

Exhibit G to Contract of Sale

DEED OF LEASE

BETWEEN

THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

LANDLORD

and

INOVA HEALTH CARE SERVICES

TENANT

DEED OF LEASE
SUMMARY

LANDLORD:

Name: THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VA
Address: 12000 GOVERNMENT CENTER PARKWAY, SUITE 552
FAIRFAX, VA 22035

TENANT:

Name: INOVA HEALTH CARE SERVICES
Address: 8110 Gatehouse Road, Suite 200, Falls Church, VA 22042

PREMISES: Approximately 39,600 rentable square feet located on the fourth (4) floor within the Building, subject to adjustment as set forth in Article I of the Lease. (the "Premises")

BUILDING: A four (4) story building plus cellar to be built, located at [specific address TBD prior to execution of Lease] which shall, upon completion, contain approximately 200,000 square feet including cellar (the "Building").

COMMENCEMENT DATE:

The earliest to occur of (i) one hundred eighty (180) days after the Turnover Date (as defined in Exhibit B); or (ii) the date of issuance of a Non-Residential Use Permit for the Premises.

EXPIRATION DATE: The last day of the tenth (10th) Lease Year.

MINIMUM ANNUAL RENT:

Payable in equal monthly installments

Minimum Annual Rent: \$ [TBD prior to execution of Lease per Exhibit C.]

Monthly Installments: \$ [TBD prior to execution of Lease per Exhibit C.]

TENANTS' PROPORTIONATE SHARE \$ [TBD prior to execution of Lease per Section 1.01]

RENEWAL OPTION: None

EXHIBITS: The following exhibits are attached to this Lease and made a part hereof:

Exhibit A: The Premises

Exhibit A-1: The Building

Exhibit A-2: Modified BOMA

Exhibit A-3: Form of Architect's Certificate

Exhibit B: Work Agreement

Exhibit C: Schedule of Minimum Annual Rent

DEED OF LEASE

THIS DEED OF LEASE is made as of this ____ day of ____, 20__, by and between **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA** ("Landlord"), and **INOVA HEALTH CARE SERVICES** ("Tenant").

WITNESSETH:

That for and in consideration of rents, mutual covenants and agreements hereinafter set forth, the parties hereto do mutually agree as follows:

ARTICLE I THE PREMISES

1.01 Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the Term and under the covenants and conditions hereinafter set forth, the Premises as shown on **Exhibit A** within the Building as shown on the conceptual plans prepared by Noritake Associates for which a list of plan sheets and dates is attached hereto as **Exhibit A-1**, together with the right to use all areas and facilities provided by Landlord including any driveways, sidewalks and parking, loading, landscaped areas and other areas that would be considered common areas in a multi-tenanted building ("Common Areas"). The Building, the lot on which it is located, the Common Areas and all other improvements and appurtenances thereto, are collectively referred to herein as the "Property". Within thirty (30) days after the substantial completion of the Building Plans and Specifications for the Base Building Work (as defined in **Exhibit B**), Landlord and Tenant shall cause the design architect to calculate the rentable area of the Premises, based on the Building Plans and Specifications in accordance with the modified BOMA methods of measurement as described on **Exhibit A-2** and to provide a certificate to Landlord and Tenant (the "Architect's Certificate") setting forth the precise measurements of the Premises in a form as shown on **Exhibit A-3**. Within thirty (30) days after the substantial completion of the Premises, Landlord and Tenant shall cause the design architect to remeasure the Premises in accordance with the modified BOMA methods of measurement as described on **Exhibit A-2** and to provide a second certificate to Landlord and Tenant (the "Second Certificate") setting forth the precise as-built measurements of the Premises. The rentable area of the Premises shall be the Net Rentable Area as described in column F of the form attached hereto as **Exhibit A-3** and as set forth in the Second Certificate. The rentable area determined in accordance with this Section 1.01 shall be used as the basis for the computation of Minimum Annual Rent as set forth in Article IV. If the design architect has not delivered the Second Certificate by the Commencement Date, the rentable area set forth on the Architect's Certificate shall be used as the basis for the computation of Minimum Annual Rent until the Second Certificate has been delivered; upon delivery of the Second Certificate, the next monthly installment of Minimum Annual Rent (and only the next monthly installment) shall be adjusted so as to account for any prior overpayment or underpayment of Minimum Annual Rent.

ARTICLE II CONSTRUCTION OF THE BUILDING AND PREMISES

2.01 Landlord's Work. Landlord shall at its sole cost and expense design and construct "Landlord's Work" as defined in, and in accordance with, the Work Agreement attached as **Exhibit B**. The parties acknowledge that Landlord intends to seek a "Silver" level of certification under

either the "Core and Shell" or the "New Construction" rating system of the Leadership in Energy and Environmental Design (LEED) Green Building Rating System for the Building, and Tenant hereby agrees to cooperate with Landlord's efforts to obtain and maintain such certification, provided that the cost and expense to Tenant for such cooperation shall not exceed a total of \$40,000.00.

2.02 Tenant's Work. Tenant shall be responsible for constructing and completing "Tenant's Work" as defined in, and in accordance with, the Work Agreement attached as **Exhibit B**.

2.03 Alterations, Additions and Improvements.

(a) Subsequent to the completion of Tenant's Work, Tenant shall not make any alterations, additions or improvements ("Alterations") to the Premises or any part thereof which will or may materially affect the mechanical, electrical, plumbing, HVAC or other systems or the structural elements of the Building, without the prior written consent of Landlord, which may be withheld by Landlord in its sole discretion. Tenant shall not make or allow any other kind of Alterations without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that if Landlord fails to respond to Tenant's request for consent to an Alteration, which request shall include plans and the identity of the contractors to perform the work, within fifteen (15) business days after Landlord's receipt of Tenant's written request therefor, the request shall be deemed approved. Notwithstanding the foregoing, Tenant shall not be required to obtain the prior written consent of Landlord for an Alteration that (i) does not have a material effect on the structure or systems of the Building, (ii) is not visible from the exterior of the Building or from any of the Common Areas; or (iii) does not involve material construction to or alteration of any common area walls (a "Minor Alteration"); provided, however, that Tenant shall provide Landlord with, for informational purposes, copies of all plans and specifications relating to such Minor Alteration which require a building permit prior to commencement of construction. All Alterations must be performed in a good and workmanlike manner, must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations. Prior to undertaking any Alteration in the Premises, Tenant shall furnish to Landlord duplicate policies or certificates evidencing compliance by Tenant's contractors and subcontractors with the insurance requirements of Section 4(E)(3) of **Exhibit B** hereto. Immediately after completion of any Alteration requiring a building permit, Tenant shall provide Landlord with as-built plans of the Premises depicting such Alterations.

(b) Unless (i) at the time of the Tenant's request for approval or (ii) at the time of Tenant's submission of plans and specifications of any Minor Alterations, as applicable, the Landlord expressly advises Tenant that it must remove such alterations, additions or improvements at the expiration of the Lease term, the Tenant shall have no removal obligation; if Landlord so expressly advises Tenant with respect to an Alteration, Tenant shall also be obligated to repair any damage to the Premises caused by Tenant's removal of such Alteration.

(c) If Landlord gives its consent as specified in Section 2.03(a) above, Landlord may impose as a condition to such consent such requirements as Landlord may deem necessary or desirable, in its sole discretion with respect to Alterations other than Minor Alterations in which events in its reasonable discretion, including, without limitation, reasonable approval rights of the plans and specifications for any work. If Tenant performs any Alterations, Landlord shall have the

right to impose reasonable requirements as to the manner in which and the times at which the work may be performed, provided such requirements are required of all Building occupants, and Tenant must transport all construction materials to the Premises via the Building's loading dock and loading elevator; regarding the loading elevator, (i) Tenant must pad and protect the loading elevator at its sole expense, and (ii) Tenant may only use the loading elevator after providing reasonable prior notice (of no less than twenty-four (24) hours) to the Building Director of Operations (and in no event during the hours of 8:00 AM to 9:00 AM or 4:00 PM to 5:00 PM).

(d) Tenant shall be responsible for repairs or maintenance necessitated by the negligence of Tenant, its agents, employees, invitees, or contractors, and all damage to the premises caused by the Tenant, its agents, employees, invitees or contractors shall be repaired promptly by, or at the expense of the Tenant, at the option of the Landlord.

ARTICLE III THE TERM OF THE LEASE

3.01 Commencement Date. Although this Lease shall be legally binding upon the parties when fully executed by all parties, the Term of this Lease and Tenant's obligation to pay rent and all other charges in accordance with the terms and conditions of this Lease, shall commence upon the date specified in the Lease Summary. The term "Lease Year" shall mean the one (1) calendar year period of time following the Commencement Date and each subsequent Lease Year shall begin on the anniversary date of the Commencement Date and continue each calendar year thereafter for the Term of the Lease.

ARTICLE IV PAYMENT OF RENT

4.01 Minimum Annual Rent. Tenant shall pay to Landlord Minimum Annual Rent to be calculated according to the Rent Calculation Narrative and Methodology attached as **Exhibit C** hereto, without any deduction, diminution, demand or offset whatsoever. Minimum Annual Rent shall be due and payable monthly in advance on the first day of each month during the Term of this Lease, with the first payment of Minimum Annual Rent due and payable on the Commencement Date. If the first and/or last months of this Lease are partial calendar months, then the first and/or last payments of Minimum Annual Rent shall be adjusted to take into account the portion of those calendar months that this Lease is in effect. All amounts due to Landlord by Tenant under this Lease shall be paid to Landlord by Tenant when due at the address set forth in the Lease Summary, or at such other address as Landlord or its authorized agent may, from time to time, designate in writing. In the event that Tenant fails to pay any installment of the Minimum Annual Rent or of any other amount that may be provided for under the terms of this Lease on or before ten (10) calendar days after the date due, then Tenant shall pay to Landlord, in addition to any amount that is due and owing, a late charge equal to four (4) percent of the overdue amount.

4.02 Common Area Maintenance Charges. In addition to the Minimum Annual Rent, Tenant shall pay to Landlord with respect to each Lease Year during the term of the Lease, its Proportionate Share of the operating expenses for the Building ("CAM"). For purposes of this Lease, Tenant's "Proportionate Share" shall be a fraction, the numerator of which shall be the Net Rentable Area of the Premises as determined in Section 1.01 and denominator of which shall be the Net Rentable Area of the Building, calculated in the same manner as the calculation of the Premises

as determined in Section 1.01. Notwithstanding the foregoing sentence, the Tenant's Proportionate Share with respect to CAM expenses related to the garage shall be a fraction, the numerator of which shall be 160 and the denominator of which shall be the total number of parking spaces constructed within the garage on the Property. "CAM" expenses shall include the total of all actual reasonable operating expenses incurred by the Landlord, calculated in accordance with generally accepted accounting principles, in connection with managing, operating, maintaining, servicing, insuring and repairing the Building, parking facilities, driveways, grounds, and all other related exterior appurtenances, including without limitation, the amortization over the useful life of Permitted Capital Expenditures (as hereinafter defined), with an interest factor not higher than Landlord's cost of capital. "Permitted Capital Expenditures" to be considered an element of CAM shall include (a) only the costs of capital improvements made after the Turnover Date that are reasonably intended to reduce operating expenses (which shall not include replacing such improvement at the end of its useful life, unless the primary purpose of such replacement is to reduce operating expenses) and, in any such event, the cost of such improvement or replacement shall only be included in CAM to the extent of actual annual costs savings arising from such improvement or replacement; or (b) such capital improvements (i) as may be required by public authorities to bring the Building into compliance with applicable laws or regulations that are not yet adopted and become effective after the Commencement Date; and (ii) the cost of which are commonly passed through to Tenants in commercial leases in the Washington D.C. M.S.A.

4.03 Exclusions to Common Area Maintenance Charges. Subject to the items expressly included in CAM in Section 4.02 above, the "CAM" expenses shall not include (i) any part of Landlord's initial construction obligations; (ii) financing costs and interest; (iii) any costs which are incurred in preparing space for rent in the Building or obtaining tenants; (iv) Landlord's payroll expenses, benefit costs, overhead, or salaries except for those related to on-site maintenance or janitorial personnel and to one (1) security officer and one (1) building information staff member stationed at the Building's entrance, provided that Tenant's Proportionate Share of such expense shall be pro rated according to Tenant's typical hours of operation in the Building; (v) Landlord's overhead, management fees or administrative expenses; (vi) costs of a capital nature, including, but not limited to, capital improvements, capital repairs, and capital expenditures; (vii) maintenance, repairs and replacements of the exterior utility lines, conduits and pipes; or (viii) expense items which are not reasonable, actual, out-of-pocket expenses. In no event shall Landlord's aggregate cost per annum on account of "CAM" expenses (with the exception of real estate taxes, if any, and insurance costs) increase by more than five (5) percent per annum in one year.

4.04 Taxes. *Intentionally deleted.*

4.05 Insurance. Tenant shall be responsible to pay to Landlord Tenant's Proportionate Share of the cost of insuring the Building, as determined in accordance with this Section 4.05. To the extent Landlord self insures for any coverage(s) as provided herein and imputes an insurance rate for purposes of determining Tenant's Proportionate Share thereof, any such imputed rate shall not exceed commercially reasonable rate(s) for such coverage(s). Landlord represents that, as of the date of this Lease, it (i) carries fire, flood and special extended coverage ("all risk") insurance upon the Building and improvements owned by Landlord in the Building, including any Common Areas therein or thereon, at full replacement value, in the form of a policy applicable to all County buildings, (ii) self-insures, with respect to comprehensive general liability insurance, for the first One Million Dollars (\$1,000,000) of liability, and (iii) carries an excess comprehensive general

liability insurance policy with a combined single limit of not less than Ten Million Dollars (\$10,000,000) on a "per occurrence" basis and a general aggregate limit of not less than Ten Million Dollars (\$10,000,000) (which aggregate limit shall apply separately to each of Landlord's locations if more than the Building). Landlord shall maintain and enforce such insurance throughout the term of the Lease; provided, however, that at the reasonable election of its risk management staff and upon written notice to Tenant, in lieu of maintaining and enforcing such insurance, Landlord may elect to self-insure with respect to any or all of the following risks, in such amounts as Landlord's risk management staff reasonably deems appropriate: workers' compensation, commercial automobile liability, commercial general liability, public officials' liability, law enforcement, and Landlord's personal property. To the extent Landlord fulfills its insurance obligations hereunder through policies issued by commercial insurers, Landlord shall (i) maintain such policies with insurance companies licensed to do business in the Commonwealth of Virginia and which are rated by AM Best at the same or higher level as provided in Article X below, (ii) furnish to Tenant certificates of such policies, and (iii) obtain policies that provide for a written 30 day cancellation notice to the affected parties. Landlord, however, shall not carry insurance on Tenant's furniture, fixtures, equipment, inventory, and other similar items.

4.06 Landlord's Right to Estimate CAM Expenses. At least sixty (60) days prior to the beginning of a new Lease Year Landlord shall submit a budget to Tenant including all projected, reasonable "CAM" and insurance expenses projected for the next Lease Year, together with a projection of Tenant's Proportionate Share thereof. Tenant shall pay Landlord on the first day of each month during the Term in advance, such amounts as Landlord reasonably estimates shall be equal to 1/12th of the annual Tenant's Proportionate Share of the anticipated "CAM" expenses and Real Property Taxes, if any, for the following year at the time and place provided for the payment of rent. Within ninety (90) days of the close of each Lease Year, Landlord shall supply Tenant with a statement of the actual total costs and expenditures for CAM expenses and Real Property Taxes, if any, as enumerated above and a determination of Tenant's Proportionate Share. In the event that the amount paid by Tenant in advance shall be less than its actual Proportionate Share, the difference due by Tenant shall be paid within thirty (30) days after notice of such determination. Any payment made by the Tenant in excess of its Proportionate Share shall be credited to the next sums due from Tenant or reimbursed to Tenant if such excess is made in the last Lease Year of the Term. Said statement shall also contain a determination by Landlord of the monthly sum to be paid by Tenant during the succeeding Lease Year, modified by and known increases in the cost of said services. Tenant may, upon reasonable notice examine Landlord's records at Landlord's office during ordinary business hours not more than once a year to verify the statements for the immediately preceding year.

ARTICLE V UTILITIES

Tenant shall pay promptly, as and when the same becomes due and payable, all water and sewer rents, rates and charges, and all charges for electricity, gas, heat, steam, hot and/or chilled water, air conditioning, ventilating, lighting systems, and other utilities supplied to the Premises. The parties expect that most, if not all, utility services to the Premises will be sub-metered by Landlord and that the cost of utility services to the Premises will be determined through such sub-metering. In the event of any utilities that are directly metered to the Premises, Tenant shall pay for such meters charges and utility charges for such services directly to the provider of the services. In such event, Landlord shall not be responsible for deposits or monies held in escrow for these services, nor will Landlord be responsible for an interruption in these services, unless negligently

caused by Landlord. If any utilities are used in common with other occupants of the Building, Tenant will pay to Landlord a proportionate share of such charges for utilities used in common based on the square footage of floor space leased to each user of such common facilities (unless that method of apportionment is materially inequitable). Landlord will bill Tenant on a monthly basis as and when Landlord receives bills for the utility expenses by sending a statement or statements to Tenant. Tenant shall pay to Landlord the amounts reflected on such statements as due and owing to Landlord by Tenant with the next installment of rent falling due after receipt of the statement. If Landlord or Tenant desires to sub-meter or separately meter the Premises, Landlord shall pay the cost of the same. In the event there are any common utility facilities, Landlord shall be permitted to seek reimbursement for 100% of the actual utility costs and no greater than that amount.

ARTICLE VI COMMON AREAS

6.01 Uses and Management. Tenant shall have the use, in common with other tenants and their customers, of the Common Areas located on the Property, including the parking spaces, sidewalks, loading areas, etc.; provided, however, that Tenant's rights to use any parking spaces shall be limited to One Hundred Sixty (160) parking spaces (net of Tenant's Proportionate share of handicap accessible spaces as are required to be allocated to the garage) reserved for Tenant's exclusive use and access in common with all Building tenants to any handicapped and visitor spaces. Tenant shall not unreasonably interfere with or restrict the use of said areas by others. The Common Areas shall, at all times, be subject to the exclusive control and management of Landlord, who shall have the right to establish, modify and enforce reasonable rules and regulations with respect to same (provided they are uniformly applied to all occupants of the Building and are not in conflict with the terms of this Lease), to police those areas, to restrict parking by tenants, their officers, agents and employees to employee parking areas reasonably approved by Tenant, to enclose all or any portion of said facilities to such extent as may, in the opinion of Landlord's counsel, be sufficient or necessary to prevent a dedication thereof, or the accrual of any rights to any person or the public therein, to discourage non-patient/customer parking, to dedicate or convey property for public utility or drainage utility, to alter same, and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by the Building users and their customers, subject to the limitations provided below in Section 6.02.

6.02 Additions and Alterations. Landlord shall have the right, at any time, to make alterations, additions and improvements to any portion of the Building, including expanding the Building and redefining the Common Areas provided that, if such alteration would unreasonably impair access to the Premises or would reduce the parking available for the Premises, Landlord must first obtain Tenant's written consent, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall conduct any such work in a good and workmanlike manner and use commercially reasonable efforts to minimize the disruption of Tenant's business, and such work shall not result in an increase in Tenant's monetary obligations under this Lease. The Minimum Annual Rent shall not abate during any exercise of Landlord's rights under this Section 6.02 unless such exercise prevents Tenant's access to the Premises and/or renders all or any part of the Premises untenable, in which case Minimum Annual Rent shall abate as to the portion of the Premises to which access is prevented or which is rendered untenable.

**ARTICLE VII
LANDLORD' S MAINTENANCE RESPONSIBILITIES**

Landlord shall, subject to the limitations contained in Article IV pertaining to exclusions of CAM expenses and subject to the limitations of Article VIII pertaining to the maintenance obligations of Tenant, make all repairs, structural or otherwise, necessary to maintain the Building, Premises and all Common Areas in good order and condition, including, but not limited to (i) making repairs to the structural walls, roof, structural floors, parking areas, driveways, curbs, sidewalks, HVAC systems, landscaped areas, passageways and other common area; (ii) all repairs to the interior of the Premises which may be of a structural nature and which are not made necessary by the use of the Premises by Tenant; and (iii) all repairs to water, sewer, septic, storm water drainage, gas and exterior electric utilities (collectively, "Common Facilities") furnishing services to the Premises and the Building. In an emergency, if it is necessary to make promptly, any repairs required to be made by Landlord, Tenant may, but shall be under no obligation to, proceed to have such repairs made and to pay the cost thereof. Tenant will immediately notify Landlord of any such repairs performed by Tenant, and Landlord will reimburse Tenant the cost of the repairs within thirty (30) days after receipt of an invoice therefor from Tenant.

**ARTICLE VIII
TENANT' S MAINTENANCE RESPONSIBILITIES**

Tenant shall at all times keep and maintain the interior of the Premises, and the non-structural elements of all doors, entrances, door checks, walls, floors, partitions, door fixtures, in good clean order, condition and repair, and shall deliver same to Landlord at the termination of this Lease in good order and condition, normal wear and tear and damage by fire or other casualty excepted, broom clean and free from trash. Tenant shall be responsible for the cleaning the Premises, for depositing all trash generated by Tenant's operations into the Building's common trash collection system and for implementing a recycling program consistent with industry standards and applicable regulations for commercial office buildings in Fairfax County.

**ARTICLE IX
RIGHT OF ENTRY**

Landlord and Landlord's agents shall have the right during reasonable hours after a minimum of twenty-four (24) hours prior notice to Tenant (unless in an emergency) to enter the Premises and Tenant shall permit Landlord, its agents, employees and contractors to enter the Premises and all parts thereof at any reasonable time to inspect the Premises, to make such repairs, as may be necessary for the safety, or of the Building, or to enforce or carry out any portion or provision of this Lease, or to show the Premises for any rental purposes (but only in the last year of the Lease Term); provided, however, in all instances Landlord shall at all times use its best efforts not to disrupt the operation of Tenant's business.

**ARTICLE X
TENANT' S INSURANCE**

Tenant, at its own expense, shall keep in effect commercial general liability insurance with respect to the Premises, including contractual liability insurance, with such limits of liability for bodily injury (including death) and property damage as reasonably may be required by Landlord from time-to-time, but not less than a combined single limit of \$5,000,000 on a "claims

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made" basis and a general aggregate limit of not less than \$5,000,000; however, such limits shall not limit the liability of Tenant hereunder.

Tenant shall, at its own expense, keep in effect and pay the premiums for, fire, casualty and extended coverage to protect Tenant's personal property in, any alterations to, and performance of Tenant's Work in, the Premises and any other insurance as Landlord may reasonably deem appropriate or as may be required from time-to-time by any mortgagee

Tenant's policies of insurance required to be carried under the terms of this Lease shall name Landlord as an insured party with respect to the Premises, and shall provide that it is primary with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, shall provide that it shall not be cancelable or reduced without at least 30 days prior written notice to Landlord and shall be issued in form reasonably satisfactory to Landlord. To the extent Tenant fulfills its insurance obligations hereunder other than through the following paragraph, each of Tenant's insurer(s) shall be a responsible insurance carrier which is authorized to issue such insurance and licensed to do business in the Commonwealth of Virginia and which has at all times during the Term a rating of no less than A/X in the most current edition of Best's Insurance Reports.

Notwithstanding anything to the contrary contained herein, the Tenant will satisfy its insurance obligation if the required insurance is provided by the Tenant's captive self insurance company known as InovaCap which is domiciled in Vermont and licensed to provide insurance in Virginia. If Tenant does not self insure and does not provide for the above coverage on a "per occurrence" basis, then Tenant shall provide Landlord certificates of insurance evidencing the above coverage for a period of two years after the Term of the Lease, or otherwise satisfy Landlord, in its reasonable opinion, that coverage for such extended period exists.

ARTICLE XI TENANT' S EXCLUSIVE USE

11.01 Tenant's Business. Tenant shall use the Premises for (a) office use, including medical or general office use, (b) medical educational use, and/or (c) medical research use, provided that such medical research use shall have no material effect on the Building Common Areas, systems, or structural elements. Tenant shall not use or permit the Premises to be used for any other purpose, including, without limitation, any use involving overnight patient stays, without prior written consent of Landlord in Landlord' s sole discretion.

11.02 Tenant and Landlord Obligations. Tenant covenants that it has the right to enter into this Lease. Tenant shall do nothing on the Premises that tends unreasonably to injure or depreciate the Property, or that affects or endangers Landlord's insurance or that is illegal, unlawful or prohibited by any law, ordinance, rule or regulation of any applicable public authority, or which is a nuisance or disturbs the quiet enjoyment of other lessees. Landlord covenants that it has the right to make this Lease and Tenant shall have the right during the term of this Lease and subject to the terms of this Lease to occupy and enjoy the Premises without being hindered by Landlord, its successor and assigns or any lessee or other user located within the Building. Landlord shall do nothing on the Premises that tends unreasonably to injure or depreciate the Property, or that affects or endangers Tenant's insurance or that is illegal, unlawful or prohibited by any law, ordinance, rule or regulation of any applicable public authority, or

which is a nuisance or disturbs the quiet enjoyment of Tenant. Neither Tenant nor Landlord shall locate any hazardous or toxic materials on the Premises, the Building or the Property, except for nominal amounts used in the ordinary course of Tenant's or Landlord's respective businesses.

11.03 Operation of Business. Tenant may conduct its business in the Premises at any time Tenant deems appropriate. Notwithstanding anything herein to the contrary, Tenant shall have the right, exercisable at any time, to close or suspend operations in the Premises. During any such time that Tenant is closed, Tenant shall pay Minimum Annual Rent as well as Tenant's Proportionate Share of CAM and insurance, and Tenant shall continue to comply with all other obligations hereunder (except the obligation to operate continuously). Landlord shall have the option to terminate this Lease at any time during which Tenant is closed for at least 30 days pursuant to the terms of this Section, exercisable by notice from Landlord to Tenant and effective 30 days after notice if not cured by Tenant. In the event the Landlord would terminate this Lease pursuant to this Section 11.03, thereafter, Tenant would be free of any further obligations pursuant to this Lease. In the event Landlord would terminate this Lease pursuant to this Section 11.03, Landlord shall reimburse Tenant the unamortized costs of any improvements both (a) made by Tenant to the Premises and (b) which Landlord (pursuant to the terms of Section 2.03 or **Exhibit B** hereof) has not earlier required Tenant to remove upon the expiration or other termination of this Lease.

ARTICLE XII SIGNS

Tenant shall have the right at its sole expense to place signs on the exterior of the Premises or on any monument sign installed by Landlord, in each instance in accordance with all local ordinances and subject to Landlord's approval, not to be unreasonably withheld, conditioned or delayed. The parties agree that Landlord's aesthetic concerns, including the compatibility of any proposed signage with Landlord's signage, may form the basis of a reasonable withholding, conditioning, or delaying of such approval. Tenant shall not install or place any other signs, advertisements, flyers, announcements, or any other similar type of advertisements in or on the interior or exterior of any of the windows in the Premises without Landlord's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. All signs installed and/or erected pursuant hereto shall meet and comply with any and all applicable rules, regulations and ordinances of any and all federal, state, local and municipal authorities having jurisdiction over the Building. Tenant shall not be liable to Landlord, as CAM or otherwise, for any fees associated with the construction or installation of the Landlord's signs or signs installed or constructed by other tenants, but Tenant shall, at its sole expense, upon the expiration or earlier termination of this Lease, remove all of Tenant's signs, if any, and restore the affected area to a commercially reasonable standard.

ARTICLE XIII DESTRUCTION & CASUALTY

13.01 Damage or Destruction. In the event that during the term hereof the Premises or the Building shall be damaged or destroyed by fire, the elements, accident or other casualty (in each case, not resulting from the fault or negligence of Landlord or Tenant or their respective employees, agents, and invitees) (hereinafter a "Casualty"), the rights and obligations of Landlord and Tenant shall be governed by this Article XIII. Immediately or as soon as reasonably practicable thereafter, Tenant shall notify Landlord of any damage or destruction to the Premises by a Casualty.

13.02 Landlord's Obligations Upon Damage or Destruction. In the event that during the term hereof, the Premises shall be damaged or destroyed by a Casualty, this Lease shall, except as hereinafter provided, remain in full force and effect and Landlord shall promptly and diligently repair or rebuild the Premises (only so much thereof as was originally required to be constructed by Landlord pursuant to this Lease) to substantially the same condition as immediately prior to such damage (subject, however to zoning laws and building codes then in existence). If Landlord elects to terminate this Lease pursuant to Section 13.04, Landlord shall not be obligated to make any repairs.

13.03 Tenant's Obligations Upon Damage or Destruction. In the event that during the term hereof, the Premises shall be damaged or destroyed by a Casualty and Landlord proceeds to repair or restore its portion of the damage in accordance with Section 13.02 Tenant shall forthwith proceed to repair that portion of the damage that was originally required to be constructed by Tenant pursuant to this Lease. Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) or to any leasehold improvements installed in the Premises by or on behalf of Tenant, all of which damage, replacement or repair shall be undertaken and completed by Tenant promptly.

13.04 Right to Terminate. Notwithstanding anything herein to the contrary,

- (a) If the Premises shall be substantially damaged or destroyed (i.e. – the Premises are no longer operable as an integral commercial unit, in Tenant's reasonable opinion) by a Casualty within the last three (3) years of the Term of this Lease; or
- (b) If the Premises or the Building should be substantially damaged or destroyed (i.e. – the Premises or the Building, as applicable, are no longer operable as an integral commercial unit, in the reasonable opinion of Tenant or Landlord, respectively) by a Casualty that is a risk that is not covered by Landlord's insurance; or
- (c) If the Building should be damaged or destroyed by a Casualty to the extent of 50 percent or more of the monetary value thereof; or
- (d) If the Building or any part thereof is damaged or destroyed by a Casualty, whether or not the Premises is damaged, to an extent that, in the reasonable judgment of Landlord, the Building cannot be operated as an integral commercial unit;

then, in any of such events, Landlord shall have the right to terminate this Lease by written notice to the other within 60 days following such Casualty. In the event of a termination of this Lease pursuant to this Article XIII, this Lease shall terminate as of the date of such damage or destruction.

13.05 Tenant's Option to Terminate. Notwithstanding anything herein to the contrary, Tenant shall have the right to terminate this Lease if the Premises is substantially damaged or destroyed (i.e. – the Premises are no longer operable as an integral commercial unit, in Tenant's reasonable opinion) by a Casualty if such casualty occurs within the last four (4) years of the Lease Term.

13.06 Abatement of Rent. In the event Landlord repairs or restores any damage to the Premises, the Minimum Annual Rent and other sums payable hereunder shall be reduced during the period of repair or restoration to that fraction of the Minimum Annual Rent otherwise prevailing, the numerator of which is the square footage of the Premises reasonably usable by Tenant, in Tenant's reasonable judgment, in the conduct of its business and the denominator of which is the total square footage of the Premises. The Minimum Annual Rent and other sums payable hereunder shall be restored to the amount payable hereunder without abatement when the repair or restoration work required to be performed by Landlord is completed. No penalty shall accrue to Landlord for delay in commencing or completing repairs caused by adjustment of insurance claims, governmental requirements, or any cause beyond Landlord's reasonable control.

ARTICLE XIV EMINENT DOMAIN

14.01 Taking. If the whole of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or by purchase in lieu thereof, then this Lease shall automatically terminate as of the date that title shall be taken. If any part of the Premises, the Building, or the Property shall be so taken as to render the Premises or the remainder thereof unusable for the purposes for which the Premises were leased, then Landlord or Tenant shall have the right to terminate this Lease on 30 calendar day's notice to the other party given within 90 calendar days after the date of such taking. Notwithstanding anything to the contrary contained herein, (a) in the event any part of the Premises, the Building, or the Property shall be taken within the last three (3) years of the Lease Term such that the Premises shall no longer be operable as an integral commercial unit, in Tenant's reasonable opinion, then Tenant shall have the right to terminate this Lease on 30 calendar days notice to Landlord within 90 calendar days after the date of such taking, and (b) in the event any part of the Premises, the Building, or the Property shall be taken within the last three (3) years of the Lease term such that the Premises, the Building, or the Property shall no longer be operable as an integral commercial unit, in Landlord's reasonable opinion, then Landlord shall have the right to terminate this Lease on 30 calendar days notice to Tenant within 90 calendar days after the date of such taking. In the event that this Lease shall terminate or be terminated pursuant to this Section 14.01, then rental shall, if and as necessary, be equitably adjusted as of the date title shall be taken, in proportion to the area of the Premises so taken.

14.02 Abatement and Restoration. If any part of the Premises shall be so taken and this Lease shall not terminate or be terminated under the prior paragraph of this section, then the rent shall be reduced equitably apportioned according to the space so taken, and the Landlord shall, at its own cost and expense, restore the remaining portion of the Premises to the extent necessary to render it reasonably suitable for the purposes for which it was leased.

14.03 Awards. All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the property of Landlord without any participation by Tenant; provided, however, that nothing contained herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority in such eminent domain proceeding for the value of its remaining leasehold interest in the Premises or the part thereof affected, plus the cost of its relocation, the value of its leasehold improvements, trade fixtures,

loss of business and the like, provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award.

ARTICLE XV DEFAULT

15.01 Default of the Tenant.

(a) The Tenant shall be in default under this Lease if:

(i) Tenant fails to pay any amount when due and if the same remains unpaid after Landlord gives Tenant 10 days written notice of a monetary default and a right to cure within the 10 day period, provided, however, that if Tenant fails to pay any amount when due more than two (2) times in any twelve (12) month period, then the notice and cure period set forth in this Section 15.01(a)(i) shall no longer be required prior to a default hereunder; or

(ii) Tenant materially (in Landlord's reasonable opinion) breaches any other non-monetary provision of the Lease, which remains uncured after Landlord gives Tenant 30 days written notice and a right to cure within the 30 day period, provided that in the event the breach is the type which cannot be reasonably cured within 30 days, then Tenant shall be in compliance and not in default as long as Tenant continues to proceed in good faith and in a timely fashion to cure the default; or

(iii) Tenant shall become bankrupt or insolvent, or file any debtor proceedings or have taken against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for appointment of a receiver or trustee of all or a portion of Tenant's property, or take any corporate action in furtherance of any action described herein; or

(iv) Tenant makes an assignment for the benefit of creditors, or petitions or enters into an arrangements, or suffers this Lease to be taken under any writ of execution; or

(v) This Lease or Tenant's estate hereunder is assigned, subleased, transferred, mortgaged, or encumbered, without Landlord's approval to the extent required hereunder or without compliance with the provisions of this Lease applicable thereto and such transaction is not made to comply or voided ab initio within thirty (30) days after notice thereof from Landlord to Tenant.

(b) Upon the occurrence of a default, Landlord shall have the right, at its election, then or at any time thereafter:

(i) To give Tenant written notice of Landlord's intent to terminate this Lease on the date of the notice or on any later date specified in the notice, and on such date Tenant's right to possession of the Premises shall cease and this Lease shall thereupon be terminated; and/or

(ii) To re-enter and dispossess Tenant by summary proceedings or other lawful process, and to remove all persons and property from the Premises; such property shall be liable to distraint for rent. No such re-entry shall be deemed an acceptance of surrender of this

Lease. The provisions of this Section 15.01(b)(ii) shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived.

(c) If this Lease is terminated as provided in Section 15.01(b)(i), or if Tenant is dispossessed by summary proceedings or otherwise as provided in Section 15.01(b)(ii):

(i) Tenant shall pay to Landlord any unpaid rent and/or CAM due at the time of termination or dispossession, as applicable, together with any interest and fees owing on such amounts hereunder.

(ii) Landlord may, but shall not be required to mitigate its damages from Tenant default by making reasonable efforts to either (A) occupy the Premises, or a portion thereof, with other County users; or (B) relet the Premises, or a portion thereof, on terms acceptable to Landlord. In the event Landlord occupies the Premises with a County user, then there shall be no damages associated with Tenant's default with respect to that portion of the Premises so occupied. In the event Landlord relets the Premises to other than a County user, then upon each such reletting the rent derived therefrom shall be applied, first, to the payment of costs and expenses of terminating this Lease or re-entering or repossessing the Premises, or any part thereof, and the cost and expense of removing all persons and property therefrom, including reasonable legal expenses and reasonable attorneys' fees (including the value of services, if any, performed by the Office of the County Attorney for Fairfax County, Virginia), second to the payment of costs and expenses of such reletting including commercially reasonable brokerage fees, reasonable legal expenses, reasonable attorneys' fees (including the value of services, if any, performed by the Office of the County Attorney for Fairfax County, Virginia), and costs of alterations and repairs; and third, to the payment of rent and all other amounts due and unpaid hereunder.

(iii) Tenant shall pay to Landlord, as damages, any deficiency between the Minimum Annual Rent reserved in this Lease for the period which otherwise would have constituted the unexpired portion of the Lease term, and the net amount, if any, of rents imputed or collected under any re-occupancy or reletting effected pursuant to Section 15.01(c)(ii) for any part of such period (first deducting from the rents collected thereunder all of the payments to Landlord described in Section 15.01(c)(ii)). Any such deficiency shall be paid in installments by Tenant on the days specified in the Lease for payment of installments of Minimum Annual Rent, and Landlord shall be entitled to recover from Tenant each deficiency installment as the same shall arise. Any suit brought by Landlord to enforce collection of any such amount for any one month shall not prejudice Landlord's right to enforce the collection of any such amount for any subsequent month.

(d) Landlord may recover from Tenant, and Tenant shall pay to Landlord, all damages Landlord may incur by reason of a default under this Lease, including all costs and expenses incurred by Landlord in connection with the enforcement of this Lease, whether or not Landlord institutes legal proceedings in connection therewith, including, without limitation, reasonable attorney's fees and disbursements (including the value of services, if any, performed by the Office of the county Attorney for Fairfax County, Virginia).

(e) If Tenant fails to perform any of the terms, provisions, covenants or conditions to be performed or complied with by Tenant under this Lease, and the failure shall remain uncured for a period of 30 days after Landlord shall have sent written notice to Tenant of the

failure (or for such longer period as is necessary to cure such failure, provided Tenant is diligently pursuing such cure), then Landlord may make any required payments or perform any such term, provision, covenant or condition as Tenant's agent, and the full amount of the cost and expense entailed in the curing of Tenant's default, together with reasonable attorneys' fees and disbursements (including the value of services, if any, performed by the Office of the County Attorney for Fairfax County, Virginia) and interest on such sums at a rate equal to the prime lending rate as published in the Wall Street Journal, as of the date of such expenditure, plus four percent (4%) (the "Default Rate") from the time of expenditure until paid, shall immediately be due and payable by Tenant to Landlord.

(f) No termination of this Lease pursuant to Section 15.01(b)(i) or taking possession of or reletting the Premises, or any part thereof, pursuant to Section 15.02(b)(ii) shall relieve Tenant of its liabilities and obligations hereunder that have accrued to the date of such termination of the Lease or repossession of the Premises, all of which shall survive such termination and repossession.

(g) In the event of any breach by Tenant of any of the provisions of this Lease, Landlord shall be entitled to enjoin such breach and shall have the right to invoke any rights and remedies allowed at law or inequity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

(h) No failure by Landlord to insist upon the strict performance of any provision of this Lease, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Minimum Annual Rent during the continuance of such breach, shall constitute a waiver of any such breach or of such provision.

(i) All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord now or hereafter existing under law.

15.02 Default of Landlord. If Landlord fails to pay any installment of taxes or assessments, or any principal, interest or other charges under any mortgage or other encumbrance affecting the Property or the Premises and to which this Lease may be subordinate when any of such charges become due; or if Landlord fails to perform any of the terms, provisions, covenants or conditions to be performed or complied with by Landlord under this Lease, and the failure shall remain uncured for a period of 30 days after Tenant shall have sent written notice to Landlord of the failure (or for such longer period as is necessary to cure such failure, provided Landlord is diligently pursuing such cure), then Tenant may make any required payments or perform any such term, provision, covenant or condition as Landlord's agent, and the full amount of the cost and expense entailed in the curing of Landlord's default, together with reasonable attorneys' fees, costs and charges and interest on such sums at the Default Rate from the time of expenditure until paid, shall immediately be due and payable by Landlord to Tenant.

ARTICLE XVI

SUBORDINATION/ESTOPPEL/CERTIFICATES/ATTORNMEN/TRANSFERS

16.01 Subordination and Attornment. This Lease shall be subject and subordinate to any mortgage or deed of trust (the lien holder) and all renewals, modifications, consolidations,

replacements and extensions thereof which may now or hereafter affect the entire Premises or any part thereof, and Tenant shall immediately and automatically attorn to such lien holder in the event of a foreclosure or deed in lieu thereof, provided, however, that any such mortgage shall be made in connection with a loan from an insurance company, a savings bank, a bank or trust company, and provided further that as a condition of such subordination and attornment, the lien holder executes a non-disturbance and attornment agreement with Tenant with provisions in form and substance to the effect that:

- (a) So long as Tenant observes the terms of this Lease, its rights of possession to the Premises under the terms and provisions of this Lease will not be affected or disturbed by the mortgagee in the exercise of any of its rights under the mortgage or other security agreement for the bond or note or debt secured thereby;
- (b) If the Premises are sold or otherwise disposed of pursuant to any right or power contained in the mortgage or other security agreement or the bond or note secured thereby, or as a result of proceedings thereof, the purchaser shall take title subject to this Lease and all rights of Tenant hereunder, provided that Tenant is not then in default under the terms hereof;
- (c) In the event the Buildings on the Premises are damaged by fire or other casualty, for which loss the proceeds payable under the insurance policy or policies are payable to the mortgagee, such insurance funds, when paid, shall be made available for the purpose of repair and restoration of the Premises as provided in this Lease; and
- (d) The agreement shall be binding upon Landlord's mortgagee and its respective heirs, executors, administrators, and assigns.
- (e) In the event Landlord has mortgagees and lienholders as of the date of the execution of this Lease, then the Tenant's obligations under this Lease shall be conditioned upon receipt by Tenant of a Non-disturbance Agreement reasonably satisfactory to Tenant by all mortgagees and lienholders of the Landlord. In the event the Tenant does not receive said Non-disturbance Agreement, Tenant may declare this Lease null and void.

Within 30 days after Landlord's request for same, Tenant will execute, acknowledge and deliver to Landlord, or to such mortgagee as may be designated by Landlord, a certificate relating to the status of this Lease or status of performance of Landlord's obligations hereunder in a form reasonably satisfactory to such mortgagee and Tenant.

16.02 Transfers by Tenant.

(a) Tenant may, subject to Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, (i) assign or otherwise transfer, mortgage, or otherwise encumber this Lease or any of its rights hereunder (an "Assignment"), (ii) sublet the Premises or any part thereof, or permit the occupancy or use of the Premises or any part thereof by any persons other than Tenant, its agents or employees (a "Sublease"), or (iii) permit an Assignment by operation of law. Any attempted or purported Assignment or Sublease in violation of the foregoing sentence shall be null and void and shall not confer any rights upon

any purported assignee or sublessee. If Tenant makes a written request for such an approval and the Landlord fails to notify the Tenant in writing, of its decision pertaining to the proposed assignment or sublease within 10 business days from the date of Landlord's receipt of such request and information reasonably required by Landlord in granting or denying consent, then the proposed assignment or sublease shall be deemed approved by the Landlord. Tenant's request for consent shall contain a certification setting forth the base rent and concessions, if any, under such Assignment or Sublease.

(b) Notwithstanding the foregoing provisions of Section 16.02(a), Tenant may, upon prior written notice to Landlord but without Landlord's consent, assign this Lease to an Affiliate, provided that such Affiliate has a net worth of \$20,000,000.00 at the time of the assignment. Further, Tenant may, upon prior written notice to Landlord but without Landlord's consent, sublet all or any part of the Premises to an Affiliate without regard to such Affiliate's net worth. Tenant's notice to Landlord of such an assignment shall contain evidence reasonably satisfactory to Landlord demonstrating compliance with such financial requirements. The term "Affiliate" shall mean an entity which controls, is controlled by, or is under common control with Tenant.

(c) If Landlord gives its consent to an Assignment or Sublease, then fifty percent (50%) of any monthly rent or other payment due to Tenant thereunder which is in excess of the Minimum Annual Rent payable by Tenant under this Lease (after deducting reasonable out-of-pocket expenses incurred by Tenant in connection with such Assignment or Subletting) shall be paid by Tenant to Landlord, monthly, as additional rent. Within thirty (30) days following the effective date of such Assignment or Subletting, Tenant shall deliver to Landlord copies of invoices documenting such expenses of Assignment or Subletting.

(d) The following shall constitute Assignments subject to the provisions of Section 16.02(a):

(i) The sale or other transfer of all or substantially all of Tenant's assets.

(ii) The transfer, by operation of law or otherwise, of stock or ownership interests in Tenant resulting in a change of the present effective voting control of Tenant, provided, however, that this Section 16.02(d)(ii) shall not apply if Tenant is a publicly traded company.

16.03 Transfers by Landlord. Should Landlord sell or otherwise transfer to any party its interest in the Building, the Premises or this Lease, Tenant shall not be required to recognize such party as its Landlord and tenant shall have the right to terminate this Lease upon 30 calendar days notice to Landlord. The provisions of this Section shall not apply to Landlord's lease of space within the Building.

ARTICLE XVII SURRENDER OF PREMISES

At the expiration date of the Term of this Lease or its termination for other cause, Tenant is obligated to immediately surrender the possession of the Premises and upon failure of Tenant to

do so, Tenant consents to pay liquidated damages in the sum of 1.5 times the Minimum Annual Rent prorated for each day that Tenant fails to surrender possession of the Premises. Should Landlord allow or permit Tenant to remain in the Premises after the expiration or termination of this Lease, this Lease shall not be construed as having been renewed for an additional Term, but it shall apply thereafter on a month-to-month basis.

ARTICLE XVIII NOTICES

All notices, demands, requests and other instruments that are required or may be given under this Lease or the law, shall be given either in person, by public courier (e.g., Federal Express), or by US mail, postage prepaid, registered or certified, return receipt requested, addressed at the addresses set forth in the Lease Summary. Either Tenant or Landlord may change its address by providing written notice of such change. Notice shall be deemed to have been given when actually given in person or by public courier or when mailed as shown by a postal mailing receipt.

If to Tenant:

Inova Health Care Services
8110 Gatehouse Rd Suite 200E
Falls Church, Virginia 22042
Attn: H. Patrick Walters
Facsimile No 703-289-2074

With a copy to

Timothy S. Sampson
Walsh, Colucci, Emrich, Lubeley, & Walsh, P.C.
2200 Clarendon Boulevard, Suite 1300
Arlington, Virginia 22201
Facsimile No: 703-525-3197 and to

General Counsel
Inova Health Care Services
8110 Gatehouse Rd.
Falls Church, Virginia, 22204

If to Landlord:

Fairfax County
Office of the County Executive
12000 Government Center Parkway, Suite 552
Fairfax, VA 22035
Attn: County Executive
Facsimile No.: 703-324-3956

With a copy to:

Fairfax County
Office of the County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, VA 22035
Attn: David P. Bobzien
Facsimile No.: 703-324-2665

**ARTICLE XIX
MISCELLANEOUS**

19.01 Governing Law. All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law, and all of the terms hereof shall be construed according to the laws of the Commonwealth of Virginia.

19.02 Memorandum of Lease. Tenant agrees not to record this Lease, but each party hereto agrees on the request of the other party and at the expense of the requesting party, to execute a Memorandum of Lease ("Memorandum") in recordable form. The Memorandum shall not set forth the rental or other charges payable by Tenant under this Lease and shall expressly state that it is executed pursuant to this provision of this Lease and is not intended to vary the terms and conditions of this Lease. Upon the termination of this Lease for any reason, Tenant agrees to execute, at Landlord's request, a recordable instrument evidencing the termination. The party requesting recordation of the Memorandum shall be solely and exclusively responsible for the payment of all recording fees, transfer taxes and all other taxes and charges attributable to or associated with the recordation.

19.03 No Broker. Each party represents and warrants to the other party that it has incurred no claims for brokerage commissions or finder's fees in connection with this Lease.

19.04 Liens. If a mechanic's or other lien is filed against the Property, the Building, the Premises or any part thereof, or Tenant's interest therein, by reason of Tenant's acts or omissions or those of its employees, agents, contractors, or subcontractors, or because of a claim against Tenant or its employee, agent, contractor, or subcontractor, Tenant shall cause the lien to be canceled and discharged of record by bond or otherwise at Tenant's expense within 30 calendar days after notice from Landlord to Tenant.

19.05 Ownership of Improvements. Any improvements, alterations, additions and fixtures installed by Tenant in or about the Premises (except Tenant's trade fixtures) shall, upon the expiration or termination of this Lease for any reason, become the property of Landlord without obligation of Landlord to Tenant.

19.06 Waiver of Subrogation. It is expressly agreed that with respect to property damage from fire or other casualty or events, the risk of which is covered by standard insurance policies, no insurer of either party against such risks or damage to the Premises or any property of Tenant contained therein, including leasehold improvements, shall have a right of subrogation against the other party, its partners, shareholders, officers, directors, employees or agents, and each party hereby releases and waives any right of recover from such persons for such damages.

19.07 Entire Agreement. This Lease and exhibits contain the entire agreement between the parties, all previous or contemporaneous agreements being merged herein and waived hereby, and no modifications hereof or assent or consent of either party to any waiver of any part of this Lease, in spirit or letter, shall be deemed as given or made unless the same be done in writing after the date hereof.

19.08 Attorney's Fees. In the event of litigation or arbitration between the parties with respect to this Lease or in any way pertaining or relating to this Lease, then all costs and expenses, including all reasonable fees of appraisers, accountants, experts, consultants and attorneys (in the case of Landlord, including the value of services, if any, provided by the Office of the County Attorney for Fairfax County, Virginia), incurred by the prevailing party (or substantially prevailing party in the event that counterclaims or setoffs are claimed or filed) shall be included as part of the damages and made a part of the judgment or award and shall be paid by the non-prevailing party.

19.09 Restrictive Covenant. *Intentionally deleted.*

19.10 Landlord's Representations. Landlord warrants, covenants and represents that:

- (a) it has full right and legal authority to enter into and perform its obligations under this Lease for the full tenancy created hereby;
- (b) it has, or will have upon the Commencement Date, good and marketable title to the Property in fee simple;
- (c) this Lease is not and will not be subject or subordinate to any mortgage on the Property or any part thereof, except for a subordination as may be accomplished in accordance with the provisions of the "Subordination" paragraph;
- (d) there are no violations of any zoning or building laws which affect the Property;
- (e) (Intentionally Omitted);
- (f) that Landlord has not disposed, deposited, discharged, leaked or placed any "hazardous substances" on the Property;
- (g) there are no leases or other claims of third parties to the Premises;
- (h) the on-site water is potable and complies with all requirements of all governmental authorities having jurisdiction;
- (i) Landlord has not received any notice and has no knowledge of commencement of eminent domain proceedings affecting the Property; and

19.11 Hazardous Substances. For the purposes of this Lease, "Hazardous Substance" means (i) any substance defined as a "hazardous substance" under the Comprehensive Environment Response Compensation and Liability Act, 42 US S9601 et seq., as amended ("CERCLA"); (ii) any petroleum, petroleum product, asbestos or gas product; or (iii) any other

material deemed hazardous, dangerous, toxic or a pollutant under any federal, state or local statute, law, code, ordinance, rule or regulation.

Landlord and Tenant will each comply with all federal, state and local statutes, laws, codes, ordinances, rules, regulations, permits and licensing conditions concerning the use, release, discharge, disposal, storing, handling and managing of Hazardous Substances at the Property.

19.12 ADA Compliance. Landlord shall, at its cost, shall construct the Building (in which the Premises are to be located), including all Common Areas, which are necessary or appropriate in order to comply with the requirements of the Americans with Disabilities Act ("ADA"). Tenant's leasehold improvements shall be constructed in accordance with the requirements of ADA.

19.13 Right of First Refusal. *Intentionally deleted.*

19.14 Indemnification. *Intentionally deleted.*

19.15 Time of the Essence. Time is of the essence of each and every term, condition and provision of this Lease. This Lease shall not be legally binding upon the parties unless fully executed by all parties and delivered according to applicable law. Tenant shall have the option and right to terminate this Lease if Landlord has not fully executed this Lease and delivered the same to Tenant within ten (10) days from the date Tenant executes this Lease and delivers the same to Landlord.

19.16 Appropriations. To the extent so required by the law of the Commonwealth of Virginia, any and all of County's financial obligations under this Lease are subject to appropriations by the Fairfax County Board of Supervisors.

19.17 Rules and Regulations. Tenant and its employees, agents, invitees, and contractors shall abide by and observe such reasonable rules and/or regulations as may be promulgated from time to time by Landlord for the operation and maintenance of the building, provided that the same are in conformity with common practice and usage and are not inconsistent with the provisions of this Lease and a copy thereof is sent to Tenant, and provided further that the same are applied consistently to all occupants of the Building. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce such rules and/or regulations, or the terms, conditions or covenants contained in any other Lease as against any other Tenant, and the Board shall not be liable to Tenant as against any other Tenant, and the Board shall not be liable to Tenant for violation of the same by any other Tenant, its employees, agent, business invitees, Tenants, customers, clients, family members or guests.

19.18 Exhibits. Each reference herein to an Exhibit refers to the applicable Exhibit that is attached to this Deed (or to the Exhibits attached to the Work Agreement attached as Exhibit B). All such Exhibits constitute a part of this Deed and by this Section are expressly made a part hereof.

ARTICLE XX RENEWAL OPTIONS

None.

IN WITNESS WHEREOF, Landlord and Tenant have set their signatures and seals as of the date first above written.

LANDLORD:

BOARD OF SUPERVISORS OF FAIRFAX
COUNTY, VIRGINIA, acting in its proprietary
capacity and not its governmental or regulatory
capacity.

By: _____
Name: Anthony H. Griffin
Title: County Executive

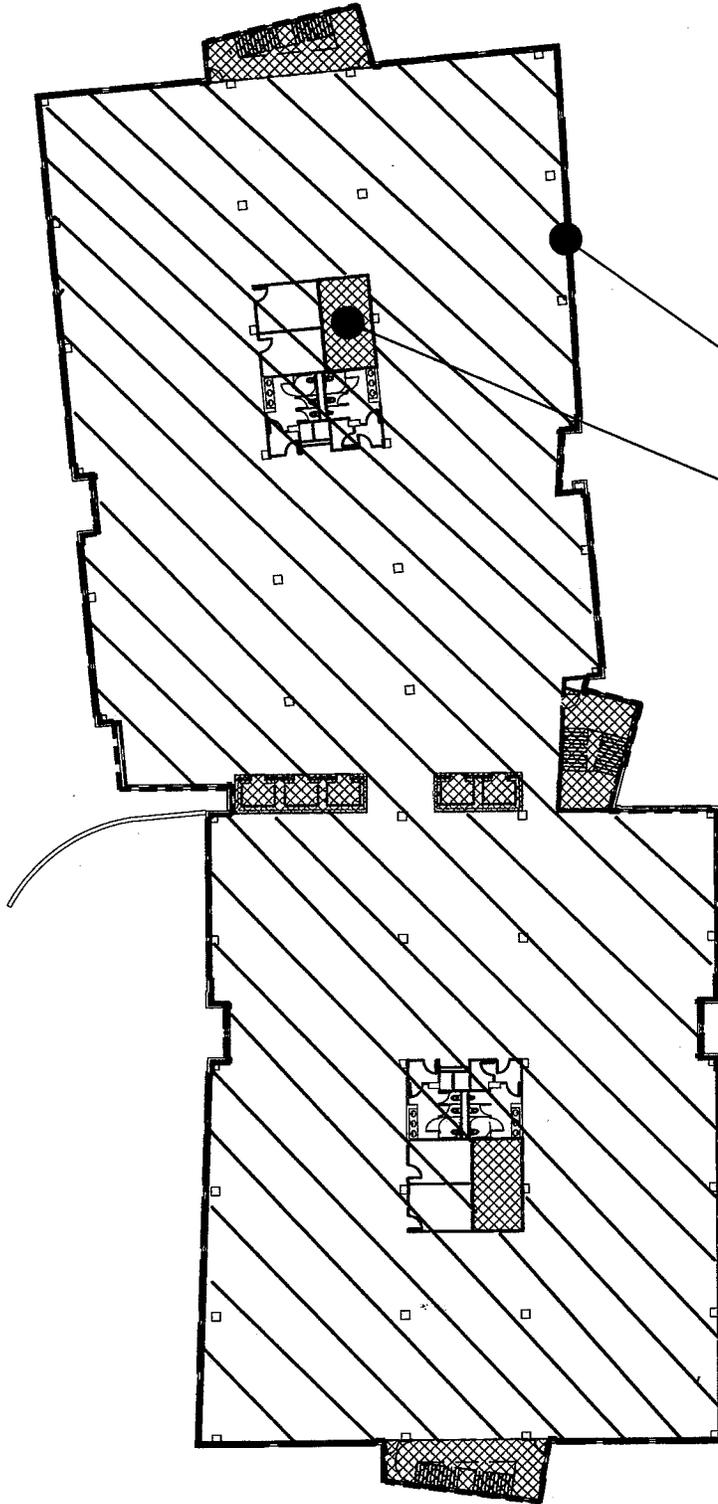
TENANT:

INOVA HEALTH CARE SERVICES
By: Inova Health System Foundation,
its Sole Member

By: _____
Name: Richard C. Magenheimer
Title: Chief Financial Officer

Exhibit A

Exhibit A - The Premises



— BOMA GROSS: 40,750 SF

— SHAFTS: 2,434 SF



BOMA GROSS: 40,750 SF

LEVELS 2 ~ 4 (TYPICAL)

JULY 16, 2010
N.T.S.

NORITAKE
ARCHITECT
605 PRINCE STREET
ALEXANDRIA, VA 22314

FAIRFAX MID-COUNTY HUMAN SERVICES BUILDING

FALLS CHURCH, VA

OWNER
12000 GOVERNMENT CENTER PARKWAY
FAIRFAX, VIRGINIA 22035



tabbiter
EXHIBIT
 A

Exhibit A-1

EXHIBIT A-1
The Building

Dwg No.	Drawing Title	Date
	Cover Sheet	July 13, 2010
A-200	Architectural Site Plan	June 2010
A-210	Architectural Site Sections	June 2010
A-211	Architectural Parking Structure Sections	June 2010
A-400	Option A - Cellar Plan West	June 2010
A-401	Option A - Cellar Plan East	June 2010
A-402	Option A - Level 1 Plan West	June 2010
A-403	Option A - Level 1 Plan East	June 2010
A-404	Option A - Levels 2, 3, 4 Plan West	June 2010
A-405	Option A - Levels 2, 3, 4 Plan East	June 2010
A-500	Option A - Elevations West & South	June 2010
A-501	Option A - Elevations East & North	June 2010
A-502	Option A - Enlarged Elevations	June 2010
A-503	Option A - Enlarged Elevations	June 2010
A-504	Option A - Enlarged Elevations	June 2010
A-400	Option B - Cellar Plan West	June 2010
A-401	Option B - Cellar Plan East	June 2010
A-402	Option B - Level 1 Plan West	June 2010
A-403	Option B - Level 1 Plan East	June 2010
A-404	Option B - Levels 2, 3, 4 Plan West	June 2010
A-405	Option B - Levels 2, 3, 4 Plan East	June 2010
A-500	Option B - Elevations West & South	June 2010
A-501	Option B - Elevations East & North	June 2010
A-502	Option B - Enlarged Elevations	June 2010
A-503	Option B - Enlarged Elevations	June 2010
A-504	Option B - Enlarged Elevations	June 2010
A-400	Option C - Cellar Plan West	June 2010
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A-405	Option C - Levels 2, 3, 4 Plan East	June 2010
A-500	Option C - Elevations West & South	June 2010
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A-503	Option C - Enlarged Elevations	June 2010
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M-001	Mechanical - Coversheet	June 15, 2010
M-101	Mechanical - Cellar Floor Plan	June 15, 2010
M-102	Mechanical - Cellar Floor Plan	June 15, 2010

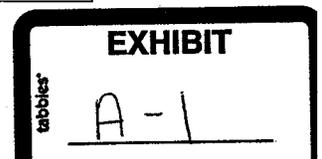


EXHIBIT A-1 The Building

M-103	Mechanical – First Floor Plan	June 15, 2010
M-104	Mechanical – First Floor Plan	June 15, 2010
M-105	Mechanical – Typical Floor Plan – Floors 2 nd -4 th	June 15, 2010
M-106	Mechanical – Typical Floor Plan – Floors 2 nd -4 th	June 15, 2010
M-107	Mechanical – Roof Plan	June 15, 2010
M-108	Mechanical – Roof Plan	June 15, 2010
M-401	Mechanical – Detail Sheet	June 15, 2010
M-501	Mechanical – Schedule Sheet	June 15, 2010
M-601	Mechanical – Detail Sheet	June 15, 2010
M-602	Mechanical – Detail Sheet	June 15, 2010
M-603	Mechanical – Detail Sheet	June 15, 2010
P-001	Plumbing - Coversheet	June 15, 2010
P-101	Plumbing – Foundation Plan West	June 15, 2010
P-102	Plumbing – Foundation Plan East	June 15, 2010
P-103	Plumbing - Cellar Floor Plan West	June 15, 2010
P-104	Plumbing – Cellar Floor Plan East	June 15, 2010
P-105	Plumbing – Ground Floor Plan West	June 15, 2010
P-106	Plumbing – Ground Floor Plan East	June 15, 2010
P-107	Plumbing – Typical Floor Plan – West (Flrs 2 nd -4 th)	June 15, 2010
P-108	Plumbing - Typical Floor Plan – East (Flrs 2 nd -4 th)	June 15, 2010
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E-001	Electrical - Coversheet	June 15, 2010
E-101	Electrical – Cellar Floor Plan	June 15, 2010
E-102	Electrical – Cellar Floor Plan	June 15, 2010
E-103	Electrical – First Floor Plan	June 15, 2010
E-104	Electrical – First Floor Plan	June 15, 2010
E-105	Electrical – Typical Floor Plan – Floors 2 nd -4 th	June 15, 2010
E-106	Electrical – Typical Floor Plan – Floors 2 nd -4 th	June 15, 2010
E-401	Electrical – Typical Floor Plan – Floors 2 nd -4 th	June 15, 2010
E-402	Electrical – Typical Floor Plan – Floors 2 nd -4 th	June 15, 2010
E-403	Electrical – Cellar Floor Plan	June 15, 2010
E-501	Electrical – Detail Sheet	June 15, 2010
E-502	Electrical – Detail Sheet	June 15, 2010
E-503	Electrical – Detail Sheet	June 15, 2010
E-601	Electrical – Detail Sheet	June 15, 2010
E-602	Electrical – Detail Sheet	June 15, 2010
E-901	Electrical – Detail Sheet	June 15, 2010
A-101-1	Option A – Phase 1- 3 Bays Ground Tier Plan	undated
A-102-1	Option A – Phase 1- 3 Bays Second Tier Plan	undated
A-103-1	Option A – Phase 1- 3 Bays Third Tier Plan	undated
A-104-1	Option A – Phase 1- 3 Bays Top Tier Plan	undated
B-101-1	P/C – Phase 1 – 3 Bays Ground Tier Plan	undated
B-102-1	P/C – Phase 1 – 3 Bays Second Tier Plan	undated
B-103-1	P/C – Phase 1 – 3 Bays Third Tier Plan	undated

EXHIBIT A-1 The Building

B-104-1	P/C - Phase 1 - 3 Bays Fourth Tier Plan	undated
B-105-1	P/C - Phase 1 - 3 Bays Top Tier Plan	undated
B-301-1	C.I.P/P/C - Phase 1 - 3 Bays Ground Tier Plan	undated
B-302-1	C.I.P/P/C - Phase 1 - 3 Bays Second Tier Plan	undated
B-303-1	C.I.P/P/C - Phase 1 - 3 Bays Third Tier Plan	undated
B-304-1	C.I.P/P/C - Phase 1 - 3 Bays Fourth Tier Plan	undated
B-305-1	C.I.P/P/C - Phase 1 - 3 Bays Top Tier Plan	undated

All drawings prepared by Noritake Associates and its consultants.

Exhibit A-2



FAIRFAX COUNTY MID COUNTY HUMAN SERVICES BUILDING
DESCRIPTION FOR CALCULATING LEASABLE SQUARE FOOTAGE

Proposed measurement methodology for obtaining areas within the building for purposes of defining the area for lease purposes and calculating rent.

Guideline: ANSI BOMA Z65.1 – 1996 as modified herein.

Definitions

Gross Measured Area: The total area of a building enclosed by the dominant portion of the building exterior. For these purposes the dominant portion shall be considered as the inside face of exterior glass.

Major Vertical Penetrations: Stairs, elevator shafts, flues, pipe shafts, vertical ducts and the like and their enclosing walls. Atria, lightwells, and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant/occupant occupying office areas on more than one floor. Structural columns, openings for vertical electrical cable or telephone distribution, and openings for plumbing lines are not considered as Major Vertical Penetrations.

Building Common Area: The areas of a building that provide services to all building tenants/occupants but which are not included in the office area of any tenant/occupant. These areas may include but shall not be limited to, Main and auxiliary lobbies, atrium spaces at the level of the finished floor, health or fitness areas, mail room, fire control room, building core areas such as switchgear rooms, pump rooms, telephone "D" mark room(s). The Fourth Floor Tenant shall only be allocated their pro-rata share of a portion of the Cellar level building lobby.

Rentable Area: Gross Measured Area of a floor minus Major Vertical Penetrations on the floor and a prorated portion of the Building Common Area.

For purposes of this project the prorated portion of the Building Common Area shall be calculated dividing the Building Common Area by the Gross Measured Area of the entire building. The resulting factor shall be then be multiplied by the floor being considered for leasing. The result shall then be added to the Gross Measured Area of the floor being considered for leasing.

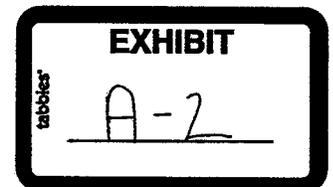


Exhibit A-3

Fairfax Mid-County Human Services Building

Fairfax County

Concept Design Preliminary Area Calculations

1996 BOMA Building Area Calculations

Noritake Associates

Alexandria, Virginia

July 20, 2010

	A	B	C	D	E	F
FLOOR	INSIDE GROSS AREA	NON RENTABLE AREA	BUILDING COMMON AREA	FLOOR RENTABLE AREA	BUILDING COMMON FACTOR	NET RENTABLE AREA
Cellar	41,051.00	0.00	3,706.00	37,345.00	1.0335	38,595.05
1	39,989.00	2,434.00	2,563.00	34,992.00	1.0335	36,163.29
2	40,750.00	2,434.00	0.00	38,316.00	1.0335	39,598.55
3	40,750.00	2,434.00	0.00	38,316.00	1.0335	39,598.55
4	40,750.00	2,434.00	0.00	38,316.00	1.0335	39,598.55
TOTAL	203,290.00	9,736.00	6,269.00	187,285.00	1.0335	193,554.00

- A. INSIDE GROSS AREA: Measured at inside face of glass.
- B. NON RENTABLE AREA: Elevator, mechanical & stair shafts.
- C. BUILDING COMMON AREA: See page 2.
- D. FLOOR RENTABLE AREA: $A. \text{ Inside Gross Area} - (B. \text{ Non Rentable Area} + C. \text{ Building Common Area})$
- E. BUILDING COMMON FACTOR: $(A. \text{ Total} - B. \text{ Total}) / D. \text{ Total}$
- F. NET RENTABLE AREA: $D. \text{ Floor Rentable Area} \times E. \text{ Building Common Factor}$

NORITAKE
associates

EXHIBIT

tabbles

A-3

Exhibit B

Exhibit B

Work Agreement

THIS WORK AGREEMENT is hereby attached to and made part of the Deed of Lease dated _____, 20__, entered into by and between The Board of Supervisors of Fairfax County, Virginia, as Landlord, and Inova Health Care Services, as Tenant (the "Lease"). All capitalized terms used but not defined in this Work Agreement have the same meanings as they have in the Lease.

ARTICLE 1: LANDLORD'S WORK; BASE BUILDING IMPROVEMENTS

A. Landlord's Work. Landlord covenants and agrees to construct, or cause to be constructed, the Base Building Work (as defined herein) in substantial conformance with the conceptual plans prepared by Noritake Associates for which a list of plan sheets and dates is attached hereto as **Exhibit 1** hereto (the "**Approved Design Documents**") The "**Base Building Work**" shall mean the construction of the Building core and shell, the parking garage, and the core and shell of the Premises. The core and shell of the Premises is set forth on **Exhibit 2**. Landlord further covenants and agrees to construct, or cause to be constructed, any site work for the Property set forth in site plans (except for any such site work constituting Common Infrastructure, as defined in that certain Infrastructure Development Agreement between Landlord and Tenant), as finally approved by the governmental authorities having jurisdiction therefor (the "**Site Work**"). The Site Work and the Base Building Work shall be referred to as "**Landlord's Work.**" Any material changes to, material deviations from, or material additions to the information set forth on the Approved Design Documents ("**Reviewable Changes**") shall be made by or at the direction of Landlord and, if such changes relate to the Premises, such changes shall be subject to Tenant's approval, which approval (i) shall not be unreasonably withheld, conditioned or delayed by Tenant, (ii) shall be required within fifteen (15) days after receipt by Tenant of any such proposed changes to the Approved Design Documents; and (iii) shall be deemed given if reasonable written objections thereto are not furnished to Landlord within such fifteen (15) day period. Tenant shall have no right to object to matters that are provided in keeping with industry standard and which do not unduly restrict or interfere with its proposed fit out, use or occupancy of the Premises or which do not materially increase the cost to Tenant of the same.

B. Building Plans and Specifications. Within fifteen (15) days of completion and prior to building permit or site plan submission, Landlord shall forward to Tenant one (1) set of plans and specifications for the construction of Landlord's Work, which shall be prepared substantially in accordance with the Approved Design Documents. Landlord shall revise the plans and specifications to include Tenant's reasonable written comments with respect to any Reviewable Changes that are related to the Premises and resubmit them to Tenant. Within fifteen (15) business days after Tenant's receipt of such revised plans and specifications, Tenant shall review the revised plans and specifications as they relate to the Premises and either approve them or provide reasonable comments to the same (which comments shall be limited to those items raised in the initial comments from Tenant). Landlord shall revise the plans and

specifications to include such reasonable written comments by Tenant, and the pattern shall continue until the Tenant has approved the plans and specifications. As revised and approved by Tenant, the plans and specifications shall be referred to as the "**Building Plans and Specifications.**"

ARTICLE 2: DELIVERY OF LANDLORD'S WORK

A. Landlord shall tender possession of the Premises to Tenant on the date following issuance of a core and shell certificate of occupancy that the Base Building Work is substantially complete (the "**Turnover Date**"). As used herein, the term "substantially complete" or "substantial completion" or similar phrase, shall mean the work is complete except for minor, insubstantial details of construction, decoration, mechanical adjustment or installation. Within five (5) days following the Turnover Date, Landlord and Tenant shall meet and prepare a written punch list setting forth any incomplete and defective items of Base Building Work (the "**Punch List**"). Landlord shall use diligent efforts to perform or cause all items of work disclosed in the Punch List to be fully performed within sixty (60) days following the Turnover Date. Within five (5) business days of the Turnover Date (or the date on which the Turnover Date is deemed to occur), Landlord and Tenant shall execute a declaration confirming the Turnover Date and the substantial completion of all Landlord construction obligations except for the Punch List items.

B. Quality of Landlord's Work. Landlord shall perform (or cause to be performed) Landlord's Work in a good and workmanlike manner, using new materials, substantially in accordance with the Building Plans and Specifications and site plan, and in compliance with all applicable laws, rules, regulations, and ordinances ("**Laws**").

ARTICLE 3: TENANT'S WORK

A. Tenant's Space Plans. Tenant shall submit to Landlord space plans, prepared by Tenant's Architect (as defined in Article 3.E. hereof) for Tenant's Work (as defined in Article 3.D. hereof) ("**Space Plans**"). Landlord's review of Space Plans as provided in this Section 3.A. shall be limited to those aspects of the Space Plans that either (i) have a material effect on the structure or systems of the Building; (ii) are visible from the exterior of the Building or from any of the common or public areas thereof; or (iii) have a material effect on Landlord's efforts to obtain LEED certification for the Building as set forth in the Lease, and in each event of review, Landlord's approval of the Space Plans shall not be unreasonably withheld, conditioned or delayed. Landlord shall have no right to object to matters that are provided in keeping with industry standard. Within fifteen (15) days after Landlord's initial receipt of such Space Plans, Landlord shall either approve the Space Plans or provide written comments to same. Tenant shall revise the Space Plans to include Landlord's reasonable written comments and resubmit the Space Plans to Landlord for review. Within fifteen (15) days after Landlord's receipt of such revised Space Plans, Landlord shall either approve the revised Space Plans or provide comments to same (which comments shall be limited to the subject of those comments raised initially by Landlord). Tenant shall revise the Space Plans to include Landlord's reasonable written comments, and the pattern shall continue until the Landlord has

approved the Space Plans.

B. Tenant's Design Development Drawings. Tenant shall submit to Landlord 100% design development drawings, [referred to as Design Development Documents under the AIA design standard] for the work to be performed by Tenant under Article 3 hereof (the "**Design Development Drawings**"), which Design Development Drawings shall substantially conform with the approved Space Plans and shall be completed at Tenant's sole cost and expense. Landlord's review of Design Development Drawings as provided in this Section 3.B. shall be limited to those aspects of the Design Development Drawings that either (i) have a material effect on the structure or systems of the Building; (ii) are visible from the exterior of the Building or from any of the common or public areas thereof; or (iii) have a material effect on Landlord's efforts to obtain LEED certification for the Building as set forth in the Lease, and in each event of review, Landlord's approval of the Design Development Drawings shall not be unreasonably withheld, conditioned or delayed. Landlord shall have no right to object to matters that are provided in keeping with industry standard. Within fifteen (15) days after Landlord's initial receipt of such Design Development Drawings, Landlord shall either approve the Design Development Drawings or provide written comments to same. Tenant shall revise the Design Development Drawings to include Landlord's reasonable written comments and resubmit the Design Development Drawings to Landlord for review. Within fifteen (15) days after Landlord's receipt of such revised Design Development Drawings, Landlord shall either approve the revised Design Development Drawings or provide comments to same (which comments shall be limited to the subject of those comments raised initially by Landlord). Tenant shall revise the Design Development Drawings to include Landlord's reasonable written comments, and the pattern shall continue until Landlord has approved the Design Development Drawings. The Tenant shall have no obligation to remove, at the expiration of the tenancy, any of the Tenant Work described on the Design Development Drawings that are approved by the Landlord.

C. Tenant's Final Construction Documents. Tenant shall submit to Landlord final construction documents [referred to as Construction Documents in the AIA design standard] prepared by Tenant's Architect, Tenant's MEP Engineer and Tenant's Structural Engineer (as each term is defined in Article 3.E. hereof), substantially in conformity with the Design Development Drawings, for all work to be provided by Tenant under Article 3 hereof (the "**Tenant's Final Construction Documents**"), which Tenant's Final Construction Documents shall be completed at Tenant's sole cost and expense. Landlord's review of Tenant's Final Construction Documents as provided in this Section 3.C. shall be limited to those aspects of the Tenant's Final Construction Documents that either (i) have a material effect on the structure or systems of the Building; (ii) are visible from the exterior of the Building or from any of the common or public areas thereof; or (iii) have a material effect on Landlord's efforts to obtain LEED certification for the Building as set forth in the Lease, and in each event of review, Landlord's approval of the Tenant's Final Construction Documents shall not be unreasonably withheld, conditioned or delayed. Landlord shall have no right to object to matters that are provided in keeping with industry standard. Within fifteen (15) days after Landlord's initial receipt of such Tenant's Final Construction Documents, Landlord shall either approve the Tenant's Final

Construction Documents or provide written comments to same. Tenant shall revise the Tenant's Final Construction Documents to include Landlord's reasonable written comments and resubmit the Tenant's Final Construction Documents to Landlord for review. Within fifteen (15) days after Landlord's receipt of such revised Tenant's Final Construction Documents, Landlord shall either approve the revised Tenant's Final Construction Documents or provide comments to same (which comments shall be limited to the subject of those comments raised initially by Landlord). Tenant shall revise the Tenant's Final Construction Documents to include Landlord's reasonable written comments, and the pattern shall continue until the Landlord has approved the Tenant's Final Construction Documents.

D. Tenant's Work; Modifications to Tenant's Plans. The Tenant's Final Construction Documents, as approved by Landlord, shall thereupon collectively constitute the "**Tenant's Plans.**" Tenant shall improve the Premises in accordance with the Tenant's Plans in a good and workmanlike manner and in accordance with all laws, including the ADA, at Tenant's sole cost and expense. From and after the date of Landlord's approval of the Tenant's Plans, any changes to the Tenant's Plans that either (i) have a material effect on the structure or systems of the Building; (ii) are visible from the exterior of the Building or from any of the common or public areas thereof; or (iii) have a material effect on Landlord's efforts to obtain LEED certification for the Building as set forth in the Lease, shall be subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall have no right to object to matters that are provided in keeping with industry standard. Within fifteen (15) days after Landlord's receipt of such requested changes to Tenant's Plans (or, if Landlord requires additional time to review such modifications, Landlord shall send written notice to Tenant thereof during such fifteen (15)-day period, upon which, the fifteen (15) days shall be extended to thirty (30) days), Landlord shall either approve the Tenant's Plans, as modified, or provide written comments to same. Tenant shall revise the Tenant's Plans to include Landlord's reasonable written comments and resubmit the Tenant's Plans to Landlord for review. Within fifteen (15) days after Landlord's receipt of such revised Tenant's Plans, Landlord shall either approve the revised Tenant's Plans or provide comments to same (which comments shall be limited to the subject of those comments raised initially by Landlord). Tenant shall revise the Tenant's Plans to include Landlord's reasonable written comments, and the pattern shall continue until the Landlord has approved the Tenant's Plans with the requested modifications. Landlord's approval of the Tenant's Plans shall constitute approval of Tenant's design concept only and shall in no event be deemed a representation or warranty by Landlord as to whether the Tenant's Plans comply with any and all Laws applicable to the Tenant's Plans and Tenant's Work. The work set forth in the Tenant's Plans is hereinafter referred to as "**Tenant's Work.**"

In the performance of Tenant's Work, Tenant shall comply with all applicable Laws. Tenant shall obtain all permits, certificates and other governmental approvals from all governmental entities having jurisdiction thereover which are necessary for the prosecution and completion of Tenant's Work, it being agreed that Landlord shall cooperate, at no expense to Tenant, with Tenant's procurement of such permits, certificates and other governmental approvals to the extent that Landlord's cooperation

or execution of applications therefor is required. Tenant's Work shall include, but not be limited to, the cost of all permits and governmental inspections, all architectural and engineering fees, moving related expenses including cabling, consultant fees, and furniture which shall be affixed in the Premises and remain in the Premises, Tenant's signage, the preparation and delivery to Landlord of a complete set of record drawings showing Tenant's Work (the "Record Drawings"), which Record Drawings shall be provided to Landlord in computer-readable format (e.g., CAD) and hard copy not later than the sixtieth (60th) day following the substantial completion of Tenant's Work.

E. Tenant's Consultants and Contractors.

(1) *Tenant's Consultants.* In the design of the Tenant's Work, Tenant shall use the design services of a licensed, professional architect as designated by Tenant and approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed ("Tenant's Architect"). Tenant shall use the engineering services for the mechanical, electrical, and plumbing engineering of Tenant's Work of a licensed, professional engineer as designated by Tenant and approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed ("Tenant's MEP Engineer"). Tenant shall use the structural engineer employed by Landlord for the Building to design the structural portions of Tenant's Work ("Tenant's Structural Engineer"). Landlord and Tenant agree that the list of design professionals set forth on **Exhibit 3** hereto are deemed approved by Landlord.

(2) *Tenant's Contractors.* In the construction of the Tenant's Work, Tenant shall use the construction services of a licensed, professional general contractor as designated by Tenant and approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed ("Tenant's General Contractor"). Prior to commencing Tenant's Work, Tenant shall provide to Landlord the name and address of all subcontractors performing work to the mechanical, electrical, plumbing and fire and life safety systems of the Building (the "Major Subcontractors"), which shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Landlord and Tenant agree that the list of contractors set forth on **Exhibit 3** hereto are deemed approved by Landlord.

(3) *Contractor Insurance.* Prior to the commencement of any of Tenant's Work, Tenant shall deliver to Landlord, with respect to the Tenant's General Contractor and the Major Subcontractors that Tenant intends to employ to perform any of Tenant's Work, a certificate of insurance from each such Tenant's General Contractor or Major Subcontractor specifying Landlord as an additional insured and evidencing that each such Tenant's General Contractor or Major Subcontractor has obtained the following insurance coverages:

(i) commercial general liability insurance, on a standard ISO form or its equivalent, which shall include independent contractor's liability coverage, contractual liability coverage, products and completed operations coverage, and a "per project" endorsement, to afford protection, with limits for each occurrence, of not less than Two Million Dollars (\$2,000,000) combined single limit with respect to bodily injury

and property damage;

(ii) comprehensive automobile liability insurance for owned, non-owned, and hired vehicles with limits for each occurrence of not less than One Million Dollars (\$1,000,000) with respect to bodily injury or death and One Million Dollars (\$1,000,000) with respect to property damage; and

(iii) worker's compensation and employer's liability insurance in form and amounts required by law.

Tenant's General Contractor and Major Subcontractors shall also comply with other reasonable requirements of Landlord.

F. Tenant's Construction and Move-In. Tenant's contractors shall be provided sufficient power and water as necessary and required in connection with Tenant's Work in the Premises. Tenant shall pay the reasonable cost of the Building engineer, or other Building personnel who may be required to be present at the Building, at the time of Tenant's move-in to the Premises. Landlord and Tenant shall cooperate to develop a reasonable allocation of the cost and responsibility for securing both the Building and each party's construction site at the Building prior to the Turnover Date, while Tenant's Work is being completed.

Article 5: Tenant Delay

Tenant Delay. As used herein and in the Lease, the term "Tenant Delay" shall mean any actual delay in Landlord's ability to substantially complete the Landlord's Work caused by: (1) any act or omission of Tenant or its employee, agent, contractor, or subcontractor that interferes with Landlord's Work; (2) Tenant's failure to timely provide comments or approvals in connection with the Building Plans and Specifications and/or the Approved Design Documents; or (3) any Tenant-proposed changes to the Building Plans and Specifications, Approved Design Documents, or site plans that are made subsequent to the approval of such documents by Tenant as provided in Article 1. In the event of one or more Tenant Delays, the Turnover Date shall be the date that Landlord would have substantially completed the Landlord's Work but for such Tenant Delay(s).

LANDLORD:

BOARD OF SUPERVISORS OF FAIRFAX
COUNTY, VIRGINIA, acting in its proprietary
capacity and not its governmental or regulatory
capacity.

By: _____

Name: Anthony H. Griffin

Title: County Executive

TENANT:

INOVA HEALTH CARE SERVICES
By: Inova Health System Foundation,
its Sole Member

By: _____

Name: Richard C. Magenheimer

Title: Chief Financial Officer

Exhibit 1

EXHIBIT 1
Approved Design Documents

Dwg No.	Drawing Title	Date
	Cover Sheet	July 13, 2010
A-200	Architectural Site Plan	June 2010
A-210	Architectural Site Sections	June 2010
A-211	Architectural Parking Structure Sections	June 2010
A-400	Option A - Cellar Plan West	June 2010
A-401	Option A - Cellar Plan East	June 2010
A-402	Option A - Level 1 Plan West	June 2010
A-403	Option A - Level 1 Plan East	June 2010
A-404	Option A - Levels 2, 3, 4 Plan West	June 2010
A-405	Option A - Levels 2, 3, 4 Plan East	June 2010
A-500	Option A - Elevations West & South	June 2010
A-501	Option A - Elevations East & North	June 2010
A-502	Option A - Enlarged Elevations	June 2010
A-503	Option A - Enlarged Elevations	June 2010
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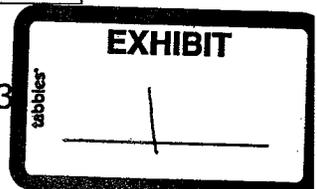


EXHIBIT 1

Approved Design Documents

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E-105	Electrical – Typical Floor Plan – Floors 2 nd -4 th	June 15, 2010
E-106	Electrical – Typical Floor Plan – Floors 2 nd -4 th	June 15, 2010
E-401	Electrical – Typical Floor Plan – Floors 2 nd -4 th	June 15, 2010
E-402	Electrical – Typical Floor Plan – Floors 2 nd -4 th	June 15, 2010
E-403	Electrical – Cellar Floor Plan	June 15, 2010
E-501	Electrical – Detail Sheet	June 15, 2010
E-502	Electrical – Detail Sheet	June 15, 2010
E-503	Electrical – Detail Sheet	June 15, 2010
E-601	Electrical – Detail Sheet	June 15, 2010
E-602	Electrical – Detail Sheet	June 15, 2010
E-901	Electrical – Detail Sheet	June 15, 2010
A-101-1	Option A – Phase 1- 3 Bays Ground Tier Plan	undated
A-102-1	Option A – Phase 1- 3 Bays Second Tier Plan	undated
A-103-1	Option A – Phase 1- 3 Bays Third Tier Plan	undated
A-104-1	Option A – Phase 1- 3 Bays Top Tier Plan	undated
B-101-1	P/C – Phase 1 – 3 Bays Ground Tier Plan	undated
B-102-1	P/C – Phase 1 – 3 Bays Second Tier Plan	undated
B-103-1	P/C – Phase 1 – 3 Bays Third Tier Plan	undated

EXHIBIT 1
Approved Design Documents

B-104-1	P/C – Phase 1 – 3 Bays Fourth Tier Plan	undated
B-105-1	P/C – Phase 1 – 3 Bays Top Tier Plan	undated
B-301-1	C.I.P/P/C – Phase 1 – 3 Bays Ground Tier Plan	undated
B-302-1	C.I.P/P/C – Phase 1 – 3 Bays Second Tier Plan	undated
B-303-1	C.I.P/P/C – Phase 1 – 3 Bays Third Tier Plan	undated
B-304-1	C.I.P/P/C – Phase 1 – 3 Bays Fourth Tier Plan	undated
B-305-1	C.I.P/P/C – Phase 1 – 3 Bays Top Tier Plan	undated

All drawings prepared by Noritake Associates and its consultants.

Exhibit 2

EXHIBIT 2

Landlord's Obligations for Core & Shell of Tenant's Premises

County Obligations

- General
 - Elevator(s) shall be installed with an access control system that prevents unauthorized access to the Tenant's floor
 - Building directory in the lobby with adequate space for Tenant's directory listings (County provides the directory listings)
 - Landlord shall provide an 100 SF space on the roof for Tenant to install supplemental HVAC equipment. Any additional equipment shall not exceed a loading of 50psf and tenant shall use the building roofing subcontractor for any roof penetrations to maintain all roof warranties.
- Structural
 - Slab to Slab height adequate to allow a minimum eight foot six inch (8'-6") clear finished ceiling height. Plenum will accept standard office ductwork and life safety systems.
 - Floor levelness to meet ACI specifications for the appropriate classification of concrete slabs
 - Loading capacity of 80 psf live + 20 psf partition = 100 psf total load
- Core/Site
 - Typical Public Restrooms at each core to meet IBC codes including all plumbing fixtures, finishes, toilet partitions, toilet accessories, etc., to provide complete and functioning restrooms. Restrooms shall be located to stack with restrooms on floors 1-3.
 - A janitor's closet with a mop sink and code required exhaust at each core
 - Water fountains will be provided on the 4th floor, located to stack with those on floors 1-3.
 - Gypsum board on all core walls, taped and finished ready for paint.
 - Fire Alarm devices and exit signage at the emergency exit stairs
- Tenant Space Specifications
 - Perimeter bulkhead, if any, and exterior columns are finished with gypsum board, ready for paint
 - Perimeter kneewall is finished with gypsum board, ready for paint.

EXHIBIT 2

Landlord's Obligations for Core & Shell of Tenant's Premises

- Gypsum Board partitions at the core are finished ready for paint
- Adjustable 1" horizontal metal mini-blinds installed at the vision glass of the exterior windows, or blinds consistent with floors 1-3 of the building.
- Plumbing
 - Domestic Hot water and sanitary for core restrooms
 - All fixtures for the core restrooms
 - Provisions for connection of tenant plumbing in the form of wet stacks (sanitary waste and vent, condensate drains and domestic cold water) and connections at the core restrooms for sanitary waste and vent and domestic cold water
- HVAC system
 - The HVAC systems shall be designed to produce the desired space temperature and air quality conditions while employing the following design criteria.

Indoor Design Conditions

Summer - 75° F DB/50%RH (+/- 2 degrees & +/- 5% RH)

Winter - 72° F DB (+/- 2 degrees)

Outside Design Conditions: per ASHRAE guidelines for the Washington DC metro area

Internal Heat gain based on:

1000sf/7 occupants

Lighting load at 1 watt/SF

Equipment load at 3.5 watts/SF

- A dedicated RTU with capacity to meet the above design conditions with a plenum cavity for return air. The unit shall be designed to allow for small HVAC zones on the floor in an effort to reduce after-hours HVAC costs
- Furnish and install the vertical supply duct (including all sound lining) and the horizontal insulated main trunk duct to provide a continuous loop on the 4th floor.
- VAV Boxes complete with all thermostats/sensors, control wiring and DDC control boards will be provided as follows:
 - Interior Zones: 1 VAV box per 1000 sf with resistive electric heating coils.
 - Exterior Zones: 1 VAV box per 800 sf. Shut off type VAV boxes with resistive electric heating coils.

EXHIBIT 2

Landlord's Obligations for Core & Shell of Tenant's Premises

- All VAV Boxes will be stocked on the floor for tenant location and installation.
- An Energy Management System, with County standard software, will be provided to monitor and control mechanical equipment functions for the entire building from a remote location. System will be managed and controlled by County Facilities Management Department. The County shall provide connections to the system near each core on the fourth floor for connection of the Tenant installed VAV boxes
- Fire and Life Safety
 - Sprinkler mains designed at a ratio 1 head per 100 square feet. Laterals and upright sprinkler heads are installed upright at code minimums but not less than a ratio of 1 head per 225 SF
 - Fire Alarm System
 - A complete system as required for the building to obtain a core and shell occupancy permit
 - Capacity and connection points for Tenant installed devices, including two (2) "blanks" in the fire alarm annunciator panel
- Electrical System
 - A 3-phase 4-wire 277/480 volt main service will be provided.
 - Watts per S.F. design capacity:

Area	Load	Watts/USF
Office Floors	Lighting/Receptacles	1.0/4.0
Service Area	Lighting/Receptacles	1.0/1.0
 - Switchboards:
 - Switchboards shall be free standing, copper bus, front accessible, with NEMA 1 enclosure with the utility company C/T section and emergency tap provisions where required. All main branch devices shall be circuit breakers.
 - Electrical closets
 - 1 per 20,000 SF of floor area, (Assumed to be 2 closets per floor). Electrical closets shall be a minimum 6' x 10' and include lighting and any code required exhaust. Located to stack with electrical rooms on floors 1-3.
 - Panel Boards:

EXHIBIT 2

Landlord's Obligations for Core & Shell of Tenant's Premises

- All panel boards shall be constructed with copper bus, in a NEMA 1 enclosure, with bolt-on circuit breaker. Distribution panel boards shall be circuit breaker type rated for the applied A.I.C.
- 480/277 volt lighting panel boards shall be populated with circuit breakers at no less than 80% of their maximum capacity
- 120/208 volt receptacle panel boards shall be populated with circuit breakers at no less than 80% of their maximum capacity
- Separate 120/208 volt panel board(s) for isolated ground and computer workstation/peripheral equipment circuits shall be populated with circuit breakers at no less than 80% of their maximum capacity
 - K-4 rated transformer for receptacle loads
 - Emergency power circuits, risers and connections for lights, security and fire alarm system
- Generator: Emergency generator will provide power to life-safety systems and other legally required stand by systems (One Elevator, Fire Pump systems, etc.)
- Provide for one telephone/data closet per 20,000 SF of floor area (Assumed to be 2 closets per floor). Closets shall be located to stack with floors 1-3 and include lighting and any code required exhaust.
 - Backboards shall be provided – one 4' x 8' ½" FRT Plywood.
 - Two 4" conduits (with pull strings) for Tenant's exclusive use will be provided to connect from the main telephone room to each of the telephone closets

Inova Obligations

- Architectural finishes for the elevator lobby (Assuming Inova is a full floor user)
- All space fit-out with the exception of the County Obligations heretofore listed.
- Plumbing
 - Domestic Hot Water in any location other than the core restrooms. Additional hot water requirements will not be connected to the base building hot water heaters.

EXHIBIT 2

Landlord's Obligations for Core & Shell of Tenant's Premises

- HVAC
 - Additional VAV boxes to meet the office room layouts
 - Flex duct, diffusers and return air grilles
 - Supplemental HVAC systems, if any
- Turning sprinkler heads down, head relocation and additional heads necessary to meet the Inova space layout
- Fire and Life Safety
 - Devices within the space

Exhibit 3

Exhibit 3
to
Work Agreement

Architects

Architecture Inc.
Davis Carter Scott, Ltd.
RTKL
Perkins & Will Architects
RSG Architects
Orsak Architects

MEP engineers

GHT Ltd
RMF Engineering
TOLK
KTA Engineering

Contractors

Hitt Contracting
James G. Davis Construction
Coakley & Williams
ADI
Twin Contracting

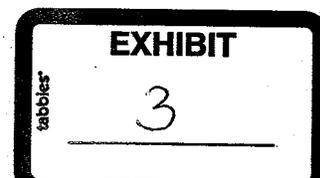


Exhibit C

Exhibit C

Rent Calculation Narrative and Methodology

Minimum Annual Rent will be calculated according to this Rent Calculation Narrative and the Rent Calculation Methodology as shown on the attached spreadsheet. The cost and square footage numbers shown on the attached spreadsheet are for illustrative purposes only. Final numbers will be determined based on the process described below.

Net Rentable Area

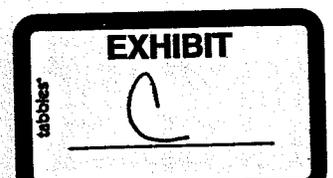
As provided in Section 1.01 of the Lease, the Net Rentable Area will be determined after substantial completion of the Premises to reflect the precise as-built measurements of the Premises in accordance with the modified BOMA methods of measurement as described on Exhibit A-2.

Hard Costs

For purposes of the attached spreadsheet, construction costs will be split into four categories: 1) Site Work; 2) Base Building Core and Shell; 3) County Interiors; and 4) Parking Structure. County's costs to fit out the Premises, as described on Exhibit 2 (Landlord's Obligations for Core & Shell of Tenant's Premises) to the Exhibit B Work Agreement to the Lease, will be included in the Base Building Core and Shell costs.

County's cost estimating firm, Project Cost, will provide an initial cost estimate based on the Conceptual Design documents for the Building, which estimate will divide the Building cost into the four categories described above. After this initial cost estimate is complete, County and Inova will review the methodology for the cost allocations and coordinate with Project Cost to make any necessary revisions.

At such time that County advertises the project for bid, County will include a requirement for its General Contractor to allocate the cost of the County Interiors separately from the other costs as described herein. Following contract award, County and Inova will review the schedule of costs prepared by the selected General Contractor, and if the cost allocation is not in general conformance with the methodology agreed upon in the Project Cost cost estimate, County



will coordinate with the General Contractor and Project Cost to reconcile the differences.

Prior to Inova occupancy, General Contractor will submit an updated schedule of costs with the cost of County Interiors allocated separately from the other building costs. If County determines that the updated schedule of costs has not been allocated in a manner generally conforming to the agreed upon allocation of the initial bid, County will coordinate with the General Contractor and Project Cost to reconcile the differences. The final schedule of costs, inclusive of all change order costs and agreed upon projected cost obligations will be input into the Rent Calculation Methodology spreadsheet and submit it to Inova for review and approval.

Soft Costs

The Soft Cost component will include only those costs associated with the design and construction of the base building (not including the County Interiors), site, and parking structure. Such costs will include: all architectural and engineering fees, project-related County staff costs, a maximum of \$100,000.00 for outside attorney fees related to the design and construction of the project, permits and fees, utility fees and connection charges, site and parking structure, testing and inspection, quality control, value engineering, commissioning, title insurance, and LEED consultant costs. All soft costs incurred prior to Inova occupancy shall be included in the Rent Calculation Methodology spreadsheet.

Land Value

The lease rate attributable to the value of the land is fixed at one dollar (\$1.00) per square foot of Net Rentable Area per year.

Bond Amortization Period

For purposes of the Rent Calculation Methodology the Bond Amortization Period will be 25 years.

Mid-County Community Services Building

Willow Oaks

Rent Calculation Methodology

7/23/2010

Assumptions

Base Building

Total Rentable Square Footage	193,554	From Nortitake Preliminary Area Calcs dated 7/20/2010
Inova Rentable Square Footage	39,599	From Nortitake Preliminary Area Calcs dated 7/20/2010
Inova Percentage of Rentable Square Footage	20.459%	

Parking Structure

Total Parking Spaces	693
Inova Parking Spaces	160
Inova Percentage of Parking Spaces	23.088%

Costs

		%		\$	
		Inova	County	Inova	County
Hard Costs					
Site Work*	\$18	20.459%	79.541%	\$4	\$14
Base Building Core and Shell	\$274	20.459%	79.541%	\$56	\$218
County Interiors	\$95	0.000%	100.000%	\$0	\$95
Parking Structure	\$101	23.088%	76.912%	\$23	\$78
Total Hard Costs	\$489			\$83	\$406
	Inova Blended Percentage of C&S, Sitework and Interiors Hard Costs			15.424%	
	Inova Blended Percentage of Total Hard Costs			17.012%	

		%		\$	
		Inova	County	Inova	County
Soft Costs					
Architecture and Engineering					
Base Building	\$15	15.424%	84.576%	\$2	\$13
Parking Structure	\$9	23.088%	76.912%	\$2	\$7
Permits and fees	\$4	17.012%	82.988%	\$1	\$3
Utility Connection Charges	\$3	20.459%	79.541%	\$1	\$2
Testing & Inspection	\$3	20.459%	79.541%	\$1	\$2
Other Soft Costs	\$4	17.012%	82.988%	\$1	\$3
	\$37			\$7	\$30
Subtotal Hard and Soft Costs	\$526			\$90	\$436
	Inova Blended Percentage of Total Hard and Soft Costs			17.103%	

		%		\$	
		Inova	County	Inova	County
Financing					
Financing Placement Costs	\$18	17.103%	82.897%	\$3	\$15
Capitalized Bond Interest during Construction	\$51	17.103%	82.897%	\$9	\$42
Subtotal Financing Costs	\$69			\$12	\$57
Total Development Costs	\$595			\$102	\$493

Inova Rent Calculation

Assumptions

Bond Interest Rate	3.50%
Bond Amortization Period (years)	25
Annual Rent -Development Costs (\$)	TBD
Annual Rent - Land Cost (\$)	\$39,599
Total Annual Rent (\$)	#VALUE!
Annual Rent Per Rentable Square Foot	#VALUE!

* Site work to include County share of common infrastructure costs

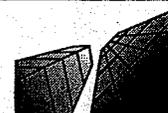


Exhibit H to Contract of Sale

DEED OF GROUND LEASE

[WOODBURN MENTAL HEALTH]

BETWEEN

INOVA HEALTH CARE SERVICES

AS LANDLORD

and

THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

AS TENANT

DATED: _____, _____, 20__

DEED OF GROUND LEASE

THIS DEED OF GROUND LEASE (the "Lease") is made and entered into as of the _____ day of _____, 20__ (the "Effective Date"), by and between INOVA HEALTH CARE SERVICES (the "Landlord"), and THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia in its proprietary capacity, and not in its governmental or regulator capacity ("Tenant"), with reference to the following:

RECITALS:

(A) Landlord is the owner, in fee simple, of a certain parcel of real property, which consists of approximately 5.41 acres of land, situated in Fairfax County, Virginia shown as "Parcel G" on Exhibit A attached hereto and made a part hereof (the "Land").

(B) Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, a 0.53 acre portion of the Land upon the terms and subject to the conditions hereinafter provided. The portion of the Land to be leased is described and shown as "Lease Area" on the legal description and plat attached hereto and made a part hereof as Exhibit B, and together with all improvements including but not limited to buildings now or hereinafter situated thereon, is collectively referred to as the "Premises".

NOW, THEREFORE, in consideration of the rent, and the covenants and agreements herein contained, Landlord and Tenant hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01 Fundamental Provisions.

Each reference in this Lease to information and definitions contained in this Section and the use of terms defined in this Section 1.01 shall be deemed to refer to and shall have the following meanings:

- A. "Term": Commencing on the Effective Date and ending on the MCCSC Occupancy Date as defined in Section 1.01(G).
- B. "Expiration Date": The MCCSC Occupancy Date as defined in Section 1.01(G).
- C. "Base Rent": Ten and No/100 Dollars (\$10.00) annually, to be paid on each anniversary of the Effective Date for the first three (3) years of the Term after which the Base Rent shall increase to Forty Thousand and No/100 Dollars (\$40,000.00) per month, to be paid on the first of each month thereafter. Notwithstanding the foregoing, if in reference to that Contract of Sale between the parties dated _____,

2010, the parties have proceeded to Second Closing as provided in Section 27(a)(iii)(F), then the initial annual Base Rent for this Lease of Ten and no/100 Dollars (\$10.00) annually shall be paid on each anniversary of the Effective Date (or pro rated accordingly) for a period of thirty-two (32) months following the date that the County Site Preparation Requirements have been satisfied by Inova, after which the Base Rent for this Lease shall increase to Forty Thousand and No/100 Dollars (\$40,000.00) per month, to be paid on the first of each month thereafter.

D. "Default Rate": shall be a rate equal to the prime lending rate as published in the Wall Street Journal, as of the date of the respective expenditure to which it shall apply as provided herein, plus 4%.

D. "Governmental Authorities": means all governmental or quasi-governmental officials, agencies, bodies or governments having jurisdiction over the Land including, without limitation, Fairfax County, in its governmental capacity, and the Commonwealth of Virginia.

E. "Land Records": means the land records of Fairfax County, Virginia.

F. "Landlord's Address for Notices":

Inova Health Care Services
8110 Gatehouse Road, Suite 200E
Falls Church, Virginia 22042
Attention: H. Patrick Walters
Facsimile No: 703-289-2074
Phone: 703-289-2021

With a copy to:

Inova Health Care Services
8110 Gatehouse Road, Suite 200E
Falls Church, Virginia 22042
Attention: John Gaul, Esq.
Facsimile No: 703-289-2074
Phone: 703-289-2021

And with a copy to:

Timothy S. Sampson
Walsh, Colucci, Emrich, Lubeley, & Walsh, P.C.
2200 Clarendon Boulevard, Suite 1300

Arlington, Virginia 22201
Facsimile No: 703-525-3197
Phone: 703-528-4700

- G. "MCCSC Occupancy Date": means the date that is Two Hundred Forty Five (245) days following Tenant's receipt of a Non Residential Use Permit for the floor area that is to be used by Tenant for the mental health services it provides on the Premises, such new floor area to be constructed within Tenant's new Mid County Community Services Center Building on land acquired from Landlord in the Willow Oaks Corporate Center.
- H. "Mortgagee": means one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, (including but not limited to real estate investment trusts) or other Person that (i) is not affiliated with the Tenant; (ii) is regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such lender; and (iii) is the beneficiary of any Mortgage.
- I. "Mortgage": means any deed of trust recorded among the Land Records which was created for the purpose of securing the indebtedness of the Tenant ("Mortgage").
- J. "Person": means individuals, partnerships, associations, corporation, limited liability companies, and any other form of business organization, or one or more of them, as the context may require.
- J. "Tenant's Address for Notices":

Fairfax County
Office of the County Executive
12000 Government Center Parkway, Suite 552
Fairfax, VA 22035
Attn: County Executive
Facsimile No.: 703-324-3956
Phone: 703-324-2531

With a copy to:

Fairfax County
Office of the County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, VA 22035
Attn: County Attorney
Facsimile No.: 703-324-2665
Phone: 703-324-2421

Section 1.02 Exhibits

The following Exhibits are attached to this Lease and by this reference incorporated herein:

- A Land
- B Premises
- C Memorandum of Lease (see Section 29.04)

Section 1.03 Lease Defined

The term "Lease" collectively refers to this Deed of Ground Lease and the Exhibits specified in Section 1.02.

ARTICLE 2
DEMISE

Landlord, for and in consideration of the rents and covenants herein to be paid, kept and performed by Tenant, and upon the condition that all thereof shall be fully paid, kept and performed by Tenant, hereby leases to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, provisions and conditions of this Lease, the Premises.

ARTICLE 2A
PARKING & ACCESS LICENSE

Landlord hereby grants to Tenant, for the Term of this Lease, a license (the "Parking and Access License") to (i) utilize the existing surface parking spaces located on the Land, for the exclusive use by Tenant in connection with Tenant's use of the Premises as provided in Section 7.01 (and for no other use); and (ii) access such parking spaces, the sidewalks and other pedestrian amenities on the Land which serve the Premises. Landlord reserves the right to utilize such areas in any manner and for any purposes that does not unreasonably interfere with the allowed use of Tenant as provided herein. Except for the twenty-six (26) existing surface parking spaces located in the surface parking lot that is south of the Premises, Landlord reserves the right to relocate the licensed parking spaces, access ways, sidewalks and other pedestrian amenities from time to time upon thirty (30) days written notice to Tenant and subject to Tenant approval, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, that Landlord may relocate such spaces and amenities (i) only to land owned by Landlord, adjacent to the Land; (ii) to a location whereby the most distant relocated parking space is no farther than 600 feet from the main entrance to the building currently located on the Premises; and (iii) only after installing: (a) ADA compliant pedestrian ways to provide access between the relocated parking spaces and the building; (b) a safe pedestrian crossing of any roadways on the Hospital campus to a standard consistent with other crosswalks on the Hospital campus; and (c) wayfinding signs for users of the relocated spaces. Landlord shall maintain such areas in

a good and safe condition and Tenant agrees that the condition of the same as of the Effective Date of this Lease is both good and safe. Landlord shall repair any damage to such areas that is caused by Tenant, reasonable wear and tear excepted, and Tenant agrees that all costs and expenses of Landlord connected therewith shall constitute Additional Rent and shall be paid by Tenant to Landlord within ten (10) days following Tenant's receipt of Landlord's written request therefor. Tenant shall provide insurance coverage for such areas as provided in Article 11. The Parking and Access License shall not be revoked by Landlord provided Tenant is not otherwise in default of this Lease beyond any and all applicable notice and cure period(s) contained herein.

ARTICLE 3
TERM

Section 3.01 Term.

The Term of this Lease shall be for the period specified in Article 1, unless sooner terminated upon thirty (30) days written notice by Tenant to Landlord or as otherwise herein provided.

ARTICLE 4
RENT

Section 4.01 Base Rent.

Tenant shall pay to Landlord, on the Effective Date hereof and annually thereafter, the Base Rent, which shall be the amounts specified as Base Rent in Article 1 of the Lease.

Section 4.02 "Additional Rent" and "Rent" Defined.

(a) All sums of money required to be paid by Tenant to Landlord pursuant to this Lease, other than Base Rent, shall be considered "Additional Rent".

(b) The term "Rent" as used in this Lease collectively refers to Base Rent and Additional Rent.

Section 4.03 Interest and Late Charges.

In the event any payment of Rent due hereunder is not paid within ten (10) calendar days after it is due, then Tenant shall also pay to Landlord as Additional Rent a late payment fee equal to four percent (4%) of such delinquent payment of Rent or any component thereof.

ARTICLE 5
CONSTRUCTION, ALTERATIONS AND ADDITIONS

Section 5.01 Construction and Alterations.

During the Term, Tenant shall have the right to construct, alter, repair or replace any improvements upon the Premises in accordance with requirements of all Governmental Authorities; provided, however, that the Tenant must first obtain the written approval of the Landlord of any material alterations or other such activities, such approval not to be unreasonably withheld, conditioned or delayed.

With respect to any work to be performed by Tenant, the Tenant shall provide Landlord with copies of all pertinent plans submitted to Governmental Authorities. Landlord shall have the right of approval of these plans, such approval not to be unreasonably withheld, conditioned or delayed. Landlord shall have the right to attend development and construction meetings that Tenant may have, from time to time, with the appropriate Governmental Authorities with respect to work to be performed by Tenant. The Tenant shall keep Landlord apprised of any such meetings with reasonable advance notice.

Section 5.02 Landlord Cooperation.

Landlord hereby agrees that it will, upon request by Tenant, cooperate with Tenant in its efforts to obtain any necessary permits, but only to the extent Landlord's cooperation is required by applicable Governmental Authorities in order for Tenant to obtain the necessary permits. Notwithstanding the foregoing, Landlord shall not be required to enter into any agreement to apply for any approvals, to join in any application or do any other thing or execute any document if any such act would result in Landlord incurring any cost, liability or obligation.

Section 5.03 Liens.

Tenant agrees that in the event that any mechanic's or other statutory lien shall be filed against the Land or any portion thereof, by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises through Tenant, Tenant within thirty (30) days after receipt of notice of the filing shall cause the lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. However, Tenant shall have the right, before any judgment or foreclosure occurs, to contest the amount or validity of any lien against the Premises or any improvements thereon by appropriate legal proceedings diligently conducted in good faith. If Tenant shall fail to cause any lien to be discharged or contested as aforesaid, then in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge it either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit, bond, or other proceedings. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith together with interest thereon at the Default Rate from the respective dates of Landlord's making of the payments

and incurring of the costs and expenses, shall constitute Additional Rent and shall be paid by Tenant to Landlord on demand.

ARTICLE 6
NOTICES

Any notice or demand which either party to this Lease is required or desires to give shall be given in writing to Landlord's Address for Notices or Tenant's Address for Notices, as provided in Section 1.01, as may be applicable, subject to the right of either party by notice similarly given to the other party to change their respective address. All payments by Tenant to Landlord pursuant to any provision of this Lease shall be made without offset and in the lawful money of the United States. Such payments shall be delivered to Landlord's Address for Notices or to such other place as Landlord shall from time to time designate by notice in writing to Tenant. All notices or demands shall be given by registered or certified mail, return receipt requested, or by any overnight or express mail service which provides evidence of delivery. All notices and demands given in accordance with the provisions of this Article shall be conclusively deemed to have been delivered on the date of first attempted delivery, notwithstanding the refusal by either party to accept delivery.

ARTICLE 7
USE AND OPERATING REQUIREMENTS

Section 7.01 Use of Premises.

The Premises and all improvements located thereon may be used by Tenant only to provide non-residential (i.e. out-patient) mental health services, and for no other use without the Landlord's prior written consent, which consent may be given or withheld in Landlord's sole and absolute discretion.

Section 7.02 Hazardous Materials.

(a) Tenant hereby agrees that it shall not use, store, dispose, release, spill, discharge or emit Hazardous Materials on the Land or the Premises except for nominal amounts used in the ordinary course of Tenant's business.

(b) As used in this Lease, the term "Hazardous Materials" shall include, without limitation:

(i) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances," or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. §9601 *et. seq.*), as amended by Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976, and the Hazardous Materials Transportation Act, and in the regulations promulgated pursuant to said laws, all as amended;

(ii) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (of any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(iii) Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to the Clean Water Act, 33 U.S.C. §1251 *et. seq.* (33 U.S.C. §1321), (E) flammable explosives, or (F) radioactive materials; and

(iv) Such other substances, materials and wastes which are or become regulated as hazardous or toxic under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

ARTICLE 8
NET LEASE

Section 8.01 Net Lease.

It is the intention of the parties hereto that this Lease is a "net lease" and that Landlord shall receive the Rent hereinabove provided as net income from the Premises, not diminished by

(a) any imposition of any public authority of any nature whatsoever during the entire Term of this Lease, notwithstanding any changes in the method of taxation or raising, levying or assessing any imposition, or any changes in the name of any imposition,

(b) the cost of any maintenance, utilities, insurance or other expenses or charges required to be paid to maintain the Premises,

(c) any other costs or expenses involved in the care, management, use, construction and operation of the Premises or any improvements thereto, or

(d) any other impositions, charges, costs or expenses whatsoever.

All such impositions, costs, expenses and charges shall be paid by Tenant from and after the Effective Date of this Lease and during the entire Term of this Lease. When in this Lease any provision is made for the doing of any act by Tenant, the act shall be done by Tenant at its own cost and expense.

Section 8.02 Maintenance by Tenant.

(a) Landlord is not and shall not be required to render any services of any kind to Tenant, nor to maintain, repair, rebuild or restore the Premises or any part of any of the foregoing, and Tenant hereby expressly waives the right to make repairs at the expense of

Landlord, which right may be provided for in any statute or law, whether in effect at the time of execution and delivery of this Lease or hereafter enacted.

(b) Tenant covenants and agrees to repair and maintain (or cause to be maintained and repaired) the Premises in good condition and repair (normal wear and tear permitted) in conformity with the requirements of all Governmental Authorities. Tenant shall not cause, permit or suffer any material waste of the Premises.

(c) If Tenant shall fail to comply with its repair and maintenance obligations hereunder within thirty (30) days after receiving written notice from Landlord, then Landlord shall have the right to perform such repair and maintenance obligations hereunder and the cost of such repair and maintenance obligations shall be considered Additional Rent hereunder, in addition to all of Landlord's remedies set forth in this Lease.

ARTICLE 9
UTILITIES

Tenant shall be solely responsible for installing (if required) and arranging for utility lines and services (existing and future) to and for the Premises and Tenant's improvements and operations thereon (existing and future) and Tenant shall itself pay promptly all deposits, rents, costs, tap-in fees and other charges and fees for water service, sewer service, gas, electricity, light, heat, steam, power, telephone and other communication services, and any and all other utility services desired, rendered or supplied to or in connection with the Premises or any improvements thereto.

ARTICLE 10
TAXES

Section 10.01 Payment by Tenant of Taxes.

(a) Commencing on the Effective Date, Tenant shall pay throughout the Term (and prior to delinquency), all levies, taxes, assessments, water and sewer rents and charges, liens, license and permit fees, charges for public utilities, and all charges for refuse or garbage collection or disposal made in respect of the Premises, and all other charges, impositions or burdens of whatsoever kind and nature, whether or not particularized by name, and whether general or special, ordinary or extraordinary, foreseen or unforeseen, which at any time during the Term of this Lease may be created, levied, assessed, confirmed, adjudged, imposed or charged upon or with respect to the Premises or any improvements made thereto or any trade fixtures, furnishings, equipment and all other personal property contained on the Premises, or on any part of the foregoing or any appurtenances thereto, or directly upon this Lease, including, among others, all special tax bills and general, special or other assessments and liens or charges made on local or general improvements or under any governmental or public power or authority whatsoever, all use taxes which may be levied or assessed against or payable by Tenant on account of the leasing or use of the Premises or any other taxes or charges in lieu of any of the foregoing (all of which are referred to herein as "Tax" or "Taxes"); provided, however, if any Tax

shall be created, levied, assessed, adjudged, imposed, charged or become a lien with respect to a period of time which commences after the Term of this Lease (other than by reason of breach of any of the terms hereof by Tenant), then Tenant shall only be required to pay that portion of such Tax which is equal to the proportion of the period of which falls within the Term of this Lease.

(b) Tenant shall furnish to Landlord evidence of the payment of Taxes within ten (10) days after the date payment of such taxes, without any interest or late charges, is required. Such evidence shall be sent to each place designated in this Lease for the giving of notices to Landlord.

Section 10.02 Contest of Taxes.

(a) Subject to the provisions of this Section, Tenant shall have the right, before any delinquency occurs, to contest the amount or validity of any Taxes on the Premises and the improvements thereon by appropriate legal proceedings diligently conducted in good faith. Landlord shall, subject to this Section, cooperate with Tenant in any such contest.

(b) Tenant's right to contest Taxes on the Premises shall not be construed in any way as relieving, modifying, or extending Tenant's covenant to pay Taxes prior to delinquency and as otherwise provided in this Article except that Tenant may defer payment of any challenged taxes but only if:

(i) the legal proceedings shall operate to prevent the sale of the Premises or any part thereof or of any improvements thereon to satisfy such Taxes prior to the final determination of such proceedings; and

(ii) Tenant shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any foreclosure or shall have deposited into escrow (with all interest earned thereon being the property of Tenant) with a trustee (which shall be a title insurance company, bank, or trust company approved by Landlord), as security for the payment of such Taxes, either cash or a cash substitute or a surety bond, in an amount sufficient to pay the Taxes together with all interest and penalties that might reasonably arise in connection therewith, and all charges that might reasonably be assessed against or become a charge on the Premises, or any part thereof, in legal proceedings.

(c) If at any time the taxing authority notifies Landlord that it is about to sell or foreclose upon the Premises in an attempt to satisfy any uncontested taxes, Landlord may make written demand on Tenant to pay the contested Taxes, or so much thereof as may be required to prevent the sale of the Premises, or any part thereof, or the foreclosure of the lien created thereon by such contested Taxes, and Tenant shall promptly pay the Taxes. In the event Tenant shall fail to pay the Taxes, after Landlord's demand, then Landlord may draw upon the undertaking deposited by Tenant pursuant to Section 10.02(b)(ii) and pay the same.

(d) Promptly upon the termination of any such legal proceedings, Tenant shall pay any amounts due in respect of the contested Taxes. Upon the termination of such legal proceedings, any monies deposited as herein above provided, shall be applied to the payment, removal and discharge of the Taxes, if any, then payable and the interest and penalties in connection therewith, and the charges accruing in such legal proceedings, and the balance, if any, shall be paid to Tenant. In the event of any Default by Tenant under this Article, Landlord is authorized to use any money deposited under this Article to pay such Taxes. Tenant shall pay to the trustee all reasonable fees for its services.

(e) Landlord shall not be required to join in any such proceedings unless it shall be necessary or appropriate for it to do so in order to properly prosecute the same; provided, however, that Landlord shall not be subjected to any liability for the payment of any costs or expenses in connection with any such proceedings brought by Tenant.

Section 10.03 Proration.

Landlord shall use commercially reasonable efforts to cause the tax bills to be sent directly to Tenant from the tax collector. In the event the Premises is not assessed separately, then Tenant shall reimburse Landlord for Tenant's "proportionate share" of the tax bill in which the Premises are included within thirty (30) days after receipt of an invoice, but in any event prior to the date such Taxes would become delinquent. Tenant's "proportionate share" of the taxes shall be computed by multiplying the amount of the tax bill (relating to land assessment only) by a fraction, the numerator of which shall be the gross square feet of the Premises, and the denominator of which shall be the total gross square feet of the entire property to which such tax bill applies. Tenant shall also be responsible for all Taxes on improvements to the Premises.

ARTICLE 11 INSURANCE

Section 11.01 Tenant's Insurance.

(a) Tenant represents that, as of the date of this Lease, it (i) carries fire, flood and special extended coverage ("all risk") insurance upon the Premises, at full replacement value, in the form of a policy applicable to all County buildings, (ii) self-insures, with respect to comprehensive general liability insurance, for the first One Million Dollars (\$1,000,000.00) of liability, and (iii) carries an excess comprehensive general liability insurance policy with a combined single limit of not less than Ten Million Dollars (\$10,000,000.00) on a "per occurrence" basis. Tenant, at its sole cost and expense, shall maintain and enforce such insurance throughout the term of the Lease; provided, however, that at the reasonable election of its risk management staff and upon written notice to Landlord, in lieu of maintaining and enforcing such insurance, Tenant may elect to self-insure with respect to any or all of the following risks, in such amounts as Tenant's risk management staff reasonably deems appropriate: workers' compensation, commercial automobile liability, commercial general liability, public officials' liability, law enforcement, and Landlord's personal property. To the extent Tenant fulfills its insurance obligations

hereunder through policies issued by commercial insurers, Tenant shall (i) maintain such policies with (A) VACo Risk Management Programs, or an affiliated entity, and/or (B) insurance companies licensed to do business in the Commonwealth of Virginia and having at least an A/X rating in the most currently available "Best's" Key Rating Guide, and (ii) obtain policies that (A) contain a provision that the insurer will give to Landlord and Mortgagee at least thirty (30) days notice in writing in advance of the insurer's intention to cancel, refuse to renew or otherwise terminate the policy, or materially alter any terms or conditions of the policy suspend or terminate any cover, reduce any policy limits, increase any policy deductibles or otherwise alter any terms or conditions of the policy; (B) with respect to all-risk physical insurance and general commercial liability insurance, include the Mortgagee and the Landlord as additional insureds; (C) contain a provision that any misrepresentation or breach of the policy conditions by one insured shall not invalidate coverage for any other insured; and (D) is written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry, notwithstanding the requirement that Landlord be named as an additional insured and regardless of any other insurance that Landlord may elect to obtain.

(b) A certificate (or certificates) of insurance evidencing the policies required by this Section shall be delivered to Landlord and any such other parties in interest not later than the date of delivery of possession of the Premises to Tenant and thereafter at least thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate, to the extent Tenant elects not to self-insure with respect to the risks covered by such expired or terminated policies, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent, and each certificate shall indicate specifically the form on which the policy is written (occurrence or claims made), the policy deductible and limits of insurance and that the insurer has waived any rights of subrogation it would otherwise have against Landlord.

Section 11.02 Waiver of Subrogation.

The policies required by this Lease shall provide for waivers of any right of subrogation that the insurer of such party may acquire against the other party hereto and, at Landlord's request, against any other party with respect to any such losses, which are required to be insured against or which are actually insured against, even if the loss results from a negligent act or omission.

ARTICLE 12 COMPLIANCE WITH LAWS

Tenant shall throughout the Term of this Lease, at Tenant's sole cost and expense, promptly comply with all laws and ordinances and notices, orders, rules, regulations and requirements of all Governmental Authorities (collectively the "Laws") relating to all or any part of the Premises, exterior as well as interior, foreseen or unforeseen, ordinary as well as extraordinary, structural as well as nonstructural, or to the use or manner of use of the Premises. If Tenant should at any time receive notice of noncompliance with any of the foregoing, it shall promptly give a copy to Landlord.

Tenant may, at its expense, contest any law or other governmental requirement by appropriate legal proceedings diligently conducted in good faith, provided that such contest shall not render the Premises or any improvements thereon or any part thereof liable to forfeiture, involuntary sale or loss, result in closing of the business conducted on the Premises.

ARTICLE 13
TENANT'S FIXTURES

(a) Tenant shall have the right, at its own cost and expense, during the Term of this Lease to remove trade fixtures, business equipment, inventory, trademarked items, signs, counters, shelving, and other removable personal property belonging to Tenant (the foregoing are collectively hereinafter referred to as "Tenant's Property"), provided that any material damage to the Premises resulting from or caused by such removal shall be promptly repaired by Tenant to a commercially reasonable standard.

(b) Upon expiration or earlier termination of this Lease, Tenant shall leave the Premises (including any and all improvements thereon) in a neat and clean condition, free of debris, normal wear and tear excepted. Tenant shall remove all of its personal property from the Premises prior to any such termination or expiration. Any of Tenant's Property not removed from the Premises after the expiration or earlier termination of this Lease shall be deemed abandoned and automatically become the property of Landlord.

ARTICLE 14
INTENTIONALLY OMITTED

ARTICLE 15
ASSIGNMENT AND SUBLETTING

Tenant shall not voluntarily, involuntarily or by operation of law, assign, sublease, transfer, mortgage or otherwise encumber, all or any part of Tenant's interest in this Lease or in the Premises without in each and every instance first obtaining Landlord's prior written approval, not to be unreasonably withheld, conditioned, or delayed. Any attempted assignment, transfer, mortgaging or other transfer, whether voluntary, involuntary or by operation of law, without Landlord's prior written approval, shall be void and confer no rights upon any third person. Consent by Landlord to any assignment or sublease shall not waive the necessity for consent to any subsequent assignment or sublease. Acceptance of Rent after any attempted assignment, sublease or other encumbrance shall not be deemed to be consent or waiver by Landlord.

ARTICLE 16
INTENTIONALLY OMITTED

ARTICLE 17
MORTGAGES

Section 17.01 Tenant's Mortgage.

(a) Notwithstanding anything in Article 15 to the contrary, Tenant shall have the right, from time to time, subject to the terms and conditions hereinafter set forth in this Article, to request approval from the Landlord to encumber the leasehold estate created by this Lease by one or more Mortgages made and given for the purpose of improving or rehabilitating the Premises with buildings and related improvements. Landlord may approve or deny the request in its reasonable discretion.

(b) In the event Tenant desires to execute and deliver a Mortgage, Tenant shall give Landlord written notice of any such Mortgage, and shall furnish Landlord, at least five (5) business days before the recordation of any such Mortgage a true and complete copy of the form of Mortgage. The form and substance of the Mortgage shall be subject to Landlord's prior approval, which shall not be unreasonably withheld. Concurrently with the execution of the Mortgage, Mortgagee or Tenant shall notify Landlord, in writing of such Mortgage, giving the name and address of the Mortgagee. Thereafter, Tenant, at Tenant's expense, shall provide Landlord a copy from time to time, of each amendment or other modification or supplement to the Mortgage documents.

(c) Provided Landlord has been notified of the name and address of a Mortgage, Landlord, when giving notice to Tenant with respect to any default hereunder, or with respect to a matter which may predicate or claim a default by Tenant hereof, shall also mail a copy of each such notice (the "Mortgagee Notice") to any Mortgagee at the most recent address given to Landlord pursuant to Section 17.01(b) hereof. No Mortgagee Notice shall be effective against Mortgagee unless a copy thereof has been delivered to Mortgagee pursuant to the provisions of Section 17.01(b). All Mortgagee Notices by Landlord to the Mortgagee pursuant to this Section shall be in writing and shall be given pursuant to the provisions of Article 6 of this Lease.

Section 17.02 Mortgagee Right to Cure Tenant Defaults.

(a) If Tenant shall default in the performance of any of the terms, covenants, agreements and conditions of this Lease on the Tenant's part to be performed or observed, any Mortgagee shall have the right to cure the default, within the same period available to Tenant under this Lease for curing such default.

(b) Landlord shall not terminate this Lease because of any default or breach hereunder on the part of Tenant if the Mortgagee under such Mortgage, within thirty (30) days after delivery of written notice (the "Termination Notice") to the Mortgagee by Landlord stating that Tenant has failed to cure any default or breach hereunder within the applicable cure period and notifying Mortgagee of Landlord's intention to terminate this Lease for such default or breach, has cured such default or breach or has commenced to perform the necessary actions (in the event that the default or breach would take longer than

thirty (30) days to perform) to cure such default or breach and diligently pursue them to completion. Notwithstanding the foregoing, if such default or breach is not susceptible of being cured by Mortgagee until it has secured possession of the Premises, Landlord shall not terminate this Lease because of such default or breach on the part of Tenant if the Mortgagee, within thirty (30) days after delivery of the Termination Notice, has notified Landlord, in writing (the "Foreclosure Notice"), that the Mortgagee has instituted, and will thereafter diligently pursue to completion, steps and proceedings for the exercise of the power of sale under and pursuant to the Mortgage in the manner provided by law (or an assignment in lieu thereof); agrees to keep and perform (and undertake in writing with Landlord to keep and perform) all of Tenant's covenants and conditions of this Lease (except for those which Mortgagee cannot keep and perform without obtaining possession of the Premises but only during the time and to the extent the same cannot be kept and performed by Mortgagee) until such time as Tenant's leasehold shall be sold upon foreclosure pursuant to the Mortgage or shall be released or reconveyed thereunder, but in no event longer than nine (9) months from the date of delivery of the Foreclosure Notice to Landlord; provided, however, that if the holder of the Mortgage shall fail to comply with any and all of the conditions of this Section and such failure by Mortgagee has not been cured within thirty (30) days after delivery of written notice to the Mortgagee by Landlord, then and thereupon Landlord shall be released from the covenants of forbearance therein contained; and provided further that Landlord shall be required to forbear from terminating this lease only so long as Mortgagee pays all Rent as and when it becomes due hereunder and with its Foreclosure Notice pays to Landlord all unpaid Rent due and accrued as of the date of such notice; and only so long as Mortgagee is keeping and performing all of Tenant's covenants and conditions of this Lease (except for those which Mortgagee cannot keep and perform without obtaining possession of the Premises but only during the time and to the extent the same cannot be kept and performed by Mortgagee).

(c) Landlord shall accept the performance by Mortgagee of its obligations under this Section as though the same has been done or be performed by Tenant. Except as set forth in Section 17.02(b) hereof, no exercise by Mortgagee of its rights under this Section shall obligate it generally to perform Tenant's covenants and conditions of this Lease, it being understood that such exercise will be for the sole purpose of satisfying Landlord's conditions for forbearance from terminating the Lease, and will not constitute an assumption by Mortgagee of the obligations and liabilities imposed upon Tenant hereunder.

Section 17.03 Mortgagee's Obligations; Foreclosure.

(a) Landlord and Tenant agree that the making of a Mortgage, which complies with all of the terms and conditions of this Article, shall not be deemed to constitute an assignment or transfer of this Lease or of the leasehold estate created by this Lease, nor shall any Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of the leasehold estate created by this Lease so as to require such Mortgagee, as such, to assume the performance of the terms, covenants, or conditions on the part of Tenant to be performed, hereunder.

(b) Provided that this Lease has not theretofore been terminated, Landlord and

Tenant agree that if the Mortgage shall be foreclosed, or the leasehold estate created by this Lease otherwise acquired under the Mortgage (which foreclosure or acquisition may be in the name of the Mortgagee or in the name of Mortgagee's nominee such as the trustee under a deed of trust or by a third party), the Mortgagee shall be deemed to be an assignee or transferee within the meaning of this Section and shall be deemed to have agreed to perform and be bound to each and all of the terms, covenants, conditions and obligations of this Lease which have accrued and thereafter accrue under this Lease, but only for so long as Mortgagee (or its nominee or such third party) holds title to the leasehold created by this Lease. In the event of a foreclosure:

(i) the written consent of Landlord shall not be required to a transfer of the title to the leasehold created by this Lease to the Mortgagee (or its nominee or a third party); and

(ii) Mortgagee shall forthwith give notice to Landlord in writing of any such transfer of title setting forth the name and address of the transferee, the effective date of the transfer and the express written agreement of the transferee that, so long as the transferee holds title to the Tenant's leasehold estate under this Lease (but not thereafter), transferee shall assume and agree to perform and be bound by each and all of the terms, covenants, conditions and obligations of this Lease which have accrued and thereafter accrue under this Lease, together with a copy of the document by which such transfer was made.

Section 17.04 Tenant Remains Liable.

Notwithstanding any Mortgage, pledge or other encumbrance (whether with Landlord's consent or in a breach of this Lease) Tenant (but not Mortgagee, so long as Mortgagee is not in possession of the Premises) shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease, provided that once Landlord, Mortgagee or another third party has entered and taken possession of the Premises from Tenant, Tenant shall not be liable for any of the terms, covenants and conditions of this Lease going forward therefrom.

ARTICLE 18

COVENANT OF AUTHORITY AND QUIET ENJOYMENT

Landlord represents and warrants that Landlord has full right and lawful authority to enter into and perform the Landlord's obligations under this Lease.

Landlord further represents that Tenant, upon paying the rents and other charges herein provided for and observing and keeping all other covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term of this Lease without hindrance or molestation by Landlord or anyone claiming by or through Landlord, subject, however, to the exceptions, reservations and conditions of this Lease. Except as expressly set forth in this Lease, Landlord makes no representations, warranties or covenants regarding the Premises or the Land whatsoever.

ARTICLE 19
DAMAGE AND DESTRUCTION

Section 19.01 Obligation to Rebuild; Premises.

In the event any improvements on or forming part of the Premises are damaged or destroyed, partially or totally, from any cause whatsoever at any time during the Term of this Lease, Tenant shall have the right and option, at its own cost and expense, to restore and repair the damaged or destroyed portions of the Premises in conformity with the provisions of this Lease. In the event Tenant elects not to do so, which election shall be communicated in writing to Landlord no later than ninety (90) days after the date of the casualty event, however, this Lease shall immediately terminate.

In restoring and repairing the damaged portions of the Premises, Tenant shall repair, restore, and rebuild the improvements to at least as good condition as existed immediately prior to such damage or destruction and this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called "Repair") shall be commenced within a reasonable time after such damage or destruction and shall be subject to all the provisions of this Lease relating to construction work by Tenant and shall be pursued diligently to completion. There shall be no abatement of rent or of any other obligation of Tenant hereunder by reason of such damage or destruction.

ARTICLE 20
CONDEMNATION

Section 20.01 Total Taking.

(a) In the event that the whole of the Premises shall be taken under the power of eminent domain, or proceedings in lieu thereof, this Lease shall thereupon terminate as of the date possession shall be so taken.

(b) In such event, then the entire amount of any award paid or payable by reason of such taking, less all costs, fees and expenses incurred in the collection therefore, shall be allocated in the following priority:

(i) there shall be paid to Landlord an amount equal to all accrued and unpaid Rent and other charges due and payable by Tenant, as of the date of the taking;

(ii) there shall be paid to Landlord an amount equal to the fair market value of Landlord's fee interest in the Premises taken, determined by independent appraisers;

(iii) there shall be paid to Tenant an amount equal to the fair market value of (A) Tenant's leasehold interest in the Premises and (B) Tenant's property, including the building and improvements on the Premises, determined by independent appraisers;

- (iv) any remaining balance shall be paid to Landlord.

The amounts, if any, paid pursuant to Section 20.01(b)(iii) shall be reduced by an amount exactly equal to any award paid by the condemning authority directly to Tenant.

Section 20.02 Partial Taking.

If (i) fifteen percent (15%) or more of the floor area of the improvements situated on the Premises, shall be acquired or materially adversely altered by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under threat of condemnation, then Tenant shall have the right and option to terminate this Lease by giving written notice of such termination to Landlord not later than six (6) months after possession is taken by the condemning authority. In such event, the awards paid or payable as a result of such taking shall be distributed in accordance with Section 20.01(b).

Section 20.03 Obligation to Rebuild.

(a) In the event of any taking that does not result in a termination of this Lease pursuant to Sections 20.01 and 20.02 then this Lease shall remain in full force and effect as to the remainder of the Premises, without any abatement of Rent, except as provided in Section 20.05.

(b) Subject to the provisions of Section 20.02 of this Lease, Tenant shall, within a reasonable time after the taking, and receipt by Tenant of the award or sales proceeds in lieu thereof, restore the Premises and improvements situated thereon, as nearly as possible to its value, condition and character immediately prior to the taking. Tenant shall comply with all provisions of this Lease in restoring the Premises.

Section 20.04 Temporary Taking.

If the temporary use of all or any part of the Premises shall be taken at any time during the Term of this Lease for any public or quasi-public purpose by any lawful power or authority, by the exercise of the right of condemnation or eminent domain, or by agreement between the Tenant and those authorized to exercise such right, Tenant shall give prompt written notice thereof to Landlord and the Term of this Lease shall not be reduced or affected in any way. Tenant shall continue to pay in full the Rent and other sum or sums of money and charges reserved and provided to be paid by Tenant in accordance with all of the terms of this Lease, but Tenant shall be entitled to, and shall receive the entire award for such taking (whether paid by way of damages, rent or otherwise) unless the period of occupation and use by the sovereign shall extend beyond the termination of this Lease, in which case the award made for such taking shall be apportioned between Landlord and Tenant as of the date of such termination. For purposes of this Section a temporary taking is deemed to refer to a taking of less than six (6) consecutive months in duration.

Section 20.05 Miscellaneous Provisions.

(a) Any and all proceedings in connection with the claim or claims for damages as a result of any taking referred to in this Article, shall be conducted by Landlord in consultation with Tenant. Landlord agrees to keep Tenant advised of any such proceedings. Landlord and Tenant covenant and agree to do any and all acts and to execute any and all documents which may be required to enable such proceedings to be prosecuted diligently. Any settlement of claims for damages shall be approved by Landlord and Tenant but all parties agree to act reasonably and in good faith in connection with all of the foregoing matters.

(b) Neither the Landlord nor the Tenant shall be bound by any division or apportionment of an award which may be made in any legal proceeding for the assessment of damages arising out of any such taking. As between Landlord, Tenant and any Mortgagee, any allocation of such an award shall, notwithstanding the provisions of law to the contrary, be determined in accordance with the provisions of this Article.

ARTICLE 21

EXCUSE FOR NONPERFORMANCE - FORCE MAJEURE

Either party shall be excused from performing any obligation or undertaking provided in this Lease for a period of time equivalent to the delay caused by the items described below, except the obligations of Tenant to pay Rent under the provisions of this Lease, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by Act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurance, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, condemnation, requisition, laws, orders of government or civil military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing not within the reasonable control of such party, excluding however, the inability to obtain monies to perform or fulfill a party's obligations and undertakings.

ARTICLE 22

DEFAULT

Section 22.01 Events of Default.

(a) The term "Events of Default" or "Default" refers to any of the following events:

(i) If Tenant shall at any time fail to pay Rent hereunder when due and payable, and such failure continues for a period of ten (10) days after written notice of default is given to Tenant; or

(ii) If Tenant materially (in Landlord's reasonable opinion) shall fail to observe any of the other agreements, terms, covenants or conditions hereof and such nonperformance or nonobservance shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant or, if such performance or observance cannot reasonably be performed within such thirty (30) day period and Tenant shall not in good faith have commenced such performance immediately and within such thirty (30) day period and shall not diligently and continuously proceeded therewith to completion; or

(iii) If any petition is filed by or against Tenant under any present or future section or chapter of the Bankruptcy Code, or under any similar law or statute of the United States or any state thereof (which, in the case of an involuntary proceeding, is not permanently discharged, dismissed, stayed, or vacated, as the case may be, within thirty (30) days of commencement), or if any order for relief shall be entered against Tenant in any such proceedings; or if Tenant becomes insolvent or makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors; or if a receiver, custodian or trustee is appointed for the Premises or for all or substantially all of the assets of Tenant which appointment is not vacated within thirty (30) days following the date of such appointment.

(b) Upon an Event of Default, Landlord, in lieu of any additional rights or remedies Landlord may have at law and equity (which are hereby waived by the Landlord), may declare this Lease at an end, re-enter the Premises and under legal process eject all parties in possession thereof therefrom, and repossess and enjoy the Premises together with all improvements, additions, and alterations, thereon, and Landlord shall thereupon be entitled to recover from Tenant the amount of all Rent for the period prior to the termination of the Lease.

(c) Upon the occurrence of any Event of Default, Landlord shall have the right, at Landlord's option, to terminate this Lease. With or without terminating this Lease, Landlord may re-enter and take possession of the Premises and the provisions of this Section shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived. If necessary, Landlord may proceed to recover possession of the Premises under and by virtue of the laws of the Commonwealth of Virginia or by such other proceedings, including re-entry and possession, as may be applicable. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice; subject, however, to the right of Landlord to recover from Tenant all Rent and other sums accrued up to the time of termination or recovery of possession by Landlord, whichever is later. Whether or not this Lease is terminated by reason of Tenant's Default, Landlord may, but shall not be obligated to, relet the Premises for such rent and upon such terms as are not unreasonable under the circumstances and, if the entire Rent provided in this Lease plus the costs, expenses, and damages hereafter described shall not be realized by Landlord, Tenant shall be liable for all damages sustained by Landlord, including, without limitation, deficiencies in Base Rent and Additional Rent, reasonable attorney's fees and expenses actually incurred, brokerage fees, and the expense of placing the Premises in rentable condition. Landlord shall in no way be responsible or liable for any failure to collect any rent due and/or accrued from such reletting, to the end and intent that Landlord may elect to

hold Tenant liable for the Base Rent, and Additional Rent, and any and all other items of cost and expense which Tenant shall have been obligated to pay throughout the remainder of the Term. Any damages or loss of rent sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the reletting, or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relettings, or, at Landlord's option, may be deferred until the expiration of the Term, in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the date of Expiration of the Term.

(d) All rights and remedies of Landlord set forth herein are in addition to all other rights and remedies available to Landlord at law or in equity. All rights and remedies available to Landlord hereunder or at law or in equity are expressly declared to be cumulative. The exercise by Landlord of any such right or remedy shall not prevent the concurrent or subsequent exercise of any such right or remedy. No delay in the enforcement or exercise of any such right or remedy shall constitute a waiver of any Default by Tenant hereunder or of any of Landlord's rights or remedies in connection therewith. Landlord shall not be deemed to have waived any Default by Tenant hereunder unless such waiver is set forth in a written instrument signed by Landlord. If Landlord waives in writing any Default by Tenant, such waiver shall not be construed as a waiver of any covenant, condition, or agreement set forth in this Lease except as to the specific circumstances described in such written waiver.

Section 22.02 Landlord's Right to Cure Tenant's Defaults.

In the Event of Default Landlord may at Landlord's election, but is not obligated to, attempt to enforce Tenant's obligation to make the payment, or itself make the payment, or attempt to enforce Tenant's obligation to perform or comply with the covenant or condition, or itself perform or comply with the covenant or condition, and all reasonable costs incurred by Landlord, including, without limitation, reasonable attorney's fees actually incurred by Landlord and the cost to Landlord of any such performance or compliance by Landlord, plus interest on such sum at the Default Rate from the time of expenditure until paid, shall be deemed to be Additional Rent payable by Tenant with the next succeeding installment of Base Rent. No such payment, performance or observance by Landlord shall constitute a waiver of default or of any remedy for default or render Landlord liable for any loss or damage resulting from any such act.

Section 22.03 Landlord's Default.

Tenant agrees to give written notice of any default by Landlord under this Lease to any lender of Landlord secured by the Premises upon request thereof by such lender and a reasonable time within which to cure such default prior to Tenant taking any action to remedy such default or cancel the Lease. If Landlord has not cured such default within such reasonable time, Tenant may, at its election but having no obligation to do so, make any required payment or perform or comply with the covenant or condition, and all reasonable costs incurred by Tenant, including without limitation, reasonable attorney's

fees actually incurred by Tenant (including the value of services, if any, provided by the Office of the County Attorney for Fairfax County, Virginia) and the cost to Tenant of any such performance or compliance by Tenant, plus interest on such sum at the Default Rate from the time of expenditure until paid, shall be immediately due and payable by Landlord to Tenant. No such payment, performance, or observance by Tenant shall constitute a waiver of default or of any remedy for default or render Tenant liable for any loss or damage resulting from any such act.

ARTICLE 23
SURRENDER; HOLDOVER

Upon any termination of this Lease, whether by lapse of time, cancellation pursuant to an election provided for herein, forfeiture, or otherwise, Tenant shall peaceably quit and surrender to Landlord immediate possession of the Premises with the building and other improvements and alterations in a good operating condition and in the same condition of order and repair in which they were required by the provisions of this Lease to be kept throughout the Term, subject to ordinary wear and tear and Articles 19 and 20 of this Lease, free and clear of all agreements, easements, encumbrances and other liens other than any easement which Landlord has consented to or which existed prior to the commencement of the Term of this Lease.

In the event that Tenant or anyone claiming by or through Tenant shall remain in possession of the Premises after the expiration or earlier termination of this Lease, with the consent of Landlord, express or implied, but without a written agreement on the subject, the Tenant shall be deemed a month-to-month tenant, terminable upon thirty (30) days' notice, and during such holding over Base Rent shall be payable at the rate of equal to a reasonable fair market value of the Lease, plus all Additional Rent but otherwise on the same terms and provisions of this Lease, except as to Term. Notwithstanding the foregoing provisions of this Article, in the event that Tenant shall hold over after the expiration of the Term, then at any time prior to Landlord's acceptance of Rent from Tenant as a monthly Tenant hereunder, Landlord, at its option, may forthwith re-enter and take possession of the Premises without process, or by any legal process in force in the Commonwealth of Virginia, and pursue other available remedies at law or equity.

ARTICLE 24
ENTRY AND INSPECTION BY LANDLORD

Landlord shall have the right, upon reasonable prior notice to Tenant, and Tenant agrees to permit Landlord and the authorized representatives of Landlord and of the holder of any mortgage or any prospective mortgagee or prospective purchaser to enter the Premises, accompanied by Tenant, at all reasonable times for the purpose of inspecting them. Nothing herein shall imply any duty upon the part of Landlord to do any such work which under any provision of this Lease Tenant may be required to perform and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform it. Landlord also shall have the right to enter the Premises to exhibit the Premises, at any mutually agreed upon times, to any prospective purchaser, tenant and/or

mortgagee thereof (provided, however, that such entry shall be subject to reasonable prior notice to Tenant). Landlord agrees to execute its rights under this Article in a manner which minimizes disruption of Tenant's business in the Premises.

ARTICLE 25
BROKERS

Tenant and Landlord mutually represent and warrant that they have had no dealings, negotiations or consultations with respect to this transaction with any broker or finder and that no broker or finder has called the Premises to Tenant's attention for lease or took part in any dealings, negotiations or consultations with respect to the Premises, this Lease or the assignment of the purchase contract for the parcel between Tenant and Landlord.

ARTICLE 26
(INTENTIONALLY OMITTED)

ARTICLE 27
AS IS WHERE IS

Tenant accepts the Premises in "AS IS" "WHERE IS" condition, it being hereby expressly understood that Landlord has made and makes no representations or warranties of any kind whatsoever with respect to such Premises. Tenant has inspected the Premises and is satisfied therewith.

ARTICLE 28
(INTENTIONALLY OMITTED)

ARTICLE 29
SUBORDINATION; ESTOPPEL CERTIFICATE

Section 29.01 Subordination and Non-Disturbance.

During the Term, Landlord reserves the right to encumber its interests in this Lease and/or the Premises by new mortgages, deeds of trusts or other security instruments (the "Financing"), provided the holder of the Financing has delivered to Tenant a Subordination, Non-Disturbance and Attornment Agreement in a form reasonably acceptable to both such holder and Tenant. Tenant shall attorn to the purchaser upon a sale or to the grantee under any deed in lieu of foreclosure and shall recognize such purchaser or grantee as Landlord under this Lease without any change in the terms or other provisions of this Lease. In such agreement, Tenant will waive the right, if any, to elect to terminate this Lease or to surrender possession of the Premises in the event of foreclosure of any deed of trust or security instrument (or any transfer in lieu thereof).

Section 29.02 Notice to Holder of Encumbrance.

Tenant agrees that, provided the holder of any Financing shall have notified Tenant in writing of its address, Tenant will give such holder, by certified mail, a copy of any notice of default given to Landlord. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the holder shall have an additional thirty (30) days to cure such default, or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days the holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

Section 29.03 Estoppel Certificate.

Upon fifteen (15) days' prior written request by a party (the "Requesting Party"), the other party (the "Responding Party") shall deliver to the Requesting Party a statement certifying (i) that this Lease is unmodified and in full force and effect, or if there has been any modification thereof that this Lease is in full force and effect as modified and stating the nature of the modification; (ii) that Requesting Party is not in default under this Lease and no event has occurred which, after notice or expiration of time or both, would constitute a default (or if any such default or event exists, the specific nature and extent thereof); (iii) the dates to which the Rent have been paid in advance, if any; and (iv) any other information concerning this Lease or the Premises which the Requesting Party may reasonably request. If the Responding Party shall fail to deliver the statement required by subparagraph within fifteen (15) days after the Requesting Party has requested such statements, the Responding Party shall be deemed to have certified that this Lease is in full force and effect and that the Requesting Party is not in default under this Lease.

Section 29.04 Recordation.

This Lease shall not be recorded in the Land Records. However, Landlord and Tenant agree to execute a Memorandum of Lease attached hereto as Exhibit C. The Memorandum of Lease may be recorded at the cost of the party requesting execution of the same.

ARTICLE 30
MISCELLANEOUS

Section 30.01 Captions; Interpretation.

The captions of the Articles and Sections of this Lease are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Reference in this Lease to the "obligations" of Tenant, and words of like import, shall mean the covenants to pay Rent under this Lease and all other covenants, agreements, terms,

conditions, limitations, exceptions and reservations contained in this Lease applicable to Tenant. The term "Tenant's obligations hereunder" and words of like import shall mean all obligations of this Lease which are to be performed, observed or kept by Tenant. The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to". Whenever in this Lease a party has agreed to not unreasonably withhold its consent, such term shall mean that the party shall not unreasonably withhold or delay its consent, nor shall it condition its consent upon the receipt of financial inducements from the requesting party, provided, however, that the consenting party may request reimbursement or other payments it is entitled to receive pursuant to the provisions of this Lease.

Section 30.02 Injunctive Relief.

In addition to other remedies provided in this Lease, Landlord and Tenant shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord or Tenant at law or in equity.

Section 30.03 Governing Law.

This Lease shall be interpreted and construed under the laws of the Commonwealth of Virginia.

Section 30.04 Covenants Run With Land.

Each and all of the provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective permitted heirs, executors, administrators, successors and assigns, subject at all times, nevertheless, to all agreements, covenants and conditions contained elsewhere in this Lease. Any reference in this Lease to successors or assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances where Landlord may have given written consent to a particular assignment, to the extent such consent is required under this Lease.

Section 30.05 No Partnership.

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of Rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

Section 30.06 No Waiver.

No waiver of any default hereunder shall be implied from an omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. No delay or omission by either party hereto to exercise any right or power accruing upon any non-compliance or default by the other party with respect to any of the terms hereof, or otherwise accruing hereunder shall impair any such right or power to be construed to be a waiver thereof. One or more waivers of any breach of any covenant, term or condition of this Lease shall not be construed as a waiver of any subject breach of the same covenant, term or condition. The consent or approval by a party to or of any act by the other party requiring the former party's consent or approval shall not be deemed to waive or render unnecessary such former party's consent or approval to or of any subsequent similar acts by the other party.

The acceptance of Rent or other payment by the Landlord at any time when the Tenant is in Default shall not be construed as a waiver of such Default or of the Landlord's right to terminate this Lease or exercise its other remedies on account of such Default.

Section 30.07 Entire Agreement; Amendment; Surrender.

This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises and the other matters set forth in this Lease. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease cannot be altered, changed, modified or added to, except in writing signed by Landlord and Tenant. No representation, inducement, understanding or anything of any nature whatsoever, made, stated or represented on Landlord's behalf, either orally or in writing, except as in this Lease stated, has induced Tenant to enter this Lease. No surrender to Landlord of this Lease or of the Premises, or any part thereof or of any interest therein, shall be valid or effective unless provided for in this Lease or otherwise agreed to and accepted in writing by Landlord and no act by Landlord or any representative or agent of Landlord, other than such a written acceptance by Landlord, shall constitute an acceptance of any such surrender.

Section 30.08 Legal Fees.

In the event of legal action between Landlord and Tenant on account of any alleged default by either hereunder, the prevailing party in such action shall be entitled to be reimbursed by the other party in the amount of all reasonable attorney's fees and other costs incurred by the prevailing party in connection with such action (in Tenant's case, including the value of services, if any, provided by the Office of the County Attorney for Fairfax County, Virginia). Such reimbursement shall include all legal expenses incurred prior to trial, at trial and at all levels of appeal and post judgment proceedings.

Section 30.09 Time of Essence.

Time is of the essence with respect to all matters provided in this Lease.

Section 30.10 Locative Adverbs.

The locative adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", and like words, wherever the same appear herein, mean and refer to this Lease in its entirety and not to any specific Article, Section or Subsection hereof unless otherwise expressly designated in context.

Section 30.11 Accord and Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in the Lease provided.

In the event this Lease requires Tenant to submit payments for items other than the Base Rent and in the event Tenant submits a payment of less than the total combined amount of all of said payments, then the Landlord shall have the option to credit any such payment towards any of the items it so desires, notwithstanding any specification of Tenant.

Section 30.12 Limitations on Landlord's Liability.

Notwithstanding anything to the contrary contained in this Lease, in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed, honored or performed by Landlord, Tenant shall look solely to the estate and property of Landlord in the Premises, and the income stream therefrom, for the collection of any judgment (or any other judicial procedures requiring the payment of money by Landlord) and no other property or assets of Landlord shall be subject to levy, execution, or other procedures for satisfaction of Tenant's remedies. The term "Landlord" shall mean only the person or entity who or which at the time in question holds the Landlord's interest in this Lease, it being intended that the covenants and obligations contained in this Lease on the part of Landlord be binding on Landlord, its successors and assigns only during and in respect of their successive periods of owning or holding Landlord's interest in this Lease. In no event shall Landlord, or the fee owner or any of their partners, shareholders, owners, members, agents or employees have any personal liability for any obligations under this Lease beyond their interest in the Premises, and the income stream therefrom. Tenant shall, subject to the rights of any mortgagee, look solely to the interest of Landlord, its successors and assigns, in the Premises, and the income stream therefrom, for the satisfaction of each and every remedy of Tenant in the event of default by

Landlord hereunder. Such exculpation of Landlord's personal property is absolute and without any exception whatsoever.

Section 30.14 Definition of "Tenant".

The word "Tenant" is used herein to include each and every one of the persons named above as Tenant as well as their permitted heirs, personal representatives, successors and assigns, each of whom shall be under the same obligations, liabilities and disabilities and have only such rights, privileges and powers as he would have possessed had he originally signed this Lease as Tenant. However, no rights, privileges or powers shall benefit any transferee unless such transferee is permitted pursuant to the terms of this Lease. Each and every one of the persons named above as Tenant shall be bound jointly and severally by the terms, covenants and agreements contained herein. If there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Tenant shall be deemed a proper reference even though Tenant may be an individual, a partnership, a corporation, or a group of two or more of any of the same. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Tenant and to either corporations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

Section 30.15 Severability.

Any provision or provisions of this Lease which shall be to any extent in violation of any law or ordinance or which shall prove to be to any extent invalid, void or illegal, shall in no way affect, impair or invalidate any other provisions hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

Section 30.16 Joint Preparation.

This Lease has been jointly prepared by Landlord and Tenant, and the language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against Landlord or Tenant.

Section 30.17 Land Use Applications.

The parties acknowledge that as of the Effective Date of this Lease, the Fairfax County Zoning Ordinance defines "owner" as: "Any person who has legal title to the land in question, or the lessee of the land in question having a remaining term of not less than thirty (30) years." Notwithstanding such definition, Tenant shall have no right whatsoever to file or prosecute any application for a zoning amendment, proffered condition amendment, special exception, special permit, variance, comprehensive plan amendment or other application seeking any change in any land use designation for the Premises or authorizing any change of use thereon ("Land Use Application") without the prior approval of Landlord. Further, notwithstanding such definition, Tenant agrees that this Section of this Lease is

deemed to provide Tenant's unconditional consent to Landlord, authorizing Landlord to file and prosecute any Land Use Application that includes the Premises for any reason not inconsistent with the terms of this Lease, which shall include without limitation, the right of the Landlord to utilize the land area of the Premises in the calculation of development capacity with respect to the Land, so long as the 15,000 square foot allocation of gross floor area as provided in Section 5.01 continues to be allocated to the Premises. In the event for any reason this Section of this Lease shall not be deemed sufficient evidence of consent by any Governmental Authority, Tenant shall provide such consent to Landlord in any form as may be required.

Section 30.18 Appropriations.

To the extent so required by the law of the Commonwealth of Virginia, any and all of County's financial obligations under this Lease are subject to appropriations by the Fairfax County Board of Supervisors.

[Signatures On Next Page]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year of
Landlord's execution which shall be filled in on the first page of this Lease.

LANDLORD:

INOVA HEALTH CARE SERVICES
By: Inova Health System Foundation,
its Sole Member

Date

By: _____
Name: Richard C. Magenheimer
Its: Chief Financial Officer

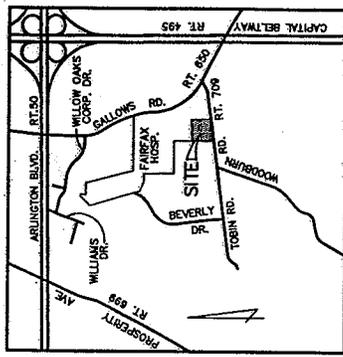
TENANT:

BOARD OF SUPERVISORS OF FAIRFAX
COUNTY, VIRGINIA, acting in its proprietary
capacity and not its governmental or regulatory
capacity.

Date

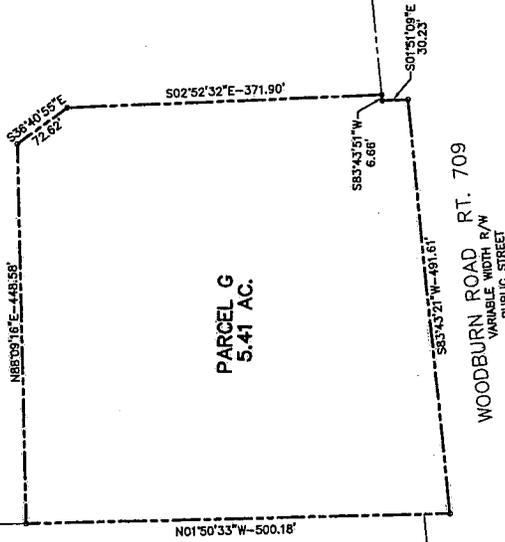
By: _____
Name: Anthony H. Griffin
Title: County Executive

Exhibit A



VICINITY MAP
SCALE: 1" = 2,000'

FAIRFAX COUNTY
BOARD OF SUPERVISORS



WOODBURN VILLAGE CONDOMINIUM

WOODBURN ROAD RT. 709
VARIABLE WIDTH R/W
PUBLIC STREET

✓ VIRGINIA STATE GRID NORTH (NAD 83)

NOTES:

1. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON ASSESSMENT MAP 59-2 (11) PT. OF 1B AND IS ZONED C-3.
2. THE PROPERTY SHOWN HEREON WAS ACQUIRED BY INOVA HEALTH CARE SERVICES IN D.B. PG.

EXHIBIT A
PLAT SHOWING
PART OF THE PROPERTY OF
INOVA HEALTH CARE SERVICES
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA
JULY, 2010
SCALE: 1" = 100'



tabbles[®]

EXHIBIT

A

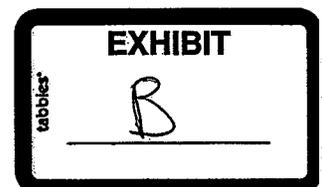
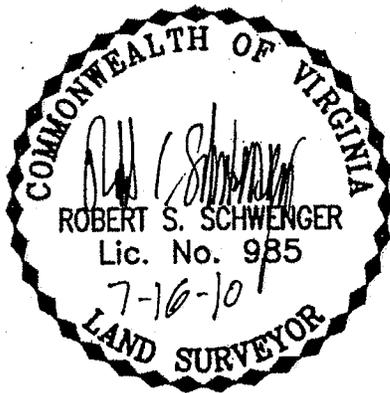
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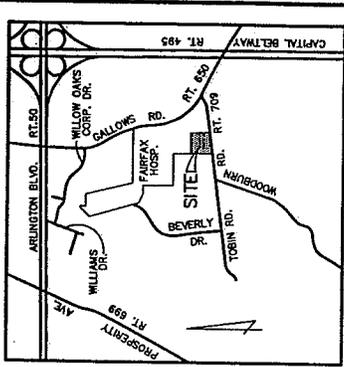
Exhibit B

**DESCRIPTION OF
PART OF THE PROPERTY OF
INOVA HEALTH CARE SERVICES
(0.53 ACRE LEASE AREA)
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA**

Beginning at a point in the property of Inova Health Care Services, said point being N36°30'41"E, 236.85 feet from a point on the northerly line of Woodburn Road (Route 709) marking the southwesterly corner of the Inova Health Care Services property; thence through the property of Inova Health Care Services the following courses: N01°48'50"W, 44.03 feet; N88°11'10"E, 31.11 feet; N01°48'50"W, 42.04 feet; S88°11'10"W, 31.11 feet; N01°48'50"W, 43.73 feet; N88°11'10"E, 40.98 feet; N01°48'50"W, 14.05 feet; N88°11'10"E, 43.38 feet; S01°48'50"E, 14.05 feet; N88°11'10"E, 97.33 feet; S01°48'50"E, 43.73 feet; S88°11'10"W, 14.38 feet; S01°48'50"E, 42.04 feet; N88°11'10"E, 14.38 feet; S01°48'50"E, 44.03 feet; S88°11'10"W, 62.66 feet; S01°48'50"E, 30.04 feet; S88°11'10"W, 28.16 feet; N01°48'50"W, 30.04 feet and S88°11'10"W, 90.87 feet to the point of beginning, containing 0.53 acres of land.

All being more particularly described on a plat attached hereto and made a part hereof.

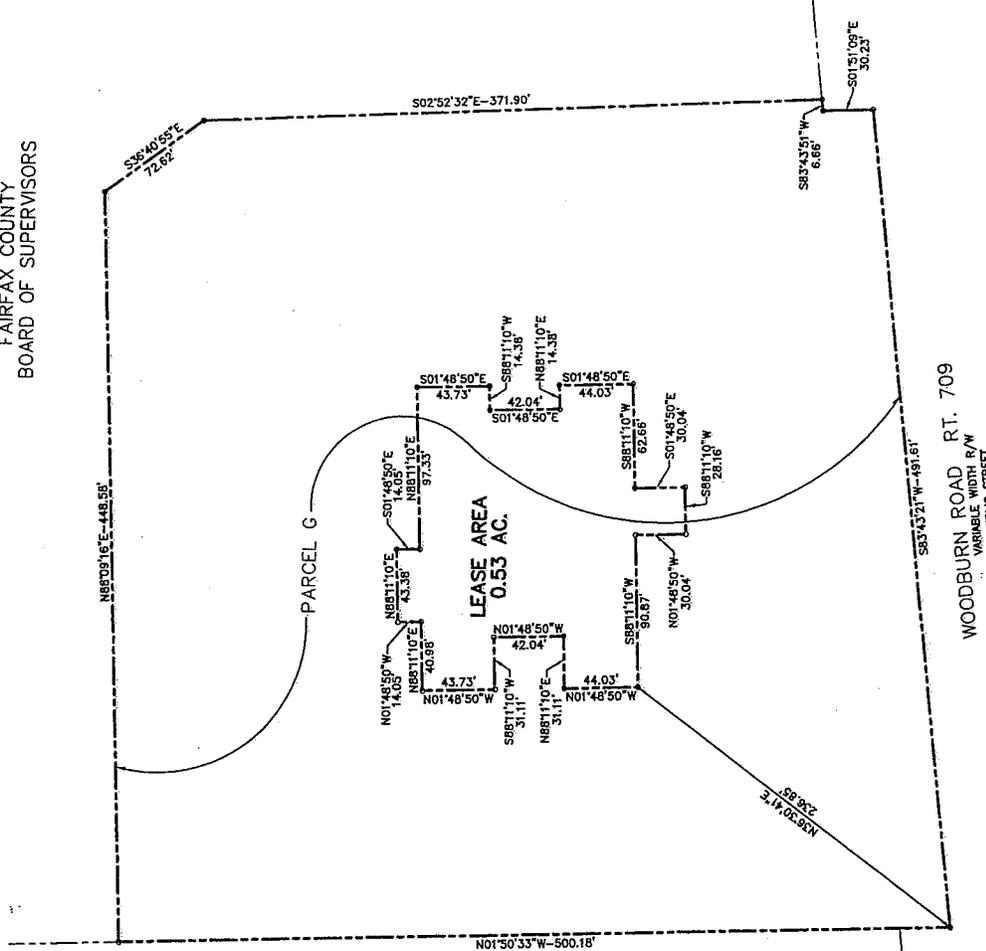




VICINITY MAP
SCALE: 1" = 2,000'

FAIRFAX COUNTY
BOARD OF SUPERVISORS

VIRGINIA STATE GRID NORTH (NAD 83)



WOODBURN ROAD RT. 709
VARIABLE WIDTH R/W
PUBLIC STREET

- NOTES:**
1. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON ASSESSMENT MAP 59-2 (17) P.L. OF 18 AND IS ZONED C-3.
 2. THE PROPERTY SHOWN HEREON WAS ACQUIRED BY INOVA HEALTH CARE SERVICES IN D.B. PG.

EXHIBIT B
PLAT SHOWING
LEASE AREA OF THE
INOVA HEALTH CARE SERVICES PROPERTY
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: 1" = 50'
JULY, 2010



Exhibit C

EXHIBIT C

Memorandum of Lease

THIS MEMORANDUM OF LEASE is entered into as of the ____ day of _____, 20__, by and between INOVA HEALTH CARE SERVICES (the "Landlord"), and THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia in its proprietary capacity, and not in its governmental or regulator capacity ("Tenant").

1. Pursuant to a Deed of Ground Lease (the "Lease") executed by Landlord and Tenant, dated _____, 20__, Landlord has leased to Tenant certain Premises in Fairfax County, Virginia described in Exhibit A attached hereto (the "Premises"), together with the nonexclusive benefit of all appurtenant rights, privileges and easements described therein. Capitalized terms used in this Memorandum of Lease which are defined in the Lease shall have the same meaning and definition when used herein.

2. The term of the Lease shall commence on the Effective Date set forth in the Lease, being _____, 20__ and shall expire upon the Expiration Date as provided therein.

3. This Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Lease, which are incorporated herein by reference and made a part hereof, as though copied verbatim herein. In the event of a conflict between the terms and conditions of this Memorandum of Lease and the terms and conditions of the Lease, the terms and conditions of the Lease shall prevail.

EXECUTED as of the date first written above.

LANDLORD:

INOVA HEALTH CARE SERVICES

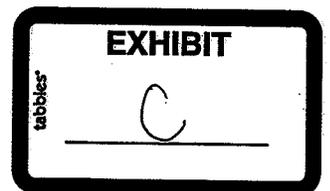
By: Inova Health System Foundation,
its Sole Member

By: _____

Name: Richard C. Magenheimer

Its: Chief Financial Officer

[Signatures Continue on Next Page]



TENANT:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, acting in its proprietary capacity and not its governmental or regulatory capacity.

By: _____
Name: Anthony H. Griffin
Title: County Executive

COMMONWEALTH OF VIRGINIA)

COUNTY OF _____)

SS:

This instrument was acknowledged before me on the ____ day of _____, _____, by Richard C. Magneheimer, Chief Financial Officer of Inova Health System Foundation.

Notary Public in and for the State of

Virginia

My Commission Expires: _____

COMMONWEALTH OF VIRGINIA)

COUNTY OF _____)

SS:

This instrument was acknowledged before me on the ____ day of _____, _____, by Anthony H. Griffin, County Executive of Fairfax County, Virginia.

Notary Public in and for the State of

Virginia

My Commission Expires: _____

[Signatures End]