

SHORT FORM SUBLEASE ("Sublease")
(Hopkins Entity Sublease)

BASIC SUBLEASE INFORMATION/DEFINITIONS

EFFECTIVE DATE OF SUBLEASE: SEPTEMBER 15, 2007

SUBTENANT: JH VENTURES LLC/WHITE MARSH SURGERY CENTER
SERIES

c/o Philip J. Lange, CPA
Lange & Associates, LLC
100 West Road, Suite 116
Towson, MD 21204
410-321-1124
410-321-5509 (fax)

GUARANTOR: None

SUBLANDLORD: THE JOHNS HOPKINS HEALTH SYSTEM CORPORATION
c/o Johns Hopkins Medical Management Corporation
2330 W. Joppa Road, Suite 320
Lutherville, MD 21093
Attn: Walker G. Wylie, President
Phone: (410) 583-2460
Fax: (410) 583-2581

LANDLORD: THE JOHNS HOPKINS HEALTH SYSTEM CORPORATION
600 N. Wolfe Street
Baltimore, Maryland 21287

and

THE JOHNS HOPKINS UNIVERSITY
3400 North Charles Street
Baltimore, Maryland 21218

PRIME LEASE: Agreement of Lease dated as of September 15, 2007 by and
between The Johns Hopkins Health System Corporation, as tenant,
and The Johns Hopkins Health System Corporation and The Johns
Hopkins University, collectively, as landlord, a copy of which is
attached hereto as **Exhibit A** and incorporated herein by reference.

BUILDING:

Johns Hopkins at White Marsh Health Center located at 4924 Campbell Boulevard, White Marsh, Maryland 21236, including all improvements to the Real Property which are used in connection with the physical structure of the Building.

TERMS AND CONDITIONS

1. **PREMISES:** Sublandlord hereby leases to Subtenant, and Subtenant hereby leases from Sublandlord, for the Term (as defined in Section III below) and upon the covenants, conditions, and agreements set forth herein, the space on the second floor of the Building (the "**Premises**") consisting of 9883 rentable square feet of floor area and outlined on **Exhibit B** attached hereto and incorporated herein by reference. Subtenant shall have a license under this Sublease to use in common with others the common areas of the Building and the land on which the Building is situated, including the parking areas, as more specifically set forth in the preamble and Section 5.1 of the Prime Lease.
2. **USE:** The Premises shall be used only for the operation of an ambulatory surgical center (the "**Facility**") and for no other purpose without the express prior written consent of the Sublandlord for each alternate or additional use and an amendment to this Sublease signed by Sublandlord and Subtenant. In its use of the Premises and the Building, Subtenant covenants and agrees not to violate any applicable local, state or federal law, ordinance or regulation or any policies of The Johns Hopkins Health System Corporation ("**JHHS**") or The Johns Hopkins University ("**JHU**"), including, but not limited to, any laws, regulations, or JHHS policies regarding credentialing requirements.
3. **TERM:** The Sublease term (the "**Term**") shall commence on September 15, 2007 (the "**Term Commencement Date**") and shall end on March 31, 2023 (the "**Expiration Date**"), unless earlier terminated pursuant to the provisions hereof.
4. **RENT:** For the Term, Subtenant shall pay to Sublandlord the annual base rent ("**Base Rent**") shown on the rent schedule attached hereto as **Exhibit C**. The payment of Base Rent shall commence on July 1, 2008 (the "**Rent Commencement Date**"). The Base Rent shall increase by three percent (3%) upon each anniversary date of the Rent Commencement Date. Beginning with the Rent Commencement Date, Subtenant shall pay to Sublandlord the Base Rent in advance in equal monthly installments on the first day of each and every month during the Term. If the Rent

Commencement Date is not the first day of a month, Base Rent for the first month of the Term shall be prorated appropriately by Sublandlord. Subtenant shall make all rental payments to Sublandlord at Sublandlord's address set forth above. (The term "**Additional Rent**" as used in this Sublease means any rent, payments or any other monetary sums, other than Base Rent, payable under this Sublease, whether due and payable immediately or in installments. Base Rent and Additional Rent may sometimes be collectively referred to herein as "**Rent**.") Rent due hereunder shall be paid without any deduction, setoff or counterclaim. Subtenant agrees to pay a "late charge" in an amount equal to five percent (5%) of the amount of any Rent that is not paid within five (5) days of the due date. The late charge is an administration fee to cover the overhead expenses of Sublandlord incurred in handling late payments and does not constitute a penalty. Subtenant shall also pay interest from the original due date until payment in full is received from Subtenant at the higher of (a) twelve percent (12%) per annum; or (b) five percent (5%) over the prime rate published in the *Wall Street Journal* on any Rent that is past due by twenty (20) days or more. Commencing on the Lease Commencement Date, Tenant shall pay as Additional Rent the amount due for overhead lighting and electric outlet power usage within the Premises pursuant to Section 8 hereof. If (i) Subtenant (with the prior written consent Sublandlord) installs equipment in the Premises that uses electric service of the Building or heating or cooling capacity beyond customary office requirements (to be determined in the sole discretion of Sublandlord), or (ii) Subtenant uses the Premises in a manner that causes an increase in liability or casualty insurance premiums, then, in either event, Subtenant shall pay to Sublandlord (on demand), as Additional Rent, the additional cost or expense for such electric power, heating, cooling, or insurance premium, which cost may include, as determined by Sublandlord, the cost of installing any additional meter or measuring device.

5. RENEWAL TERM:

Provided that Tenant is not then in default under this Sublease beyond all applicable notice and cure periods and provided further that the Prime Lease is renewed for the length of time equal to the renewal option granted hereunder, Tenant shall have the option to renew the Term for an additional five (5) year period (the "**Renewal Term**") under the same terms and conditions set forth in the Lease upon no less than nine (9) months' prior notice to Sublandlord of its intention to so do. The Rent for the Renewal Term shall be the amount equal to the amount then due and payable under this Lease in the year immediately preceding the first year

of the Renewal Term *plus* three percent (3%). Thereafter, Rent during the Renewal Term shall increase annually by three percent (3%) during each year of the Renewal Term. Subtenant hereby acknowledges that Sublandlord will only elect to exercise the renewal option available to Sublandlord under Section 1.3 of the Prime Lease, if Subtenant notifies Sublandlord in writing no less than nine (9) months' prior to the end of the initial Term of its election to extend the Sublease for the Renewal Term. (As used in this Sublease, the word "**Term**" shall refer to the initial Term and/or the Renewal Term, as the context requires.)

6. CONDITION OF PREMISES; REIMBURSEMENT FOR IMPROVEMENTS:

Subtenant agrees that the Premises will be delivered to Subtenant in "**As Is**" condition, without representation by Sublandlord, Landlord or any person, firm or corporation on behalf of Sublandlord or Landlord as to the condition thereof or the fitness thereof for the use permitted under this Sublease. By taking possession of the Premises, Subtenant shall be deemed to have (i) accepted the Premises; (ii) acknowledged that the Premises are in the condition required by this Sublease; and (iii) agreed that the obligations of Sublandlord that are imposed under this Sublease with respect to delivery of the Premises have been fully performed. Subtenant further acknowledges and agrees that Sublandlord, at its cost and expense, expended funds in connection with the development of the Premises and caused or will cause interior improvements (the "**Improvements**"), that will be used and operated by Subtenant, to be designed, constructed and installed in the Premises prior to delivery of the Premises to Subtenant. Subtenant shall be responsible for reimbursing Sublandlord for the total cost of the development of the Premises and the design, construction and installation of the Improvements, which is an amount equal to \$1,906,131.73 (the "**Amortized Amount**"). Subtenant shall repay the Amortized Amount through monthly equal installments amortized over a fifteen (15) year period with 6.5% interest paid concurrently with the monthly installments of the Rent as specified in Exhibit C hereto. Ownership of the all Improvements shall revert to Landlord upon the end of the Term, as required by the Prime Lease. Subtenant further acknowledges and agrees that Sublandlord, at its cost and expense, caused certain equipment (the "**Equipment**") that will be used and operated for the Facility by Subtenant to be delivered and installed in the Premises prior to Sublandlord's delivery of the Premises to Subtenant. Subtenant shall lease the Equipment from Sublandlord pursuant to a separate equipment lease agreement to be executed between the parties concurrently with the execution of this Sublease.

7. SECURITY DEPOSIT:

Not required.

8. UTILITIES AND SERVICES:

Notwithstanding anything herein to the contrary, Subtenant acknowledges and agrees that, except for electricity and telephone and data communication services, the "ordinary" services and utilities designated in the Prime Lease are to be provided by Landlord and not by Sublandlord at no additional cost to Subtenant. If Subtenant requires "extraordinary" services and utilities (as described in the Prime Lease), Subtenant shall pay the cost thereof promptly to Sublandlord upon Sublandlord's demand therefor. Sublandlord shall under no circumstances be responsible for providing any of the services described in the Prime Lease nor shall Sublandlord have any obligation to perform the repair obligations of Landlord under the Prime Lease or restore the Premises in the event of casualty. The Premises will be separately metered for overhead lighting and electric outlets usage within the Premises. Subtenant hereby acknowledges that the cost of electricity and telephone and data communication services are not included in the Rent and the cost of those services shall be solely the responsibility of Subtenant. Subtenant agrees to pay to Sublandlord, within thirty (30) days after the date of any invoice therefor, the cost of electricity usage for the Premises and the cost of telephone and data communication services and such costs shall be considered, for all purposes of this Lease, Additional Rent.

9. RETURN OF THE PREMISES:

On the Termination Date, Subtenant shall surrender the Premises to Sublandlord in a "broom clean" condition with no damage other than ordinary wear and tear and damage by insured casualty.

10. SIGNAGE: Sublandlord shall provide identification signage for Subtenant consistent with the requirements of the Prime Lease, other Building tenants, and the rules and regulations of the Building.

11. INDEMNIFICATION CLAUSE:

Subtenant shall indemnify and hold harmless Sublandlord and Landlord from and against any and all liability, claims, judgments, actions, injuries, expenses and costs (including reasonable attorney's fees) of any kind or nature, whether direct or indirect, related to Subtenant's occupancy or use of the Premises, except to the extent that any liability, claims, judgments, actions, injuries, expenses or costs are caused directly by, or arise directly from, the negligence or intentionally tortuous act or omission of

Sublandlord, in which event Sublandlord, shall indemnify and hold harmless Subtenant from claims, judgments, actions, injuries, and costs (including reasonable attorney's fees) arising out of such negligent or intentionally tortuous act or omission of Sublandlord. In the event of negligence or fault on the part of both Sublandlord and Subtenant, the respective indemnity obligations shall be apportioned in accordance with the degree of such fault or negligence.

12. QUIET ENJOYMENT:

Upon timely payment of Rent and the performance by Subtenant of all other covenants to be performed by Subtenant under this Sublease, Subtenant shall have and hold the Premises free from any interference from Sublandlord, subject to Sublandlord's or Landlord's right of entry reserved hereunder and/or under the Prime Lease.

13. INSURANCE:

Subtenant shall maintain the insurance required to be maintained by Tenant under Sections 9.1 and 9.2 of the Prime Lease. Subtenant, at its sole expense, shall be responsible for any glass breakage or damage.

14. DEFAULT: In the event Subtenant fails to observe any covenant of this Sublease, and after any required notice and the expiration of the applicable cure period (both as set forth below), (i) Sublandlord may terminate the Sublease and Subtenant's estate and rights in the Premises, and Subtenant shall immediately vacate the Premises and/or (ii) Sublandlord may seek any other remedy under applicable law. No termination of this Sublease, nor the taking or recovering possession of the Premises, shall deprive Sublandlord of any or all remedies or actions against Subtenant. The time limits, if any, set forth in the Prime Lease for the giving of notice or making demand are, for the purposes of this Sublease, changed so that the time for Sublandlord in a particular case to give notice or make demand hereunder shall be three (3) days more than the time provided for Landlord to give notice or make demand in such case, and the time of Subtenant in a particular case to give notice or make demand shall be three (3) days less than the time provided for Sublandlord to give notice or make demand in such case. The times, if any, set forth in the Prime Lease for performing any act are, for the purposes of this Sublease, changed so that in a particular case the period within which Subtenant is required, after notice from Sublandlord, to perform any act hereunder shall be three (3) days shorter than the period within which Sublandlord must perform such act after notice from Landlord, and in a particular case the period within which Sublandlord is required, after notice from Subtenant, to

perform any act hereunder shall be three (3) days longer than the period within which Landlord must perform such act after notice from Sublandlord.

15. SUBTENANT AND SUBLANDLORD REPRESENTATIONS:

(a) Subtenant represents and warrants as follows:

(1) it has the right to enter into this Sublease;

(2) its use of the Premises shall in no way conflict or interfere with Sublandlord's use of the remainder of its premises under the Prime Lease; and

(3) it shall use the Premises in conformance with all applicable laws, rules, regulations, and orders issued by applicable local, state, and federal governments and/or agencies as may be revised from time to time.

The representations and warranties of Subtenant shall be true at the date of this Sublease and at all times throughout the Term, and Subtenant shall indemnify and hold Sublandlord and Landlord harmless from and against all damage or liability arising as a result of any representation of Subtenant being false or misleading in any material respect, either when given or any time during the Term.

(b) Sublandlord represents and warrants as follows:

(1) it has the right to enter into this Sublease.

The representation and warranty of Sublandlord shall be true at the date of this Sublease and at all times throughout the Term, and Sublandlord shall indemnify and hold Subtenant harmless from and against all damage or liability arising as a result of the foregoing representation of Sublandlord being false or misleading in any material respect, either when given or any time during the Term.

16. BROKER'S COMMISSION:

Each party represents and warrants to the other that there are no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify and hold harmless the other party from all liabilities for any claims arising from an alleged agreement or act by the indemnifying party with respect to a broker's commissions, finder's

fee, or similar cost or expense (including, without limitation, the cost of reasonable attorneys' fees in connection therewith). The foregoing indemnity agreement survives the termination or expiration of this Sublease.

17. GOVERNING LAW:

This Sublease shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflict of laws. The parties hereby agree that any action arising out of this Sublease shall be commenced and maintained in the courts of Baltimore County, Maryland.

18. ASSIGNMENT:

Subtenant shall not: (a) assign or convey this Sublease or any interest under it to any third party other than an affiliate of Subtenant or Sublandlord; (b) allow any transfer hereof or any lien upon Subtenant's interest by operation of law or otherwise; (c) sublet the Premises or any part thereof to any third party other than an affiliate of Subtenant or Sublandlord; or (d) permit the use or occupancy of the Premises or any part thereof by anyone other than Subtenant without the prior written consent of Sublandlord and Landlord, which consent may be withheld by Landlord and/or Sublandlord in their sole discretion.

19. INCORPORATION OF PRIME LEASE:

This Sublease is subject to all the terms of the Prime Lease with the same force and effect as if each provision of the Prime Lease were included in this Sublease, except as otherwise specifically provided herein. All of the terms which Sublandlord is bound to comply with under the Prime Lease shall, to the extent they apply to the Premises and except as otherwise provided herein, be binding upon the Subtenant, and Subtenant agrees to pay and perform all such obligations. All of the obligations of Landlord set forth shall, to the extent that they apply to the Premises, inure to Subtenant's benefit provided, however, that this shall not: (a) be construed to establish any direct obligations on the part of the Landlord to Subtenant under the terms of the Prime Lease; or (b) require Sublandlord to perform any obligations of Landlord, provided; however, that if Landlord defaults in the performance of its obligations under the Prime Lease, Sublandlord agrees to pursue any remedies that it may have against Landlord under the Prime Lease. It is the intention of the parties that, except as otherwise provided in this Sublease, the relationship between Sublandlord and Subtenant shall be governed by the language of the various sections of the Prime Lease as if those sections were included in this Sublease in full, and

the words "Landlord," "Tenant," and "Lease" as used in the Prime Lease, shall refer to respectively, "Sublandlord," "Subtenant," and "Sublease."

- 20. NOTICES:** Any notice, demand, consent, approval, request, or other document to be provided to a party shall be (a) given in writing, and (b) deemed to have been received ninety-six (96) hours after being sent as certified or registered mail through the United States Postal Service, postage prepaid, return receipt requested, or one (1) business day after being sent via a nationally known overnight carrier, to the address of the party set forth on the first page of this Sublease or to such other address as either party may designate from time to time by notice to the other.

21. WAIVER OF JURY TRIAL:

SUBLANDLORD AND SUBTENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY CONCERNING ANY MATTER ARISING OUT OF THIS LEASE, THE RELATIONSHIP OF SUBLANDLORD AND SUBTENANT, OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE IN CONNECTION THEREWITH. IF SUBLANDLORD COMMENCES ANY LEGAL PROCEEDINGS FOR NON-PAYMENT OF RENT, SUBTENANT AGREES NOT TO INTERPOSE ANY COUNTERCLAIM OF ANY NATURE IN ANY SUCH PROCEEDING.

22. COVENANT TO COMPLY WITH BUILDING RULES:

Pursuant to Section 4.3a of the Prime Lease, Subtenant hereby agrees to comply with all rules and regulations with regard to the Premises and the Building, as adopted by the Landlord from time to time, to abide by all use, parking and architectural restrictions with respect to the Premises, to execute subordination agreements required by the Landlord or its lender, and to be fully responsible for all of the Subtenant's obligations as described in the Prime Lease, to the extent that they apply to the Premises leased pursuant to this Sublease. Further, Subtenant hereby agrees that from time to time throughout the Term, upon the request of Sublandlord or Landlord, or a lender of Sublandlord or Landlord, it will ratify and confirm its covenant and agreement to fully perform all duties and obligations of the Subtenant under the Prime Lease, to the extent that they apply to the Premises leased pursuant to this Sublease.

23. ENTIRE AGREEMENT:

This Sublease (together with the Exhibits hereto) sets forth all the covenants, promises, agreements, conditions and understandings between


Sublandlord and Subtenant concerning the Premises and there are no covenants, promises, agreements conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Subtenant unless it is in writing and signed by each party.

Agreed to and accepted as of the date first above written.

SUBLANDLORD

WITNESS:

THE JOHNS HOPKINS HEALTH
SYSTEM CORPORATION



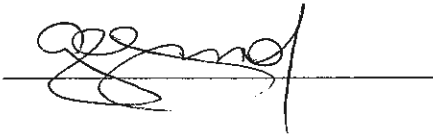
BY:  (SEAL)
Ronald R. Peterson
President

SUBTENANT

WITNESS:

JH VENTURES LLC/WHITE MARSH
SURGERY CENTER SERIES

By: The Johns Hopkins Health System
Corporation, its Administrative
Member



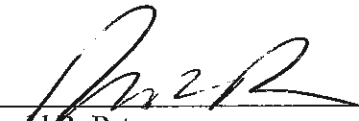
By:  (SEAL)
Ronald R. Peterson,
President

EXHIBIT A TO SUBLEASE
Form of Prime Lease

JOHNS HOPKINS AT WHITE MARSH

LEASE AGREEMENT

BASIC LEASE PROVISIONS/DEFINITIONS

Effective Date of Lease: September 15, 2008

Landlord: THE JOHNS HOPKINS HEALTH SYSTEM
CORPORATION
600 N. Wolfe Street
Baltimore, Maryland 21287

and

THE JOHNS HOPKINS UNIVERSITY
3400 North Charles Street
Baltimore, Maryland 21218

Landlord's Representative:

Walker G. Wylie, President
JOHNS HOPKINS MEDICAL MANAGEMENT CORPORATION
2330 W. Joppa Road
Suite 320
Lutherville, Maryland 21093
Phone No.: 410-583-2460
Fax No.: 410-583-2581

and

James Callahan, Sr. Director
JOHNS HOPKINS REAL ESTATE
1101 East 33rd Street, Suite E100
Baltimore, Maryland 21218
Phone No.: 443-997-3752
Fax No.: 443-997-3771

Tenant: THE JOHNS HOPKINS HEALTH SYSTEM CORPORATION
c/o Johns Hopkins Medical Management Corporation
Walker G. Wylie, President
2330 W. Joppa Road
Suite 320
Lutherville, Maryland 21093
Phone No.: 410-583-2460
Fax No.: 410-583-2581

Lease Term: Commences on September 15, 2007 and ends on March 31, 2023

Renewal Option: One five (5) year renewal option

Building: Johns Hopkins at White Marsh Health Center located at 4924 Campbell Boulevard, White Marsh, Maryland 21236, including all improvements to the Real Property which are used in connection with the physical structure of the Building.

EXHIBIT A TO SUBLEASE
Form of Prime Lease

Rentable Area of Building:	
Phase I	50,263 square feet
Phase II	42,752 square feet
Total	93,015 square feet
Premises:	The space shown cross-hatched on <u>Exhibit A</u> attached hereto and incorporated herein by reference.
Rentable Area of Premises:	9883 square feet
Proportionate Share:	9.7%
Gross Annual Rent:	\$21.00/per square foot of Rentable Area with annual increases of 3.00%
Permitted Use:	Ambulatory Surgery Center
Exhibits:	Exhibit A: Premises Exhibit B: Rules and Regulations Exhibit C: Cleaning Specifications Exhibit D: Hazardous Materials

ADDITIONAL DEFINITIONS

As used in the Lease Agreement:

“**Additional Rent**” means any amounts owed to Landlord (other than Rent, as defined in Section 3.1 of the Lease), including, without limitation, any cost associated with extraordinary expenses or real property taxes where municipal tax relief does not occur.

“**Common Area**” means all areas, improvements, space, and equipment in the Building and on the Real Property provided by Landlord for the common or joint use or benefit of all tenants and their employees, agents, licensees, and invitees and not leased or held for lease to tenants. Landlord shall have the right to make reasonable alterations in the size or configuration of the Common Areas from time to time.

“**Expiration Date**” has the meaning ascribed to it in Section 1 hereof.

“**Facility**” means the ambulatory surgical center to be operated in the Premises.

“**Lease Commencement Date**” has the meaning ascribed to it in Section 1 hereof.

“**Lease Year**” means a calendar or fiscal year as designated from time to time by the Landlord for purposes of pro-rating Additional Rent payments.

“**Premises**” means that portion of the Building which is identified on the Basic Lease Provisions as incorporating the office or suite to be used and occupied by Tenant.

“**Proportionate Share**” means the percent determined by the ratio of the Rentable Area of the Premises divided by the Rentable Area of the Building, or other share in accordance with the provisions of the Lease.

“**Real Property**” shall mean the parking lot, the Building and the land upon which the same are situated and all fixtures, equipment, and other improvements in or upon the land or Building. Landlord reserves the right to add additional land to the property to expand parking or other Common Area areas.

“**Rent Commencement Date**” has the meaning ascribed to it in Section 3.1 hereof.

EXHIBIT A TO SUBLEASE
Form of Prime Lease

“Rentable Area of the Building” shall be the sum of the Rentable Areas on all floors. The Rentable Area of each floor shall be computed by measuring to the inside finish of permanent building walls and shall include all of the space within outside walls, exclusive of all public corridors and lobbies, public toilets, maintenance closets and utility rooms (and all walls or partitions enclosing the same), stairs, elevator shafts, and air and plumbing ducts within the core area of the Building (with their enclosing walls), except to the extent that space within such area is occupied by facilities maintained for and at the specific request of a tenant and for the exclusive use of a tenant.

“Rentable Area of the Premises” shall be computed by measuring from the inside finish of the permanent building walls to the center of corridor walls or permanent partitions, and to the center of partitions that separate the Premises from the adjoining tenants’ area.

“Taxes” shall mean all real estate taxes, assessments, sewer charges, ad valorem charges, water taxes (which shall not be deemed to include charges for consumption of water), front foot benefit charges, and all other governmental impositions in the nature of any of the foregoing or any substitutions, modifications, additions, or changes to the foregoing.

The foregoing Basic Lease Provisions/Definitions and Additional Definitions form a part of and are incorporated into the Lease Agreement.

EXHIBIT A TO SUBLEASE
Form of Prime Lease

JOHNS HOPKINS AT WHITE MARSH

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) dated the date first above written between THE JOHNS HOPKINS HEALTH SYSTEM CORPORATION and THE JOHNS HOPKINS UNIVERSITY (collectively, “**Landlord**”) and THE JOHNS HOPKINS HEALTH SYSTEM CORPORATION (“**Tenant**”).

WITNESSETH:

In consideration of their mutual covenants and promises, Landlord leases to Tenant and Tenant leases from Landlord the Premises, together with a nonexclusive right to use the Common Areas and to utilize easements and other appurtenances to the Premises within the definition of Common Areas, all under and subject to the terms and conditions of this Lease, which are set forth below. (The sections entitled “Basic Lease Provisions/Definitions” and “Additional Definitions” set forth above are hereby incorporated into and made a part of this Lease.)

1. **LEASE TERM.** The Lease Term shall commence on September 15, 2007 (the “**Lease Commencement Date**”) and shall expire on March 31, 2023 (the “**Expiration Date**”), unless sooner terminated pursuant to the provisions hereof.
 - 1.1 Expiration of Lease. Without the necessity of any notice from Landlord, this Lease shall cease and expire at the end of the Lease Term, unless terminated earlier pursuant to its provisions.
 - 1.2 Surrender; Hold Over. At the expiration or earlier termination of the Lease Term, Tenant shall (a) promptly surrender possession of the Premises to Landlord in good order and repair (ordinary wear and tear excepted) and broom clean, (b) remove Tenant’s signs, goods and effects, any machinery, trade fixtures, furniture and equipment used in conducting Tenant’s profession or business and not owned by Landlord and, at the request of the Landlord, any other fixtures installed by Tenant, and (c) repair any damage to the Premises or Building caused by the removal. If Tenant does not surrender the Premises when required pursuant to this Lease, Tenant agrees to pay an installment amount equal to one hundred and twenty-five percent (125%) of the then current monthly Rent for every month in which Tenant holds over, prorated as appropriate. Tenant shall vacate the Premises upon the termination or expiration of the Lease Term.
 - 1.3 Renewal Term. Provided that the Tenant is not then in default beyond all applicable notice and cure periods and provided further that Tenant is then a Johns Hopkins entity or an affiliate or

EXHIBIT A TO SUBLEASE
Form of Prime Lease

subsidiary of a Johns Hopkins entity, Tenant shall have the option to renew the Lease Term for one (1) additional period of five (5) years (the "**Renewal Term**"), under the terms and conditions set forth in this Lease. Tenant must notify Landlord in writing no less than six (6) months prior to the Expiration Date of its intention to renew the Lease for the Renewal Term. Rent for the Renewal Term shall be the amount equal to the amount then due and payable under this Lease in the year immediately preceding the first year of the Renewal Term *plus* three percent (3%). Rent during the Renewal Term shall increase annually by three percent (3%) during each year of the Renewal Term.

2. PREMISES AND CONDITION. The Premises is that space described in the Basic Lease Provisions and outlined on Exhibit A. Tenant acknowledges that the Building is used primarily as a medical office building; however, Tenant's use of the Premises is limited to the Permitted Use. Tenant acknowledges that the Premises will be delivered in "AS IS" condition and that Landlord shall have no construction obligation with respect to the Premises other than the Landlord's Work that is defined and described in Section 2.1 below, and the routine repair and maintenance obligations of Landlord, if any, that are specifically set forth in this Lease.

2.1 Tenant's Work. Tenant, at its cost and expense, shall cause the construction, installation and completion of the tenant improvement work ("**Tenant's Work**") in the Premises.

2.2 Acceptance of Possession. Tenant, by its acceptance of possession of the Premises, shall be deemed to have accepted and acknowledged the Premises to be in the condition required under this Lease.

3. RENT AND OTHER OBLIGATIONS OF TENANT.

3.1 Rent Commencement Date; Gross Rent. Rent shall commence on July 1, 2008 (the "**Rent Commencement Date**"). Commencing upon the Rent Commencement Date, Tenant shall pay annually to Landlord during the Lease Term the gross rent ("**Rent**") in equal monthly installments. An amount equal to one-twelfth (1/12th) of the annual Rent shall be paid in advance on the first day of each month during the Lease Term without any deductions or setoffs and without notice or demand by Landlord. If the obligation to pay Rent commences on a day other than the first of the month or ends on a day other than the last day of the month, then Tenant will pay a prorated

EXHIBIT A TO SUBLEASE
Form of Prime Lease

amount (on a per diem basis) of the current monthly Rent installment. Rent shall be adjusted annually on the anniversary of the Rent Commencement Date, unless the Rent Commencement Date did not occur on the first day of a month, in which event Rent shall be adjusted on the anniversary of the first day of the month next following the Rent Commencement Date.

- 3.2 Taxes. Tenant's financial obligation for its Proportionate Share of the Taxes, if any, shall be satisfied by payment of Rent.
- 3.3 Electricity. Commencing on the Lease Commencement Date, Tenant shall pay all costs incurred by overhead lighting and electric outlet power usage within the Premises, which will be separately metered and billed to Tenant. Tenant agrees to pay such costs to Landlord within thirty (30) days after billing therefor and such costs shall be considered, for all purposes of this Lease, Additional Rent.
- 3.4 Additional Rent; Extraordinary Expense. (a) If Tenant (with Landlord's prior written consent) installs in the Premises equipment that uses electric service or heating or cooling capacity beyond customary and usual medical office requirements (to be determined in Landlord's sole and reasonable discretion) or (b) if Tenant is permitted to use the Premises in a manner which causes an increase in fire insurance liability or casualty insurance premiums, then in either such event Tenant will pay to Landlord (on demand), as Additional Rent, the identified additional cost or expenses for such power, heating, cooling, or insurance premium cost, which cost may include, as determined by Landlord, the cost of installing any additional meter or measuring device. Landlord's statement to Tenant for Tenant's share of any of the foregoing extraordinary expenses shall provide, in reasonable detail, the basis for such extraordinary expenses. Tenant's agents, at Tenant's expense, shall be permitted to review all invoices and other documents supporting Landlord's statement.
- 3.5 Late Charge. In the event that in any Lease Year Tenant shall have failed on two (2) occasions in that Lease Year to have paid rent within fifteen (15) days of the date on which it was due, then, with respect to the third and subsequent late payment in such Lease Year, at the option of Landlord, Tenant shall pay a "late charge" in an amount equal to five percent (5%) of the amount of any Rent not paid within fifteen (15) days of the date on which payment is due. Such late

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charge is an administration fee to cover Landlord's overhead in handling late payments and does not constitute a penalty. All of the items described in this paragraph shall, for all purposes of this Lease, be considered Additional Rent.

4. **TENANT PERMITTED USES, RESTRICTIONS AND OBLIGATIONS.**

4.1 Permitted Uses. Tenant shall have the exclusive right to use the Premises for the Permitted Use described in the Basic Lease Provisions and for no other purpose. Without the express written consent of Landlord, Tenant shall not use or allow the Premises to be used for any purpose other than the Permitted Use.

4.2 Restrictions. Without the prior express written waiver of Landlord, Tenant shall conform to the following restrictions:

- a. Tenant shall not, without the prior written consent of Landlord (which consent may be given or withheld in Landlord's sole discretion): (i) assign or convey this Lease or any interest under it, (ii) allow any transfer of this Lease or any lien upon Tenant's interest by operation of law or otherwise, (iii) sublet the Premises or any part thereof, or (iv) permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant.
- b. (i) Landlord may assign this Lease, the rentals paid hereunder, or both, in Landlord's sole discretion, as additional security for any mortgage or trust deed on the Building or otherwise. Landlord reserves the right and Tenant hereby agrees that on request of Landlord this Lease shall be subordinated to any mortgages or trust deeds which may hereafter be placed upon the Building and to any and all renewals, replacements, and extensions thereof. Tenant, upon demand by Landlord, agrees to execute at any and all times such instrument or instruments as may be required by any lending institution or prospective mortgagee in order to effectuate such waiver of priority and subordination of Tenant's lien.
- (ii) If any mortgagee or trustee elects to treat the Lease as a prior lien to its mortgage or deed of trust, then, upon due notice to Tenant to that effect, this Lease shall be

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deemed prior in lien to the relevant mortgage or deed of trust, whether or not this Lease is dated prior to or subsequent to the date of the mortgage or deed of trust.

- (iii) Landlord agrees to secure on Tenant's behalf and as a condition to the subordination described above, a non-disturbance covenant and right of quiet enjoyment from any lender or mortgagee. Upon foreclosure or sale under any mortgage or deed of trust to which this Lease is now or shall become subject and subordinate or upon any sale or conveyance of the Building or part thereof or any Landlord assignment of this Lease, Tenant shall attorn to the mortgagee, purchaser, owner, or assignee and shall, after notice to Tenant from such party, pay to the mortgagee, purchaser, owner, or assignee all the Rent required to be paid by Tenant and continue to perform all of the other terms, covenants, conditions, and obligations contained in this Lease.
- c. Without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, Tenant shall not make any alterations, additions, or improvements ("Tenant Improvement") to the Premises. If Tenant makes any Tenant Improvement (with the consent of Landlord), such Tenant Improvement (except for movable office furniture and equipment installed at the expense of Tenant) shall be the property of Landlord and shall remain on the Premises at the termination of this Lease (unless Landlord requests in writing, at the time of the completion of the relevant Tenant Improvement, that Tenant remove the Tenant Improvement).
- d. Tenant shall not do or permit anything to be done in the Premises or in the Building which increases the rate of fire or other insurance on the Building or which violates the rules and regulations of the fire department, any insurance policy on the Building, or any ordinance, law, or regulation applicable to Tenant's business and Tenant's use of the Premises.
- e. Tenant shall not obstruct or interfere with the right of other tenants or in any way injure or annoy them. Among other things, Tenant will not permit any noise, vibration, or odors to emanate from the Premises.

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- f. Tenant shall not place any business card or sign of any description on the outside of the Building, on the outside of the Premises, or on the interior of the Building. Landlord shall provide a business directory at the entrance of the Building to identify tenants in the Building and a sign on the entrance to the Premises identifying Tenant.
- g. Tenant shall not incur any debt against or on behalf of Landlord or make any charge against Landlord for any work or materials provided for the Premises. So as to prevent the possibility of a lien attaching the Premises, Tenant shall promptly pay all contractors and materialmen engaged by Tenant to perform work on or supply materials to the Premises. Should any such lien be made or filed arising (in whole or part) from work or materials contracted for by Tenant, Tenant shall cause the same to be discharged and released of record by bond or otherwise within ten (10) days after written request by Landlord.

4.3 Tenant Obligations.

- a. Tenant shall observe and take all reasonable steps to ensure that its employees and visitors observe the rules and regulations for the Building attached as Exhibit B and incorporated herein by reference, as reasonably amended and uniformly applied by Landlord from time to time.
- b. Tenant shall give Landlord prompt written notice of any accident in or around or defect in the Premises or any mechanical or electrical system within the Building or any other damage to the Building of which Tenant is aware.
- c. Tenant shall permit Landlord (upon 24 hour notice on a non-emergency basis) to enter the Premises at reasonable hours in the day or night to inspect and make any repairs, additions, or alterations that Landlord deems necessary for the safety or preservation of the Building or for the safety or convenience of its occupants. In an emergency, Landlord shall be allowed immediate access.
- d. Provided there is no unreasonable interference with the conduct of Tenant's business, on reasonable advance notice Tenant shall permit Landlord to show the Premises to other prospective tenants during the six (6) months prior to the expiration of the Lease Term.

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- e. Tenant shall, upon not less than fifteen business (15) days' prior notice by Landlord, execute, acknowledge, and deliver to Landlord a statement in writing certifying (i) that this Lease is in full force and effect, (ii) the date to which Rent and other charges have been paid, and (iii) such other matters as Landlord may reasonably request. The certificate will also state whether or not, to the best knowledge of Tenant, Landlord is in default in performance of any covenant, agreement, or condition contained in this Lease and, if so, specifying each such default. It is intended that this statement will be relied upon by one or more third parties. Tenant shall also execute promptly any subordination, attornment and non-disturbance agreement that any mortgagee of the Real Property may require from time to time, provided such mortgagee recognizes Tenant's right to continue in possession of the Premises as long as Tenant is not in default under this Lease.
- f. Tenant shall keep the Premises in as good order and condition as it was in at the beginning of the Lease Term, with allowance for reasonable wear and tear and damage by accidental fire or other casualty not occurring through the negligence of Tenant or its agents, employees, or visitors.
- g. Landlord shall provide the janitorial services set forth in Exhibit C attached hereto and incorporated by reference herein. Tenant shall be financially and operationally responsible for those extraordinary janitorial services that are not the responsibility of Landlord under this Lease. Tenant shall be financially and operationally responsible for removal of any Hazardous Materials (as that term is defined in Exhibit D attached hereto and incorporated herein by reference), except if Landlord establishes its own Hazardous Materials removal capacity, in which event Tenant shall be responsible for the cost of the removal of Hazardous Materials. Tenant shall comply with the Lease terms and provisions set forth in Exhibit E regarding Hazardous Materials and Special Medical Waste (as defined in Exhibit D) and indemnify and hold Landlord harmless from any claim arising out of the use, storage, generation, or disposal of any Hazardous Material or Special Medical Waste in, on, or about the Premises. Notwithstanding the foregoing, if Tenant is permitted to use the Premises for clinical purposes, Tenant shall not be

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responsible for the removal of ordinary medical waste (commonly known as "red bag waste"), the removal of which Landlord shall provide so long as Tenant properly disposes the ordinary medical waste into the containers and receptacles provided by Landlord.

h. Tenant shall maintain the interior of the Premises in good repair and condition and in a clean, neat, and orderly fashion. Tenant shall make all repairs and replacements to the Premises except those specifically designated as the responsibility of the Landlord under this Lease.

4.4 Tenant's Personalty. All articles of personal property and all movable business and trade fixtures owned or installed by Tenant at its expense shall remain the property of Tenant and may be removed by Tenant at any time, provided that Tenant, at its expense, shall repair any damage to the Premises or the Building caused by such removal or by the original installation.

5. LANDLORD'S OBLIGATIONS.

5.1 Obligations.

- a. Landlord shall, as long as Tenant is not in default under this Lease, permit Tenant to quietly enjoy the use of the Premises free from disturbance by anyone claiming by, through, or under Landlord.
- b. Landlord shall furnish heat or air conditioning to the Premises (in accordance with Building standards established, from time to time, by Landlord) from 6:00 a.m. through 7:00 p.m. Mondays through Fridays and 8:00 a.m. to 2:00 p.m. Saturdays. Landlord agrees to provide heat and air conditioning services to the Premises during additional hours, provided Tenant pays its equitable share of the cost of such additional heat and air conditioning services, as reasonably determined by Landlord. Daily janitorial services will be furnished according to Landlord's janitorial services contract. Any extraordinary janitorial services will be billed as Additional Rent. Tenant acknowledges that Landlord does not plan and has no obligation to provide security within the Premises or the Building or on the Common Areas.

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- c. Landlord shall maintain the parking lot for the use and convenience of Tenant and its invitees and employees. Landlord will maintain the parking lot in a reasonably safe condition and shall remove snow, ice, and debris therefrom. Tenant and its employees, agents, and invitees shall park only in those areas designated from time to time by Landlord. Failure to park in the designated areas may result in, among other things, fines in such amounts as Landlord may impose. Tenant and its employees, agents, and invitees are permitted to use the parking lot at their own risk and in no event shall Landlord be liable for theft or any damage to automobiles or other property damage. Landlord shall maintain the Common Areas, structural elements, roof, foundation, and exterior shell of the Building. Landlord shall be responsible for maintenance of all HVAC, electrical, mechanical, plumbing, elevator, and other systems in the Building outside of the Premises. Tenant shall be responsible for maintenance of all HVAC, electrical, mechanical, plumbing, phone, and security systems, equipment, wiring, and fixtures which both serve the Premises and are located on the interior side of, or within the demising walls for, the Premises.
- d. Landlord shall be reasonable in granting or denying permission to Tenant for any act or action requiring the Landlord's permission, except where the Lease states that Landlord may act in its sole discretion. Any denial by Landlord based upon a deed of trust or mortgage on the Real Property shall be deemed to be reasonable.

5.2 Limitation. Except for the obligation of Tenant to pay Rent and Additional Rent, the performance of the obligations of either party under this Lease shall be excused if its performance is in any way affected, impaired, or prevented by reason of strike, labor problems, acts of God, or outside cause beyond its control. In any of these events, the obligations of Tenant to pay Rent and Additional Rent shall not be affected or excused. In particular, but without limitation, Landlord shall have no liability or responsibility for any interruption in any utility or other Building service due to events beyond Landlord's control.

6. EVENTS OF DEFAULT.

- 6.1 Each of the following events constitutes an "Event of Default."

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- a. Tenant fails to make any payment of Rent, Additional Rent, or other amount due under this Lease on the due date and fails to cure the delinquency within fifteen (15) days after written notice has been given by Landlord to Tenant.
- b. Tenant breaches any covenant or fails to meet any obligation of this Lease (other than the covenants for the payment of Rent, Additional Rent, and other monetary amounts due under this Lease), and Tenant fails to cure the breach within forty-five (45) days after written notice has been given by Landlord to Tenant; provided, however, that, if such breach is one which cannot reasonably be cured within forty-five (45) days and Tenant commences to cure the breach within the forty-five (45) day period, then it shall not constitute an Event of Default so long as Tenant diligently and continuously pursues the cure to completion.
- c. Tenant uses the Premises or permits the Premises to be used for a purpose other than the Permitted Use under this Lease and fails to discontinue the unpermitted use within fifteen (15) days after receipt of written notice to do so.
- d. Tenant subleases the Premises or any part hereof or assigns this Lease other than as permitted by Section 4 of this Lease.
- e. Either (i) the appointment of a receiver or trustee of all or a substantial part of Tenant's assets, (ii) the filing of a voluntary petition in bankruptcy or similar petition by Tenant, (iii) a general assignment by Tenant for benefit of creditors, or (iv) any order, judgment, or action is taken or suffered by Tenant under any insolvency or bankruptcy law.
- f. Tenant violates any federal, state, or local law regarding Hazardous Materials or Special Medical Waste and fails to correct the violation within the time established by the appropriate governmental office or agency.

6.2 Landlord's Rights. On the occurrence of any Event of Default, Landlord may, at its election, take any or all of the following actions.

- 6.2.1. Landlord may re-enter and repossess the Premises and any and all improvements and additions, with or without terminating this Lease.

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- 6.2.2. To the extent permitted by law, Landlord may declare the entire balance of the Rent for the remainder of the Lease Term to be due and payable and collect the balance in any manner consistent with applicable law. In the event Landlord elects to exercise the foregoing right, Landlord agrees to discount all future rental payments to present value at the prime rate (the "**Prime Rate**") published in the *Wall Street Journal* on such date.
- 6.2.3. Landlord may relet any or all of the Premises for Tenant's account, in which event Tenant shall pay to Landlord the Rent accruing during such remainder of the Lease Term plus the cost to Landlord of any reasonable attorneys' fees or of any costs, expenses, repairs, or other action taken by Landlord on account of the Event of Default or reletting, less any monies received by Landlord with respect to the remainder of the Lease Term.
- 6.2.4. Cure the Event of Default in any other manner, in which event Tenant shall reimburse Landlord for all expenses incurred by Landlord, plus interest at the Prime Rate plus five percent (5%), which expenses and interest shall be Additional Rent and shall be payable by Tenant upon receipt of a reasonably detailed invoice therefor.
- 6.2.5. Terminate this Lease and commence legal proceedings to eject and evict Tenant.
- 6.2.6. Pursue any combination of remedies or any other remedy under applicable law including, without limiting the generality of the foregoing, injunctive relief available to Landlord on account of the Event of Default.
- 6.2.7. Collect from Tenant all costs and expenses actually incurred by Landlord due to the Event of Default, including without limitation, reasonable attorneys' fees and court costs.
- 6.3 Remedies Preserved. No termination of this Lease, nor the taking or recovering possession of the Premises, shall deprive Landlord of any or all remedies or actions against Tenant.
- 6.4 Waiver of Right of Redemption; Notice Waived. To the extent permitted by law, Tenant waives in favor of Landlord all of Tenant's rights, under any state or federal law, to redeem the Premises after a default. Notwithstanding any provision in this Lease to the contrary, no notice to Tenant shall be required pursuant to Section 6.1 hereof or any other provision of this Lease (and Tenant shall not, in such event, be entitled to any grace period): (a) in an emergency situation in which

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Landlord determines that the time required to give notice could or might lead to injury to persons or material damage to property; or (b) in the event Landlord has previously given such notice of any type of default to Tenant more than twice in any period of twelve (12) consecutive months during the Lease Term.

6.5 WAIVER OF JURY TRIAL. LANDLORD AND TENANT, TO THE EXTENT PERMITTED BY LAW, WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY MATTER ARISING UNDER THIS LEASE. LANDLORD AND TENANT ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED BY COUNSEL IN THE NEGOTIATION OF THIS LEASE AND HAVE INTENTIONALLY AND KNOWINGLY AGREED TO SUCH WAIVER OF TRIAL BY JURY.

7. FIRE AND CASUALTIES. If any part of the Premises or the Building is damaged by fire or other casualty, Landlord shall repair and rebuild the Premises or the Building as soon as practicable (subject to any mortgage or deed of trust covering Landlord's interest in the Building which prevents Landlord from applying the insurance proceeds to the construction and repair of the Premises and the Building). If, however, the Building is destroyed or so substantially damaged by fire or other casualty that, in the opinion of the Landlord, the Building cannot be restored to its former condition or if Landlord does not receive sufficient insurance proceeds to complete the repair (unless Landlord elects, in its sole discretion, to provide needed monies from other sources to complete the repair), then Landlord shall have the option, by serving written notice upon the Tenant within ninety (90) days after the destruction or damage occurs, to terminate this Lease. In such event, Tenant shall vacate the Premises as promptly as possible and the Lease will terminate as of the date of the casualty. Landlord shall maintain throughout the Lease Term all-risk casualty insurance on the Building (exclusive of the personal property and fixtures of Tenant).

8. EMINENT DOMAIN. If the Premises or the Building is appropriated under the power of eminent domain or by sale in lieu thereof, this Lease will terminate on the date when the Premises or the Building are appropriated and the Rent will be apportioned to that date. If only a portion of the Premises is appropriated and, as a result of such appropriation, the Premises is rendered not suitable for the conduct of Tenant's normal business, Landlord or Tenant has the right to terminate this Lease as of the date of the appropriation

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and the Rent will be apportioned to that date. All compensation awarded upon a total or partial taking of the Premises or the Building shall belong solely to Landlord without any participation by Tenant. Tenant may prosecute any claim directly against the appropriating authority for loss of business or depreciation, for damage to or cost of removal of furnishings, movable equipment, trade fixtures, and other personal property belonging to Tenant, so long as the claim does not diminish or otherwise adversely affect Landlord's compensation.

9. **INSURANCE, INDEMNIFICATION, WAIVER OF SUBROGATION.**

9.1 Public Liability Insurance. Tenant shall purchase and keep in force at its own expense from the time Tenant takes possession of the Premises for any purpose (including making improvements) and continuing for the balance of the Lease Term, (i) all risk casualty coverage on all Tenant Improvements to the interior of the Premises, all furniture, fixtures, and decorations, and all of Tenant's equipment, and (ii) comprehensive general liability insurance with respect to the Premises with companies and in form acceptable to Landlord with limits of One Million Dollars (\$1,000,000) per claim/Three Million Dollars (\$3,000,000) annual aggregate, as adjusted from time to time to a limit determined by Landlord to be customary for occupants of medical office buildings, in its reasonable discretion. To the extent that Landlord is not already an insured under Tenant's insurance policies, Tenant will have Landlord named as an additional insured on each Tenant insurance policy and shall furnish certificates of insurance to Landlord upon request. Each policy shall require thirty (30) business days' prior written notice to Landlord before cancellation, termination, or non-renewal. A certificate evidencing the renewal of each policy or replacement policy shall be given to the Landlord upon request.

9.2 Other Insurance. During the Lease Term, Tenant shall carry such insurance as Tenant deems advisable on its personal property which may be in or upon the Premises. Landlord, its employees and agents, shall not be liable for loss of or damage to any personal property from acts, events, conditions or casualty occurring in, on, or about the Premises, unless due to the negligence or intentional acts of Landlord's officers, agents, employees, or contractors. Tenant may satisfy its insurance obligations under this Lease through a program of self insurance.

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- 9.3 Hold Harmless and Indemnification. Tenant shall be responsible for, and shall defend, indemnify, and hold harmless Landlord against and from any and all liability, claim of liability, or expense (including reasonable attorneys' and other professional fees) arising out of any injury to or death of any person or damage to any property occurring within the Premises or arising out of the occupancy or use thereof by Tenant, its officers, agents, contractors, patients, invitees, or employees, unless the injury is caused by the negligence or willful misconduct of Landlord's officers, agents, employees or contractors.
- 9.4 Waiver of Subrogation. Each of the parties will exercise reasonable efforts to have every insurance policy which it carries as an insured with regard to the Premises, the Building, or any personal property which is in the Premises or the Building or any other insurance required to be maintained include a waiver of subrogation clause, pursuant to which the insurance coverage involved shall not be invalidated by a waiver by either party of: (i) any right of recovery against the other party for any damage to the Premises or the Building and any personal property or any other type of damage; or (ii) any liability for any action or lack of action by the other party, and in which the insurer expressly waives any and all rights of subrogation to any rights or claims of the insured against the other party. To the maximum extent permitted by the insurance policies or to the extent that either party self-insures, each party waives any and all right of action against the other for property damage or any other type of damage arising out of casualty loss to the Premises, Building or personal property or any other type of loss,
10. NOTICES. Any notice, demand, consent, approval, request, or other document to be provided to a party shall be (a) given in writing; and (b) deemed to have been received (i) forty-eight (48) hours after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, to the address of the party set forth in the Basic Lease Provisions or to such other address as either party may designate from time to time by written notice to the other, (ii) or upon receipt if sent via reputable overnight carrier, to the address of the party set forth in the Basic Lease Provisions or to such other address as either party may designate from time to time by written notice to the other, or (iii) if to Tenant, upon hand delivery to the Premises.
11. GENERAL.

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- 11.1 Effectiveness; Jurisdiction. This Lease becomes effective upon and only upon its execution and delivery by each party. Each of the parties to this Lease irrevocably and unconditionally: (a) consents to submit to the exclusive jurisdiction of the Courts of Baltimore County, Maryland for any proceeding arising in connection with this Agreement and each party agrees not to commence any proceeding except in such Courts, and (b) waives any objection to venue of any such proceeding in the Courts of Baltimore County, Maryland.
- 11.2 Complete Understanding. This Lease represents the complete understanding between the parties as to the subject matter and supersedes all prior or contemporaneous written or oral negotiations, representations, warranties, statements, or agreements between the parties as to the same.
- 11.3 Amendment. This Lease may be amended by and only by an instrument executed and delivered by each party.
- 11.4 Waiver. Neither party shall be deemed to have waived the exercise of any right which it holds unless the waiver is made expressly and in writing and no delay or omission by either party in exercising any such right shall be deemed to be a waiver of its future exercise. No waiver as to any instance involving the exercise of any right shall be deemed to be a waiver of its future right to exercise.
- 11.5 Time of Essence. Time is of the essence in this Lease.
- 11.6 Headings. The headings of the sections, subsections, paragraphs, and subparagraphs hereof are provided herein only for convenience of reference and are not to be considered in construing their contents.
- 11.7 Severability. No determination by any court, governmental body, or otherwise that any provision of this Lease or any amendment hereof is invalid or unenforceable shall have the effect of rendering any other provision or amendment invalid or unenforceable, it being understood and agreed to by the parties that each other such provision or amendment shall be independently valid and be enforceable to the fullest extent allowed by and shall be construed wherever possible as being consistent with applicable law.
- 11.8 Brokers. Tenant represents that Tenant has dealt directly with Landlord or Landlord's agent in connection with this Lease and that no broker negotiated this Lease on behalf of Tenant or is

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entitled to any commissions in connection with its representation of Tenant. Tenant agrees to defend and hold Landlord harmless against any claims by brokers who claim to have represented Tenant in connection with this Lease.

- 11.9 Recordation. Tenant shall not, without Landlord's prior written consent, record a Memorandum of this Lease. Any party requesting the recording of this Lease or a Memorandum of this Lease shall be responsible for payment of all costs associated therewith.
- 11.10 Landlord's Liability. Anything contained herein to the contrary notwithstanding, in the event of any default under this Lease by Landlord, as a consequence of which Tenant recovers a judgment against Landlord, such judgment may be satisfied only out of the proceeds of sale received upon execution of such judgment against the right, title, and interest of Landlord in the Building as the same may then be encumbered. Neither Landlord, nor any of its officers, partners, shareholders, or affiliates shall be liable for any deficiency. Tenant shall not have the right to execute against any property of Landlord other than its interest in the Building. In the event that Landlord transfers, sells, or otherwise conveys its interest in the Building, then from and after the date of such transfer, sale, or conveyance, Landlord shall be released and relieved from any and all liability or responsibility under this Lease.
- 11.11 Maryland Law. This Lease shall be construed in accordance with the laws of the State of Maryland.

*(Remainder of page intentionally left blank.
Signatures are on the following page.)*

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IN WITNESS WHEREOF, each party hereto has executed and sealed this Lease on its behalf by its duly authorized representative on the day and year first above written.

LANDLORD

WITNESS:

THE JOHNS HOPKINS HEALTH SYSTEM
CORPORATION

By: _____
Ronald R. Peterson
President

THE JOHNS HOPKINS UNIVERSITY

By: _____
James T. McGill
Senior Vice President for Finance
and Administration

TENANT

WITNESS:

THE JOHNS HOPKINS HEALTH SYSTEM
CORPORATION

By: _____
Ronald R. Peterson
President

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STATE OF MARYLAND
CITY OF BALTIMORE SS:

I HEREBY CERTIFY that on this ____ day of _____, 200_, before me a Notary Public of the State of Maryland aforesaid, personally appeared Ronald R. Peterson, who acknowledged himself to be the President of THE JOHNS HOPKINS HEALTH SYSTEM CORPORATION (the "Corporation") and that he, as such Officer, being authorized to do so executed the foregoing Building Lease on behalf of the Corporation for the purposes therein contained by signing the name of the Corporation by himself as such officer.

AS WITNESS my hand and notarial seal.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND
CITY OF BALTIMORE SS:

I HEREBY CERTIFY that on this ____ day of _____, 200_, before me a Notary Public of the State of Maryland aforesaid, personally appeared James T. McGill, who acknowledged himself/herself to be the Vice President of Finance and Administration of THE JOHNS HOPKINS UNIVERSITY (the "Corporation") and that he/she, as such Officer, being authorized to do so executed the foregoing Building Lease on behalf of the Corporation for the purposes therein contained by signing the name of the Corporation by himself/herself as such officer.

AS WITNESS my hand and notarial seal.

Notary Public
My Commission Expires: _____

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STATE OF MARYLAND
CITY OF BALTIMORE SS:

I HEREBY CERTIFY that on this ____ day of _____, 200_, before me a Notary Public of the State of Maryland aforesaid, personally appeared Ronald R. Peterson, who acknowledged himself to be the President of THE JOHNS HOPKINS HEALTH SYSTEM CORPORATION (the "Corporation") and that he, as such Officer, being authorized to do so executed the foregoing Building Lease on behalf of the Corporation for the purposes therein contained by signing the name of the Corporation by himself as such officer.

AS WITNESS my hand and notarial seal.

Notary Public
My Commission Expires: _____

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EXHIBIT A

PREMISES

EXHIBIT A TO SUBLEASE
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EXHIBIT B

RULES AND REGULATIONS
OF
JOHNS HOPKINS WHITE MARSH CENTER

1. No sign, fixture, advertisement, or notice shall be displaced, inscribed, painted, or affixed by any TENANT on any part of the outside or inside of the BUILDING or on or about the premises of any TENANT without written consent of Landlord and then only of such color, size, style, and material as shall be first specified by Landlord. No showcase shall be placed in front of or in the lobbies or corridors of the BUILDING.

2. Sidewalks, entrances, corridors, elevators, and staircases shall not be obstructed or used for any other purpose than ingress and egress.

3. All interior signs on doors shall be installed by Landlord or someone designated by Landlord, but at the cost and risk of the TENANT for whom such signs are installed. All such signs shall be removed from the BUILDING and Premises at the end of the tenancy by TENANT or Landlord may cause such removal to be done at the expense of the TENANT. No TENANT shall install or cause to be installed without Landlord's consent any shades or blinds. The color, materials, shape, style and size of any shades or blinds installed with Landlord's consent shall be prescribed by Landlord. No awnings or screens shall be installed by any TENANT.

4. No additions to or alternations in any part of the BUILDING shall be made by the putting up or changing of any partition or partitions, door, or window, nor shall there be any nailing, boring or screwing into the woodwork or plastering, nor painting done by TENANT without the express written consent of Landlord.

5. All glass, locks, and trimmings in or above the doors or windows and all electric globes and shades belonging to the BUILDING shall be kept whole and whenever broken by any TENANT shall be immediately replaced or repaired and put in order by such TENANT to the satisfaction of Landlord and on removal shall be left whole and in good repair. Any such replacement or repair shall be done by the Landlord at TENANT's expense.

6. No additional locks shall be placed upon any door of the premises of the TENANT and the TENANT will not permit any duplicate keys to be made, but if more than two keys for any door are desired, the additional number must be procured from Landlord and paid for by TENANT. Upon the termination of any TENANT's tenancy, such TENANT shall surrender all keys to the premises to the Landlord.

7. If a TENANT desires telephone or similar service, then Landlord will direct the electricians as to where the wires are to be introduced and without such direction no wiring or cutting for wires shall be permitted.

8. Landlord retains the power to prescribe the weight and proper position of safes; all safes, furniture, equipment, boxes and bulky articles and packages shall be taken into or out of the BUILDING or from one part of the BUILDING to another only between the hours of 9:00 a.m. and 5:00 p.m. or at other times specifically agreed to by the Landlord. Each TENANT shall be responsible for all damage to the walls, floors, or other part of the BUILDING caused by or connected with the moving of any safe, furniture, equipment, boxes, or bulky articles; however, no moving shall occur without the written consent of Landlord in each instance.

9. No TENANT shall do or permit anything to be done in its premises or bring or keep anything therein which will in any way increase the rate of fire insurance on the BUILDING or on property kept therein, or anything which will be dangerous to life or limb or which will tend to create a nuisance or injure the reputation of the BUILDING or obstruct or interfere with the rights of other tenants, or in any way injury or annoy them or conflict with the laws relating to fires or with the regulations of the fire department or with any insurance policy upon the BUILDING, or conflict with any of the rules or orders of the Board of Health or with the statutes of the State of Maryland or of the United States or ordinances of Baltimore County or use the premises for any illegal or immoral purposes.

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10. TENANT shall instruct its agents, employees, or co-tenants not to use the hallways, corridors, or stairwells for loitering, lounging, or public gathering. All patient waiting areas are to be within the individual suite.

11. The doors, windows, and transoms that reflect or admit light into passageways or into any place in the BUILDING shall not be covered or obstructed by any TENANT. The water closets and other apparatus shall not be used for any purpose other than for which they were constructed and no sweepings, rubbish, rags, or other substances shall be thrown therein. Any damage resulting to them from such use shall be borne by the TENANT who caused it.

12. Nothing shall be thrown out of the windows or doors or down the passages of the BUILDING or upon the parking lot by any TENANT or any of TENANT's employees or guests.

13. TENANTS, their employees and guests, are not to injure or deface the BUILDING, nor the woodwork, nor the walls of the premises, nor conduct upon the premises obnoxious, noisy, or offensive business or a nuisance, nor conduct an auction therein.

14. There will be no smoking by TENANTS or their employees and guests anywhere in the facility.

15. No bicycle or other vehicle and no animal, except trained dogs that assist the handicapped, shall be allowed in any part of the BUILDING.

16. No TENANT shall accumulate or store in the premises any wastepaper, discarded records, books, paper files, sweepings, rags, rubbish, or other combustible material, unless same shall be stored in steel cabinets and well protected from any external combustion

17. Landlord reserves the right to exclude from the BUILDING all drunken and disorderly persons, idlers, peddlers, solicitors and generally persons of a character and conduct to create a disturbance and persons entering in crowds or in unusual numbers as to cause inconvenience to the other tenants or visitors of the BUILDING.

18. These rules and regulations may be amended from time to time by Landlord. TENANT will be notified of any such amendments.

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EXHIBIT C

JOHNS HOPKINS AT WHITE MARSH
CLEANING SPECIFICATIONS

I. Reception, Waiting and Office Areas

A. Daily

1. Empty, dust and wipe all waste receptacles. Remove trash to the designated area for pick up. Replace plastic liners **as needed, but no less than once a week.**
2. Dust all "open" horizontal and vertical surfaces of desks, work chairs, tables, file cabinets, bookcases, shelves, etc. ***Note: Cleaners will not move or shuffle items on any surface. Cleaners will not dust computers and/ or clean computer screens.***
3. Clean and polish all metal surfaces. Lacquered brass surfaces should be cleaned with warm water on an untreated cloth.
4. Spot clean by damp wiping fingerprints, smears and smudges from around light switches, on doors, doorframes, kick and push plates, handles and glass surfaces.
5. Spot clean interior glass in partitions, doors, tabletops, etc.
6. Sweep and dust mop all tiled floors with a treated dust mop.
7. **Spot mop** all tiled floors to remove spillage and spots using a damp/ wet mop.
8. Vacuum all carpeted areas, moving chairs and other small furniture in order to clean underneath. Carpets shall be free of obvious dirt, dust and any foreign objects, etc. i.e., paper clips
9. Restore furniture to the proper arrangement.
10. Organize magazines in reception areas.

B. Weekly

1. Detail vacuum all corners and edges
2. Vacuum or brush all cloth and/ or fabric furniture.
3. Spot clean all carpeted areas. ***Note: Spills and carpet stains should be reported to Building Services.***
4. Squeegee clean both sides of interior door glass and entrance door glass.
5. Wipe down all workstations and non-wood surfaces with a damp rag.
6. Dust the mini blinds, working in a rotation, so all the blinds have been cleaned once per week.
7. Remove all cobwebs from high corners.

C. Monthly

1. Dust all horizontal and vertical non-work surfaces including sills, light fixtures, chairs, moldings, ledges, shelves, picture frames, vents, radiators, baseboards and partitions, etc. ***note: Cleaners will not move or shuffle items on any surface.***
2. Dust all doors and doorframes.
3. Dust walls up to normal reach of six (6) feet.
4. Clean all ceiling vents. **(Air supplies, returns and exhaust fans)**

II. Rest Rooms (suite/ office area)

D. Daily

1. Empty, dust and wipe waste receptacles and replace with new liners.
2. Replenish all daily supplies to include paper towels, toilet seat covers, toilet paper and hand soap.
3. Sweep and **damp/ wet mop** floors using disinfectant and cleaner. Floors and cove tile and/ or base shall be free of dirt, mop marks, mop strings, gum, etc. and present an overall appearance of cleanliness.

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4. Wash and polish all fixtures, toilets, sinks, mirrors, stainless steel and bright work, waste receptacles and dispensers using a germicidal cleaner/ disinfectant.
5. Clean and disinfect toilet bowls and urinals.
6. Wash both sides of the toilet seats and leave the seats raised.
7. Dust and spot clean all toilet partitions and all walls.
8. Remove spots, stains and splashes from all wall areas.

E. Weekly

1. Clean and polish all chrome fittings and bright work including faucet handles, shelves, metal dispensers and exposed under-the-counter plumbing.

F. Monthly

1. Wash, scrub and sanitize all partitions and walls up to the ceiling with special attention to the cove base.
2. Dust all doors and doorframes.
3. Dust and clean the air supplies, ceiling vents, exhaust fans and door vents.

III. Lunch Rooms, Cafeterias, break rooms and kitchens

G. Daily

1. Empty, dust and wipe all waste receptacles and replace with new liners.
2. Wash all counter tops and cabinet surfaces.
3. Damp wipe the exterior of all refrigerators.
4. Wash all tabletops.
5. Dust all furniture.
6. Spot clean by damp wiping fingerprints, smears and smudges from around light switches, on doors, doorframes, kick and push plates, handles and glass surfaces.
7. Sweep and then **wet** mop all tiled floors.
8. Vacuum all carpeted areas.

H. Weekly

1. Detail vacuum corners and edges.
2. Spray buff tile floors.
3. Remove all cobwebs from high corners.

I. Monthly

1. Dust all horizontal and vertical surfaces including sills, light fixtures, chairs, moldings, ledges, shelves, picture frames, vents, radiators, baseboards, and partitions, etc. ***note: Cleaners will not move or shuffle items on any surface.***
2. Dust walls up to normal reach of six (6) feet.
3. Dust all doors and doorframes.
4. Clean all ceiling vents. **(Air supplies, returns and exhaust fans)**

IV. Exams Rooms

A. Daily

1. Empty, dust and wipe non-medical waste receptacles and replace with new clear liners. ***Note: Trash containing blood and/ or bodily fluids should not be placed in standard trash cans and must be discarded in accordance with proper infectious waste procedures. Any medical trash (red bags) should be placed into the collection boxes by the trained medical staff.***
2. Replenish all daily supplies to include paper towels and **non-clinical** building standard hand soap.
Note: Antiseptic and/ or clinical hand soaps and sanitizers are to be provided, installed and serviced by the doctor's medical staff.

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3. Wet wipe the towel and soap dispensers.
4. Wash and disinfect the sinks and "open" surfaces of the counter tops. *Note: Cleaners will not move or shuffle items on any surface.*
5. Clean the mirrors.
6. Spot clean walls, doors and frames, light switches and cove base.
7. Dust ledges and all horizontal surfaces.
8. Damp wipe all non-fabric furniture until clean. *Note: Excludes exam room tables and exam chairs. Surfaces directly in contact with patients and/ or potentially exposed to bodily fluids are to be cleaned and disinfected by the trained medical staff.*
9. Sweep and damp/ wet mop all tile floors using disinfectant and cleanser with special attention to the edges of the floors and under the exam room tables.
10. Vacuum carpeted areas.
11. Restore furniture to the proper arrangement.

Note: While every reasonable attempt will be made to clean over, under and around any medical equipment, i.e.: exam room tables, radiology equipment, sharps containers, etc., the contractor will not be responsible for moving and/ or cleaning of any of these items.

B. Weekly

1. Detail vacuum all corners and edges
2. Vacuum or brush all cloth and/ or fabric furniture.
3. Spot clean all carpeted areas. *Note: Spills and carpet stains should be reported to Building Services.*
4. Remove all cobwebs from high corners.
5. Spray buff tile floors.

C. Monthly

1. Dust all horizontal and vertical surfaces including sills, light fixtures, chairs, moldings, ledges, shelves, picture frames, vents, radiators, baseboards and partitions, etc. *note: Cleaners will not move or shuffle items on any surface.*
2. Dust walls up to normal reach of six (6) feet
3. Dust all doors and doorframes.
4. Clean all ceiling vents. **(Air supplies, returns and exhaust fans)**

V. Floor Care

a. Carpet

1. Vacuum carpeted high traffic areas nightly.
2. Detail vacuum the entire carpet including the edges and corners weekly.
3. Remove carpet spots (plate size or smaller) weekly unless reported earlier to the building management by the tenant.

b. Resilient Flooring

1. All resilient tile flooring shall be dust mopped or swept thoroughly and then damp mopped daily to maintain a professional appearance.
2. All resilient tile flooring in general office areas, kitchen areas, exam rooms, and work areas shall be spray buffed weekly to maintain a clean, high shine professional appearance.
3. All resilient tile flooring shall be stripped using a neutral base stripper quarterly. Two coats of buffable floor finish will then be applied and buffed to a high luster.

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EXHIBIT D

HAZARDOUS MATERIALS AND SPECIAL MEDICAL WASTE OBLIGATIONS

I. Definitions. For purposes of this Lease Agreement:

A. **"Hazardous Materials"** means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including, without limitation, asbestos, polychlorinated biphenyls, urea-formaldehyde, radon, and any substance defined as or included in the definition of (a) any "Hazardous Waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901 et. seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "Hazardous Substance" as defined by either (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 et. seq.), as amended from time to time, and regulations promulgated thereunder, or (ii) the Maryland Health Environmental Code Annotated, Title 7, subtitle 2, as amended from time to time, and regulations promulgated thereunder; (c) any "Toxic Substance" as defined by the Toxic Substances Control Act, as amended from time to time, and regulations promulgated thereunder; (d) "Medical Waste" including any hazardous or infectious medical waste including, but not limited to, cultures and stocks of infectious agents and associated biologicals, pathological waste, human and animal blood specimens and blood products, anatomical materials, blood, blood-soiled articles, contaminated materials, micro-biological laboratory waste, sharps, chemical waste, infectious waste, chemotherapeutic waste, and radioactive waste; (e) any "oil, petroleum products, and their by-products" as defined by the Maryland Environment Code, Annotated, as amended from time to time, and regulations promulgated thereunder, or any similar law of any other state in which the Premises may be located, other than oil used in, or present as a result of, the day-to-day operation of the Premises; (f) any substance the presence of which on the Premises is prohibited by any federal, state or local law, rule, ordinance or regulation, or any order or decree of any court or -other governmental or quasi-governmental authority having jurisdiction ("Law") similar to those set forth in this definition or requires special handling in its collection, storage, treatment or disposal; and (g) any other substance, pollutant, contaminant, chemical or industrial toxic hazardous substance or waste, including, without limitation, hazardous materials, which by Law requires special handling in its collection, storage, treatment, or disposal, which are not being collected, stored, treated or disposed of in accordance with applicable Law.

B. **"Special Medical Waste"** means a solid waste that is not excluded under Regulation .03 and is composed of:

- (a) Anatomical material;
- (b) Blood;
- (c) Blood-soiled articles;
- (d) Contaminated material;
- (e) Microbiological laboratory waste; or
- (f) Sharps;

which terms are defined as follows.

- (1) **"Anatomical material"** means human or animal body parts, including tissues and organs.
- (2) **"Blood"** means human or animal blood.
- (3) **"Blood-soiled article"** means any article that contains blood in any form as a result of contact with blood.
- (4) **"Contaminated material"** means:

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- (a) Microbiological laboratory waste;
 - (b) The feces of an individual diagnosed as having a disease that may be transmitted to another human being through the feces;
 - (c) An article soiled with the feces of an individual diagnosed as having a disease that may be transmitted to another human being through the feces; or
 - (d) An article that has come into contact with a known infectious agent.
- (5) "Microbiological laboratory waste" means waste from a microbiological laboratory that contains an infectious agent and includes cultures and stocks of infectious agents and associated biologicals.
- (6) "Sharp" means a syringe, needle, surgical instrument, or other article that is capable of cutting or puncturing human skin.

II. Obligations of the Tenant.

A. If the Tenant uses Hazardous Materials in the Premises, or generates Hazardous Materials during the use of the Premises, other than those items defined as Special Medical Waste, the Tenant agrees that the use, generation, or disposal shall be made in compliance with the laws, regulations, or orders of any local, state or federal authority or agency having jurisdiction over the Hazardous Materials. Handling and disposal of the Hazardous Materials shall be at the expense of the Tenant. At the termination of the Lease Term, the Tenant shall remove and dispose of any and all Hazardous Materials used or generated by the Tenant in the Premises or in the Building. If a Tenant fails to proceed with the removal of the Hazardous Materials, or otherwise comply with the law or regulations within a reasonable period or within the cure period permitted under applicable law, the Landlord may declare an Event of Default and may, but is not obligated to, do whatever is necessary to eliminate the Hazardous Materials from the Premises for the Building and the cost of the removal or disposal shall become immediately due and payable by the Tenant to the Landlord without notice at the default rate provided in this Lease. The Tenant will immediately give notice to the Landlord of any violation notice or order from any governmental authority having jurisdiction over Hazardous Materials.

B. Tenant shall give the Landlord prior written notice of the intent to bring Hazardous Materials onto the Premises for its use. No Hazardous Materials will be permitted in Premises except those which are usual and customary for the practice of medicine or research by the Tenant.

C. Tenant shall promptly notify the Landlord in writing of any order or pending or threatened action by any regulatory agency or other governmental body or any claims made by any third party, related to Hazardous Materials on, or emanating from, the Premises. Tenant shall promptly furnish the Landlord with copies of any correspondence or legal pleadings in connection with any claim.

D. Landlord shall have the right, but shall not have the obligation to, notify any regulatory agency or other governmental body of information which may come to its attention with respect to Hazardous Materials on or emanating from the Premises. Tenant irrevocably releases the Landlord from any claim of loss, damage liability, expense or injury related to or arising from any disclosure by the Landlord, so long as the Landlord's conduct was reasonable.

E. If the Tenant produces or generates Special Medical Waste through its use of the Premises, the Tenant covenants and agrees that it will properly dispose of those Special Medical Wastes in accordance with federal, state and local laws and regulations, including, without limitation, the Maryland law and Maryland Regulations (COMAR 26.13.11.01 through .03) throughout the Lease Term. Tenant further agrees that at the conclusion of the Lease Tenant will remove and properly dispose of all Medical Wastes from the Premises.

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F. Landlord reserves the right to secure the services of an environmental audit company or service from time to time to inspect the Premises and to verify that Hazardous Materials and Special Medical Wastes are being disposed of properly in the Premises. The costs of such services shall be borne by the Landlord.

III. Indemnification.

Tenant expressly acknowledges and agrees that it will reimburse, defend, indemnify and hold harmless the Landlord and the holder of any mortgage or deed of trust on the Real Property, their successors, assigns and other parties claiming any interest in the Real Property, from and against any and all liabilities, claims, damages, demands, causes of action, administrative orders, consent agreements, penalties, expenditures, losses or charges (including, but not limited to, all Costs of investigation, monitoring, legal fees, remedial response, removal, restoration or permit acquisitions) which now or in the future may be undertaken, suffered, paid, awarded, assessed or otherwise incurred as a result of or in connection with any of the following actions arising out of the use of the Premises or any Hazardous Materials or Special Medical Waste used, produced, or generated by the Tenant in or about the Premises or the Building: (i) claims that are related directly or indirectly in whole or in part to the presence or removal of any of its Hazardous Materials or Special Medical Wastes; (ii) any investigation, monitoring, clean-up, removal, restoration, remedial response or remedial work undertaken in the Premises by or after the date of the Tenant's occupancy; (iii) noncompliance by the Tenant with any applicable federal, state, or local laws, rules or regulations relating to Hazardous Materials or Special Medical Waste.

Landlord represents and warrants, to the best of its knowledge, there are no Hazardous Materials or Special Medical Waste existing on the Premises as of the Lease Commencement Date, and Landlord shall indemnify, defend hold harmless Tenant against any claims, suits, causes of action, costs, fees, including attorneys fees and costs, arising out of or in connection with any clean-up work, inquiry or enforcement proceeding in connection therewith.

EXHIBIT B
Premises

(See attached.)

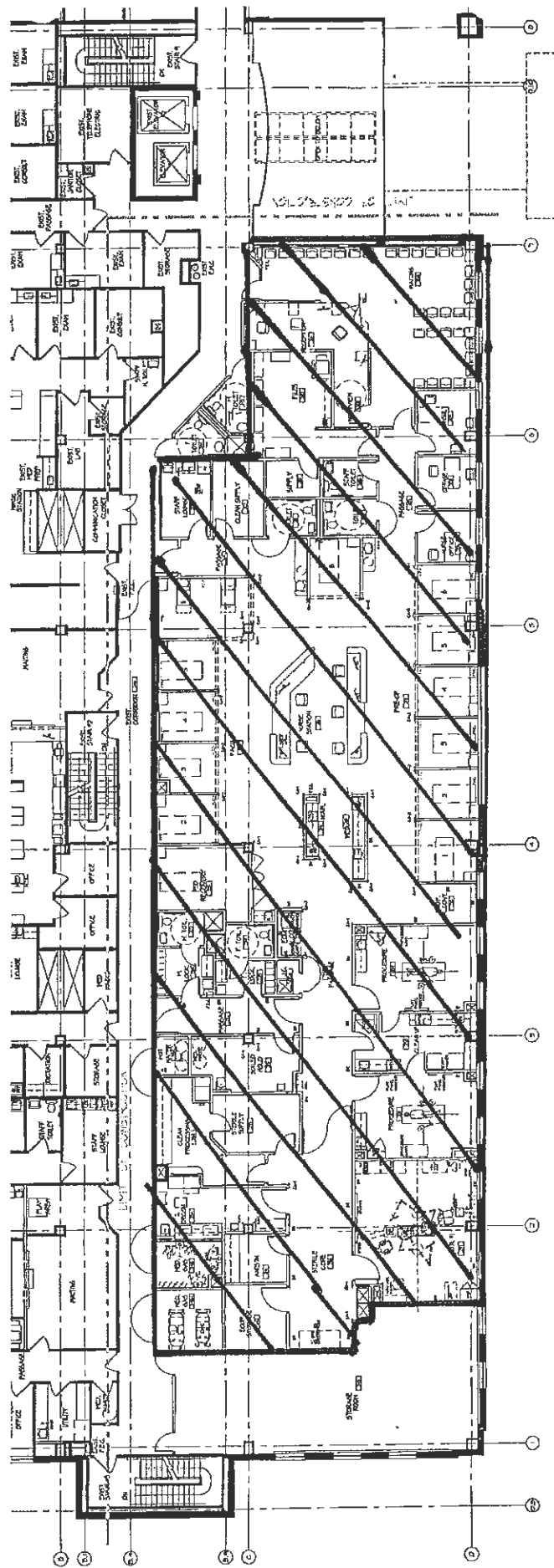


EXHIBIT C

**ANNUAL RENT SCHEDULE
AND
TI REIMBURSABLE AMOUNT AMORTIZATION SCHEDULE**

Tenant **White Marsh Surgery Center**
Suite **250**
Commencement
Date **9/1/2007**
Rentable S.F. **9,883**

	Base Rate per S.F.	Tenant Improvement Amortization	Total Rent	Annual Amount	Monthly Amount
9/01/07-6/30/08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7/01/08-6/30/09	\$21.00	\$20.16	\$41.16	\$406,796.40	\$33,899.70
7/01/09-6/30/10	\$21.63	\$20.16	\$41.79	\$413,022.69	\$34,418.56
7/01/10-6/30/11	\$22.28	\$20.16	\$42.44	\$419,435.77	\$34,952.98
7/01/11-6/30/12	\$22.95	\$20.16	\$43.11	\$426,041.24	\$35,503.44
7/01/12-6/30/13	\$23.64	\$20.16	\$43.80	\$432,844.87	\$36,070.41
7/01/13-6/30/14	\$24.34	\$20.16	\$44.51	\$439,852.62	\$36,654.38
7/01/14-6/30/15	\$25.08	\$20.16	\$45.24	\$447,070.60	\$37,255.88
7/01/15-6/30/16	\$25.83	\$20.16	\$45.99	\$454,505.11	\$37,875.43
7/01/16-6/30/17	\$26.60	\$20.16	\$46.76	\$462,162.66	\$38,513.56
7/01/17-6/30/18	\$27.40	\$20.16	\$47.56	\$470,049.94	\$39,170.83
7/01/18-6/30/19	\$28.22	\$20.16	\$48.38	\$478,173.84	\$39,847.82
7/01/19-6/30/20	\$29.07	\$20.16	\$49.23	\$486,541.45	\$40,545.12
7/01/20-6/30/21	\$29.94	\$20.16	\$50.10	\$495,160.09	\$41,263.34
7/01/21-6/30/22	\$30.84	\$20.16	\$51.00	\$504,037.29	\$42,003.11
7/01/22-6/30/23	\$31.76	\$20.16	\$51.93	\$513,180.81	\$42,765.07

Loan Calculator

Enter Values	
Loan Amount	\$ 1,906,131.73
Annual Interest Rate	6.50 %
Loan Period in Years	15
Number of Payments Per Year	12
Start Date of Loan	7/1/2008
Optional Extra Payments	\$ -

Loan Summary	
Scheduled Payment	\$ 16,604.45
Scheduled Number of Payments	180
Actual Number of Payments	180
Total Early Payments	\$ -
Total Interest	\$1,082,669.97

Lender Name:

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	8/1/2008	\$ 1,906,131.73	\$ 16,604.45	\$ -	\$ 16,604.45	\$ 6,279.57	\$ 10,324.88	\$ 1,899,852.16
2	9/1/2008	1,899,852.16	16,604.45	-	16,604.45	6,313.59	10,290.87	1,893,538.57
3	10/1/2008	1,893,538.57	16,604.45	-	16,604.45	6,347.79	10,256.67	1,887,190.78
4	11/1/2008	1,887,190.78	16,604.45	-	16,604.45	6,382.17	10,222.28	1,880,808.61
5	12/1/2008	1,880,808.61	16,604.45	-	16,604.45	6,416.74	10,187.71	1,874,391.87
6	1/1/2009	1,874,391.87	16,604.45	-	16,604.45	6,451.50	10,152.96	1,867,940.37
7	2/1/2009	1,867,940.37	16,604.45	-	16,604.45	6,486.44	10,118.01	1,861,453.93
8	3/1/2009	1,861,453.93	16,604.45	-	16,604.45	6,521.58	10,082.88	1,854,932.35
9	4/1/2009	1,854,932.35	16,604.45	-	16,604.45	6,556.90	10,047.55	1,848,375.45
10	5/1/2009	1,848,375.45	16,604.45	-	16,604.45	6,592.42	10,012.03	1,841,783.03
11	6/1/2009	1,841,783.03	16,604.45	-	16,604.45	6,628.13	9,976.32	1,835,154.90
12	7/1/2009	1,835,154.90	16,604.45	-	16,604.45	6,664.03	9,940.42	1,828,490.87
13	8/1/2009	1,828,490.87	16,604.45	-	16,604.45	6,700.13	9,904.33	1,821,790.74
14	9/1/2009	1,821,790.74	16,604.45	-	16,604.45	6,736.42	9,868.03	1,815,054.32
15	10/1/2009	1,815,054.32	16,604.45	-	16,604.45	6,772.91	9,831.54	1,808,281.41
16	11/1/2009	1,808,281.41	16,604.45	-	16,604.45	6,809.60	9,794.86	1,801,471.81
17	12/1/2009	1,801,471.81	16,604.45	-	16,604.45	6,846.48	9,757.97	1,794,625.33
18	1/1/2010	1,794,625.33	16,604.45	-	16,604.45	6,883.57	9,720.89	1,787,741.76
19	2/1/2010	1,787,741.76	16,604.45	-	16,604.45	6,920.85	9,683.60	1,780,820.91
20	3/1/2010	1,780,820.91	16,604.45	-	16,604.45	6,958.34	9,646.11	1,773,862.57
21	4/1/2010	1,773,862.57	16,604.45	-	16,604.45	6,996.03	9,608.42	1,766,866.54
22	5/1/2010	1,766,866.54	16,604.45	-	16,604.45	7,033.93	9,570.53	1,759,832.61
23	6/1/2010	1,759,832.61	16,604.45	-	16,604.45	7,072.03	9,532.43	1,752,760.58
24	7/1/2010	1,752,760.58	16,604.45	-	16,604.45	7,110.33	9,494.12	1,745,650.25
25	8/1/2010	1,745,650.25	16,604.45	-	16,604.45	7,148.85	9,455.61	1,738,501.40
26	9/1/2010	1,738,501.40	16,604.45	-	16,604.45	7,187.57	9,416.88	1,731,313.83
27	10/1/2010	1,731,313.83	16,604.45	-	16,604.45	7,226.50	9,377.95	1,724,087.33
28	11/1/2010	1,724,087.33	16,604.45	-	16,604.45	7,265.65	9,338.81	1,716,821.68
29	12/1/2010	1,716,821.68	16,604.45	-	16,604.45	7,305.00	9,299.45	1,709,516.68
30	1/1/2011	1,709,516.68	16,604.45	-	16,604.45	7,344.57	9,259.88	1,702,172.10
31	2/1/2011	1,702,172.10	16,604.45	-	16,604.45	7,384.35	9,220.10	1,694,787.75
32	3/1/2011	1,694,787.75	16,604.45	-	16,604.45	7,424.35	9,180.10	1,687,363.39
33	4/1/2011	1,687,363.39	16,604.45	-	16,604.45	7,464.57	9,139.89	1,679,898.83
34	5/1/2011	1,679,898.83	16,604.45	-	16,604.45	7,505.00	9,099.45	1,672,393.82
35	6/1/2011	1,672,393.82	16,604.45	-	16,604.45	7,545.65	9,058.80	1,664,848.17
36	7/1/2011	1,664,848.17	16,604.45	-	16,604.45	7,586.53	9,017.93	1,657,261.64
37	8/1/2011	1,657,261.64	16,604.45	-	16,604.45	7,627.62	8,976.83	1,649,634.02
38	9/1/2011	1,649,634.02	16,604.45	-	16,604.45	7,668.94	8,935.52	1,641,965.09
39	10/1/2011	1,641,965.09	16,604.45	-	16,604.45	7,710.48	8,893.98	1,634,254.61
40	11/1/2011	1,634,254.61	16,604.45	-	16,604.45	7,752.24	8,852.21	1,626,502.37
41	12/1/2011	1,626,502.37	16,604.45	-	16,604.45	7,794.23	8,810.22	1,618,708.14
42	1/1/2012	1,618,708.14	16,604.45	-	16,604.45	7,836.45	8,768.00	1,610,871.69
43	2/1/2012	1,610,871.69	16,604.45	-	16,604.45	7,878.90	8,725.55	1,602,992.79
44	3/1/2012	1,602,992.79	16,604.45	-	16,604.45	7,921.58	8,682.88	1,595,071.21
45	4/1/2012	1,595,071.21	16,604.45	-	16,604.45	7,964.48	8,639.97	1,587,106.73
46	5/1/2012	1,587,106.73	16,604.45	-	16,604.45	8,007.63	8,596.83	1,579,099.10
47	6/1/2012	1,579,099.10	16,604.45	-	16,604.45	8,051.00	8,553.45	1,571,048.10
48	7/1/2012	1,571,048.10	16,604.45	-	16,604.45	8,094.61	8,509.84	1,562,953.49
49	8/1/2012	1,562,953.49	16,604.45	-	16,604.45	8,138.46	8,466.00	1,554,815.03
50	9/1/2012	1,554,815.03	16,604.45	-	16,604.45	8,182.54	8,421.91	1,546,632.49
51	10/1/2012	1,546,632.49	16,604.45	-	16,604.45	8,226.86	8,377.59	1,538,405.63
52	11/1/2012	1,538,405.63	16,604.45	-	16,604.45	8,271.42	8,333.03	1,530,134.21
53	12/1/2012	1,530,134.21	16,604.45	-	16,604.45	8,316.23	8,288.23	1,521,817.98
54	1/1/2013	1,521,817.98	16,604.45	-	16,604.45	8,361.27	8,243.18	1,513,456.71
55	2/1/2013	1,513,456.71	16,604.45	-	16,604.45	8,406.56	8,197.89	1,505,050.15

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
56	3/1/2013	1,505,050.15	16,604.45	-	16,604.45	8,452.10	8,152.35	1,496,598.05
57	4/1/2013	1,496,598.05	16,604.45	-	16,604.45	8,497.88	8,106.57	1,488,100.17
58	5/1/2013	1,488,100.17	16,604.45	-	16,604.45	8,543.91	8,060.54	1,479,556.25
59	6/1/2013	1,479,556.25	16,604.45	-	16,604.45	8,590.19	8,014.26	1,470,966.06
60	7/1/2013	1,470,966.06	16,604.45	-	16,604.45	8,636.72	7,967.73	1,462,329.34
61	8/1/2013	1,462,329.34	16,604.45	-	16,604.45	8,683.50	7,920.95	1,453,645.84
62	9/1/2013	1,453,645.84	16,604.45	-	16,604.45	8,730.54	7,873.91	1,444,915.30
63	10/1/2013	1,444,915.30	16,604.45	-	16,604.45	8,777.83	7,826.62	1,436,137.47
64	11/1/2013	1,436,137.47	16,604.45	-	16,604.45	8,825.38	7,779.08	1,427,312.10
65	12/1/2013	1,427,312.10	16,604.45	-	16,604.45	8,873.18	7,731.27	1,418,438.92
66	1/1/2014	1,418,438.92	16,604.45	-	16,604.45	8,921.24	7,683.21	1,409,517.67
67	2/1/2014	1,409,517.67	16,604.45	-	16,604.45	8,969.57	7,634.89	1,400,548.11
68	3/1/2014	1,400,548.11	16,604.45	-	16,604.45	9,018.15	7,586.30	1,391,529.95
69	4/1/2014	1,391,529.95	16,604.45	-	16,604.45	9,067.00	7,537.45	1,382,462.95
70	5/1/2014	1,382,462.95	16,604.45	-	16,604.45	9,116.11	7,488.34	1,373,346.84
71	6/1/2014	1,373,346.84	16,604.45	-	16,604.45	9,165.49	7,438.96	1,364,181.35
72	7/1/2014	1,364,181.35	16,604.45	-	16,604.45	9,215.14	7,389.32	1,354,966.21
73	8/1/2014	1,354,966.21	16,604.45	-	16,604.45	9,265.05	7,339.40	1,345,701.16
74	9/1/2014	1,345,701.16	16,604.45	-	16,604.45	9,315.24	7,289.21	1,336,385.92
75	10/1/2014	1,336,385.92	16,604.45	-	16,604.45	9,365.70	7,238.76	1,327,020.22
76	11/1/2014	1,327,020.22	16,604.45	-	16,604.45	9,416.43	7,188.03	1,317,603.79
77	12/1/2014	1,317,603.79	16,604.45	-	16,604.45	9,467.43	7,137.02	1,308,136.36
78	1/1/2015	1,308,136.36	16,604.45	-	16,604.45	9,518.72	7,085.74	1,298,617.65
79	2/1/2015	1,298,617.65	16,604.45	-	16,604.45	9,570.27	7,034.18	1,289,047.37
80	3/1/2015	1,289,047.37	16,604.45	-	16,604.45	9,622.11	6,982.34	1,279,425.26
81	4/1/2015	1,279,425.26	16,604.45	-	16,604.45	9,674.23	6,930.22	1,269,751.02
82	5/1/2015	1,269,751.02	16,604.45	-	16,604.45	9,726.64	6,877.82	1,260,024.39
83	6/1/2015	1,260,024.39	16,604.45	-	16,604.45	9,779.32	6,825.13	1,250,245.06
84	7/1/2015	1,250,245.06	16,604.45	-	16,604.45	9,832.29	6,772.16	1,240,412.77
85	8/1/2015	1,240,412.77	16,604.45	-	16,604.45	9,885.55	6,718.90	1,230,527.22
86	9/1/2015	1,230,527.22	16,604.45	-	16,604.45	9,939.10	6,665.36	1,220,588.12
87	10/1/2015	1,220,588.12	16,604.45	-	16,604.45	9,992.93	6,611.52	1,210,595.19
88	11/1/2015	1,210,595.19	16,604.45	-	16,604.45	10,047.06	6,557.39	1,200,548.12
89	12/1/2015	1,200,548.12	16,604.45	-	16,604.45	10,101.48	6,502.97	1,190,446.64
90	1/1/2016	1,190,446.64	16,604.45	-	16,604.45	10,156.20	6,448.25	1,180,290.44
91	2/1/2016	1,180,290.44	16,604.45	-	16,604.45	10,211.21	6,393.24	1,170,079.22
92	3/1/2016	1,170,079.22	16,604.45	-	16,604.45	10,266.52	6,337.93	1,159,812.70
93	4/1/2016	1,159,812.70	16,604.45	-	16,604.45	10,322.14	6,282.32	1,149,490.56
94	5/1/2016	1,149,490.56	16,604.45	-	16,604.45	10,378.05	6,226.41	1,139,112.52
95	6/1/2016	1,139,112.52	16,604.45	-	16,604.45	10,434.26	6,170.19	1,128,678.26
96	7/1/2016	1,128,678.26	16,604.45	-	16,604.45	10,490.78	6,113.67	1,118,187.48
97	8/1/2016	1,118,187.48	16,604.45	-	16,604.45	10,547.61	6,056.85	1,107,639.87
98	9/1/2016	1,107,639.87	16,604.45	-	16,604.45	10,604.74	5,999.72	1,097,035.13
99	10/1/2016	1,097,035.13	16,604.45	-	16,604.45	10,662.18	5,942.27	1,086,372.95
100	11/1/2016	1,086,372.95	16,604.45	-	16,604.45	10,719.93	5,884.52	1,075,653.02
101	12/1/2016	1,075,653.02	16,604.45	-	16,604.45	10,778.00	5,826.45	1,064,875.02
102	1/1/2017	1,064,875.02	16,604.45	-	16,604.45	10,836.38	5,768.07	1,054,038.64
103	2/1/2017	1,054,038.64	16,604.45	-	16,604.45	10,895.08	5,709.38	1,043,143.56
104	3/1/2017	1,043,143.56	16,604.45	-	16,604.45	10,954.09	5,650.36	1,032,189.47
105	4/1/2017	1,032,189.47	16,604.45	-	16,604.45	11,013.43	5,591.03	1,021,176.04
106	5/1/2017	1,021,176.04	16,604.45	-	16,604.45	11,073.08	5,531.37	1,010,102.96
107	6/1/2017	1,010,102.96	16,604.45	-	16,604.45	11,133.06	5,471.39	998,969.89
108	7/1/2017	998,969.89	16,604.45	-	16,604.45	11,193.37	5,411.09	987,776.53
109	8/1/2017	987,776.53	16,604.45	-	16,604.45	11,254.00	5,350.46	976,522.53
110	9/1/2017	976,522.53	16,604.45	-	16,604.45	11,314.96	5,289.50	965,207.57
111	10/1/2017	965,207.57	16,604.45	-	16,604.45	11,376.25	5,228.21	953,831.33
112	11/1/2017	953,831.33	16,604.45	-	16,604.45	11,437.87	5,166.59	942,393.46
113	12/1/2017	942,393.46	16,604.45	-	16,604.45	11,499.82	5,104.63	930,893.64
114	1/1/2018	930,893.64	16,604.45	-	16,604.45	11,562.11	5,042.34	919,331.52
115	2/1/2018	919,331.52	16,604.45	-	16,604.45	11,624.74	4,979.71	907,706.78
116	3/1/2018	907,706.78	16,604.45	-	16,604.45	11,687.71	4,916.75	896,019.07
117	4/1/2018	896,019.07	16,604.45	-	16,604.45	11,751.02	4,853.44	884,268.05
118	5/1/2018	884,268.05	16,604.45	-	16,604.45	11,814.67	4,789.79	872,453.39
119	6/1/2018	872,453.39	16,604.45	-	16,604.45	11,878.66	4,725.79	860,574.72
120	7/1/2018	860,574.72	16,604.45	-	16,604.45	11,943.01	4,661.45	848,631.71
121	8/1/2018	848,631.71	16,604.45	-	16,604.45	12,007.70	4,596.76	836,624.01
122	9/1/2018	836,624.01	16,604.45	-	16,604.45	12,072.74	4,531.71	824,551.27
123	10/1/2018	824,551.27	16,604.45	-	16,604.45	12,138.13	4,466.32	812,413.14
124	11/1/2018	812,413.14	16,604.45	-	16,604.45	12,203.88	4,400.57	800,209.26

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
125	12/1/2018	800,209.26	16,604.45	-	16,604.45	12,269.99	4,334.47	787,939.27
126	1/1/2019	787,939.27	16,604.45	-	16,604.45	12,336.45	4,268.00	775,602.82
127	2/1/2019	775,602.82	16,604.45	-	16,604.45	12,403.27	4,201.18	763,199.55
128	3/1/2019	763,199.55	16,604.45	-	16,604.45	12,470.46	4,134.00	750,729.09
129	4/1/2019	750,729.09	16,604.45	-	16,604.45	12,538.00	4,066.45	738,191.09
130	5/1/2019	738,191.09	16,604.45	-	16,604.45	12,605.92	3,998.54	725,585.17
131	6/1/2019	725,585.17	16,604.45	-	16,604.45	12,674.20	3,930.25	712,910.97
132	7/1/2019	712,910.97	16,604.45	-	16,604.45	12,742.85	3,861.60	700,168.12
133	8/1/2019	700,168.12	16,604.45	-	16,604.45	12,811.88	3,792.58	687,356.24
134	9/1/2019	687,356.24	16,604.45	-	16,604.45	12,881.27	3,723.18	674,474.96
135	10/1/2019	674,474.96	16,604.45	-	16,604.45	12,951.05	3,653.41	661,523.92
136	11/1/2019	661,523.92	16,604.45	-	16,604.45	13,021.20	3,583.25	648,502.72
137	12/1/2019	648,502.72	16,604.45	-	16,604.45	13,091.73	3,512.72	635,410.99
138	1/1/2020	635,410.99	16,604.45	-	16,604.45	13,162.64	3,441.81	622,248.34
139	2/1/2020	622,248.34	16,604.45	-	16,604.45	13,233.94	3,370.51	609,014.40
140	3/1/2020	609,014.40	16,604.45	-	16,604.45	13,305.63	3,298.83	595,708.77
141	4/1/2020	595,708.77	16,604.45	-	16,604.45	13,377.70	3,226.76	582,331.08
142	5/1/2020	582,331.08	16,604.45	-	16,604.45	13,450.16	3,154.29	568,880.92
143	6/1/2020	568,880.92	16,604.45	-	16,604.45	13,523.02	3,081.44	555,357.90
144	7/1/2020	555,357.90	16,604.45	-	16,604.45	13,596.27	3,008.19	541,761.63
145	8/1/2020	541,761.63	16,604.45	-	16,604.45	13,669.91	2,934.54	528,091.72
146	9/1/2020	528,091.72	16,604.45	-	16,604.45	13,743.96	2,860.50	514,347.77
147	10/1/2020	514,347.77	16,604.45	-	16,604.45	13,818.40	2,786.05	500,529.36
148	11/1/2020	500,529.36	16,604.45	-	16,604.45	13,893.25	2,711.20	486,636.11
149	12/1/2020	486,636.11	16,604.45	-	16,604.45	13,968.51	2,635.95	472,667.60
150	1/1/2021	472,667.60	16,604.45	-	16,604.45	14,044.17	2,560.28	458,623.43
151	2/1/2021	458,623.43	16,604.45	-	16,604.45	14,120.24	2,484.21	444,503.19
152	3/1/2021	444,503.19	16,604.45	-	16,604.45	14,196.73	2,407.73	430,306.46
153	4/1/2021	430,306.46	16,604.45	-	16,604.45	14,273.63	2,330.83	416,032.83
154	5/1/2021	416,032.83	16,604.45	-	16,604.45	14,350.94	2,253.51	401,681.89
155	6/1/2021	401,681.89	16,604.45	-	16,604.45	14,428.68	2,175.78	387,253.21
156	7/1/2021	387,253.21	16,604.45	-	16,604.45	14,506.83	2,097.62	372,746.38
157	8/1/2021	372,746.38	16,604.45	-	16,604.45	14,585.41	2,019.04	358,160.97
158	9/1/2021	358,160.97	16,604.45	-	16,604.45	14,664.42	1,940.04	343,496.55
159	10/1/2021	343,496.55	16,604.45	-	16,604.45	14,743.85	1,860.61	328,752.70
160	11/1/2021	328,752.70	16,604.45	-	16,604.45	14,823.71	1,780.74	313,928.99
161	12/1/2021	313,928.99	16,604.45	-	16,604.45	14,904.01	1,700.45	299,024.99
162	1/1/2022	299,024.99	16,604.45	-	16,604.45	14,984.74	1,619.72	284,040.25
163	2/1/2022	284,040.25	16,604.45	-	16,604.45	15,065.90	1,538.55	268,974.35
164	3/1/2022	268,974.35	16,604.45	-	16,604.45	15,147.51	1,456.94	253,826.84
165	4/1/2022	253,826.84	16,604.45	-	16,604.45	15,229.56	1,374.90	238,597.28
166	5/1/2022	238,597.28	16,604.45	-	16,604.45	15,312.05	1,292.40	223,285.23
167	6/1/2022	223,285.23	16,604.45	-	16,604.45	15,394.99	1,209.46	207,890.24
168	7/1/2022	207,890.24	16,604.45	-	16,604.45	15,478.38	1,126.07	192,411.86
169	8/1/2022	192,411.86	16,604.45	-	16,604.45	15,562.22	1,042.23	176,849.63
170	9/1/2022	176,849.63	16,604.45	-	16,604.45	15,646.52	957.94	161,203.12
171	10/1/2022	161,203.12	16,604.45	-	16,604.45	15,731.27	873.18	145,471.85
172	11/1/2022	145,471.85	16,604.45	-	16,604.45	15,816.48	787.97	129,655.36
173	12/1/2022	129,655.36	16,604.45	-	16,604.45	15,902.15	702.30	113,753.21
174	1/1/2023	113,753.21	16,604.45	-	16,604.45	15,988.29	616.16	97,764.92
175	2/1/2023	97,764.92	16,604.45	-	16,604.45	16,074.89	529.56	81,690.03
176	3/1/2023	81,690.03	16,604.45	-	16,604.45	16,161.97	442.49	65,528.06
177	4/1/2023	65,528.06	16,604.45	-	16,604.45	16,249.51	354.94	49,278.55
178	5/1/2023	49,278.55	16,604.45	-	16,604.45	16,337.53	266.93	32,941.02
179	6/1/2023	32,941.02	16,604.45	-	16,604.45	16,426.02	178.43	16,515.00
180	7/1/2023	16,515.00	16,604.45	-	16,515.00	16,425.54	89.46	0.00

FIRST AMENDMENT TO SHORT FORM SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO SHORT FORM SUBLEASE AGREEMENT (this "First Amendment") is entered into on this 24th day of November 2014, by and between THE JOHNS HOPKINS HEALTH SYSTEM CORPORATION, a Maryland not-for-profit corporation ("Sublandlord") and JH VENTURES LLC / WHITE MARSH SURGERY CENTER SERIES, a Delaware Series limited liability company ("Subtenant").

RECITALS:

WHEREAS, the parties entered into that certain Short Form Sublease Agreement dated September 15, 2007 (the "Sublease") for premises ("Premises") containing 9,883 rentable square feet located in the building ("Building") commonly known as Johns Hopkins at White Marsh Health Center located at 4924 Campbell Boulevard, White Marsh, Maryland 21236, in the suite commonly known as Suite 250; and

WHEREAS, Sublandlord and Subtenant have agreed to amend the Sublease in the manner set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals; Definitions.** The Recitals set forth above are hereby incorporated into and made a part of this First Amendment. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Sublease.
2. **Reduction in Base Rent.** Exhibit C to the Sublease is deleted in its entirety and is replaced with Exhibit C (1st Amendment) which is attached hereto and incorporated herein.
3. **Binding Effect.** This First Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
4. **Continuing Obligation.** Except as expressly provided in this First Amendment, the rights and obligations of the Sublandlord and Subtenant under the Sublease shall remain in full force and effect, and are not amended, and all terms and conditions of the Sublease are incorporated in this First Amendment as though set forth at length herein.
5. **Authority.** Each individual executing this First Amendment on behalf of a party hereto represents and warrants that he or she is duly authorized to and does

execute and deliver this First Amendment pursuant to express authority from the relevant party.

6. **Entire Sublease.** The Sublease, as modified by this First Amendment, constitutes and contains the entire agreement between the parties with respect to its subject matter, and there are no binding agreements or representations between the parties except as expressed in the Sublease, as amended by this First Amendment. No inducements, representations, understandings or agreements have been made or relied upon in the making hereof, except those specifically set forth herein. Neither party hereto may rely on any prior or contemporaneous representations made by anyone concerning the Sublease, as amended by this First Amendment, which are not herein set forth.

7. **Counterparts.** Provided that all parties hereto execute at least one (1) original of this First Amendment, this First Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this First Amendment may be delivered by facsimile transmission or by other comparable means.

8. **Effect of Amendment.** This First Amendment modifies the Sublease. In the event of any conflict or discrepancy between the Sublease and/or any other previous documents between the parties and the provisions of this First Amendment, the provisions of this First Amendment shall control.

*(Remainder of page intentionally left blank.
Signatures are on the following page.)*

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment under seal as of the day and year first above written.

SUBLANDLORD

WITNESS:

Theresa Harris

THE JOHNS HOPKINS HEALTH
SYSTEM CORPORATION

BY: *Ronald R. Peterson* (SEAL)
Ronald R. Peterson
President

SUBTENANT

WITNESS:

Marian Sleeper

JH VENTURES LLC/WHITE MARSH
SURGERY CENTER SERIES

By: *Walker G. Wylie* (SEAL)
Walker G Wylie,
President, Management Committee

EXHIBIT C
1st AMENDMENT

**ANNUAL RENT SCHEDULE
AND
TI REIMBURSABLE AMOUNT AMORTIZATION SCHEDULE**

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Outstanding rent to be amortized

Rent	1-May-13	\$	19,469.51
Tl	1-May-13	\$	16,603.44
Rent	1-Jun-13	\$	19,469.51
Tl	1-Jun-13	\$	16,603.44
Rent	1-Jul-13	\$	20,046.02
Tl	1-Jul-13	\$	16,603.44
Rent	1-Aug-13	\$	20,046.02
Tl	1-Aug-13	\$	16,603.44
Rent	1-Sep-13	\$	20,046.02
Tl	1-Sep-13	\$	16,603.44
Rent	1-Oct-13	\$	20,046.02
Tl	1-Oct-13	\$	16,603.44
Rent	1-Nov-13	\$	20,046.02
Tl	1-Nov-13	\$	16,603.44
Rent	1-Dec-13	\$	20,046.02
Tl	1-Dec-13	\$	16,603.44
Rent	1-Jan-14	\$	20,046.02
Tl	1-Jan-14	\$	16,603.44
Rent	1-Feb-14	\$	20,046.02
Tl	1-Feb-14	\$	16,603.44
Rent	1-Mar-14	\$	20,046.02
Tl	1-Mar-14	\$	16,603.44
Rent	1-Apr-14	\$	20,046.02
Tl	1-Apr-14	\$	16,603.44
Rent	1-May-14	\$	20,046.02
Tl	1-May-14	\$	16,603.44
Rent	1-Jun-14	\$	20,046.02
Tl	1-Jun-14	\$	16,603.44

Total \$ 511,939.42

Remaing months on lease 105

Additional rent due per month \$ 4,875.61