

SECOND AMENDMENT TO AGREEMENT OF LEASE

THIS SECOND AMENDMENT TO AGREEMENT OF LEASE ("Second Amendment") is made as of this 22nd day of August, 2013 ("Effective Date") between FSK LAND CORPORATION, a nonprofit Maryland corporation having a place of business at 333 Cassell Drive, Suite 4000, Baltimore, Maryland 21224 ("Landlord"), as landlord, and JOHNS HOPKINS BAYVIEW MEDICAL CENTER, INC., a nonprofit Maryland corporation having a place of business at 4940 Eastern Avenue, Baltimore, Maryland 21225 ("Tenant"), as tenant.

RECITALS

WHEREAS, Landlord and Tenant entered into an Agreement of Lease dated as of January 1, 1989 which has been recorded among the Land Records of Baltimore City in Liber S.E.B. 2003 folio 305, as amended by that certain First Amendment to Agreement of Lease dated June 25, 1990 ("First Amendment") (collectively the "Lease"), pursuant to which Tenant leases from Landlord all that lot or parcel of ground situate, lying and being in the State of Maryland and City of Baltimore, comprising 16.875 acres, and shown as Parcel 5 on a subdivision plat entitled, "Second Amended Record Plat, FSK Land Corporation, Johns Hopkins Bayview Research Campus, Baltimore, Maryland," recorded in the Plat Records of Baltimore City, Maryland on December 16, 1988 in Plat Record S.E.B. No. 3249; and

WHEREAS, in connection with a bond financing transaction, the proceeds of which will benefit Tenant, Tenant has requested, and Landlord has agreed, to extend the term of the Lease until the Expiration Date (defined herein) and to make the other changes to the Lease as are more fully set forth herein.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant hereby agrees as follows:

1. **Incorporation of Recitals; Defined Terms.**
 - a. The Recitals set forth above are hereby incorporated into and made a part of this Second Amendment.
 - b. Capitalized terms used, but not otherwise defined herein, shall have the meaning ascribed to them in the Lease.
2. **Extension of Term.** Effective as of the Effective Date, the Term shall be extended for an additional fifty (50) years from the Effective Date, to the effect that, unless sooner terminated in accordance with the provisions of the Lease, the Term of the Lease shall now expire on August 31st, 2063 ("Expiration Date").
3. **Amendment to Section 3.2(b).** Section 3.2(b) of the Lease, as described in the First Amendment, is hereby deleted in its entirety and replaced with the following:

“(b) For that portion of the Term beginning on January 1, 2020 and ending on the Expiration Date, Tenant shall pay to Landlord annual rent in the sum of One Dollar (\$1.00) payable on January 1st of each year. Annual Rent for the year in which the Expiration Date occurs shall not be prorated.”

4. **Continuing Obligation.** Except as expressly provided in this Second Amendment, the rights and obligations of the Landlord and Tenant under the Lease shall remain in full force and effect, and are not amended, and all terms and conditions of the Lease are incorporated in this Second Amendment as though set forth at length herein.

5. **Binding Effect.** This Second Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

6. **Authority.** Each individual executing this Second Amendment on behalf of a party hereto represents and warrants that he or she is duly authorized to and does execute and deliver this Second Amendment pursuant to express authority from the relevant party.

7. **Entire Lease.** The Lease, as modified by this Second 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 Lease, as amended by this Second 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 Lease, as amended by this Second Amendment, which are not herein set forth.

8. **Counterparts.** Provided that all parties hereto execute at least one (1) original of this Second Amendment, this Second 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 Second Amendment may be delivered by facsimile transmission or by other comparable means.

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

[Signature Page Follows]

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

WITNESS:

FSK LAND CORPORATION

By: _____

Brian Dembeck

President

WITNESS:

Linda M. Koppelman

JOHNS HOPKINS BAYVIEW MEDICAL CENTER,
INC.

By:  _____

Richard G. Bennett, M.D.

President

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

WITNESS:

Donna M. Mazzoni

FSK LAND CORPORATION

By: Brian Dembeck

Brian Dembeck

President

WITNESS:

JOHNS HOPKINS BAYVIEW MEDICAL CENTER,
INC.

By: _____

Richard G. Bennett, M.D.

President