

TERM LOAN AGREEMENT

THIS LOAN AGREEMENT (together with the Exhibits, as the foregoing may be from time to time amended, modified, extended, renewed, refinanced and/or supplemented, referred to as this “**Agreement**”) is made as of this 1st day of July, 2007, by HK Ohio Drive Marketplace, LLC, a Maryland limited liability company (“**Borrower**”), and Longfellow Bank, N.A. (with its successors, assigns and nominees, “**Lender**”):

WITNESSETH:

WHEREAS, Borrower has requested that Lender provide a term loan to Borrower in the principal amount of up to Four Million One Hundred Twenty-Five Thousand and 00/100 Dollars (\$4,125,000.00) (each initially capitalized term used in these recitals having the meaning ascribed to it in Article 1 [Definitions] of this Agreement);

WHEREAS, the Loan shall be used to finance the acquisition of the Project; and

WHEREAS, Lender is willing to provide the Loan upon the terms and conditions hereinafter set forth and the other Loan Documents.

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree, represent and warrant as follows:

I. DEFINITIONS

Section 1.1 Definitions. In addition to words and terms defined elsewhere in this Agreement, the following terms shall have the following meanings, respectively, unless the context hereof clearly requires otherwise:

“**Affiliate**” as to any Person shall mean any other Person (i) which directly or indirectly controls, is controlled by or is under common control with such Person, (ii) which beneficially owns or holds 5% or more of any class of the voting stock (or in the case of a Person which is not a corporation, more than 5% of the equity interest) of such Person, or (iii) 5% or more of the voting stock (or in the case of a Person which is not a corporation, 5% or more of the equity interest) of which is beneficially owned or held, directly or indirectly, by such Person. The term

“**Account Control Agreement**” shall mean the Account Control Agreement of even date herewith executed by Borrower in favor of Lender, as the same may be amended, supplemented or replaced from time to time in accordance with the terms thereof.

“**Agreement**” shall have the meaning assigned and ascribed to such term as set forth in the preamble of this Agreement.

“**Annual Statements**” shall have the meaning assigned to that term in Section 8.8 [Financial Statements and Other Information] hereof.

“**Anti-Terrorism Laws**” shall mean any Laws relating to terrorism or money laundering, including, without limitation, (i) Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001),

(ii) the USA Patriot Act, and (iii) the Laws administered by the United States Treasury Department's Office of Foreign Asset Control, as any of the foregoing Laws may from time to time be amended, renewed, extended, or replaced.

“**Appraisal**” shall mean a written appraisal prepared by an independent appraiser at Borrower’s sole cost and expense prepared in compliance with all applicable regulatory requirements, being also subject to Lender's customary independent appraisal requirements.

“**Appraised Value As-Stabilized**” shall mean, as of any date of determination, the “As-Stabilized” dollar value of the Project, as determined by an Appraisal of the Project, which Appraisal was prepared not more than ninety (90) days prior to such date of determination.

“**Authorized Officer**” shall mean those Persons, designated by written notice to Lender from Borrower, authorized to execute notices, reports and other documents for the benefit of Borrower. Borrower may amend such list of Persons from time to time by giving written notice of such amendment to Lender.

“**Blocked Person**” shall have the meaning assigned to such term in subsection 8.26(b) [Executive Order No. 13224] hereof.

“**Borrower**” shall have the meaning assigned to such term as set forth in the preamble of this Agreement.

“**Business Day**” shall mean any day other than a Saturday, a Sunday or a legal holiday on which national banks are not open for general business in the State of Maryland.

“**Change In Law**” shall mean the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Law, (b) any change in any Law or in the administration, interpretation or application thereof by any Official Body or (c) the making or issuance of any request, guideline or directive (whether or not having the force of Law) by any Official Body.

“**Closing Date**” shall mean the date of this Agreement.

“**Closing Disbursement**” shall mean the disbursement of Loan proceeds to be made upon the fulfillment of the conditions set forth in Section 6.1 [Closing Disbursement] hereof.

“**Closing Fee**” shall mean a fee equal to \$5,575 earned prior to the date hereof and shall be payable to Lender on the Closing Date.

“**Collateral**” shall mean the real estate encumbered by the Mortgage and all other security pledged pursuant to this Agreement and the Collateral Documents including, without limitation, any personal or real property.

“**Collateral Documents**” shall mean the Mortgage, the Financing Statements and any other documents securing the Loan, as the same may from time to time be amended, renewed, extended or replaced.

“**Contamination**” shall have the meaning assigned to such term in the Environmental Indemnity Agreement.

“**Control**”, as used in this definition, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise, including the power to elect a majority of the directors or trustees of a corporation or trust, as the case may be. “Controlled by” and “controlling” shall have the respective correlative meaning thereto.

“**Debt Service**” shall mean, for any period, as determined on an annualized basis, the actual interest expense on the maximum principal amount of the Loan plus scheduled principal amortization.

“**Debt Service Coverage Ratio**” shall mean, as of any date of determination, the ratio of Net Operating Income to Debt Service for the same period.

“**Default Rate**” shall have the meaning assigned to such term in the Note.

“**Dollar**,” “**Dollars**,” “**U.S. Dollar**” and the symbol “**\$**” shall mean lawful money of the United States of America.

“**Environmental Indemnity Agreement**” shall mean that certain Environmental Indemnity Agreement of even date herewith from the Loan Parties, on a joint and several basis to Lender, as the same may be further amended, replaced or supplemented from time to time in writing by the parties thereto with the prior written consent of Lender.

“**Environmental Permits**” shall mean all permits, licenses, bonds, consents, waivers, exemptions, registrations, identification numbers, approvals or authorizations required under Environmental Laws to own, occupy or maintain the Project or which otherwise are required for the operations and business activities of Borrower.

“**Environmental Laws**” shall mean all federal, state, local and foreign Laws, including any consent decrees, settlement agreements, judgments, judicial decrees, orders, directives, executive orders, policies or programs, guidance, standards, resolutions issued by or entered into with an Official Body, or any judicial or administrative interpretation of any of the foregoing, whether now or in the future enacted, promulgated or issued, pertaining or relating to: (i) pollution or pollution control; (ii) protection of human health or the environment (including land, water, air, and any natural resources); (iii) employee safety in the workplace; (iv) the presence, use, management, generation, manufacture, processing, extraction, refining, treatment, recycling, reclamation, labeling, transport, collection, distribution, storage, disposal or release or threat of release of Regulated Substances; (v) the presence of Contamination; (vi) the protection of endangered or threatened species; and (vii) the protection of Environmentally Sensitive Areas.

“**Environmental Report**” shall mean that certain Phase I Environmental Site Assessment Report No. 15-140440.1 dated as of June 9, 2015 prepared by Partner Engineering and Science, Inc., or any other written report of the review and inspection of the Project prepared by an environmental consultant acceptable to Lender and engaged by Borrower (or by Lender pursuant to subsection 7.1(c) [Environmental Reports]) at Borrower's sole cost and expense, together with a reliance letter satisfactory to Lender stating that Lender may rely on such report in making the Loan, in all cases together with all annexes, schedules, exhibits and attachments thereto.

“**Estoppel**” shall mean an estoppel agreement from Tenants of the Improvements in form and substance satisfactory to Lender in its reasonable discretion.

“**Event of Default**” or “**Events of Default**” shall have the meaning assigned to those terms in Section 10.1 [Events of Default] hereof.

“**Executive Order No. 13224**” shall mean Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

“**Exhibits**” shall mean any one or more of those schedules and exhibits attached hereto and made a part

hereof.

“**Expiration Date**” shall mean the earlier of: (1) June 30, 2015, or (2) the date upon which the Loan is accelerated pursuant to this Agreement.

“**Financing Statements**” shall mean the financing statements which Lender may from time to time require in order to perfect the security interest granted to Lender in and to the Collateral described in the Mortgage, the other Collateral Documents and this Agreement pursuant to the applicable Uniform Commercial Code.

“**GAAP**” shall mean generally accepted accounting principles as are in effect from time to time, subject to the provisions of Section 1.3 [Accounting Principles] hereof, and applied on a consistent basis both as to classification of items and amounts.

“**Governmental Approvals**” shall mean all consents, licenses, permits and all other authorizations or approvals required by Official Bodies, including, without limitation, all agreements entered into with any Official Body, with respect to the use and occupancy of the Land and Improvements.

“**Guarantors**” shall collectively, on a joint and several basis, refer to Philander Knox and Phillipina Knox.

“**Guaranty**” of any Person shall mean any obligation of such Person guaranteeing or in effect guaranteeing any liability or obligation of any other Person in any manner, whether directly or indirectly, including any agreement to indemnify or hold harmless any other Person, any performance bond or other suretyship arrangement and any other form of assurance against loss, except endorsement of negotiable or other instruments for deposit or collection in the ordinary course of business.

“**Guaranty Agreement**” shall mean that certain Guaranty of Recourse Obligations, of even date herewith, given by Guarantors to Lender, as the same may be further modified, replaced or supplemented from time to time in accordance with the terms of the Guaranty Agreement.

“**Historical Statements**” shall have the meaning assigned to that term in Section 8.8 [Financial Statements and Other Information] hereof.

“**Impositions**” shall mean all (i) real estate and personal property taxes and other taxes and assessments, water and sewer rates and charges and all other governmental charges and any interest or costs or penalties with respect thereto and charges for any easement or agreement maintained for the benefit of the Land and Improvements, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time may be assessed, levied or imposed upon the Land or the Improvements, or the rent or income received therefrom, or any use or occupancy thereof, and (ii) other taxes, assessments, fees and governmental charges levied, imposed or assessed upon or against Borrower or any of its properties.

“**Improvements**” shall have the meaning ascribed to such term in the Mortgage.

“**Indebtedness**” shall mean, as to any Person at any time, any and all indebtedness, obligations or liabilities (whether matured or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, or joint or several) of such Person for or in respect of: (i) borrowed money, (ii) amounts raised under or liabilities in respect of any note purchase or acceptance credit facility, (iii) reimbursement obligations (contingent or otherwise) under any letter of credit, currency swap agreement, interest rate swap, cap, collar or floor agreement or other interest rate management device, (iv) any other transaction (including without limitation forward sale or purchase agreements, capitalized leases and conditional sales agreements) having

the commercial effect of a borrowing of money entered into by such Person to finance its operations or capital requirements (but not including trade payables and accrued expenses incurred in the ordinary course of business which are not represented by a promissory note or other evidence of indebtedness and which are not more than thirty (30) days past due), or (v) any Guaranty.

“Insolvency Proceedings” shall mean, with respect to any Person, (i) a case, an action or proceeding with respect to such Person (x) before any court or any other Official Body under any bankruptcy, insolvency, reorganization or other similar law now or hereafter in effect, or (y) for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator-conservator (or similar official) of any such Person or otherwise relating to the liquidation, dissolution, winding-up or relief of such Person, or (ii) any general assignment for the benefit of creditors, composition, marshaling of assets of creditors, or other similar arrangement in respect of such Person's creditors generally or any substantial portion of its creditors undertaken under any Law.

“Inspecting Architect” shall mean such Person or entity as Borrower or Lender may designate from time to time (i) to inspect the structural integrity of the Improvements (ii) to prepare a physical needs assessment for the Project; and (iii) to perform other related services with respect thereto for the benefit of Lender.

“Interest Rate” shall have the meaning assigned to such term in the Note.

“Internal Revenue Code” shall mean the Internal Revenue Code of 1986, as the same may be amended or supplemented from time to time, and any successor statute of similar import, and the rules and regulations thereunder, as from time to time in effect.

“IRS” shall mean the Internal Revenue Service.

“Land” shall mean the real property upon which the Project is located consisting of approximately 0.74 acres and identified as “Premises” and described in Exhibit A to the Mortgage, together with all rights, title and interests of Borrower in and to all easements, rights and privileges benefiting the Land.

“Law” shall mean any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, release, ruling, order, injunction, writ, decree, bond judgment authorization or approval, lien or award of or any settlement arrangement with any Official Body.

“Leases” shall mean any lease, sublease or sub-sublease, letting, license, concession or other agreement (whether written or oral and whether now or hereafter in effect) pursuant to which any Person is granted a possessory interest in, or right to use or occupy, all or any portion of any space in the Project, and every modification, amendment or other agreement relating to such lease, sublease, sub-sublease or other agreement entered into in connection with such lease, sublease, sub-sublease or other agreement and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto.

“Legal Requirements” shall mean all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting the Loan, Borrower or the Project or any part thereof or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, including, without limitation, zoning and land use laws, the Americans with Disabilities Act of 1990, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to Borrower, at any time in force affecting the Project or any part thereof, including any which may (i) require repairs, modifications or alterations in or to the Project or any part thereof, or (ii) in any way limit the use and enjoyment thereof.

“**Lien**” or “**Liens**” shall mean any mortgage, deed of trust, pledge, lien, security interest, charge or other encumbrance or security arrangement of any nature whatsoever, whether voluntarily or involuntarily given, including any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security and any filed financing statement or other notice of any of the foregoing (whether or not a lien or other encumbrance is created or exists at the time of the filing).

“**Loan**” shall mean the loan to be made by Lender pursuant to this Agreement in the maximum principal amount not to exceed the lesser of (i) Four Million One Hundred and Twenty-five Thousand and /00 Dollars (\$4,125,000), and (ii) seventy-five percent (75.0%) of the Appraised Value As-Stabilized.

“**Loan Document**” and “**Loan Documents**” shall mean one or more of the following: this Agreement, the Note, the Guaranty Agreement, the Environmental Indemnity Agreement, the Collateral Documents, Account Control Agreement, the Estoppel Agreements, the SNDAs, and all other documents, instruments, certificates and agreements executed in connection with the Loan, as the same may be amended, replaced or supplemented from time to time in accordance herewith or therewith.

“**Loan Parties**” shall mean Borrower and the Guarantors.

“**Material Alteration**” shall mean any alteration affecting structural elements of the Project the cost of which exceeds the Alteration Threshold; provided, however, that in no event shall (i) any Required Repairs, (ii) any tenant improvement work performed pursuant to any Lease existing on the date hereof or entered into hereafter in accordance with the provisions of this Agreement, or (iii) alterations performed in association with a repair and/or restoration of the Project after a casualty or condemnation, constitute a Material Alteration. For purposes of the foregoing, the term “**Alteration Threshold**” shall mean obligations of the Borrower to make aggregate payments in excess of \$100,000.00 per calendar year.

“**Material Adverse Change**” shall mean any set of circumstances or events which (i) has or could reasonably be expected to have any material adverse effect whatsoever upon the validity or enforceability of this Agreement or any other Loan Document, (ii) is or could reasonably be expected to be material and adverse to the Project or to the business, properties, assets, financial condition, results of operations or prospects of any Loan Party (iii) impairs materially or could reasonably be expected to impair materially the ability of any Loan Party to duly and punctually pay its Indebtedness and/or perform its other obligations, or (iv) impairs materially or could reasonably be expected to impair materially the ability of Lender, to the extent permitted, to enforce its legal and/or contractual rights and remedies pursuant to this Agreement or any other Loan Document.

“**Mortgage**” shall mean that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith from Borrower in favor of Lender for the purpose of securing the Obligations evidenced by the Note, as the same may be further amended, replaced or supplemented from time to time in writing with the prior written consent of Lender.

“**Net Operating Income**” or “**NOI**” means, for the applicable period of determination, the annual revenue from the Project earned from Leases, approved in writing by the Lender, with Tenants in occupancy, less actual expenses (including a management fee of three percent (3%) and reserves of \$.15 per square foot), all as reasonably determined by the Lender. Expenses shall not include (a) depreciation and amortization; (b) non-cash items; (c) all capital items, including construction costs and professional fees and other expenses relating thereto and any amortization thereof; (d) costs of removal of any hazardous materials or other costs associated with hazardous materials contamination; (e) leasing commissions, fees and other costs and expenses of placing tenants in possession of any portion of the Project (including professional fees related thereto); (f) costs of repair or restoration after a casualty or condemnation; (g) interest on Tenant

security deposits; and (h) security deposits returned to Tenants.

“**Note**” shall mean that certain Deed of Trust Note of even date herewith, given by Borrower to Lender in the principal face amount of the Loan, together with all further amendments, extensions, renewals, replacements, refinancings or refundings thereof in whole or in part.

“**Notice**” shall have the meaning assigned to that term in Section 11.6 [Notices] hereof.

“**Obligation**” shall mean any obligation, indebtedness or liability of any of the Loan Parties to Lender, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, secured or unsecured, whether as guarantor or surety, and now or hereafter existing, or due or to become due, under or in connection with this Agreement, the Note or any other Loan Document, including without limitation any post-petition interest and/or advances.

“**Official Body**” shall mean any national, federal, state, local or other government or political subdivision or any agency, authority, board, bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator, in each case whether foreign or domestic.

“**Organizational Documents**” shall mean a Loan Party's respective limited liability company agreement, partnership agreement, partnership certificate, articles of incorporation, bylaws, certificate of incorporation, articles of organization, operating agreement and the other formation documents of a Loan Party and all amendments thereto.

“**Permitted Distributions**” shall mean: (i) pay Borrower's taxes, (ii) reimburse Borrower and its members for payments and closing expenses incurred in connection with the repayment of Borrower's existing financing on the Project associated with the closing of the Loan, (iii) make certain capital distributions or net cash flow distributions in accordance with Borrower's operating agreement, and (iv) reimburse Borrower and its members for costs and expenses incurred for capital expenditures and tenant improvements at the Project, as approved by Lender in its sole discretion.

“**Permitted Encumbrances**” shall mean: (i) the Liens, assignments and security interests in favor of Lender pursuant hereto and to the Collateral Documents; (ii) easements, restrictions, encumbrances and other matters described in and permitted to exist under the terms of the Mortgage; (iii) such other matters as may be expressly consented to in writing by Lender; and (iv) real estate taxes on the Land and Improvements not yet due and payable.

“**Person**” shall mean any individual, corporation, partnership (whether general or limited), limited liability company, limited liability partnership, association, joint-stock company, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof, or any other entity.

“**Potential Default**” shall mean an event or condition which, with the passage of time, the giving of notice, or a determination by Lender, or any combination of the foregoing, would constitute an Event of Default.

“**Prior Security Interest**” shall mean a valid and enforceable perfected first-priority security interest under the Uniform Commercial Code in the Collateral which is subject only to: Liens for taxes not yet due and payable to the extent such prospective tax payments are given priority by statute.

“**Project**” shall mean the Land and Improvements.

“**Regulated Substances**” shall have the meaning assigned to such term in the Environmental Indemnity Agreement.

“**Regulation U**” shall mean Regulation U, T or X as promulgated by the Board of Governors of the Federal Reserve System, as amended from time to time.

“**SNDA**” shall mean a Subordination, Non-Disturbance and Attornment Agreement in form and substance satisfactory to Lender in its reasonable discretion.

“**Solvent**” shall mean, with respect to any Person on a particular date, that on such date (i) the fair value of the property of such Person is greater than the total amount of liabilities, including, without limitation, contingent liabilities, of such Person, (ii) the present fair market value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (iii) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent liabilities and other commitments as they mature or as they otherwise are due and payable in the normal course of business, and (iv) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature.

“**Title Insurance Policy**” shall mean an ALTA lender's policy of title insurance (ALTA Loan Title Insurance Policy 6/17/06), or such other form to be designated by Lender, issued by a title insurance company approved by Lender, insuring the first priority of the Lien of the Mortgage in the principal sum secured thereby, and such portion thereof as shall be advanced from time to time, as a first lien upon Borrower's fee simple interest in the Land and Improvements, and all appurtenances thereto (including such easements and appurtenances as may be required by Lender), subject only to such exceptions as may be approved in writing by Lender, with endorsements thereto as to such matters as Lender may designate, including, without limitation, an ALTA Form 9 endorsement, or other comprehensive endorsement, and endorsements with respect to contiguity, access, encroachments, lack of reversionary interests, compliance with subdivision ordinances and subordinate matters and other special endorsements and affirmative coverages as Lender may require; an endorsement insuring contiguity of the Land with all easements and public roads, and together with such reinsurance and direct access agreements as Lender, in its discretion, shall require.

“**Transfer**” shall mean any assignment, pledge, conveyance, sale, transfer, mortgage, encumbrance, grant of a security interest or other disposition, either directly or indirectly, by operation of law or otherwise.

“**Uniform Commercial Code**” shall mean the Uniform Commercial Code as in effect in each applicable jurisdiction.

“**USA Patriot Act**” shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

Section 1.2 Interpretation.

Unless the context of this Agreement otherwise clearly requires, the following rules of construction shall apply to this Agreement and each of the other Loan Documents:

(a) Number; Inclusion. References to the plural include the singular, the plural, the part and the whole; “or” has the inclusive meaning represented by the phrase “and/or”; and “including” has the meaning represented by the phrase “including, without limitation,”;

(b) Determination. References to “determination” of or by Lender shall be deemed to include

good-faith estimates by Lender (in the case of quantitative determinations), and good-faith beliefs by Lender (in the case of qualitative determinations), and such determination shall be conclusive absent manifest error;

(c) Lender's Discretion and Consent. Whenever Lender is granted the right herein to act in its sole discretion or to grant or withhold consent, such right shall be exercised in good faith utilizing generally accepted commercial practices for projects in scope, character and location similar to the Project;

(d) Documents Taken as a Whole. The words "hereof," "herein," "hereunder," "hereto" and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document as a whole and not to any particular provision of this Agreement or such other Loan Document;

(e) Headings. The section and other headings contained in this Agreement or such other Loan Document and the table of contents (if any) preceding this Agreement or such other Loan Document are for reference purposes only and shall not control or affect the construction of this Agreement or such other Loan Document or the interpretation thereof in any respect;

(f) Implied References to This Agreement. Article, section, subsection, clause, schedule and exhibit references are to this Agreement or other Loan Document, as the case may be, unless otherwise specified;

(g) Persons. Reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement or such other Loan Document, as the case may be, and reference to a Person in a particular capacity excludes such Person in any other capacity;

(h) Modifications to Documents. Reference to any agreement (including this Agreement and any other Loan Document together with the schedules and exhibits hereto or thereto), document or instrument means such agreement, document or instrument as amended, modified, replaced, substituted for, superseded or restated;

(i) From, To and Through. Relative to the determination of any period of time, "from" means "from and including," "to" means "to but excluding," and "through" means "through and including"; and

(j) Shall; Will. References to "shall" and "will" are intended to have the same meaning.

Section 1.3 Accounting Principles. Except as otherwise provided in this Agreement, all computations and determinations as to accounting or financial matters and all financial statements to be delivered pursuant to this Agreement shall be made and prepared on a cash basis consistently applied, and all accounting or financial terms shall have the meanings ascribed to such terms by GAAP, provided, however, that all accounting terms used herein shall have the meaning given to such terms (and defined terms) under GAAP as in effect on the date hereof applied on a basis consistent with those used in preparing the financial statements delivered to Lender on or prior to the date of this Agreement. In the event of any change after the date hereof in GAAP, and if such change would result in the inability to determine compliance with the financial covenants set forth herein based upon Borrower's regularly prepared financial statements by reason of the preceding sentence, then the parties hereto agree to endeavor, in good faith, to agree upon an amendment to this Agreement that would adjust such financial covenants in a manner that would not affect the substance thereof, but would allow compliance therewith to be determined in accordance with Borrower's financial statements at that time.

II. AGREEMENT TO BORROW AND LEND

Section 2.1 Agreement to Borrow and Lend. Subject to the terms, provisions and conditions contained in this Agreement and in reliance upon the covenants, representations and warranties set forth herein, Lender agrees to lend on the Closing Date to Borrower the Loan. The Loan shall be fully funded on the Closing Date and no disbursements shall be made by Lender hereunder after the Closing Date.

Section 2.2 The Note. The Loan is and shall be evidenced by the Note, and the Loan shall bear interest calculated and payable as provided in Article 3 [Loan Interest Rates, Payments and Fees] of this Agreement. Borrower shall pay the outstanding principal balance of the Loan and all unpaid interest accrued on the Loan and all other sums then owing under the Loan Documents in full on the Expiration Date. The unpaid amounts of the Loan as set forth on the books and records of Lender or other holder of the Note maintained in the ordinary course of business shall be presumptive evidence of the principal amount thereof owing and unpaid, absent manifest error, but the failure to record any such amount on the books and records shall not limit or affect the obligations of Borrower hereunder or under the Note to make payments of principal and interest on the Loan when due.

Section 2.3 Term. The term of the Loan shall commence on the Closing Date and shall terminate on the Expiration Date.

Section 2.4 Closing Fee. Borrower agrees to pay the Closing Fee to Lender as consideration for the Loan. The Closing Fee shall be paid on or before the Closing Date.

III. LOAN INTEREST RATES, PAYMENTS AND FEES

Section 3.1 Interest Payments. Commencing on the Closing Date, interest shall accrue on the outstanding unpaid principal amount of the Loan in accordance with the terms of the Note. Interest payments shall be due and payable, in the manner provided for in the Note.

Section 3.2 Default Interest and Late Payment Charge. To the extent permitted by Law, upon the occurrence and during the continuation of any Event of Default, Borrower shall pay interest at the Default Rate in accordance with the terms of the Note. In addition, Borrower shall pay upon demand by Lender a late payment charge in accordance with the terms of the Note.

Section 3.3 Principal Payment. In addition to the monthly payment of interest required hereunder, Borrower shall make monthly payments of principal to Lender in accordance with the terms of the Note.

Section 3.5 Manner and Time of Payments. All payments and prepayments to be made in respect of principal, interest, the Closing Fee, other fees or other amounts due from Borrower to Lender shall be payable prior to 11:00 a.m., Baltimore, Maryland time, on the date when due without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Borrower, and without setoff, counterclaim or other deduction of any nature, and an action therefor shall immediately accrue. Such payments shall be made to Lender at its principal office in U.S. Dollars and in immediately available funds. Lender's statement of account, ledger or other relevant record shall, in the absence of manifest error, be conclusive as the statement of the amount of principal of and interest on the Loan and other amounts owing under this Agreement and shall be deemed an "account stated".

Section 3.6 Voluntary Prepayments. Borrower shall have the right at its option from time to time to prepay the Loan in whole or part on the dates set forth in this Section 3.6 (except as provided below or in Section 3.7 [Additional Compensation in Certain Circumstances] hereof). If all or any portion of the Loan is prepaid for any reason (excluding applications of any casualty or condemnation proceeds or principal curtailment pursuant to Article IV hereof): (a) at any time prior to a date that is twelve (12) months

following the Closing Date (“**Prepayment Lockout Period 1**”), the Borrower shall pay to Lender a prepayment fee equal to five percent (5.00%) of the then outstanding principal balance of the Loan, (b) at any time after the Prepayment Lockout Period 1 but prior to a date that is twenty-four (24) months following the Closing Date (“**Prepayment Lockout Period 2**”), the Borrower shall pay to Lender a prepayment fee equal to four percent (4.00%) of the then outstanding principal balance of the Loan, (c) at any time after the Prepayment Lockout Period 2 but prior to a date that is forty-eight (48) months after the Closing Date (“**Prepayment Lockout Period 3**”), the Borrower shall pay to Lender a prepayment fee equal to three percent (3.00%) of the then outstanding principal balance of the Loan; (d) at any time after the Prepayment Lockout Period 3 but prior to a date that is seventy-two (72) months after the Closing Date (“**Prepayment Lockout Period 4**”), the Borrower shall pay to Lender a prepayment fee equal to three percent (3.00%) of the then outstanding principal balance of the Loan; (e) at any time after the Prepayment Lockout Period 4 but prior to a date that is ninety-six (96) months after the Closing Date (“**Prepayment Lockout Period 5**”), the Borrower shall pay to Lender a prepayment fee equal to two percent (2.00%) of the then outstanding principal balance of the Loan; and (f) at any time after the Prepayment Lockout Period 6 but prior to a date that is one hundred eight (108) months after the Closing Date (“**Prepayment Lockout Period 6**”), the Borrower shall pay to Lender a prepayment fee equal to one percent (1.00%) of the then outstanding principal balance of the Loan. There shall be no prepayment premium for any prepayments made after the Prepayment Lockout Period 6. Partial prepayments shall be applied to installments of principal in their inverse order of maturity. Prepaid funds may not be re-borrowed.

Section 3.7 Additional Compensation in Certain Circumstances.

(a) Increased Costs Generally. If any Change in Law: (i) subjects Lender to any tax or changes the basis of taxation with respect to this Agreement, the Note, the Loan or payments by Borrower of principal, interest, fees or other amounts due from Borrower hereunder or under the Note (except for taxes on the overall net income of Lender); (ii) imposes, modifies or deems applicable any reserve, special deposit or similar requirement against credits or commitments to extend credit extended by, or assets (funded or contingent) of, deposits with or for the account of or other acquisition of funds by, Lender, or (iii) imposes, modifies or deems applicable any capital adequacy or similar requirement (A) against assets (funded or contingent) of, or credits or commitments to extend credit extended by, Lender or (B) otherwise applicable to the obligations of Lender under this Agreement, and the result of any of the foregoing is to increase the cost to, reduce the income receivable by or impose any expense (including loss of margin) upon Lender with respect to this Agreement, the Note or the making, maintenance or funding of any part of the Loan (or, in the case of any capital adequacy or similar requirement, to have the effect of reducing the rate of return on any Lender's capital, taking into consideration Lender's customary policies with respect to capital adequacy) by an amount which Lender in its sole discretion deems to be material, Lender may from time to time notify Borrower of the amount determined in good faith (using any averaging and attribution methods employed in good faith) by Lender (which determination shall be conclusive absent manifest error) to be necessary to compensate Lender for such increase in cost, reduction of income, additional expense or reduced rate of return. Such notice shall set forth in reasonable detail the basis for such determination. Such amount shall be due and payable by Borrower to Lender within ten (10) Business Days after such notice is given.

(b) Indemnity. In addition to the compensation required by subsection (a) of this Section 3.7, Borrower shall indemnify Lender against all liabilities, losses or expenses which Lender sustains or incurs as a consequence of any: (i) attempt by Borrower to revoke (expressly, by later inconsistent notices or otherwise) in whole or part any notice relating to prepayments under Section 3.6 [Voluntary Prepayments] hereof; or (ii) default by Borrower in the performance or observance of any covenant or condition contained in this Agreement or any other Loan Document, including any failure of Borrower to pay when due (by acceleration or otherwise) any principal, interest, fees or any other amounts due hereunder. If Lender sustains or incurs any such loss or expense, it shall from time to time notify Borrower of the amount

determined in good faith by Lender (which determination shall be conclusive absent manifest error and may include such assumptions, allocations of costs and expenses and averaging or attribution methods as Lender shall deem reasonable) to be necessary to indemnify Lender for such loss or expense. Such notice shall set forth in reasonable detail the basis for such determination. Such amount shall be due and payable by Borrower to Lender within ten (10) Business Days after such notice is given.

IV. AFFIRMATIVE COVENANTS

The Loan Parties hereby covenant and agree that, from the date hereof and until the Obligations have been indefeasibly paid in full and all other obligations hereunder shall have been performed and discharged, they shall comply at all times with the following affirmative covenants:

Section 4.1 Preservation of Existence, Etc. Borrower shall maintain its legal existence (and no change shall be permitted thereto) as a limited liability company and its licenses or qualifications and good standings in the jurisdiction of its formation and where the Project is located.

Section 4.2 Payment of Liabilities, Including Impositions. Borrower shall duly pay and discharge all liabilities to which it is subject (including, without limitation, the Obligations) or which are asserted against it, promptly as and when the same shall become due and payable, prior to the date when any fine, late charge or other penalty for late payment may be imposed, including all Impositions, except to the extent that if such liabilities, including Impositions, are being contested in good faith and by appropriate and lawful proceedings diligently conducted, and such failure to pay and discharge any such liabilities, including Impositions, (a) could not result in fines, penalties, other similar liabilities or injunctive relief, (b) would not reasonably be expected to result in a Material Adverse Change, (c) would not reasonably be expected to result in a Lien or otherwise affect the Collateral or the validity of the Loan, and (d) for which such reserve or other appropriate provisions, if any, as shall be required by GAAP shall have been made; provided, that Borrower will pay all such liabilities and Impositions forthwith upon the commencement of proceedings to foreclose any Lien which may have attached as security therefor.

Section 4.3 Compliance With Laws. Borrower shall comply with all applicable Laws, including Environmental Laws, in all respects; provided that it shall not be deemed to be a violation of this Section 4.3 [Compliance With Laws] if any failure to comply with any Law would not result in fines, penalties, costs or other similar liabilities or injunctive relief which in the aggregate would constitute a Material Adverse Change.

Section 4.4 Keeping of Records and Books of Account. The Loan Parties shall maintain and keep proper books of record and account which enable the Loan Parties to issue financial statements and reports in accordance with GAAP, Section 7.2 [Financial Reports] hereof and as otherwise required by applicable laws of any Official Body having jurisdiction over such Loan Party, and in which full, true and correct entries shall be made in all material respects of all its dealings and business and financial affairs.

Section 4.5 Visitation Rights. Borrower shall permit any of the officers or authorized employees or representatives of Lender to visit and inspect the Project and to examine and make excerpts from the books and records of Borrower and discuss the business affairs, finances and accounts with its officers, all in such detail and at such times and as often as Lender may reasonably request, provided, that prior to a Potential Default or Event of Default, Lender shall provide Borrower with reasonable notice prior to any visit or inspection and a reasonable opportunity to participate in such visit or inspection. Borrower shall furnish Lender with convenient facilities for such visitations, inspections and audits.

Section 4.6 Leases.

(a) Borrower shall furnish Lender with executed copies of all Leases then in effect. All renewals of Leases and all proposed leases shall provide for rental rates and terms comparable to existing local market rates and, unless otherwise approved by Lender, shall be arm's length transactions with bona fide, independent third-party Tenants. Within ten (10) days after the execution of a Lease or any renewals, amendments or modification of a Lease, Borrower shall deliver to Lender a copy thereof, together with Borrower's certification that such Lease (or such renewal, amendment or modification) was entered into in accordance with the terms of this Agreement.

(b) Borrower shall not permit or consent to any assignment or sublease of any Lease without Lender's prior written approval, not to unreasonably withheld (other than assignments or subleases expressly permitted under any Lease pursuant to a unilateral right of the Tenant thereunder not requiring the consent of Borrower). Lender, at Borrower's sole cost and expense, shall execute and deliver its standard form of SNDA (i) to Tenants under any future Lease approved by Lender upon request, with such commercially reasonable changes as may be requested by such Tenants and which are acceptable to Lender and (ii) to Tenants under any future Lease entered into in accordance with this Agreement.

(c) Borrower shall cause all Tenants under Leases to execute and deliver a SNDA and Estoppel to Lender on or before the Closing Date.

Section 4.7 Maintenance of Insurance. Borrower shall obtain and maintain at all times hereunder until all of the Obligations are indefeasibly paid in full, any insurance coverages which may be reasonably required from time to time by Lender.

Section 4.8 Notice. Borrower shall give prompt written notice to Lender of (a) any action or proceeding instituted by or against it, or as to which it shall have received written notice or of which it has actual knowledge, which constitutes a Potential Default or an Event of Default under this Agreement, or (b) a default by Borrower under any other material contract, instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound or to which it or any of its properties or assets may be subject, which default could be reasonably expected to result in a Material Adverse Change.

Section 4.9 Principal Commercial and Depository Bank. Borrower shall at all times maintain its principal operating account and all deposit accounts with respect to the operation of the Project (including, without limitation, deposit accounts for security deposits under Leases) with Lender.

Section 4.10 Performance of Obligations. The Loan Parties shall duly pay, perform and discharge all of their respective obligations hereunder and under the other Loan Documents to which they are a party or by which they are bound.

Section 4.11 Compliance With Agreements. Borrower shall comply in all material respects with all obligations under contracts, instruments and agreements to which it is a party or to which any of its properties or assets may be subject.

Section 4.12 Title to Land and Improvements. Borrower shall retain its fee simple interest in the Land and Improvements.

Section 4.13 Further Assurances. Borrower shall, from time to time, at its expense, faithfully preserve and protect Lender's lien on and security interest in the Collateral as a continuing first-priority perfected lien, subject only to Permitted Encumbrances, and shall take such other action as Lender in its sole discretion may deem necessary or advisable from time to time in order to preserve, perfect and protect the liens granted under the Collateral Documents, to exercise and enforce Lender's rights and remedies

thereunder and with respect to the Collateral and to carry out the terms of this Agreement and the other Loan Documents.

Section 4.14 Estoppel Certificates. At any time or times, within ten (10) Business Days after written demand by Lender, Borrower shall deliver to Lender a certificate, duly executed and in form satisfactory to Lender, stating and acknowledging, to the best of Borrower's knowledge, (i) the then unpaid principal balance of, and interest due and unpaid, under the Loan, the fact that there are no defenses, off sets, counterclaims or recoupments thereto (or, if such should not be the fact, then the facts and circumstances relating to such defenses, off sets, counterclaims or recoupments); (ii) that each Loan Party has kept, observed, complied with, fulfilled and performed in all material respects every term, covenant and condition in this Agreement and the other Loan Documents on its part to be kept and performed; (iii) that no Potential Default or Event of Default exists or, in the event a Potential Default or Event of Default exists at such time, the scope and nature of such Potential Default and/or Event of Default; (iv) that no event has occurred or is threatened which if continued would permit the holder of any recourse indebtedness of such Loan Party or to which its property is subject to accelerate the maturity thereof or enforce any lien securing the same; and (v) that no litigation or administrative proceeding has been instituted by or against such Loan Party which if adversely determined would constitute a Material Adverse Change (or, if such should not be the fact, then the facts and circumstances relating to such event or litigation in detail) and covering such other matters relating to such Loan Party, the Loan or the Collateral as Lender may reasonably require.

Section 4.15 Maintenance, Repairs and Compliance. Borrower shall cause the Project and all properties and assets of Borrower to be maintained and kept in good, safe and working order and condition in accordance with the general practice of other businesses of similar character and size. Borrower shall promptly repair, replace or rebuild any part of the Project that becomes damaged, worn or dilapidated and shall complete and pay for any Improvements at any time in the process of construction or repair. Borrower shall not remove, demolish or alter the Improvements or Equipment (except for alterations performed in accordance with the terms hereof and normal replacement of Equipment with Equipment of equivalent value and functionality). Borrower shall promptly comply with all Legal Requirements and immediately cure properly any violation of a Legal Requirement. Borrower shall notify Lender in writing within one (1) Business Day after Borrower first receives notice of any such non-compliance.

Section 4.16 Alterations. Borrower may, without Lender's consent, perform alterations to the Improvements and Equipment which (i) do not constitute a Material Alteration, (ii) do not adversely affect Borrower's financial condition or the value or net operating income of the Project and (iii) are in the ordinary course of Borrower's business. Borrower shall not perform any Material Alteration without Lender's prior written consent. Lender may, as a condition to giving its consent to a Material Alteration, require that Borrower deliver to Lender security for payment of the cost of such Material Alteration and as additional security for Borrower's Obligations under the Loan Documents, which security may be any of the following: (i) cash, (ii) a letter of credit, (iii) other securities acceptable to Lender, or (iv) a completion bond. Such security shall be in an amount equal to the excess of the total unpaid amounts incurred and to be incurred with respect to such alterations to the Improvements (other than such amounts to be paid or reimbursed by Tenants under the Leases) over the Alteration Threshold, and Lender may apply such security from time to time at the option of Lender to pay for such alterations. Upon substantial completion of any Material Alteration, Borrower shall provide evidence satisfactory to Lender that (i) the Material Alteration was constructed in accordance with applicable Legal Requirements, (ii) all contractors, subcontractors, materialmen and professionals who provided work, materials or services in connection with the Material Alteration have been paid in full and have delivered unconditional releases of liens, and (iii) all material licenses and permits necessary for the use, operation and occupancy of the Material Alteration (other than those which depend on the performance of tenant improvement work) have been issued. If Borrower has provided cash security, as provided above, such cash shall be released by Lender to fund such Material Alterations, and if Borrower has provided non-cash security, as provided above, except to the

extent applied by Lender to fund such Material Alterations, Lender shall release and return such security upon Borrower's satisfaction of the requirements of the preceding sentence.

Section 4.17 Reserved.

Section 4.18 Debt Service Coverage Ratio. Until such time as the Loan is fully repaid, the Borrower shall maintain, at all times, a Debt Service Coverage Ratio ("DSCR") at the Project of not less than 1.20 to 1.00 for any twelve (12) month period, tested by Lender in its sole discretion (the foregoing being referred to herein as the "DSCR Requirement").

Section 4.19 Loan To Value. Until such time as the Loan is fully repaid, the Project shall have a required maximum loan to value ratio (the "Required LTV Ratio") of not greater than the MLTV (the foregoing being referred to herein as the "LTV Requirement"). The "MLTV" shall be defined as seventy-five percent (75.00%) of the Appraised Value of the Project from time to time. If at any time the loan-to-value ratio of the total principal amount of the Loan to the Project shall exceed the MLTV, based on any Appraisal(s) (to be engaged by Lender from time to time at the sole expense of Borrower) (which appraisal(s) must be satisfactory to Lender in all respects, in Lender's sole, absolute and unreviewable discretion), then the Borrower shall either: (a) make a principal curtailment under the Loan so as to meet the MLTV ratio; or (b) deposit cash in the amount of the shortfall in value, as determined by the Lender, in an account established and maintained with the Lender and pledged as additional collateral for the Loan (the "LTV Shortfall Account"), in either case within sixty (60) days after written notice to Borrower.

Section 4.20 Management of the Project. Borrower shall manage the Project, including, without limitation, all marketing, leasing, collections, maintenance and servicing duties, in a competent and professional manner. As of the Effective Date, there are no agreements with third-parties relating to the management of the Project. Borrower shall not enter into, terminate or cancel any management agreement for the Project or agreements with agents or brokers, or modify or amend any such agreements in any material respect, in any case without the prior written approval of Lender. Upon the occurrence of an Event of Default, Borrower shall cooperate with Lender in hiring a third party manager for the Project.

Section 4.21 Security Deposits. All security deposits delivered to Borrower under the Leases shall be maintained by Borrower in accordance with applicable Law (including, without limitation, requirements associated with segregation of funds).

Section 4.22 Conditions Precedent. As a condition precedent to Lender's obligation to close the Loan and make the Closing Disbursement, Borrower shall have complied with all the requirements and shall have fulfilled all the conditions set forth in this Agreement and shall, prior to the Closing Date (unless otherwise set forth herein or waived in writing by Lender), furnish to Lender at Borrower's sole cost and expense, the items set forth on Exhibit 4.22 attached hereto and made a part hereof which are required to be delivered prior to the Closing Date, all of which shall be in form and content satisfactory to Lender and its counsel.

Section 4.23 Maintenance of Patents, Trademarks, Etc. Borrower shall maintain in full force and effect all patents, trademarks, service marks, trade names, copyrights, licenses, franchises, permits and other authorizations necessary for the ownership and operation of its properties and business if the failure so to maintain the same would constitute a Material Adverse Change.

Section 4.24 Use of Proceeds. Borrower shall use the proceeds of the Loan on the Closing Date for purposes of (a) acquiring the Project, and (b) paying actual closing costs and expenses associated with the closing of the Loan. Borrower shall not use the proceeds of the Loan for any purposes which contravene any applicable Law or any provision hereof.

Section 4.25 Single Purpose Entity. Until the Obligations have been indefeasibly paid in full to Lender, Borrower's Organizational Documents will provide that Borrower's sole business purpose shall be the acquisition, ownership and operation of the Mortgaged Property (as such phrase is defined in the Mortgage). Borrower shall at all times during the term of the Note conduct its business affairs in compliance with such organizational documents. In addition, Borrower represents and warrants to, and covenants and agrees with Lender that Borrower has not and shall not: (i) engage in any business or activity other than the ownership, operation and maintenance of the Mortgaged Property, and activities incidental thereto; (ii) acquire or own any material assets other than (A) the Mortgaged Property, and (B) such incidental personal property as may be necessary for the operation of the Mortgaged Property; (iii) merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case Lender's prior written consent; (iv) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of Borrower's partnership agreement, articles or certificate of incorporation, articles of organization, operating agreement, or similar organizational documents, as the case may be, as same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would adversely affect the ability of Borrower to perform its obligations hereunder, under the Loan Documents; (v) own any subsidiary or make any investment in, any person or entity without the prior written consent of Lender; (vi) commingle its assets with the assets of any of its general partners, managing members, shareholders, affiliates, principals or of any other person or entity; (vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan, excepting trade payables (which must be paid when due) incurred by Borrower in the ordinary course of its business of owning and operating the Mortgaged Property; (viii) fail to maintain its records, books of account and bank accounts separate and apart from those of the general partners, managing members, shareholders, principals and affiliates of Borrower, the affiliates of a general partner or managing member of Borrower, and any other person or entity; (ix) enter into any contract or agreement with any general partner, managing member, shareholder, principal or affiliate of Borrower, any Guarantor or any indemnitor, or any general partner, managing member, shareholder, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any general partner, managing member, shareholder, principal or affiliate of Borrower, any Guarantor or any indemnitor, or any general partner, managing member, shareholder, principal or affiliate thereof; (x) seek the dissolution or winding up in whole, or in part, of Borrower; (xi) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any general partner, managing member, shareholder, principal or affiliate of Borrower, or any general partner, managing member, shareholder, principal or affiliate thereof or any other person; (xii) hold itself out to be responsible for the debts of another person; (xiii) make any loans to any third party; (xiv) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (A) to mislead others as to the identity with which such other party is transacting business, or (B) to suggest that Borrower is responsible for the debts of any third party (including any general partner, managing member, shareholder, principal or affiliate of Borrower, or any general partner, managing member, shareholder, principal or affiliate thereof); (xv) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; (xvi) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors, or (xvii) Borrower shall not employ or otherwise engage to employ any employees.

Section 4.26 Anti-Terrorism Laws. None of the Loan Parties, nor any Affiliate of any Loan Party, or any of their respective agents when such agent is acting or benefiting in any capacity in connection with the Loan, any letters of credit or other transaction hereunder shall (a) conduct any business or engage in

any transaction or dealing with any Blocked Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person; (b) engage in, or conspire to engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224; or (c) engage in or conspire to engage in any transaction that violates, evades or avoids, or has the purpose of violating, evading or avoiding, or attempts or intends to violate, evade or avoid, any of the prohibitions set forth in Executive Order No. 13224, the USA Patriot Act or any other Anti-Terrorism Law. Borrower shall deliver to Lender any certification or other evidence requested from time to time by Lender in its sole discretion, confirming Borrower's compliance with this Section 4.36.

V. NEGATIVE COVENANTS

The Loan Parties hereby covenant and agree that, from the date hereof and until the Obligations have been indefeasibly paid in full and all other obligations hereunder shall have been performed and discharged, they shall comply at all times with the following negative covenants:

Section 5.1 Changes in Organizational Documents. Borrower shall not amend or modify, or permit the amendment or modification of, in any material respect, any provision of the Organizational Documents of Borrower, without providing prior written notice to Lender and obtaining the prior written consent of Lender.

Section 5.2 Transfer of Land and Improvements. Borrower shall not voluntarily or by operation of law, directly or indirectly, sell, convey, transfer, assign, pledge, encumber, or permit to be sold, conveyed, transferred, assigned, pledged or encumbered any interest, whether nominal, beneficial or otherwise in or any part of the Land or the Improvements without the prior written consent of Lender having been obtained. Borrower shall not grant easements, rights-of-way or similar entitlements without the prior written consent of Lender. Any transaction which is prohibited under this Section 5.2 shall be null and void to the extent permitted by applicable Law. Lender shall not be under any obligation to allege or show any impairment of the Collateral, and Lender may pursue any legal or equitable remedies for default without such allegation or showing, notwithstanding the foregoing.

Section 5.3 Change in Ownership. Borrower shall not cause or permit sales, pledges, encumbrances, conveyances, transfers or assignments of interests in Borrower (whether owned directly or through other entities) without the prior written consent of Lender. Furthermore, until such time as the Loan is fully repaid, there shall be no Transfer (hereinafter defined) of any interest in, nor any change in the Control (hereinafter defined) or management of Borrower, nor any Transfer of the Project, without the Lender's prior written consent.

Section 5.4 Liquidations, Mergers, Consolidations, Acquisitions. Borrower shall not dissolve, liquidate or wind-up its affairs, or become a party to any merger or consolidation, or acquire by purchase, lease or otherwise all or substantially all of the assets or capital stock of any other Person.

Section 5.5 Reserved.

Section 5.6 Judgments. None of the Loan Parties shall permit any final judgment obtained against it to remain unpaid for a period of thirty (30) days following the entry thereof without obtaining a stay of execution or bonding or causing such judgment to be bonded.

Section 5.7 Leasing of Premises. Borrower shall not, without the prior written approval of Lender, terminate any Lease. Borrower shall not, without the prior written approval of Lender, enter into, amend, modify or extend any Lease if such amendment (i) decreases the rent or any other amount payable under such Lease, (ii) shortens the term of such Lease or (iii) otherwise increases any obligation of Borrower, as

landlord thereunder, in any material respect.

Section 5.8 Contingent Liabilities. Borrower shall not guarantee, endorse, become contingently liable upon or assume the obligation of any person, or permit any such contingent liability to exist, except by the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of Borrower's business.

Section 5.9 Material Adverse Change. No Material Adverse Change shall occur.

Section 5.10 Continuation of or Change in Business. Borrower shall not engage in any business other than the business conducted on the date of this Agreement by Borrower and Borrower shall conduct and operate such business substantially as conducted and operated by Borrower during the fiscal year which includes the date of this Agreement, and Borrower shall not permit any material change in such business.

Section 5.11 Liens. Except for the Permitted Encumbrances, Borrower shall not at any time, create, incur, assume or suffer to exist or be created, or permit any pledge of, any deed of trust, mortgage, Lien (including any Lien or other encumbrance authorized by Environmental Laws), charge, security interest or encumbrances of any nature with respect to the Land or the Improvements, or assign, pledge or in any way transfer or encumber its rights to receive income from the Land or the Improvements, or any of its property or assets, tangible or intangible, now owned or hereafter acquired, or agree to become liable to do so.

Section 5.12 Value of Collateral. Borrower shall not take any action which would result in any material impairment of the value of any Collateral.

Section 5.13 Transfer of Personalty on Land or Improvements. Borrower shall not voluntarily or by operation of law, directly or indirectly, sell, assign, transfer, encumber, pledge, mortgage, hypothecate, convey or otherwise dispose of any interest in or any part of any personalty located upon the Project or used or intended to be used in connection therewith, provided that Borrower may dispose of any worn-out personal property as long as the same is promptly replaced with personal property that is the functional equivalent of the replaced property within such time as would not impair the operation of the Project.

Section 5.14 Disposition of Rents. Borrower shall not consent to or permit or enter into any sale, conveyance, pledge, mortgage, hypothecation or other disposition of any rents, income, issues, profits or other funds arising from or in connection with the Land and/or the Improvements.

Section 5.15 Indebtedness. Borrower shall not, at any time create, incur, assume or suffer to exist any Indebtedness, except: (a) Indebtedness under the Loan Documents; and/or (b) Trade debt in the ordinary course of business.

Section 5.16 Dividends and Related Distributions. Borrower shall not make or pay, or agree to become or remain liable to make or pay, any dividend or other distribution of any nature (whether in cash, property, securities or otherwise) on account of or in respect of its shares of capital stock, partnership interests or limited liability company interests or on account of the purchase, redemption, retirement or acquisition of its shares of capital stock (or warrants, options or rights therefor), partnership interests or limited liability company interests; provided that, notwithstanding the foregoing, Borrower shall be permitted to make Permitted Distributions so long as before and as a result of giving effect to any distributions (i) no Event of Default or Potential Default shall exist, and (ii) the Borrower is in compliance with the DSCR Requirement and the LTV Requirement.

Section 5.17 Materials and Fixtures. Except for those Leases in effect as of the Closing Date and approved by Lender pursuant to the terms hereof, Borrower shall not use, or allow the use of, any materials,

furnishings, fixtures or equipment that are a part of the Improvements which are under or subject to any lease or similar agreement or which have been purchased upon a conditional bill of sale or to which Borrower does not have absolute and unencumbered fee title.

Section 5.18 Change of Management. Borrower shall not change its executive management without the prior written consent of Lender

VI. CLOSING, DISBURSEMENT AND CASH MANAGEMENT MATTERS

Section 6.1 Closing Disbursement Conditions. Lender shall not be obligated to disburse the Loan hereunder until Borrower, at its expense, shall have fulfilled all conditions of this Agreement applicable thereto, including, without limitation, the delivery and approval of the items referred to on Exhibit 4.22 attached hereto, and satisfaction of the following conditions:

(a) No portion of the Improvements shall have been damaged by fire or other casualty and no condemnation or taking of the Land or the Improvements or any material portion thereof shall be pending or threatened;

(b) Lender shall have received all duly executed Loan Documents on or before the Closing Date and the Collateral Documents and other documents to be placed of record shall have been duly recorded and filed in all appropriate offices;

(c) The security interest in all property described in the Collateral Documents shall have been duly perfected and shall be a valid and enforceable first lien;

(d) The Closing Fee shall have been paid on or before the Closing Date;

(e) All Governmental Approvals shall be in full force and effect, and no notices of violation or revocation with respect thereto shall have been received;

(f) Lender shall have received, at Borrower's expense, the Title Insurance Policy, in form and substance satisfactory to Lender and shall insure the priority of the Lien of the Mortgage and contain no exception other than the Permitted Encumbrances;

(g) No Event of Default or Potential Default shall have occurred and be continuing under this Agreement or any of the other Loan Documents;

(h) No Material Adverse Change shall have occurred;

(i) Lender shall have received an executed copy of each Lease and an SNDA and Estoppel, in form satisfactory to Lender, from each tenant under the Leases; and

(j) The representations and warranties of Borrower contained in Article 8 hereof shall be true and accurate in all materials respects on and as of the date of the disbursement of Loan proceeds with the same effect as though such representations and warranties had been made on and as of such date (except representations and warranties which relate solely to an earlier date or time, which representations and warranties shall be true and correct on and as of the specific dates or times referred to therein), and Borrower shall have performed and complied with all covenants and conditions hereof in all materials respects.

Section 6.2 Additional Security. As additional security for Borrower's obligations under this Agreement and the other Loan Documents, Borrower hereby irrevocably pledges, assigns and grants to Lender a continuing security interest in (a) all funds now or hereafter deposited by Borrower with Lender

under this Agreement or any of the other Loan Documents (including, without limitation, the Account Control Agreement) (individually, a “**Pledge Account**” and collectively, the “**Pledged Accounts**”), (b) all Governmental Approvals to the extent permitted by Law or by the terms thereof, and (c) all Rents in Borrower’s possession and agrees to accept and hold such Rents in trust for the benefit of Lender. Borrower shall not, without obtaining the prior written consent of Lender, further pledge, assign or grant any security interest in any Pledged Account, or permit any Lien to attach thereto, or any levy to be made thereon, or any UCC financing statements, except those naming Lender as the secured party, to be filed with respect thereto. This Agreement is, among other things, intended by the parties to be a security agreement for purposes of the UCC. Upon the occurrence and during the continuance of an Event of Default, Lender may apply any sums in any Pledge Account in any order and in any manner as Lender shall elect in Lender’s discretion without seeking the appointment of a receiver and without adversely affecting the rights of Lender to foreclose the Lien of the Mortgage or exercise its other rights under the Loan Documents. Pledged Accounts shall not constitute trust funds and may be commingled with other monies held by Lender (unless expressly provided for otherwise in a written agreement executed by the Lender). Provided no Event of Default exists, all interest which accrues on the funds in any Pledged Account shall accrue for the benefit of Borrower and shall be taxable to Borrower and shall be added to and disbursed in the same manner and under the same conditions as the principal sum on which said interest accrued.

Section 6.3 Tenant Improvement Funds. Commencing on the Closing Date, Borrower shall deposit with or on behalf of Lender an amount equal to \$270,000.00 which amount shall be transferred into an Account (the “**Tenant Improvement Account**”) which shall be the subject of the Account Control Agreement. Amounts deposited from time to time into the Tenant Improvement Account pursuant to this Section 6.5 are referred to herein as the “**Tenant Improvement Funds**”. Provided no Event of Default is continuing, Lender shall disburse Tenant Improvement Funds to Borrower out of the Tenant Improvement Account, within five (5) days after the later of (a) receipt by Lender of all items required to be delivered pursuant to the Loan Documents as a condition to payment of any portion of the Tenant Improvement Funds (including, without limitation, any third party reports or inspection summaries required by Lender in associated with such request), and (b) delivery by Borrower to Lender of a request therefor (but not more often than once per month), in increments of at least \$10,000.00 (or a lesser amount if the total amount in the Tenant Improvement Account is less than \$10,000.00, in which case only one disbursement of the amount remaining in the account shall be made) provided that: (i) such disbursement is for a tenant improvement of the Project approved by Lender (an “**Approved Tenant Improvement Expenditure**”); (ii) the request for disbursement is accompanied by (A) an Officer’s Certificate from Borrower (1) stating that the items to be funded by the requested disbursement have been approved by Lender, and a description thereof, (2) stating that all Approved Tenant Improvement Expenditures to be funded by the requested disbursement have been completed (or completed to the extent of the requested disbursement) in a good and workmanlike manner and in accordance with all applicable Legal Requirements, (3) stating that the Approved Tenant Improvement Expenditures (or the relevant portions thereof) to be funded from the disbursement in question have not been the subject of a previous disbursement, (4) stating that all previous disbursements of Tenant Improvement Funds have been used to pay the previously identified Approved Tenant Improvement Expenditures, and (5) stating that all outstanding trade payables (other than those to be paid from the requested disbursement or those constituting Permitted Indebtedness) have been paid in full, (B) a copy of any license, permit or other approval required by any Governmental Authority in connection with the Approved Tenant Improvement Expenditures and not previously delivered to Lender, (C) copies of appropriate lien waivers, conditional lien waivers, or other evidence of payment satisfactory to Lender, (D) at Lender’s option, a title search for the Project indicating that the Project is free from all Liens, claims and other encumbrances not previously approved by Lender, and (E) such other evidence as Lender shall reasonably request to demonstrate that the Approved Tenant Improvement Expenditures to be funded by the requested disbursement have been completed and are paid for or will be paid upon such disbursement to Borrower (or the portion thereof as to which such request for disbursement has been submitted has been completed and is paid for (other than any retention amount which is not a part of such

disbursement request) or will be paid upon such disbursement to Borrower) and (iii) if such disbursement request is for \$20,000.00 or more, Lender shall have (if it desires) verified (by an inspection conducted at Borrower's expense) performance of the work associated with such Approved Tenant Improvement Expenditure.

VII. REPORTING REQUIREMENTS

Section 7.1 Appraisals, Title Reports and Environmental Reports.

(a) Appraisal. In addition to the Appraisal required prior to the Closing Date as set forth on Exhibit 4.22 attached hereto, until the Obligations are repaid in full, Lender shall have the right at any time and from time to time to obtain an Appraisal with respect to the Project, which Appraisal shall be at the sole cost and expense of Borrower.

(b) Title Reports. At the option of Lender, Lender may request and Borrower shall deliver within fifteen (15) days of such request, an updated title report on the Project, prepared and issued by the same title insurance company that delivered to Lender the Title Insurance Policy in connection with the delivery of the Mortgage at the sole cost and expense of Borrower.

(c) Environmental Reports. Within thirty (30) days following the request of Lender, (i) if Lender reasonably suspects that there has been a breach of the Environmental Indemnity Agreement, (ii) if a previously undisclosed adverse environmental condition becomes apparent, (iii) if a change in applicable Law with respect to environmental matters should occur, or (iv) at any time following the occurrence of an Event of Default, Borrower shall cause an Environmental Report of the Project to be prepared at Borrower's sole cost and expense, which Environmental Report will be in form and performed by a consultant reasonably approved by Lender, and if Borrower does not respond to Lender's request within thirty (30) days, Lender shall cause an Environmental Report of the Project to be performed; provided, however, that in any event Borrower shall, upon demand reimburse Lender, for any and all costs incurred in connection with any such Environmental Report.

Section 7.2 Financial Reports. Until the Obligations are repaid in full, the Loan Parties shall furnish or cause to be furnished to Lender, the following financial reports and information: (a) as soon as available, but in no event later than one hundred twenty (120) days after each fiscal year ending December 31, tax returns, balance sheets, statements of income, retained earnings and changes in financial position (including statements of cash flow) for Borrower – with such annual statements of Borrower shall be prepared in accordance with GAAP and shall be certified by an Authorized Officer of Borrower; (b) as soon as available, but in no event later than thirty (30) days after the filing of each Guarantor's respective federal income tax return, personal financial statements, including schedules of assets and liabilities (including contingent liabilities), statements of income, retained earnings and changes in financial position for each Guarantor, and, if requested by Lender such other financial reports and information for each Guarantor as may be required by Lender – with such annual statements shall be prepared in accordance with GAAP; and (c) such other financial information as may be requested by Lender from time to time to evaluate the financial condition and cash flow of the Project and the Loan Parties. In addition to the foregoing requirements, all financial reports and information submitted to Lender pursuant to the Loan Documents shall (y) fully and accurately present the condition (financial or otherwise) of the Loan Parties as of such report's date, and (z) certify that, since the date of the most recent financial statements of such Loan Parties previously submitted to Lender, no material adverse change has occurred in the financial condition of such Loan Party and, to the extent such material adverse change has occurred in the financial condition, the same shall be clearly and accurately disclosed in such submission.

VIII. REPRESENTATIONS AND WARRANTIES

The Loan Parties hereby represent and warrant to Lender as follows:

Section 8.1 Due Formation; Capacity. Borrower's exact legal name is FS7901, LLC and is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Maryland (being the state of its jurisdiction of organization), and has full power and authority to own or lease and operate properties, and to engage in the business it presently conducts and proposes to conduct. Borrower is duly licensed or qualified and in good standing in each jurisdiction where the property owned or leased by it or the nature of the business transacted by it or both makes such licensing or qualification necessary. Borrower shall not reorganize in another state during the term of the Loan. Borrower's Federal Tax Identification Number is 47-4240166.

Section 8.2 Power and Authority. Each of the Loan Parties has full power and authority to enter into, execute, deliver and carry out this Agreement and any other agreement to which it is a party, to incur the Indebtedness contemplated by the Loan Documents and to perform its obligations hereunder and thereunder and all such actions have been duly authorized by all necessary proceedings on its part.

Section 8.3 Validity and Binding Effect. This Agreement, the other Loan Documents will have been duly executed and delivered by the Loan Parties to the extent they are a party thereto upon delivery of such document by such Loan Party. This Agreement, the other Loan Documents constitute, or will constitute, legal, valid and binding obligations of each Loan Party which is or will be a party thereto on and after delivery thereof by such Loan Party, enforceable against such Loan Party in accordance with their respective terms.

Section 8.4 No Conflict. Neither the execution and delivery of this Agreement nor the other Loan Documents by any Loan Party, nor the consummation of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will conflict with, constitute a default under or result in any breach of (a) the terms and conditions of the Organizational Documents of Borrower or (b) any Governmental Approval, any applicable Law or any material agreement, instrument, order, writ, judgment, injunction or decree to which any Loan Party is a party or by which any Loan Party is bound, or to which it is subject, or result in the creation or enforcement of any Lien, charge or encumbrance whatsoever upon any property (now or hereafter acquired) of any Loan Party (other than Liens granted under the Loan Documents).

Section 8.5 Reserved.

Section 8.6 No Potential Default or Event of Default; Compliance with Instruments. No event has occurred and is continuing and no condition exists or will exist after giving effect to the Closing Disbursement of the Loan under or pursuant to the Loan Documents which constitutes an Event of Default or Potential Default. Borrower is not in violation of any term of any Organizational Documents of Borrower. None of the Loan Parties is in violation of any material agreement or instrument to which such Loan Party is a party or by which such Loan Party or any of such Loan Party's properties may be subject or bound where such violation would constitute a Material Adverse Change.

Section 8.7 No Litigation or Investigations. There are no actions, suits, proceedings or investigations pending or, to the knowledge of any Loan Party, threatened against such Loan Party at law or in equity before any Official Body which individually or in the aggregate would question the capacity, ability or authority of any of the Loan Parties to execute, deliver and perform the Loan Documents to which it is a party, or if adversely determined may result in any Material Adverse Change. None of the Affiliates of any Loan Party is in violation of any order, writ, injunction or any decree of any Official Body which may result

in any Material Adverse Change.

Section 8.8 Financial Statements and Other Information.

(a) The Guarantors have delivered to Lender copies of their respective fiscal year-end (or calendar year-end, as applicable) financial statements (hereinafter collectively referred to as “**Annual Statements**”) (hereinafter the Annual Statements as well as all other financial reports and information delivered to Lender in connection with the Loan shall be collectively referred to as “**Historical Statements**”). The Historical Statements are correct, accurate and complete in all respects and fairly present the financial condition of the Guarantors as of their dates and the results of operations for the fiscal periods (or calendar periods, as applicable) then ended. All other financial data and information given to Lender by or with respect to the Guarantors is accurate, correct and complete in all respects. The Guarantors do not have any liabilities, contingent or otherwise, or forward or long-term commitments that are not disclosed in the Historical Statements or in the notes thereto, and except as disclosed therein there are no unrealized or anticipated losses from any commitments of the Guarantors which may cause a Material Adverse Change. Since the submission of all such Historical Statements, no Material Adverse Change has occurred.

(b) To Borrower's knowledge, all surveys, plot plans and similar documents heretofore furnished by Borrower to Lender with respect to the Improvements are accurate and complete in all material respects as of their respective dates.

(c) All other information given to Lender by and with respect to any Loan Party is accurate, correct and complete in all respects.

Section 8.9 Title Aspects. Borrower has good and marketable fee simple title to the Land, subject only to Permitted Encumbrances. Borrower has been granted all easements appropriate for the use and operation of the Improvements, and any mortgage liens now or hereafter affecting any land burdened by such easements are subordinate to such easements. Each Loan Party has good and marketable title to or valid leasehold interest in all properties, assets and other rights which it purports to own or lease or which are reflected as owned or leased on its books and records, free and clear of all Liens and encumbrances except Permitted Encumbrances, and subject to the terms and conditions of the applicable leases. All leases of property are in full force and effect without the necessity for any consent which has not previously been obtained upon consummation of the transactions contemplated hereby.

Section 8.10 Zoning and Governmental Approvals. The use and occupancy of the Improvements conforms to all applicable Laws, all existing Governmental Approvals and all covenants, conditions and restrictions contained in a deed, leases or other instrument or agreement covering or affecting all or any portion of the Land and/or the Improvements. All Governmental Approvals have been obtained and are valid and in full force and effect, except where the failure to do so would not result in a Material Adverse Change.

Section 8.11 Reserved.

Section 8.12 Easements; Utilities and Public Access. All easements, cross easements, licenses, air rights and rights-of-way or other similar property interests (collectively, “**Easements**”), if any, necessary for the full utilization of the Improvements for their intended purposes have been obtained, are described in the Title Insurance Policy and are in full force and effect without default thereunder. The Project has rights of access to public ways and is served by water, sewer, sanitary sewer and storm drain facilities adequate to service the Project for its intended uses. All public utilities necessary or convenient to the full use and enjoyment of the Project are located in the public right-of-way abutting the Project, and all such utilities are connected so as to serve the Project without passing over other property absent a valid

irrevocable easement. All roads necessary for the use of the Project for its current purpose have been completed and dedicated to public use and accepted by all applicable government authorities.

Section 8.13 Security Interests. The liens and security interests granted or to be granted to Lender pursuant to this Agreement and the other Loan Documents constitute and will continue to constitute valid perfected Prior Security Interests under the Uniform Commercial Code as in effect in each applicable jurisdiction or other applicable Law, entitled to all the rights, benefits and priorities provided by the Uniform Commercial Code or any other Law. Upon the filing of the applicable Loan Documents and financing statements relating to said liens and security interests in each office and in each jurisdiction where required in order to establish the liens and perfect the security interests described above, as applicable, all such action as is necessary or advisable to establish such rights of Lender will have been taken, and there will be upon execution and delivery of the Collateral Documents, such filings and such taking of possession, as is necessary to establish said liens and perfect said security interests and there shall be no necessity for any further action in order to preserve, protect and continue such rights, except the filing of continuation statements with respect to any such financing statements within six (6) months prior to each five (5) year anniversary of the filing of such financing statements. All filing fees and other expenses in connection with each such action have been or will be paid by Borrower, and the collateral secured by such Loan Documents is subject to no other Liens or encumbrances except for the Permitted Encumbrances.

Section 8.14 Mortgage Liens. The Lien granted to Lender pursuant to the Mortgage will, upon proper recording, constitute a valid, perfected first-priority Lien under applicable Law, and the Land, the Improvements and any other property, in whatever form, whether real, personal or otherwise, secured by the Mortgage is subject to no other Liens or encumbrances except for the Permitted Encumbrances. All action as is necessary or advisable to establish such Lien and its priority as described in the preceding sentence, including recordation of the Mortgage in the appropriate offices, will be taken promptly following the Closing Date, and there will be, upon execution, delivery and recordation of the Mortgage, no necessity for any further action in order to protect, preserve and continue such Lien and such priority.

Section 8.15 Compliance with Laws. The Loan Parties are in compliance with all applicable Laws in all jurisdictions in which any Loan Party is presently or will be doing business.

Section 8.16 Other Obligations and Liabilities. Borrower has no liabilities or other obligations that arose or accrued prior to the date hereof that, either individually or in the aggregate, could have a material adverse effect on Borrower, the Project and/or Borrower's ability to pay the Debt. Borrower has no known contingent liabilities.

Section 8.17 Boundaries. All of the Improvements which were included in determining the appraised value of the Project lie wholly within the boundaries and building restriction lines of the Project, and no improvements on adjoining properties encroach upon the Project, and no easements or other encumbrances affecting the Project encroach upon any of the Improvements, so as to affect the value or marketability of the Project, except those which are set forth on the Survey and insured against by the Title Insurance Policy.

Section 8.18 Physical Condition. Except as may be expressly set forth in the Physical Conditions Report, the Project, including all buildings, improvements, parking facilities, sidewalks, storm drainage systems, roofs, plumbing systems, HVAC systems, fire protection systems, electrical systems, equipment, elevators, exterior sidings and doors, landscaping, irrigation systems and all structural components, are in good condition, order and repair in all material respects; there exists no structural or other material defects or damages in the Project, whether latent or otherwise, and Borrower has not received notice from any insurance company or bonding company of any defects or inadequacies in the Project, or any part thereof, which would adversely affect the insurability of the same or cause the imposition of extraordinary premiums or charges thereon or of any termination or threatened termination of any policy of insurance or bond.

Section 8.19 Solvency. Each of the Loan Parties is Solvent as of the Closing Date and will be Solvent after giving effect to the transactions contemplated by the Loan Documents, including all Indebtedness incurred thereby, the security interests granted therein and the payment of all fees, costs, expenses and the like related thereto.

Section 8.20 Employees. Borrower currently has no employees and, since its formation, Borrower has had no employees.

Section 8.21 Regulated Entities.

(a) None of the Loan Parties is an “investment company” registered or required to be registered under the Investment Company Act of 1940 or under the “control” of an “investment company” as such terms are defined in the Investment Company Act of 1940 and shall not become such an “investment company” or under such “control.”

(b) Borrower is not a “bank holding company” or a direct or indirect subsidiary of a “bank holding company” as defined in the Bank Holding Company Act of 1956, as amended, and Regulation Y thereunder of the Board of Governors of the Federal Reserve System.

(c) None of the Loan Parties is subject to any other federal, local or state statute, rule or regulation limiting said Loan Party's ability to incur Indebtedness for borrowed money.

Section 8.22 Use of Proceeds; Margin Stock; Section 20 Subsidiaries. No part of the proceeds of any Loan has been or will be used, immediately, incidentally or ultimately, to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or to refund Indebtedness originally incurred for such purpose, or for any purpose which entails a violation of or which is inconsistent with the provisions of the regulations of the Board of Governors of the Federal Reserve System including, without limitation, Regulation U.

Section 8.23 Full Disclosure. Neither this Agreement nor any other Loan Document, nor any certificate, statement, agreement or other documents furnished to Lender in connection herewith or therewith, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein, in light of the circumstances under which they were made, not misleading. There is no fact known to Borrower which materially adversely affects the business, property, assets, financial condition, results of operations or prospects of Borrower which has not been set forth in this Agreement or in the certificates, statements, agreements or other documents furnished in writing to Lender prior to or on the date hereof in connection with the transactions contemplated hereby.

Section 8.24 Impositions. All returns for Impositions required to have been filed with respect to Borrower have been timely filed, and payment has been made (or adequate provision for the payment thereof has been made) of all Impositions which have or may become due pursuant to said returns or to assessments received, prior to the date upon which any penalty or fine may be imposed, except to the extent that such Impositions are being contested in good faith by appropriate proceedings diligently conducted in accordance with the provisions of Section 4.2. There are no agreements or waivers extending the statutory period of limitations applicable to any Impositions of Borrower for any period.

Section 8.25 Consents and Approvals. Except for the filing of financing statements, the Mortgage in the applicable state and county filing offices, no consent, approval, exemption, order or authorization of, or a registration or filing with, any Official Body or any other Person is required by any Law or any agreement in connection with the execution, delivery and carrying out of this Agreement or the other Loan Documents

by any Loan Party, all of which shall have been obtained or made on or prior to the Closing Date. Borrower hereby authorizes Lender to file all financing statements, together with any amendments or modifications thereof which Lender deems necessary or desirable to perfect, under the applicable Uniform Commercial Code, the security interest in the collateral described in the Mortgage, the other Collateral Documents and this Agreement.

Section 8.26 Anti-Terrorism Laws.

(a) General. None of the Loan Parties, nor or any Affiliate of any Loan Party, or any of their respective agents when such agent is acting or benefiting in any capacity in connection with the Loan, any letters of credit or other transactions hereunder, is in violation of any Anti-Terrorism Law or engages in or conspires to engage in any transaction that violates, evades or avoids, or has the purpose of violating, evading or avoiding, or is attempting to violate, evade or avoid, any of the prohibitions set forth in any Anti-Terrorism Law.

(b) Executive Order No. 13224. None of the Loan Parties, nor or any Affiliate of any Loan Party, or any of their respective agents when such agent is acting or benefiting in any capacity in connection with the Loan, any letters of credit or other transactions hereunder, is any of the following (each a "**Blocked Person**"): (i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (iii) a Person or entity with which any Lender is prohibited by any Anti-Terrorism Law from dealing or otherwise engaging in any transaction; (iv) a Person or entity that supports, engages in or conspires to, attempts to or intends to engage in "terrorism" as defined in Executive Order No. 13224, or engages in or conspires, attempts or intends to engage in any transaction that violates, evades or avoids, or has the purpose of violating, evading or avoiding, or attempts to or intends to violate, evade or avoid, any of the prohibitions set forth in any Anti-Terrorism Law; (v) a Person or entity that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list, or (vi) a person or entity who is affiliated or associated with a person or entity listed above. None of the Loan Parties, nor any Affiliate of any Loan Party, or any of their respective agents when such agent is acting or benefiting in any capacity in connection with the Loan, any letters of credit or other transactions hereunder (a) conducts any business or engages in any transaction or dealing with any Blocked Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, or engages in or conspires to engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224.

Section 8.27 Leases. The Volunteer Lease is the only Lease relating to the Project and the Project is not subject to any Leases other than the Volunteer Lease. Borrower is the owner and lessor of landlord's interest in the Leases. No Person has any possessory interest in the Project or right to occupy the same except under and pursuant to the provisions of the Leases. The Volunteer Lease is in full force and effect and there are no defaults by the landlord thereunder beyond any applicable notice or cure period, and there are no conditions that, with the passage of time or the giving of notice, or both, would constitute defaults thereunder by landlord, and, to Borrower's knowledge, there are no defaults thereunder by any tenant, lessee or occupant thereunder beyond any applicable notice or cure period, and to Borrower's knowledge, there are no conditions that, with the passage of time or the giving of notice, or both, would constitute defaults by the Tenants thereunder. The copies of the Leases delivered to Lender are true and complete, and there are no oral agreements with respect thereto. No Rent (including security deposits) has been paid more than one (1) month in advance of its due date. The Tenants under the Leases have accepted possession of and are in occupancy of all of their respective demised premises and have commenced the payment of full, unabated rent under the Leases. Borrower has delivered to Lender a true, correct and complete list of all

security deposits made by Tenants at the Project which have not been applied (including accrued interest thereon), all of which are held by Borrower in accordance with the terms of the applicable Lease and applicable Legal Requirements. Each tenant under a Lease is free from bankruptcy or reorganization proceedings. No tenant under any Lease (or any sublease) is an Affiliate of Borrower. The Tenants under the Leases are paying full, unabated rent. There are no brokerage fees or commissions due and payable in connection with the leasing of space at the Project. There has been no prior sale, transfer or assignment, hypothecation or pledge of any Lease or of the Rents received therein which is still in effect. No tenant, lessee or occupant has assigned its Lease or sublet all or any portion of the premises demised thereby. No tenant, lessee or occupant under any Lease has a right or option pursuant to such Lease or otherwise to purchase all or any part of the leased premises or the building of which the leased premises are a part. No tenant, lessee or occupant under any Lease has any right or option for additional space in the Improvements.

IX. RESERVED

X. DEFAULTS AND REMEDIES

Section 10.1 Events of Default. The following shall be deemed to be Events of Default under this Agreement (whatever the reason therefor and whether voluntary, involuntary or effected by operation of Law):

(a) Borrower shall fail to make any principal payment due under the Loan or shall fail to pay any interest on the Loan or any other scheduled payment owing hereunder or under the other Loan Documents after such principal, interest or other scheduled payment shall become due and payable in accordance with the terms hereof;

(b) Any representation or warranty made at any time by any of the Loan Parties herein or in any other Loan Document, or in any certificate, other instrument or written statement furnished by any Loan Party pursuant to the provisions hereof or thereof, shall prove to have been false or misleading in any material respect as of the time it was made or furnished;

(c) Any Loan Party shall fail to comply with any covenant or obligation contained in this Agreement or any of the other Loan Documents which calls for the payment of money, other than those monetary defaults expressly referred to in subsection 10.1(a) above, and shall not cure that failure within ten (10) days after written demand by Lender;

(d) Any of the Loan Parties shall fail to comply with any covenant or obligation contained in this Agreement or any of the other Loan Documents, other than (i) defaults or Events of Default under the Note and the Mortgage, or (ii) those defaults expressly referred to in the other subparagraphs of this Section 10.1, and shall not cure that failure within thirty (30) days after written notice thereof by Lender to Borrower or such shorter period of time for cure specified in any Loan Document (such grace period to be applicable only in the event such default can be remedied by corrective action of the applicable Loan Party as determined by Lender in its sole discretion), provided that, in the event that such default cannot be remedied with reasonable due diligence during such thirty (30) day period, such default shall not constitute an Event of Default so long as the applicable Loan Party continues with reasonable due diligence to attempt to remedy the same for such additional period of time as may be required not to exceed a total of sixty (60) days from the date of the giving of the written notice referred to above by Lender;

(e) Any of the Loan Parties, as applicable, shall fail to comply with any of the following sections of this Agreement, as applicable to the respective Loan Parties; Section 4.7 [Maintenance of Insurance], Section 4.26 [Anti-Terrorism Laws], Section 5.2 [Transfer of Land and Improvements], Section 5.3

[Change in Ownership], Section 5.4 [Liquidations, Mergers, Consolidations, Acquisitions], or Section 5.10 [Continuation of or Change in Business];

(f) Any of the Loan Parties shall fail to comply with any covenant or obligation contained in any agreement with the Lender other than the Loan Documents and such failure is not cured with any applicable grace of cure period pursuant to the terms and conditions of such agreement;

(g) Any of the Loan Parties shall cease to be Solvent or shall be unable to pay their respective debts as the same shall mature;

(h) Any Lien or encumbrance, other than a Permitted Encumbrance, is entered against the Land or Improvements and such Lien or encumbrance is not discharged, by bond or otherwise within ten (10) days after the filing thereof;

(i) Any final judgment(s) for the payment of money shall be entered against any Loan Party by a court having jurisdiction which is not discharged, vacated, bonded or stayed pending appeal within a period of thirty (30) days from the date of entry of such judgment(s);

(j) There shall occur any uninsured or inadequately insured damage to or loss, theft or destruction of any of the Collateral including, without limitation, the Land and/or any of the Improvements;

(k) The Collateral or any other of the Loan Parties' assets are attached, seized, levied upon or subjected to a writ or distress warrant, or such come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not cured within thirty (30) days thereafter;

(l) If any Loan Party is a partnership or limited liability company, the death, incarceration, indictment or legal incompetency of any individual general partner or member; provided, however, the death of a Guarantor that was the holder of such interest shall not constitute an Event of Default hereunder, provided that: (i) such decedent's interest in Borrower is the subject of a Transfer within sixty (60) days following such death, (ii) Borrower shall give Lender notice of such Transfer together with copies of all instruments effecting such Transfer not less than thirty (30) days after the date of such Transfer; (iii) Borrower shall continue to comply with the provisions of Section 4.25 of this Agreement; and (iv) such Transfer shall not otherwise result in a change of Control of Borrower or change of the day-to-day management and operations of the Project.

(m) Any of the Loan Documents shall cease to be legal, valid and binding agreements enforceable against the Loan Parties in accordance with the respective terms thereof or shall in any way be terminated (except in accordance with their terms) or become or be declared ineffective or inoperative or shall in any way be challenged or contested or cease to give or provide the respective Liens, security interests, rights, titles, interests, remedies, powers or privileges intended to be created thereby;

(n) Any party shall obtain an order or decree in any court of competent jurisdiction enjoining or prohibiting Lender or the Loan Parties from carrying out the terms and conditions of any of the Loan Documents to which they are a party and such order or decree is not vacated or stayed within ten (10) days after the filing thereof;

(o) [Reserved];

(p) A proceeding shall have been instituted in a court having jurisdiction in the premises seeking a decree or order for relief in respect of any Loan Party in an involuntary case under any applicable bankruptcy, insolvency, reorganization or other similar law now or hereafter in effect, or for the

appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, conservator (or similar official) of any Loan Party for any substantial part of its property, or for the winding-up or liquidation of its affairs, and such proceeding shall remain undismissed or unstayed and in effect for a period of thirty (30) consecutive days or such court shall enter a decree or order granting any of the relief sought in such proceeding;

(q) Any Loan Party shall commence a voluntary case under any applicable bankruptcy, insolvency, reorganization or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator, conservator (or other similar official) of itself or for any substantial part of its property or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any action in furtherance of any of the foregoing;

(r) An Event of Default shall have occurred under the Note or the Mortgage or any other document executed and delivered in connection therewith;

(s) A default or event of default is alleged to have occurred under any other lien or claim against the Land and/or the Improvements, whether alleged to be superior or junior to the lien of the Mortgage;

(t) A Material Adverse Change shall have occurred;

(u) Any action or proceeding is commenced, excepting an action to foreclose the lien of the Mortgage or to collect the indebtedness thereby secured, to which action or proceeding Lender is made a party by reason of the execution of the Mortgage or the Note, or in which it becomes necessary to defend or uphold the lien of the Mortgage, or the priority thereof or possession of the Land and the Improvements, or otherwise protect the security under the Mortgage and such action or proceeding is not dismissed within thirty (30) days of the commencement thereof; or

(v) Borrower shall sell, assign, give, mortgage, pledge, hypothecate, encumber or otherwise transfer the Land and/or the Improvements, or any part thereof or interest therein, voluntarily or involuntarily, other than Leases approved in writing by Lender if required hereunder.

Section 10.2 Remedies. Lender may exercise any or all of the following rights and remedies:

(a) If an Event of Default shall occur, Lender may, by written notice to Borrower, declare the unpaid principal amount of the Note then outstanding and all interest accrued thereon and all other indebtedness of Borrower to Lender hereunder and thereunder to be immediately due and payable.

(b) If an Event of Default shall occur, Lender and any branch, subsidiary or Affiliate of Lender shall have the right, in addition to all other rights and remedies available to it, without notice to any Loan Party, to set-off against and apply to the then unpaid balance of the Loan and all other obligations of the Loan Parties hereunder or under any other Loan Document any debt owing to, and any other funds held in any manner for the account of, Borrower or such other Loan Party by Lender, or by such branch, subsidiary or Affiliate, including without limitation, all funds in all deposit accounts (whether time or demand, general or special, provisionally credited or finally credited, or otherwise) now or hereafter maintained by Borrower or such other Loan Party for its own account (but not including funds held in custodian or trust accounts) with Lender or such branch, subsidiary or Affiliate. Such right shall exist whether or not Lender shall have made any demand under this Agreement or any other Loan Document, whether or not such debt owing to or funds held for the account of Borrower or such other Loan Party is or are matured or unmatured and regardless of the existence or adequacy of any Collateral, the Guaranties or other security, right or remedy available

to Lender;

(c) If an Event of Default shall occur, and so long thereafter as such Event of Default shall remain uncured, and whether or not Lender shall have accelerated the maturity of the Loan pursuant to any of the foregoing provisions of this Section 10.2, Lender may proceed to protect and enforce its rights by suit in equity, action at law and/or other appropriate proceeding, for the specific performance of any covenant or agreement contained in this Agreement or the other Loan Documents, including as permitted by applicable Law, the obtaining of the ex parte appointment of a receiver, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of Lender;

(d) From and after the date on which Lender has taken any action pursuant to this Article 10 and until all Obligations have been paid in full, any and all proceeds received by Lender from any sale or other disposition of any Collateral, or any part thereof, or the exercise of any other remedy by Lender, shall be applied as follows: (i) first, to reimburse Lender for any additional compensation due pursuant to Section 3.7 [Additional Compensation in Certain Circumstances] hereof and for out-of-pocket costs, expenses and disbursements, including without limitation, reasonable attorneys and paralegals' fees and legal expenses incurred by Lender in connection with realizing on any Collateral or collection of any obligations of the Loan Parties under any of the Loan Documents, including advances made subsequent to an Event of Default by Lender for the reasonable maintenance, preservation, protection or enforcement of, or realization upon, any Collateral, advances for Impositions, insurance, repairs and the like and reasonable expenses incurred to sell or otherwise realize on, or prepare for sale or other realization on, any of the Collateral; (ii) second, to the repayment of all Obligations in the order determined by Lender in its discretion as to principal, interest fees or other amounts; and (iii) the balance, if any, as required by Law;

(e) Lender shall have all of the rights and remedies contained in this Agreement and the other Loan Documents (including the right to appoint a receiver and all other rights described in the Mortgage). In addition, Lender shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable Law, all of which rights and remedies shall be cumulative and non-exclusive, to the extent permitted by Law. Lender may exercise all post-default rights granted to Lender under the Loan Documents or applicable Law; and

(f) Lender shall have the further right to enter the Land and Improvements and take any and all actions necessary, in its judgment, to secure, winterize, protect and preserve the Improvements and any materials or supplies located on the Land. In any event, all sums actually expended by Lender in exercising its rights hereunder or under the other Loan Documents will be secured by the Mortgage and all other Collateral Documents and shall bear interest at the Default Rate.

Section 10.3 Notice of Sale. Any notice required to be given by Lender of a sale, lease, or other disposition of any Collateral or any other intended action by Lender, if given five (5) Business Days prior to such proposed action, shall constitute commercially reasonable and fair notice thereof to Borrower.

XI. MISCELLANEOUS

Section 11.1 Reserved.

Section 11.2 No Implied Waivers; Cumulative Remedies; Writing Required. No course of dealing and no delay or failure of Lender in exercising any right, power, remedy or privilege under this Agreement or any other the Loan Document shall affect any other or future exercise thereof or operate as a waiver thereof, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power, remedy or privilege preclude any further exercise thereof or of any other right,

power, remedy or privilege. The rights and remedies of Lender under this Agreement and any other Loan Documents are cumulative and not exclusive of any rights or remedies which they would otherwise have. Any waiver, permit consent or approval of any kind or character on the part of Lender of any breach or default under this Agreement or any such waiver of any provision or condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.

Section 11.3 Reimbursement and Indemnification of Lender by Borrower; Impositions. Borrower unconditionally agrees to pay or reimburse Lender and hold Lender harmless from and against (a) liability for the payment of all reasonable out-of-pocket costs, expenses and disbursements, including, but not limited to, fees and expenses of Lender's Consultants (as hereinafter defined), incurred by Lender (i) in connection with the development, negotiation, preparation, administration, printing, execution, syndication, interpretation and performance of this Agreement and the other Loan Documents, (ii) relating to any amendments, waivers or consents requested by Borrower pursuant to the provisions hereof, (iii) in connection with the enforcement of this Agreement or any other Loan Document or collection of amounts due hereunder or thereunder or the proof and allowability of any claim arising under this Agreement or any other Loan Document, whether in bankruptcy or receivership proceedings or otherwise, it being expressly understood that in the event of a judgment on the Loan, Borrower shall pay all costs and expenses incurred by Lender in satisfying such judgment, including, without limitation, reasonable fees and expenses of Lender's counsel and such agreement by Borrower to pay all post-judgment costs and expenses is absolute and unconditional and (A) shall survive and not merge into the entry of such judgment and (B) shall not be limited regardless of whether (or to the extent) Lender exercises any available rights or remedies against the Collateral, (iv) in any workout or restructuring or in connection with the protection, presentation, exercise or enforcement of any of the terms hereof or of any rights hereunder or under any other Loan Document or in connection with any foreclosure, collection or bankruptcy proceedings, and (v) in connection with any claim threatened or asserted against Lender in any way relating to or arising out of this Agreement or any other Loan Documents (including, without limitation, the protection, preservation, exercise or enforcement of any of the terms hereof or of any rights hereunder or under any other Loan Document or in connection with any foreclosure, collection or bankruptcy proceedings or in any workout or restructuring), and (b) all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against Lender in any way relating to or arising out of this Agreement or any other Loan Documents or any action taken or omitted by Lender hereunder or thereunder. For the purposes of the foregoing, the term "**Lender's Consultants**" shall mean the Inspecting Architect, appraisers and Lender's legal counsel (including staff counsel), insurance consultants, environmental consultants, accountants, financial consultants and other third-party consultants retained pursuant to the Loan Documents in connection with the foregoing. In addition, Borrower agrees to reimburse and pay all reasonable out-of-pocket expenses of Lender's regular employees and agents periodically to perform audits of the Loan Parties' books, records and business properties.

Section 11.4 Holidays. Whenever payment of a Loan to be made or taken hereunder shall be due on a day which is not a Business Day such payment shall be due on the next Business Day and such extension of time may be included in computing interest and fees, except that the Loan shall be due on the Business Day preceding the Expiration Date if the Expiration Date is not a Business Day. Whenever any payment or action to be made or taken hereunder (other than payment of the Loan) shall be stated to be due on a day which is not a Business Day, such payment or action shall be made or taken on the next following Business Day, and such extension of time may not be included in computing interest or fees, if any, in connection with such payment or action.

Section 11.5 Reserved.

Section 11.6 Notices. Any notice, request, demand, direction or other communication (for purposes of

this Section 11.6 only, a “**Notice**”) to be given to or made upon any party hereto under any provision of this Agreement shall be given or made in writing (which includes means of electronic transmission (i.e., “e-mail”) or facsimile transmission has previously been delivered to the applicable parties hereto by another means set forth in this Section 11.6) in accordance with this Section 11.6. Any such Notice must be delivered to the applicable parties hereto at the addresses and numbers set forth under their respective names on Schedule 1.1(B) attached to the Deed of Trust or in accordance with any subsequent unrevoked Notice from any such party that is given in accordance with this Section 11.6. Any Notice shall be effective: (a) in the case of hand-delivery, when delivered; (b) if given by mail, four (4) days after such Notice is deposited with the United States Postal Service, with first-class postage prepaid, return receipt requested; (c) in the case of facsimile transmission, when sent to the applicable party's facsimile machine's telephone number, if the party sending such Notice receives confirmation of the delivery thereof from its own facsimile machine; (d) in the case of electronic transmission, when actually received; and (e) if given by any other means (including by overnight courier), when actually received.

Section 11.7 Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 11.8 Governing Law. This Agreement shall be deemed to be a contract under the Laws of the State of Maryland and for all purposes shall be governed by and construed and enforced in accordance with the internal Laws of the State of Maryland without regard to its conflict of laws principles.

Section 11.9 Prior Understanding. This Agreement and the other Loan Documents, supersede all prior understandings and agreements, whether written or oral, between the parties hereto and thereto relating to the transactions provided for herein and therein, including any prior confidentiality agreements and commitments. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Section 11.10 Duration; Survival. All representations and warranties of the Loan Parties contained herein or made in connection herewith shall survive the making of the Loan and shall not be waived by the execution and delivery of this Agreement, any investigation by Lender, the making of the Loan, or payment in full of the Obligations in each case. All covenants and agreements of the Loan Parties contained in Article 4 [Affirmative Covenants], Article 5 [Negative Covenants] and Article 7 [Reporting Requirements] hereof shall continue in full force and effect from and after the date hereof payment in full of the Loan. All covenants and agreements of Borrower contained herein relating to the payment of principal, interest, premiums, additional compensation or expenses and indemnification, including those set forth in the Note and Section 3.7 [Additional Compensation in Certain Circumstances] and Section 11.3 [Reimbursement and Indemnification of Lender by Borrower; Impositions] hereof, shall survive payment in full of the Obligations.

Section 11.11 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Lender and the Loan Parties and their respective successors and assigns, except that none of the Loan Parties may assign or transfer any of its rights and obligations hereunder or any interest herein. Lender may, at its own cost, make assignments of or sell participations in all or any part of the Loan. Upon surrender of any Note subject to such assignment, Borrower shall execute and deliver a replacement note or notes.

Notwithstanding any other provision in this Agreement, Lender may at any time pledge or grant a security

interest in all or any portion of its rights under this Agreement, the Note and the other Loan Documents to any Federal Reserve Bank in accordance with Regulation A of the FRB or U.S. Treasury Regulation 31 CFR Section 203.14 without notice to or consent of Borrower or Lender. No such pledge or grant of a security interest shall release Lender of its obligations hereunder or under any other Loan Document.

The Loan Parties agree to make modifications to the Loan Documents required by a prospective assignee so long as such modification (1) is necessary to effectuate a partial assignment of the Loan, (2) does not relate to the Expiration Date, the aggregate amount of the Loan or any fee, rate of interest or other amount payable by such Loan Party, and (3) does not affect the Loan Parties' rights or obligations under the Loan Documents in a material adverse manner. Permitted modifications will include those relating to the relationship between Lender and any prospective assignee.

Section 11.12 Confidentiality. Lender agrees to keep confidential all information obtained from any Loan Party which Lender knows is nonpublic and confidential or proprietary in nature (including any information Borrower specifically designates as confidential), except as provided below, and to use such information only in connection with their respective capacities under this Agreement and for the purposes contemplated hereby. Lender shall be permitted to disclose such information (i) to outside legal counsel, accountants and other professional advisors who need to know such information in connection with the administration and enforcement of this Agreement, subject to agreement of such Persons to maintain the confidentiality, (ii) to assignees and participants as contemplated by Section 11.11 [Successors and Assigns] hereof, (iii) to the extent requested by any bank regulatory authority or, with notice to Borrower, as otherwise required by applicable Law or by any subpoena or similar legal process, or in connection with any investigation or proceeding arising out of the transactions contemplated by this Agreement, (iv) if it becomes publicly available other than as a result of a breach of this Agreement or becomes available from a source not known to be subject to confidentiality restrictions, or (v) if Borrower shall have consented to such disclosure. Lender shall satisfy its obligations to maintain confidentiality pursuant to this Section 11.12 if Lender utilizes the same control (but no less than reasonable) as it would employ to avoid disclosure of its own confidential information of similar importance. This obligation in this Section 11.12 shall have no force or effect following one (1) year after indefeasible payment of the Loan.

Each Loan Party acknowledges that from time to time financial advisory, investment banking and other services may be offered or provided to Borrower or one or more of its Affiliates (in connection with this Agreement or otherwise) by Lender or by one or more subsidiaries or Affiliates of Lender and each of the Loan Parties hereby authorizes Lender to share any information delivered to Lender by such Loan Party pursuant to this Agreement, or in connection with the decision of Lender to enter into this Agreement, to any such subsidiary or Affiliate of Lender, it being understood that any such subsidiary or Affiliate of Lender receiving such information shall be bound by the provisions of this Section 11.12 as if it were a Lender hereunder. Such authorization shall survive the repayment of the Loan.

Section 11.13 Counterparts. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument.

Section 11.14 Lender's Consent. Except as otherwise expressly provided in this Agreement or any of the other Loan Documents, whenever Lender's consent is required to be obtained under this Agreement or any of the other Loan Documents as a condition to any action, inaction, condition or event, Lender shall be authorized to give or withhold such consent in its sole and absolute discretion and to condition its consent upon the giving of additional collateral, the payment of money or any other matter.

Section 11.15 Exceptions. The representations and warranties and covenants contained herein shall be independent of each other, and no exception to any representation, warranty or covenant shall be deemed

to be an exception to any other representation, warranty or covenant contained herein unless expressly provided, nor shall any such exceptions be deemed to permit any action or omission that would be in contravention of applicable Law.

Section 11.16 Consent to Forum. BORROWER HEREBY IRREVOCABLY CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF THE CIRCUIT COURT OF PRINCE GEORGE'S COUNTY, STATE OF MARYLAND AND THE UNITED STATES DISTRICT COURT FOR THE U.S. DISTRICT COURT FOR THE DISTRICT OF MARYLAND (GREENBELT DIVISION) AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND AGREES THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO BORROWER AT THE ADDRESSES PROVIDED FOR IN SECTION 11.6 HEREOF AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. BORROWER WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE.

Section 11.17 No Third Parties Benefited. This Agreement is made and entered into for the sole protection and benefit of the Loan Parties and Lender. No trust fund is created by this Agreement and no other Persons or entities will have any right of action under this Agreement or any right against Lender to obtain any proceeds of the Loan.

Section 11.18 Authority to File Notices. Borrower irrevocably appoints Lender as its attorney-in-fact, with full power of substitution, to file for record, at Borrower's cost and expense and in Borrower's name, any notices that Lender considers reasonably necessary or desirable to protect the Collateral.

Section 11.19 Reserved.

Section 11.20 Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the articles, sections, schedules and exhibits of this Agreement are for convenience only and do not define or limit any terms or provisions. In the event of a conflict between the terms of the other Loan Documents and the terms of this Agreement, the terms of this Agreement shall control.

Section 11.21 Status of Parties. It is understood and agreed that the relationship of the parties hereto is that of borrower and lender and that nothing contained herein or in any of the other Loan Documents shall be construed to constitute a partnership, joint venture or co-tenancy among the Loan Parties or Lender.

Section 11.22 Brokerage Fee. The Loan Parties represent to Lender that no broker or other Person is entitled to a brokerage fee or commission as a result of the Loan Parties' actions or undertakings in connection with the financing of the Improvements and agrees to hold Lender harmless from all claims for brokerage commissions which may be made as a result of such actions or undertakings, if any.

Section 11.23 Waiver of Jury Trial.

BORROWER AND LENDER EACH WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS RELATED TO ANY OF THE LOAN DOCUMENTS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE PARTIES HERETO AND THE PARTIES ACKNOWLEDGE THAT NEITHER LENDER NOR ANY PERSON ACTING ON BEHALF OF IT HAS OR HAVE MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY

JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. BORROWER FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THE PARTIES AGREE THAT THE OBLIGATIONS EVIDENCED BYs THIS AGREEMENT ARE EXEMPTED TRANSACTIONS UNDER THE TRUTH-IN-LENDING ACT, 15 U.S.C. SECTION 1601, ET SEQ. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MEANING OF THIS WAIVER PROVISION.

Section 11.24 Time of Essence. Time is of the essence with respect to each obligation of the Loan Parties and Lender hereunder.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO TERM LOAN AGREEMENT]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Term Loan Agreement under seal as of the day and year first above written with the intent to be legally bound hereby.

BORROWER:

HK OHIO DRIVE MARKETPLACE, LLC,
a Delaware limited liability company

By: _____ (seal)
Name: Phil Knox
Title: Managing Member

[SIGNATURE PAGE TO TERM LOAN AGREEMENT]

LENDER:

LONGFELLOW BANK, N.A.

By: _____

Name:

Title:

JOINDER OF GUARANTORS

The undersigned (collectively, “**Guarantors**”) hereby join in this Term Loan Agreement, each solely for the purpose of making the representations and warranties with respect to it contained in Article 8 of this Loan Agreement and for the purpose of covenanting and agreeing to be bound by the covenants and agreements with respect to it contained in Article 4, Article 5 and elsewhere in this Loan Agreement.

GUARANTORS:

By: _____
Name: Philander Knox

By: _____
Name: Phillipina Knox

Schedule 4.22
ITEMS TO BE DELIVERED

1. Title and Collateral Matters:

(a) a current ALTA survey of the Land, certified by a registered surveyor approved by Lender, such certification to be addressed to Lender and the title company issuing the Title Insurance Policy and (i) to show the location and area covered by all building lines affecting the Land, the location and area of all easements encumbering and/or benefiting the Land, the relation of the Land to public thoroughfares for access purposes, the location of all physical conditions on the Land, the location of the Improvements and any encroachments of the Improvements or other physical conditions upon any easements, building lines or property boundary lines, and (ii) to state whether the Land or any portion thereof is located in any federally designated flood prone area, and if so, to locate on the survey such portion of the Land so designated, and (iii) to show the dimension and location of all improvements, parking areas, drives, easements and rights-of-way and the location of adjoining streets and distances to the nearest intersecting street);

(b) an Appraisal of the Project which shall establish that the amount of the Loan does not exceed seventy-five percent (75.00%) of the Appraised Value As-Stabilized;

(c) a legal description of the Land and all easements, compatible with the above-mentioned survey and sufficient for the purpose of the Mortgage;

(d) evidence in such form as Lender may require of (i) satisfactory subdivision of the Land and zoning for the Improvements; (ii) the availability of all utility and municipal services required for the operation of the Improvements; (iii) the availability of means of access to and from the Land by means of easements benefiting the same; and (iv) evidence that the Land is separately assessed for tax purposes;

(e) Lender shall have reviewed and approved engineering and soils reports, environmental assessment report, including without limitation, the Environmental Reports and reliance letters;

(f) evidence in such form as Lender may require that Borrower has obtained, the insurance coverage set forth in Section 4.7 [Maintenance of Insurance] hereof and all of such insurance is in full force and effect,

(g) a title insurance binder, together with a specimen policy issued by a title insurance company acceptable to Lender, pursuant to which said title insurance company will, on the Closing Date, issue the Title Insurance Policy insuring the Mortgage in the principal sum secured thereby, and such portion thereof as shall be advanced from time to time, as a first lien upon fee simple title to the Land and Improvements, and all appurtenances thereto (including such easements and appurtenances as may be required by Lender), subject only to such exceptions as may be approved in writing by Lender, with endorsements thereto as to such matters as Lender may designate, and together with such reinsurance and direct access agreements as Lender, in its discretion, shall require (such policy to be endorsed, in a manner to be approved by Lender upon each disbursement of Loan proceeds).

2. Opinion Letter and Corporate Documents:

(a) an opinion or opinions of counsel acceptable to Lender and its counsel (including local counsel), to be delivered on the Closing Date in form and scope satisfactory to Lender, to the effect (in addition to other matters which Lender may require to be favorably addressed) that (i) the Loan Parties are duly organized, validly existing and in good standing under the Laws of the jurisdiction of their respective

formation; (ii) Borrower is duly qualified to do business in the jurisdiction in which the Land is located, and each Loan Party has all requisite power and authority to operate the Land and Improvements and to enter into, perform and consummate all aspects of the transactions contemplated hereby; (iii) all Loan Documents and other documents to be executed by or on behalf of any Loan Party have been duly executed and are valid and binding upon and enforceable against the parties thereto (other than Lender) in accordance with the respective terms of each, except as the same may be limited by bankruptcy, insolvency and similar Laws affecting the rights of creditors generally; (iv) there is no action, proceeding or investigation pending, or to the knowledge of counsel, threatened (or any basis therefor known to counsel) which questions the validity of the Loan or the transactions contemplated hereby or the ability of any Loan Party from performing their respective Obligations under the Loan Documents; (v) the performance of and compliance with the provisions hereof and the other documents referred to herein will not result in or be in conflict with or constitute a default under any agreement, instrument, document, decree, order or any Law applicable to or affecting any Loan Party; (vi) no consent, approval, order or authorization of, or registration or filing with, any governmental or public body or authority is required in connection with the acceptance hereof, the Loan or the matters contemplated hereby; (vii) the Loan shall not violate the usury or other Laws of the State of Maryland or of any other jurisdiction relating to the maximum rate of interest; and (viii) Lender has a security interest in the personal property portion of the Mortgage Property defined in the Mortgage and in the other personal property described in this Agreement as security for the Loan;

(b) except with respect to those Loan Parties who are natural persons, a copy of the articles of incorporation, articles of organization, or partnership certificate of each of the Loan Parties, certified as of a recent date by the Secretary of State of the jurisdiction of such Loan Party's formation, and the other Organizational Documents, including resolutions, of the Loan Parties, certified as of the Closing Date by an officer of each of the Loan Parties in a manner reasonably designated by Lender, and in addition, a good standing certificate, certified as of a recent date by the Secretary of State of the jurisdiction in which such Loan Party was formed; and

(c) except with respect to those Loan Parties who are natural persons, a certificate, to be dated as of the Closing Date, of an officer of each Loan Party, as to the incumbency of officers, partners, members and managers, as the case may be, and the due authorization, including resolutions of the officers, partners, members or managers, as the case may be, of each Loan Party to execute and deliver to Lender the Loan Documents to which they are a party.