing, operating, maintaining or providing any services exclusively to any retail area or storage space, including, without limitation, trash collection, cleaning expenses, and utility charges;
- (ss) Earthquake insurance premiums and deductibles, unless customary in the Washington DC metropolitan area;
- (tt) Costs and expenses due to the termination or underfunding of any plan under ERISA or under any other law or regulation governing employee pension plans or other benefits;
- (uu) Costs incurred in connection with compliance with any present or future law, ordinance, rule or regulation pertaining to the use or existence of equipment employing chlorofluorocarbons or other potentially ozone-depleting substances;
- (vv) Intentionally Deleted;
- (ww) Costs associated with any improvement installed or work performed or any other cost or expense incurred by Landlord for the purpose of complying with the requirements for obtaining a certificate of occupancy for the Building or any space in the Building;
- (xx) Intentionally Deleted;

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- (yy) Any costs or expenses incurred prior to the Rent Commencement Date, except for those being amortized over a useful life;
- (zz) Intentionally Deleted;
- (aaa) Costs of Landlord or its managing agent's accountant incurred in connection with any audit performed for particular tenants;
- (bbb) Any costs or expenses (including, but not limited to, penalties, fees, fines or punitive damages) arising from Landlord's violation of any agreement to which Landlord is a party or to Landlord's violation of any applicable laws, ordinances, rules, regulations or orders (including, but not limited to, building, zoning, fire, life safety, and disability);
- (ccc) Takeover expenses of any kind or nature incurred by Landlord in connection with space located in another building or in connection with "recapturing" space in the Building;
- (ddd) Cost of insurance losses in excess of commercially reasonable deductibles;
- (eee) Intentionally Deleted;
- (fff) Intentionally Deleted;
- (ggg) Costs of additional insurance premiums for the Building due to the activities or operations of Landlord or due to the actions, use or operations of any specific tenant; and
- (hhh) Intentionally Deleted.

If any facilities, services or utilities used in connection with the Building are provided from another building that is owned or operated by Landlord or vice versa, the costs incurred by Landlord in connection therewith shall be allocated to Operating Expenses by Landlord on an equitable basis.

EXHIBIT I
SNDA

LEASE SUBORDINATION, NON-DISTURBANCE
OF POSSESSION AND ATTORNMENT AGREEMENT

This Lease Subordination, Non-Disturbance of Possession and Attornment Agreement (hereinafter, this "Agreement") is made as of the _____ day of _____, 2019, by and among EQUITRUST LIFE INSURANCE COMPANY, an Illinois domestic stock insurance company, having an address at 222 W. Adams Street, Suite 2150, Chicago, Illinois 60606, as lender (hereinafter, the "Lender"), SIP / CREF 6849 OLD DOMINION, LLC, a Delaware limited liability company, having an address at c/o Stewart Investment Partners, 7201 Wisconsin Avenue, Suite 505, Bethesda, Maryland 20814 (hereinafter, the "Landlord" or "Borrower"), and JOHNS HOPKINS COMMUNITY PHYSICIANS, INC., a Maryland not-for-profit corporation, having an address at 5801 Smith Ave #1100, Baltimore, MD 21209 (hereinafter, the "Tenant").

Introductory Provisions

A. Lender has or will be making and maintaining a loan (hereinafter, as amended, extended, increased, modified or otherwise in effect from time to time, the "Loan") established in accordance with that certain Loan Agreement dated as of the date hereof (hereinafter, as amended, restated, extended, increased, modified or otherwise in effect from time to time, the "Loan Agreement") by and between Lender and Borrower, and to be secured by, among other things, that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of the date hereof (hereinafter, as amended, restated, extended, increased, modified or otherwise in effect from time to time, the "Security Instrument") given by the Borrower covering a portion of the property located at 6849 Old Dominion Drive, McLean, Virginia 22101, more particularly described on Exhibit A hereto (hereinafter, the "Property").

B. Tenant is the tenant under that certain lease (hereinafter, the "Lease") dated as of _____, 20____, covering certain premises (hereinafter, the "Premises") at the Property as more particularly described in the Lease.

C. Lender requires, as a condition to the making and maintaining of the Loan, that the Security Instrument be and remain superior to the Lease.

D. Tenant requires as a condition to the Lease being subordinate to the Security Instrument that its rights under the Lease be recognized.

E. Lender, Landlord, and Tenant desire to confirm their understanding with respect to the Security Instrument and the Lease, as more particularly set forth below.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the understanding by Tenant that Lender shall rely hereon in making and maintaining the Loan, Lender, Landlord, and Tenant agree as follows:

1. Subordination. The Lease and the rights of Tenant thereunder are subordinate and inferior to the lien of the Security Instrument and any amendment, renewal, substitution, extension or replacement thereof and each advance made thereunder as though the Security Instrument, and each such

amendment, renewal, substitution, extension or replacement were executed and recorded, and the advance made, before the execution of the Lease.

2. **Non-Disturbance.** So long as Tenant is not in default (beyond any period expressed in the Lease within which Tenant may cure such default) in the payment of rent or in the performance or observance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed or observed, (i) Tenant's occupancy of the Premises shall not be disturbed, nor shall any of Tenant's rights under the Lease be altered (except as specifically provided in this Agreement), by Lender in the exercise of any of its rights under the Security Instrument during the term of the Lease, or any extension or renewal thereof made in accordance with the terms of the Lease, and (ii) Tenant shall not be named or joined as a party in any foreclosure, deed in lieu of foreclosure, or other sale to enforce the Security Instrument, except where required by law.
3. **Attornment and Certificates.** In the event Lender succeeds to the interest of Borrower as Landlord under the Lease, or if the Property or the Premises are sold pursuant to the power of sale under the Security Instrument, Lender, or a purchaser upon any such foreclosure sale shall notify Tenant of the same in writing and Tenant shall attorn to Lender, or a purchaser upon any such foreclosure sale, and shall recognize Lender, or such purchaser, thereafter as the Landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument. Tenant agrees, however, at no material expense, to execute and deliver at any time and from time to time, upon the request of any holder(s) of any of the indebtedness or other obligations secured by the Security Instrument, or upon request of any such purchaser, (a) any instrument or certificate which may be reasonably necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment, and (b) an instrument or certificate regarding the status of the Lease, consisting of factual statements, if true (and if not true, specifying in what respect), (i) that the Lease is in full force and effect, (ii) the date through which rentals have been paid, (iii) the duration and date of the commencement of the term of the Lease, (iv) whether there are any amendments or modifications to the Lease, (v) that, to Tenant's actual knowledge, no default, or state of facts, which with the passage of time, or notice, or both, would constitute a default, exists on the part of either party to the Lease, and (vi) the dates on which payments of additional rent, if any, are due under the Lease.
4. **Limitations.** If Lender exercises any of its rights under the Security Instrument, or if Lender shall succeed to the interest of Landlord under the Lease in any manner, or if any purchaser acquires the Property, or the Premises, upon or after any foreclosure of the Security Instrument, or any deed in lieu thereof, Lender or such purchaser, as the case may be, shall have the same remedies by entry, action or otherwise in the event of any default by Tenant (beyond any period expressed in the Lease within which Tenant may cure such default) in the payment of rent or in the performance or observance of any of the terms, covenants and conditions of the Lease on Tenant's part to be paid, performed or observed than Landlord had or would have had if Lender or such purchaser had not succeeded to the interest of the present Landlord. From and after any such attornment, Lender or such purchaser shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from and after such attornment to Lender, or to such purchaser, have the same remedies against Lender, or such purchaser, for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord, if Lender or such purchaser had not succeeded to the interest of Landlord; provided, however, that Lender or such purchaser shall only be bound during the period of its ownership, and that in the case of the exercise by Lender of its rights under the Security Instrument, or a foreclosure, or deed in lieu of foreclosure, all Tenant claims shall be satisfied only out of the interest, if any, of Lender, or such purchaser, in the Property (including any rent, income, sales proceeds, insurance proceeds and condemnation awards); but in

no event shall the officers, members, shareholders or employees of Lender or such purchaser have any personal liability), and Lender and such purchaser shall not be (a) liable for any act or omission of any prior landlord (including the Landlord); provided that the foregoing shall not limit any successor landlord's obligation to correct any conditions that existed as of the date of attornment and violate such successor landlord's obligations as landlord under the Lease; or (b) liable for or incur any obligation to perform any construction of the Property or any improvements of the Premises or the Property, except as expressly provided for in the Lease; or (c) subject to any offsets or defenses which Tenant might have against any prior landlord (including the Landlord) unless (1) such offset right is expressly provided in the Lease and (2) Tenant delivered to Lender prompt written notice of any underlying default giving rise to such offset right as required by Section 6 below; or (d) bound by any rent or additional rent which Tenant pays more than one month prior to the date required for payment in the Lease; or (e) bound by any amendment or modification of the Lease, made without Lender's prior written consent (which consent will not be unreasonably withheld, conditioned or delayed), except to the extent such consent is not required pursuant to Section 11 below; or (f) except any assignment or sublet permitted under the Lease as to which Landlord's consent is not required, bound by any assignment or sublet, made without Lender's prior written consent (which consent will not be unreasonably withheld, conditioned or delayed); or (g) bound by or responsible for any security deposit not actually received by Lender; or (h) liable for consequential damages.

5. **Rights Reserved.** Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of: (a) Landlord or any subsequent Landlord under the Lease, against Tenant in the event of any default by Tenant (beyond any period expressed in the Lease within which Tenant may cure such default) in the payment of rent or in the performance or observance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed or observed; or (b) Tenant under the Lease against the original or any prior Landlord in the event of any default by the original Landlord to pursue claims against such original or prior Landlord whether or not such claim is barred against Lender or a subsequent purchaser.
6. **Notice and Right to Cure.** Tenant agrees to use commercially reasonable efforts to provide Lender with a copy of each notice of default under the Lease given to Landlord by Tenant, at the same time as Tenant provides Landlord with such notice, and that in the event of any default by the Landlord under the Lease, Tenant will take no action to terminate the Lease (a) if the default is not curable by Lender (so long as the default does not interfere with Tenant's use and occupation of the Premises), or (b) if the default is curable by Lender, unless the default or failure remains uncured for a period of thirty (30) days after written notice thereof shall have been given, to Landlord at Landlord's address, and to Lender at the address provided in Section 7 below; provided, however, that if any such default or failure is such that it reasonably cannot be cured within such thirty (30) day period, so long as Lender commences the cure within the 30-day period and thereafter diligently pursues completion of the cure, such period shall be extended for such additional period of time as shall be reasonably necessary (in no event shall such cure period exceed ninety (90) days from the date on which Tenant shall give notice to Lender of such default). For the avoidance of doubt, the provisions of this Section 6 shall not be interpreted as granting Tenant any right to terminate the Lease that Tenant is not otherwise entitled to pursuant to the terms of the Lease. Unless Lender shall take title to the Property following a foreclosure or acceptance of an assignment of a deed in lieu, Lender shall have no obligation to cure any default or failure under the Lease; any obligation of Lender to cure a default or failure of the Landlord following such date as Lender may succeed to Landlord's interest under the Lease following a foreclosure or acceptance of an assignment of a deed in lieu shall be subject to the provisions hereof.

7. Notices. Any notice or communication required or permitted hereunder shall be in writing, and shall be given or delivered: (i) by United States mail, registered or certified, postage fully prepaid, return receipt requested, or (ii) by recognized courier service or recognized overnight delivery service; and in any event addressed to the party for which it is intended at its address set forth below:

To Lender:

EQUITRUST LIFE INSURANCE COMPANY
222 W. Adams Street, Suite 2150
Chicago, Illinois 60606
Attention: Brad Feine

with a copy to:

Riemer & Braunstein LLP
71 S. Wacker Drive
Chicago, Illinois 60606
Attention: Matthew R. Nash, Esq.

If to Landlord:

SIP / CREF 6849 Old Dominion, LLC
c/o Stewart Investment Partners
7201 Wisconsin Avenue, Suite 505
Bethesda, Maryland 20814
Attn: []

with a copy to:

Grossberg Yochelson Fox & Beyda LLP
1200 New Hampshire Avenue NW, Suite 555
Washington, DC, 20036:
Attention: Brett Orlove, Esq.

If to Tenant:

Johns Hopkins Community Physicians, Inc.,
5801 Smith Ave #1100,
Baltimore, MD 21209
Attn: COO

with a copy to:

The Johns Hopkins Health System Corporation
1812 Ashland Avenue
Suite 300
Baltimore, MD 21205
Attn: General Counsel (Real Estate)

or such other address as such party may have previously specified by notice given or delivered in accordance with the foregoing. Any such notice shall be deemed to have been given and received on the date delivered or tendered for delivery during normal business hours as herein provided.

8. **No Oral Change.** This Agreement may not be modified orally or in any manner than by an agreement in writing signed by the parties hereto or their respective successors in interest.
9. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns, and any purchaser or purchasers at foreclosure of the Property or any portion thereof, and their respective heirs, personal representatives, successors and assigns.
10. **Payment of Rent To Lender.** Landlord and Lender hereby notify Tenant that the Lease and the rent and all sums due thereunder have been assigned to Lender, as part of the security for the obligations secured by the Security Instrument. In the event Lender notifies Tenant of a default under the Loan and demands that Tenant pay its rent and all other sums due under the Lease to Lender, Tenant agrees that it will honor such demand and pay its rent and all other sums due under the Lease to Lender, or Lender's designated administrative agent, until otherwise notified in writing by Lender. Borrower hereby unconditionally authorizes and directs Tenant to make rental payments directly to Lender following receipt of such notice and further agrees that Tenant may rely upon such notice without any obligation to inquire as to whether or not any default exists under the Security Instrument, and that Borrower shall have no right or claim against Tenant for or by reason of any payments of rent or other charges made by Tenant to Lender following receipt of such notice. Landlord hereby releases and discharges Tenant from any liability to Landlord on account of any such payments. Any and all payments made by Tenant to Lender pursuant to the foregoing shall be credited against Tenant's rental obligations under the Lease regardless of whether the Lender had the right to send such notice and regardless of any contrary demands which may thereafter be made by Landlord.
11. **No Amendment or Cancellation of Lease.** So long as the Security Instrument remains undischarged of record, Tenant shall not: (i) materially amend, or modify the Lease, (ii) agree to any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease, or (iii) agree to subordinate the Lease to any other Security Instrument, without Lender's prior written consent in each instance. For purposes hereof, a "material" amendment, modification or waiver means one that reduces the rent, term, size of Tenant's premises or Tenant's obligation to pay operating expense reimbursements or common area charges; transfers to Landlord costs or expenses previously paid by Tenant; or adds options to purchase Landlord's premises.
12. **Options.** With respect to any options to lease additional space provided to Tenant under the Lease, Lender agrees to recognize the same if Tenant is entitled thereto under the Lease after the date on which Lender succeeds as Landlord under the Lease by virtue of foreclosure or deed in lieu of foreclosure or Lender takes possession of the Premises; provided, however, Lender shall not be responsible for any acts of any prior landlord under the Lease, or the act of any tenant, subtenant or other party which prevents Lender from complying with the provisions hereof and Tenant shall have no right to cancel the Lease or to make any claims against Lender on account thereof. Additionally, Tenant agrees that any option to purchase the Property or any portion thereof or right of first refusal or right of first offer to purchase the Property or any portion thereof, as may be provided in the Lease, shall not apply to any foreclosure of the Security Instrument or acceptance

of a deed in lieu (collectively a "Foreclosure"), and shall not apply to any transfer of the Property by Lender or a purchaser at Foreclosure following such Foreclosure. Furthermore, Tenant expressly confirms to Lender that any acquisition of title to all or any portion of the Property pursuant to Tenant's exercise of any option, right of first refusal or right of first offer contained in the Lease shall result in Tenant taking title subject to the lien of the Security Instrument.

13. Captions. Captions and headings of sections are not parts of this Agreement and shall not be deemed to affect the meaning or construction of any of the provisions of this Agreement.
14. Counterparts. This Agreement may be executed in several counterparts each of which when executed and delivered is an original, but all of which together shall constitute one instrument.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State where the Premises are located.
16. Parties Bound. The provisions of this Agreement shall be binding upon and inure to the benefit of Tenant, Lender and Borrower and their respective successors and assigns; provided, however, reference to successors and assigns of Tenant shall not constitute a consent by Landlord or Borrower to an assignment or sublet by Tenant, but has reference only to those instances in which such consent is not required pursuant to the Lease or for which such consent has been given.

[The balance of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

LENDER:

EQUITRUST LIFE INSURANCE COMPANY,
an Illinois domestic stock insurance company

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing instrument was executed, acknowledged and delivered before me this _____ day of _____, 2019, by _____, as _____ of EQUITRUST LIFE INSURANCE COMPANY, on behalf of EQUITRUST LIFE INSURANCE COMPANY. He/She is personally known to me or has produced _____ as identification.

Notary Public, State and County Aforesaid

Print Name: _____

My commission expires: _____

My commission number: _____

(NOTARIAL SEAL)

TENANT:

Johns Hopkins Community Physicians

By: James S. Clauter
Name: James S. Clauter
Title: Vice President – Finance, CFO

STATE OF MARYLAND)
COUNTY OF BALTIMORE) ss.:
)

The foregoing instrument was executed, acknowledged and delivered before me this 30 day of
MARCH 2019, by James S. Clauter, as _____ of
_____, a _____, on behalf of the company. He/She is personally
known to me or has produced MD STATE ID as identification.

MARYLAND BALTIMORE
Notary Public, State and County Aforesaid

Print Name: CHRISTOPHER RICHBURG

My commission expires: MAY 25 2024

My commission number: _____

(NOTARIAL SEAL)

CHRISTOPHER RICHBURG
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 25, 2024

SIP / CREF 6849 OLD DOMINION, LLC, a Delaware limited liability company, as Landlord under the Lease, and Borrower under the Security Instrument, the Loan Agreement and the other Loan Documents (as defined in the Security Instrument), agrees for itself and its successors and assigns that:

1. The above agreement does not:
 - a. constitute a waiver by Lender of any of its rights under the Security Instrument or any of the other Loan Documents; or
 - b. in any way release Borrower from its obligations to comply with the terms, provisions, conditions, covenants and agreements and clauses of the Security Instrument and other Loan Documents;
2. The provisions of the Security Instrument remain in full force and effect and must be complied with by Borrower;
3. Tenant shall have the right to rely on any notice or request from Lender which directs Tenant to pay rent to Lender without any obligation to inquire as to whether or not a default exists and notwithstanding any notice from or claim of Borrower to the contrary, Borrower shall have no right or claim against Tenant for rent paid to Lender after Lender so notifies Tenant to make payment of rent to Lender; and
4. The Borrower shall be bound by all of the terms, conditions and provisions of the foregoing Agreement in all respects.

Executed and delivered as of the date first written above.

BORROWER:

SIP / CREF 6849 OLD DOMINION, LLC,
a Delaware limited liability company

By: SIP 6849 Old Dominion, LLC,
a Maryland limited liability company,
its Manager

By: _____
Name: John Stent
Its: Manager

STATE OF MARYLAND)
)
COUNTY OF MONTGOMERY)

The foregoing instrument was executed, acknowledged and delivered before me this _____ day of
_____, 2019, by _____, as _____ of SIP 6849 Old Dominion,
LLC, a Maryland limited liability company, the manager of SIP / CREF 6849 Old Dominion, LLC, a Delaware
limited liability company, on behalf of the company. He/She is personally known to me or has produced
_____ as identification.

Notary Public, State and County Aforesaid

Print Name: _____

My commission expires: _____

My commission number: _____

(NOTARIAL SEAL)