

Exhibit I to Contract of Sale

DECLARATION OF EASEMENTS, COVENANTS, RESTRICTIONS AND AGREEMENTS

THIS DECLARATION OF EASEMENTS, COVENANTS, RESTRICTIONS AND AGREEMENTS (this "Declaration") is made as of this ____ day of _____, 20__ (the "Effective Date") by **Inova Health Care Services** (f/k/a Inova Health System Hospitals) ("Inova").

RECITALS:

- R-1. Inova is currently the owner in fee simple of certain real property consisting of approximately __ acres of land, located in Fairfax County, Virginia, described as Lot 1, Lot 2, Lot 3, Lot 4A, Lot 4B, Lot 5A, Lot 5B, Lot 6, Lot 7 and Lot 8, as shown on a plat prepared by Dewberry & Davis LLC, dated _____, attached to a Deed recorded among the Land Records in Deed Book _____ at Page _____ (the "Subdivision Plat"), a copy of which is attached hereto as **Exhibit A**, being a resubdivision of Parcel "F", Willow Oaks Corporate Center and Parcel "B" Strathmeade Springs.
- R-2. Lot 1, Lot 2, Lot 3, Lot 4A and Lot 5A as shown on the Subdivision Plat are subject to the Willow Oaks Zoning Approval, as defined in Section 1.19.
- R-3. Lot 4B, Lot 5B, Lot 6, Lot 7 and Lot 8 as shown on the Subdivision Plat are, among other land, subject to the Inova Fairfax Hospital Zoning Approval as defined in Section 1.6.
- R-4. Lot 1, Lot 2, Lot 3, Lot 4A, Lot 4B and Lot 5A (together the "Inova Willow Oaks Property") are the subject of this Declaration and collectively comprise land planned to be developed with, among other things: (1) three to five separate buildings consisting of a total of up to 487,804 square feet of GFA (defined in Section 1.3) and parking within Lot 1, Lot 2 and Lot 3; (2) a common stormwater management and best management practices facility within Lot 4A and Lot 4B; and (3) the northern portion of a private travelway on Lot 5A connecting the Inova Willow Oaks Property to the Inova Fairfax Hospital Campus.
- R-5. Lot 5B, Lot 6, Lot 7 and Lot 8 are not part of the Inova Willow Oaks Property and are not subject to this Declaration.
- R-6. Inova is the sole owner of the Inova Willow Oaks Property and desires by this Declaration to establish certain easements, covenants, restrictions and agreements relative to the Inova Willow Oaks Property which will be binding upon each present and future owner of the Inova Willow Oaks Property so as to provide for coordinated construction, operation, use, and maintenance of certain aspects of the Inova Willow Oaks Property and of certain improvements to be constructed thereon; to provide for the sharing

of certain operating and maintenance costs thereof; and to provide for the allocation of proffered obligations, all as more particularly set forth herein.

NOW, THEREFORE, Inova, being the sole owner of the Inova Willow Oaks Property, hereby declares that the Inova Willow Oaks Property is and shall be owned, transferred, held, sold, conveyed and accepted subject to this Declaration. Inova does hereby further declare that each of the following easements, covenants, conditions, restrictions, burdens, uses, privileges, and charges shall exist at all times hereafter amongst, and be binding upon and inure to the benefit of, all parties having or acquiring any right, title or interest in or to the Inova Willow Oaks Property, or portion(s) thereof as may be applicable, and run with the land subject to this Declaration, or portion(s) thereof as may be applicable. Each of the provisions of the foregoing recitals and exhibits attached hereto are hereby incorporated herein as if fully set forth.

ARTICLE 1
Definitions

The following words and phrases shall be construed as follows: (i) "At any time" shall be construed as "at any time or from time to time"; (ii) "any" shall be construed as "any and all"; (iii) "including" shall be construed as "including but not limited to"; (iv) "will" and "shall" shall each be construed as mandatory; and (v) the word "in" with respect to an easement granted or reserved "in" a particular Lot shall mean, as the context may require, "in," "to," "on," "over," "within," "through," "upon," "across," "under," and any one or more of the foregoing. Except as otherwise specifically indicated, all references to Article, Section and Subsection numbers or letters shall refer to Articles, Sections and Subsections of this Declaration, and all references to exhibits refer to the exhibits attached to this Declaration, which exhibits are an integral part of this Declaration.

As used in this Declaration the following terms shall have the following meanings:

SECTION 1.1 "Building(s)" shall mean the principal structure(s) located within the boundaries of Lot 1, Lot 2 and Lot 3, respectively, as the context may require, now or hereafter constructed on such Lots. The term Building shall not, however, include parking garages.

SECTION 1.2 "County" shall mean the County of Fairfax, Virginia, and any successor political entity thereto, in its governmental or regulatory capacity, and not in its proprietary capacity.

SECTION 1.3 "GFA" shall mean "gross floor area" as defined by the Zoning Ordinance of Fairfax County, Virginia as of the Effective Date hereof.

SECTION 1.4 "Improvements" shall mean any and all Buildings, structures and other facilities of every nature or character located, from time to time, on the Lots.

SECTION 1.5 "Inova Willow Oaks Property" shall have the meaning described in Recital R-4 of this Declaration.

SECTION 1.6 "Inova Fairfax Hospital Zoning Approval" shall mean RZ 2008- PR-009 and SEA 80-P-078-15 approved by the Board of Supervisors of Fairfax County, Virginia on July 13, 2009 as the same may be amended from time to time.

SECTION 1.7 "Land Records" shall mean the land records of the Circuit Court of Fairfax, Virginia.

SECTION 1.8 "Lot(s)" shall mean each of Lot 1, Lot 2, Lot 3, Lot 4A, Lot 4B and Lot 5A as well as any parcels or lots produced by any resubdivision of such Lots (including condominium, cooperative or timeshare regimes established pursuant to the applicable Virginia statutes) or consolidation thereof.

SECTION 1.9 "Mortgage" shall mean a mortgage, deed of trust, sale leaseback, or other interest created for the purpose of securing an indebtedness encumbering a Lot, and recorded among the Land Records.

SECTION 1.10 "Mortgagee" shall mean the secured party under a Mortgage.

SECTION 1.11 "Notice" shall mean any communication affected in the manner prescribed in Article 9 hereof.

SECTION 1.12 "Owner(s)" shall mean, with respect to any Lot, the owner of record of fee simple title to such Lot. When one or more persons are the Owner, all such persons having a fee simple interest in such Lot shall be deemed to be an Owner and all of such Owners shall be jointly and severally liable for the performance of the obligations of this Declaration with respect to such Lot. In the event of a ground lease of any Lot, the fee simple owner of record or the ground lessee as determined by the ground lease shall be the Owner for purposes of this Declaration. In the event the ground lease is silent as to this provision, the Owner for purposes of this Declaration shall be considered the fee owner. No party having an interest in a Lot or Building merely as security for the performance of an obligation or as a tenant under a lease of a Building or other Improvement on a Lot shall be considered an Owner. In the event that any portion of any of the Lots is developed as a condominium, cooperative or timeshare regime established pursuant to the applicable Virginia Statutes, for all purposes of this Declaration, the Owner shall be the condominium, cooperative or timeshare association, acting by and through the executive organ thereof and not the owners of the individual units, cooperative shares or timeshare interests.

SECTION 1.13 "Person(s)" shall mean individuals, partnerships, associations, corporations, limited liability companies and any other form of business organization, or one or more of them, as the context may require.

SECTION 1.14 "Pro Rata Building Share" shall be, for purposes of determining the allocation of TDM Program Operation Costs as provided in Section 6.2, a fraction applicable to each of Lot 1, Lot 2 and Lot 3, the numerator of which shall be the amount of GFA of Building area constructed (or Substantially Complete) on each such Lot and the denominator of which shall be the total amount of GFA constructed on all of such Lots together. The Pro Rata Building Share of the respective lots may change from time to time according to the total amount of GFA constructed on all of such Lots together at any given time.

SECTION 1.15 "Substantial Completion and Substantially Complete" as it relates to each Building or any designated portion thereof, shall mean the date, when: (a) construction is sufficiently complete such that the Owner(s) can occupy and utilize the Building(s) or designated portion(s) thereof (including all necessary operating services) for its intended use, subject only to certain unfinished items of construction that are not necessary for the issuance of partial or final occupancy permits (as applicable) or commencement or continuation of rental or other operations on the respective Lot (or portion thereof) or the safe use of the respective Lot (or portion thereof); and (b) all required governmental inspections applicable to the construction have been conducted and partial or final occupancy permits (as applicable) have been issued by the County and delivered to the Owner(s).

SECTION 1.16 "SWM/BMP Pond" shall mean the stormwater detention and best management practices facility as shown on Fairfax County Site Plan SP # 55-44-SP-01, as it may be amended from time to time.

SECTION 1.17 "Willow Oaks GDP" shall mean the Inova Willow Oaks Partial Generalized Development Plan Amendment – PCA 87-P-038-04, prepared by Dewberry & Davis LLC, dated April 14, 2008, revised through June 10, 2009, and approved pursuant to PCA 87-P-038-04, as the same may be amended from time to time.

SECTION 1.18 "Willow Oaks Proffers" shall mean the Inova Willow Oaks proffered conditions dated July 6, 2009 adopted pursuant to PCA 87-P-038-04, as the same may be amended from time to time.

SECTION 1.19 "Willow Oaks Zoning Approval" shall mean, collectively, PCA 87-P-038-04 approved by the Board of Supervisors of Fairfax County, Virginia on July 13, 2009, the Willow Oaks Proffers and the Willow Oaks GDP, all as the same may be amended from time to time.

SECTION 1.20 "Zoning Administrator" shall mean the Zoning Administrator of Fairfax County, Virginia.

SECTION 1.21 "Zoning Ordinance" shall mean the Zoning Ordinance of Fairfax County, Virginia, as the same may be amended from time to time.

ARTICLE 2
Statement of Purposes

SECTION 2.1 General Purposes. Inova on behalf of itself and for the benefit of itself and future Owners does hereby declare, for the protection, development, improvement, and maintenance of the Inova Willow Oaks Property, that the terms, covenants, conditions, restrictions, reservations, easements, liens, rights, burdens, uses, benefits and privileges set forth in this Declaration shall and do exist at all times during the term of this Declaration as, and to the extent more fully provided herein, covenants running with the Inova Willow Oaks Property, or portion(s) thereof as may be applicable, at law as well as in equity, burdening the Inova Willow Oaks Property, or portion(s) thereof as may be applicable, as the servient tenement, and binding upon and, to the extent provided below, benefiting each and every Owner.

SECTION 2.2 Binding Upon any Lease or Other Document of Transfer. Notwithstanding the failure of any deed, lease or other instrument of conveyance, whereby an Owner conveys to another Person either (i) an interest in any Lot; or (ii) the right to occupy floor area on the Owner's Lot, to contain a clause which specifically subjects such deed, lease or other documents to this Declaration, any new Owner shall be deemed to have automatically assumed the obligation to keep, perform and observe the provisions of this Declaration with respect to the Lot of which it is an Owner, and any other conveyance (e.g. a lease) shall be subject to the terms and provisions of this Declaration.

SECTION 2.3 Declaration Benefits the Inova Willow Oaks Property.

(a) The provisions of this Declaration burden only the Inova Willow Oaks Property or portion thereof as may be applicable. This Declaration shall be enforceable only by an Owner.

(b) There is no intention for the provisions of this Declaration to benefit any land or any Persons other than as specifically described herein. The existence of provisions of this Declaration that may benefit Persons owning or holding an interest in land outside the property described in this Declaration does not confer upon them any right whatsoever to enforce this Declaration, whether as third-party beneficiaries or otherwise. No Person other than those described in Section 2.3 (a) hereof shall have any rights to enforce the provisions of this Declaration.

ARTICLE 3
Easements

SECTION 3.1 General Provisions.

(a) Each Owner, intending to bind itself, the Lots and its successors and assigns, hereby grants, establishes and reserves the easements, rights and privileges hereinafter set forth.

(b) For purposes of this Article the following shall apply:

(i) A Person granting an easement is called the "Grantor" it being intended that the grant shall thereby bind and include not only such Person but also its grantees, successors and assigns.

(ii) A Person to whom an easement is granted is called the "Grantee". Unless expressly stated otherwise, the grant shall benefit only the Lot(s) to which the dominant tenement is granted. The Grantee may permit and designate from time to time its permittees to use such easement, which may include any Person entitled to occupy a portion or portions of a Lot as a tenant under a lease and such Person's respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees and concessionaires, provided that (a) no permission shall authorize a use of the easement contrary to the use as granted; and (b) no unauthorized use shall act to extinguish the easement for the use as granted.

(iii) The grant of an easement by Grantor shall bind its Lot which shall, for the purpose of this Declaration be deemed to be the servient tenement. Where only a portion of the Lot is bound and burdened by the easement, only that portion shall be deemed to be the servient tenement.

(iv) The grant of an easement to a Grantee shall benefit and be appurtenant to its Lot which shall, for the purpose of this Declaration, be deemed to be the dominant tenement.

(c) All easements granted hereunder shall exist by virtue of this Declaration without the necessity of confirmation by any other document. Likewise, upon the termination of any easement (in whole or in part) or its release with respect to all or any part of any Lot in accordance with the terms of this Declaration, such easement shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the request of any other Owner, each Owner will sign and acknowledge a document memorializing the existence (including the location and any conditions), the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any easement, if the form and substance of the document as reasonably acceptable to each Owner. Unless provided otherwise, all easements granted herein are perpetual, nonexclusive and irrevocable.

(d) The use of all easements granted hereunder shall be in accordance with the rules and regulations as may be established from time to time by the Grantor, in its sole, but reasonable discretion. The Grantor reserves the right to (i) eject from the easement areas any Person not authorized to use the same; (ii) close off the easement areas for such reasonable periods of time as may be (a) legally necessary to prevent the acquisition of prescriptive rights by anyone, (b) necessary to effect repairs and restoration required herein; and/or (c) necessary to perform construction permitted hereby. Notwithstanding the rules regulating the use of the easements granted hereunder, the Grantee Owners shall at all times maintain the right to make appropriate use of the easements granted hereunder (including the right to enter another Owner's Lot) where the exigency of circumstances reasonably requires it.

SECTION 3.2 SWM/BMP Pond Easement. The Lot 4A Owner and the Lot 4B Owner hereby grant, establish and reserve unto each of the other Owners and themselves, a non-exclusive SWM/BMP Pond Easement in Lot 4A and Lot 4B in the area as generally designated on **Exhibit B** for the benefit of each Owner. Such easement shall be for the purpose of transmitting stormwater from the Lots through and across Lot 4A and/or Lot 4B to the SWM/BMP Pond and utilizing the SWM/BMP Pond to meet stormwater detention and best management practices requirements of each the respective Lots, subject to the SWM/BMP Pond capacity allocations and operation and maintenance obligations set forth in Article 5. The Owners acknowledge that the SWM/BMP Pond Easement is not exclusive to them and that the Lot 4A Owner and the Lot 4B Owner may grant similar easement(s) for similar purposes to others, subject to the SWM/BMP Pond capacity allocations and operation and maintenance obligations set forth in Article 5. The exact location of the SWM/BMP Pond Easement will be determined based on final design, and the Owners agree to execute an amendment to this Declaration following construction of the Improvements within such area, to provide an exhibit that more specifically identifies and locates the SWM/BMP Pond Easement Area.

SECTION 3.3 Storm Sewer Easement. The Lot 4A Owner hereby grants, establishes and reserves unto each of the other Owners and itself, a non-exclusive Storm Sewer Easement in Lot 4A in the area as generally designated on **Exhibit B** for the benefit of each Owner. Such easement shall be for the purpose of collecting and transmitting storm water through the Improvements located within the easement area to the SWM/BMP Pond. The Owners acknowledge that the easement is not exclusive to them and that the Lot 4A Owner may grant similar storm sewer easements(s) for similar purposes to others. The exact location of the Storm Sewer Easement will be determined based on final design, and the Owners agree to execute an amendment to this Declaration following construction of the Improvements within such area, to provide an exhibit that more specifically identifies and locates the Storm Sewer Easement Area.

SECTION 3.4 Pedestrian Access Easement. The Lot 1 Owner, the Lot 2 Owner, the Lot 4A Owner and the Lot 4B Owner hereby grant, establish and reserve unto each of the other Owners and themselves, a non-exclusive Pedestrian Access Easement in Lot 1, Lot 2, Lot 4A and Lot 4B, respectively, in the areas as generally designated on **Exhibit B** for the benefit of each Owner. Such easement shall be for the purpose of pedestrian ingress and egress, sitting or resting, but only where the facilities for such are provided and only to the extent not prohibited by such rules and regulations as are reasonably established from time to time in accordance with the provisions of and subject to the exigent circumstances set forth in Section 3.1(d). With respect to the Lot 4A Owner and the Lot 4B Owner such easement shall also be for the purpose of maintaining, repairing and replacing the Improvements within the easement as provided in Section 5.4. The exact location of the Pedestrian Access Easement will be determined based on final design, and the Owners agree to execute an amendment to this Declaration following construction of the Improvements within such area, to provide an exhibit that more specifically identifies and locates the Pedestrian Access Easement Area.

SECTION 3.5 SWM/BMP Pond Access Easement. The Lot 1 Owner hereby grants, establishes and reserves unto the Lot 4A Owner and the Lot 4B Owner, a non-exclusive SWM/BMP Pond Access Easement in Lot 1 in the area as generally designated on **Exhibit B** for the benefit of the Lot 4A Owner and the Lot 4B Owner. Such easement shall be for the purpose of providing pedestrian and vehicular access to the SWM/BMP Pond to operate, maintain, repair and replace the SWM/BMP Pond and appurtenant Improvements. The rights in such easement may be assigned by the Lot 4A Owner and Lot 4B Owner to the County as may be required pursuant to a stormwater management agreement with the County as provided in Section 5.4. The exact location of the SWM/BMP Pond Access Easement will be determined based on final design, and the Owners agree to execute an amendment to this Declaration following construction of the Improvements within such area, to provide an exhibit that more specifically identifies and locates SWM/BMP Pond Access Easement Area.

SECTION 3.6 Structural and Support Easements. The Lot 1 Owner and the Lot 2 Owner hereby grant, establish and reserve unto the Lot 4A Owner and the Lot 4B Owner, for the benefit of such Owners, easements for (i) support in and to all temporary and permanent structural members, columns, footings, foundations, tiebacks and other Improvements which are necessary for the support of the SWM/BMP Pond and any of its related Improvements including the SWM/BMP Pond retaining wall; (ii) the installation, construction, maintenance, use, repair and replacement of such Improvements, and (iii) the installation, use, maintenance, repair, replacement and removal of temporary and permanent underground footings, sheeting/shoring, tie-backs and other measures for the purpose of supporting such Improvements. The easements granted in this Section 3.6 are subject to the insurance and indemnity provisions of Article 8. In addition, prior to any Grantee Owner exercising the right to utilize the easements granted in this Section 3.6, such Grantee owner shall obtain the written approval

of the Grantor Owner as to the type, location and duration of any such Improvements as contemplated herein. Such approval shall not be unreasonably withheld, conditioned or delayed and shall be deemed given if no written response is provided within ten (10) calendar days of Grantor Owner's receipt of the Grantee Owner's request for approval. The Grantee Owner shall restore any damage to the Grantor Owner's Lot that is caused by construction related to the easements granted herein within a reasonable time and to a condition consistent with that prior to any disturbance.

SECTION 3.7 Construction Easements. Each Owner hereby grants, establishes and reserves unto each of the other Owners easements in the Lots for temporary construction purposes to facilitate the construction, maintenance and repair of each of the Buildings and other Improvements, including reasonable access thereto. Such easements are established only to the extent and for a duration that they are reasonably necessary (i.e., such work cannot be reasonably accommodated without resort to the easement created hereby) and provided that reasonable Notice is provided to the Grantor Owner and that the use of such easement does not have a materially adverse effect on the use, continuous operation or value of the affected Lot, or result in any violation of any zoning ordinance, or any applicable laws or regulations. The easements granted in this Section 3.7 are subject to the insurance and indemnity provisions of Article 8. In addition, prior to any Grantee Owner exercising the right to utilize the easements granted in this Section 3.7, such Grantee owner shall obtain the written approval of the Grantor Owner as to the type, location and duration of any such easements as contemplated herein. Such approval shall not be unreasonably withheld, conditioned or delayed and shall be deemed given if no written response is provided within ten (10) calendar days of Grantor Owner's receipt of the Grantee Owner's request for approval. The Grantee Owner shall restore any damage to the Grantor Owner's Lot that is caused by construction related to the easements granted herein within a reasonable time and to a condition consistent with that prior to any disturbance.

SECTION 3.8 Implementation of Legal Requirements. Each Owner hereby grants, establishes and reserves unto each of the other Owners and itself easements in the Lots for the purpose of the implementation of any legal requirement imposed by the Willow Oaks Zoning Approval to the extent any such legal requirement cannot be reasonably satisfied or accommodated without resort to the easement created hereby, provided that the use of such easement by such Owner does not have a materially adverse effect on the use, operation or value of the affected Lot. Specifically, but without limiting the foregoing, each Owner shall, at no charge, grant easements or dedicate right-of-way necessary to implement the Willow Oaks Proffers, notwithstanding which of the Owners is obligated to fulfill any particular Proffer as provided in Section 4.6 below. The easements granted in this Section 3.8 are subject to the insurance and indemnity provisions of Article 8.

SECTION 3.9 No Dedication. Nothing contained in this Article 3, including the creation and establishment of the easements herein provided, shall be deemed to constitute the dedication of any portion of any Lot to public use.

SECTION 3.10 Easements for Encroachments. If and to the extent any of the Buildings or other Improvements, or portions thereof, encroach upon an adjacent Lot, an easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist whether such encroachment shall be because of any deviation from construction plans and the actual construction, repair, renovation, restoration or replacement of any Improvement, or because of the settling or shifting of any land or Improvements thereon. In the event any portion of the Improvements shall be partially or totally destroyed and then rebuilt, minor encroachments between Lots due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist provided, however, that such easements shall not relieve an Owner of liability in cases of willful and intentional misconduct or negligence by such Owner or its agents or employees. The easements granted in this Section 3.10 are subject to the insurance and indemnity provisions of Article 8.

SECTION 3.11 Right to Grant Easements. Subject to the terms and conditions contained herein and the obligations of each Owner set forth herein, nothing contained in this Declaration shall be deemed to prohibit or limit the right of any Owner to grant easements to any Person for any purpose, or to any governmental unit, public body and/or utility company for the construction, installation, operation, maintenance, repair, relocation, modification, extension or alteration of utility facilities in its Lot so long as such utility facilities are installed underground (except for equipment which is customarily installed above ground in Fairfax County, Virginia commercial developments) and service shall continue unimpaired and provided that no grant of an easement pursuant to this Section or exercise thereof shall interfere with any other rights under this Declaration.

SECTION 3.12 Relocation of Utility Easements. If at any time it shall become necessary to relocate or add to utility easements in order to provide utility service to any Lot, the Grantor Owner of the affected Lot agrees to grant such additional or relocated utility easements provided such easements do not interfere with the use, operation and enjoyment of such Owner's Lot or the Improvements thereon, and the Grantee Owner shall pay for all costs and expenses incurred as a result of or with respect to the exercise of any rights granted to the Grantee Owner under this Section. Any such new or relocated utilities granted by the Grantor Owner shall be designated on revised plans prepared by the Grantee Owner and approved by the Grantor Owner, which approval shall not be unreasonably withheld or delayed. The plans as so revised shall be acknowledged in writing by both Owners. In addition to the foregoing, the Grantor Owner of an affected Lot shall have the right to relocate any easements provided to a Grantee Owner provided such relocation does not materially interfere with such Grantee Owners' use of such easement and further provided the Grantor Owner pays all costs regarding such relocation. The

relocation of any utility easement pursuant to this Section shall be subject to the insurance and indemnity provisions of Article 8.

ARTICLE 4
Zoning Approval

SECTION 4.1 Inova Fairfax Hospital Zoning Approval. The Owners acknowledge that Lot 4B is subject to the Inova Fairfax Hospital Zoning Approval and that this Declaration shall in no way create any right or interest in any of the other Owners with respect to the Inova Fairfax Hospital Zoning Approval, including any right or interest in density/intensity attributable to Lot 4B and including the right to join in or otherwise consent to any amendment to the Inova Fairfax Hospital Zoning Approval.

SECTION 4.2 Willow Oaks Zoning Approval. The Owners acknowledge that Lot 1, Lot 2, Lot 3, Lot 4A and Lot 5A are subject to the Willow Oaks Zoning Approval.

SECTION 4.3 Allocation of Approved Willow Oaks GFA. The Willow Oaks Zoning Approval currently provides for development of up to 487,804 square feet of GFA among Lot 1, Lot 2 and Lot 3. The Willow Oaks Zoning Approval allocates GFA to Lot 1, Lot 2 and Lot 3 as a whole, notwithstanding the density/intensity which may be attributed to each Lot by virtue of any subdivision of the Inova Willow Oaks Property. No Owner shall be entitled to decrease, by amendment to the Willow Oaks Zoning Approval, the allowable GFA of any Building owned by any other Owner without first obtaining the written consent of the affected Owner. The right to develop the currently approved GFA shall be allocated among Lot 1, Lot 2 and Lot 3 as follows:

- (a) Lot 1 is allocated 160,000 square feet of GFA;
- (b) Lot 2 is allocated 69,804 square feet of GFA; and
- (c) Lot 3 is allocated 258,000 square feet of GFA.

The Owners acknowledge that the Willow Oaks Proffers allow for the reallocation of GFA among Lot 1, Lot 2 and Lot 3, as may be approved by the Zoning Administrator. Such a reallocation of GFA may be agreed to among the Owners of the affected Lots without requiring the consent of any of the other Owners. In the event of such reallocation of GFA, the Owners shall cooperate to enter an amendment to this Section 4.3 to reflect the reallocation.

SECTION 4.4 Cellar Space. The Owners acknowledge that GFA as currently defined in the Zoning Ordinance does not include floor area within a "cellar", as currently defined in the Zoning Ordinance. Accordingly, the allocation of GFA as provided in Section 4.3 shall be exclusive of, and shall not prohibit the construction of, cellar floor area within the respective Buildings. In order to

prevent any Owner's GFA allocation as provided in Section 4.3 from being affected by construction of another Owner's Building, any cellar floor area constructed in any of the respective Buildings shall not be deemed GFA for purposes of this Declaration, even in the event of a subsequent amendment to the Zoning Ordinance that classifies cellar floor area as GFA. For example, if the Building on Lot 1 is constructed with a total of 200,000 square feet of floor area, including 160,000 square feet of GFA and 40,000 square feet of cellar floor area, and the Zoning Ordinance is subsequently amended to classify cellar floor area as GFA, the Lot 1 Owner shall nevertheless be restricted by this Declaration from characterizing its Building as containing any more than 160,000 square feet of GFA allocated to it by Section 4.3.

SECTION 4.5 Amendment to Willow Oaks Zoning Approval; Special Exceptions/Special Permits. Any Owner shall be permitted to file with respect to the Lot owned by it (or any portion thereof), and without the consent of the other Owners, such applications for amendment to the Willow Oaks Zoning Approval and/or applications for special exception and/or special permit uses with respect to its Lot, or portion thereof, so long as any proffered condition amendment meets the requirements of the Fairfax County Zoning Ordinance for such a partial amendment, as determined by the Zoning Administrator. Any proffered conditions, development plan conditions, special exception or special permit conditions, or other conditions or obligations that arise from such application that are in addition to those set forth in the Willow Oaks Zoning Approval as of July 13, 2009 and allocated in Section 4.6 below shall be the sole obligation of the requesting Owner.

SECTION 4.6 Allocation of Willow Oaks Proffers. The Owners hereby agree that the responsibility, cost and expense of complying with the Willow Oaks Proffers shall be allocated among them as provided in this Section 4.6, subject to the obligations of the Owners to share the cost of certain obligations as provided in this Declaration. It is the Owners' intention that the following proffer allocations shall allow for each Lot to develop independently with respect to the Willow Oaks Proffers. In the event it is determined by an Owner, or if it is required through the development permitting process, that certain of any Owner's obligations under this Section 4.6 are reasonably required to be completed as a condition of development of another Owner's Lot, then the Owners agree to cooperate with each other to arrive at an equitable arrangement that allows the developing Owner to advance the proffered improvement with the non-developing Owner agreeing to reimburse the developing Owner's cost in so doing. An Owner to whom proffer responsibilities are allocated by this Section 4.6 may contract with third parties or assign the obligation to fulfill such proffer to others; however, such Owner shall remain directly responsible to the other Owners under this Declaration to fulfill the proffered obligations allocated to such Owner. The Owners acknowledge that the Zoning Administrator is not bound by the proffer allocations set forth in this Declaration, and in the event the Zoning Administrator determines the proffers are to be applied to the Owners in a manner that conflicts with the proffer allocations as set forth in this Section 4.6, the Owners agree to

cooperate with each other to arrive at an equitable amendment to this Section 4.6 in response to such determination.

(a) Proffered Obligations Common to Owners of Lot 1, Lot 2 and Lot 3. Each of the Owners of Lot 1, Lot 2 and Lot 3 shall be responsible as the "Applicant" (as defined in the Willow Oaks Proffers) for complying with the following Willow Oaks Proffers as they relate to development of such Owner's respective Lot:

Plan Amendment. (i) Proffer 1. Partial Generalized Development

(ii) Proffer 2. Minor Modifications.

(iii) Proffer 3. Proposed Development.

(iv) Proffer 4. Uses.

(v) Proffer 5. Cellar Use.

(vi) Proffer 6. Parking.

Improvements. (vii) Proffer 8. Pedestrian Circulation

(viii) Proffer 11. Bicycle Facilities. Each such Owner shall be responsible as the "Applicant" for complying with the bicycle parking facility, shower and changing room requirements of Proffer 11 as they relate to such Owner's respective Lot. The Lot 3 Owner shall bear the sole responsibility for complying with the sign plan requirement of Proffer 11, as provided in Section 4.6(d)(iv) below.

(ix) Proffer 12. Transportation Demand Management. Each such Owner shall be responsible for providing on its respective Lot the following Transportation Demand Management ("TDM") components required in Proffer 12(A)(iii):

(A) Common area displays of transportation information (Proffer 12.A(iii)(d));

(B) Reserved spaces for employee carpoolers and van poolers proximate to building entrances (Proffer 12.A(iii)(g));

(C) On-site bicycle storage, showers and changing facilities (Proffer 12.A(iii)(h));

(D) A sidewalk system designed to encourage/facilitate pedestrian circulation (Proffer 12.A(iii)(i)); and

(E) Other such improvements as may be established from time to time as provided in Proffer 12.A(iii).

In addition, each such Owner shall cooperate with the Lot 3 Owner and the TDM Program Manager (as defined in Section 4.7) designated by the Lot 3 Owner to implement the programmatic, survey, reporting, trip counting, evaluation and County coordination elements of the TDM program as required by Proffer 12. Such Owners shall share the cost and expense of implementing the TDM program as provided in Sections 6.2 and 6.4.

(x) Proffer 13. Limits of Clearing and Grading.

(xi) Proffer 14. Tree Preservation.

(xii) Proffer 15. Landscaping. Each such Owner shall be responsible as the "Applicant" for complying with the general landscaping requirements of Proffer 15 and the specific landscaping submission requirements of Proffer 15.A as they relate to of each such Owner's respective Lot. The Lot 1 Owner shall bear the sole responsibility for complying with the requirements of Proffer 15.B., as provided in Section 4.6(b)(i) below.

(xiii) Proffer 18. Lighting. Each such Owner shall be responsible as the "Applicant" for complying with the site and building lighting requirements of Proffer 18 as they relate to of each such Owner's respective Lot. The Lot 1 and 2 Owners shall bear the responsibility for complying with the requirements of Proffer 18 related to parking garage lighting, as provided in Sections 4.6(b)(iii) and 4.6(c)(ii) below.

(xiv) Proffer 19. Signage.

(xv) Proffer 21. Building Design. Each such Owner shall be responsible as the "Applicant" for complying with the building design requirements of Proffer 21.A., 21.B., 21.C., 21.E., 21.F. and 21.G., as they relate to each such Owner's respective Lot. The Lot 1 and 2 Owners shall bear the responsibility for complying with the requirements of Proffer 21.D., as provided in Sections 4.6(b)(v) and 4.6(c)(iv) below.

(xvi) Proffer 24. Parks and Public Schools. Each such Owner shall be responsible to make the financial contribution required by Proffer 24 commensurate with the GFA allocations as provided in Section 4.3.

(xvii) Proffer 26. Site Plan Copies to Supervisor and Planning Commissioner.

(xviii) Proffer 27. Compliance with Federal, State, and Other Local Laws/Severability.

(xix) Proffer 28. Severability.

(xx) Proffer 29. Successors and Assigns.

(b) Lot 1 Owner Proffer Obligations. The Lot 1 Owner shall bear the sole responsibility, cost and expense of complying with the following Willow Oaks Proffers:

(i) Proffer 11. Bicycle Facilities. The Lot 1 Owner shall provided a minimum of three (3) bicycle lockers or cages within Garage B, as shown on the Willow Oaks GDP

(ii) Proffer 15.B. Landscaping. The Lot 1 Owner shall bear the sole responsibility, cost and expense of complying with the supplemental landscaping requirements of Proffer 15.B.

(iii) Proffer 16. Building Setback. The Lot 1 Owner shall bear the sole responsibility, cost and expense of complying with Proffer 16 as it relates to Lot 1 and the Building and parking garage to be constructed on Lot 1.

(iv) Proffer 18. Lighting. The Lot 1 Owner shall bear the sole responsibility, cost and expense of complying with Proffer 18 as it relates to Lot 1 and the Building and parking garage to be constructed on Lot 1.

(v) Proffer 20. Construction Hours. The Lot 1 Owner shall bear the sole responsibility, cost and expense of complying with Proffer 20 as it relates to Lot 1 and the Building and parking garage to be constructed on Lot 1.

(vi) Proffer 21. Building Design. The Lot 1 Owner shall bear the sole responsibility, cost and expense of complying with Proffer 21.D. as it relates to Lot 1 and the Building to be constructed on Lot 1.

(vii) Proffer 23. Low Impact Development.

(c) Lot 2 Owner Proffer Obligations. The Lot 2 Owner shall bear the sole responsibility, cost and expense of complying with the following Willow Oaks Proffers:

(i) Proffer 16. Building Setback. The Lot 2 Owner shall bear the sole responsibility, cost and expense of complying with Proffer 16 as it relates to Lot 2 and the Building and parking garage to be constructed on Lot 2.

(ii) Proffer 18. Lighting. The Lot 2 Owner shall bear the sole responsibility, cost and expense of complying with Proffer 18 as it relates to Lot 2 and the Building and parking garage to be constructed on Lot 2.

(iii) Proffer 20. Construction Hours. The Lot 2

Owner shall bear the sole responsibility, cost and expense of complying with Proffer 20 as it relates to the parking garage to be constructed on Lot 2.

(iv) Proffer 21. Building Design. The Lot 2 Owner shall bear the sole responsibility, cost and expense of complying with Proffer 21.D. as it relates to Lot 2 and the Building to be constructed on Lot 2.

(d) Lot 3 Owner Proffer Obligations. The Lot 3 Owner shall bear the sole responsibility, cost and expense of complying with the following Willow Oaks Proffers:

(i) Proffer 7. Road Improvements.

(ii) Proffer 9. Crosswalks.

(iii) Proffer 10. Bus Facilities.

(iv) Proffer 11. Bicycle Facilities. The Lot 3 Owner shall bear the sole responsibility, cost and expense of preparing the sign plan required by Proffer 11. The Lot 3 Owner shall provided a minimum of three (3) bicycle lockers or cages within Garage A, as shown on the Willow Oaks GDP. Each of the Owners shall bear responsibility for complying with the bicycle facility requirements of Proffer 11 for its respective Lot, as provided in Section 4.6(a)(viii).

(v) Proffer 12. Transportation Demand Management (TDM). The Lot 3 Owner shall bear the responsibility for managing the implementation of the TDM program required by Proffer 12. Specifically, but without limitation, the Lot 3 Owner shall bear the sole responsibility for providing the TDM program manager (Proffer 12.A.(iii)(b)) to implement the programmatic, survey, reporting, trip counting, evaluation, and coordination with Fairfax County as required in Proffer 12. The Lot 3 Owner shall be reimbursed for by the other Owners for costs associated with the implementation of the TDM program as provided in Section 6.4.

(vi) Proffer 25. Advanced Density/Intensity Credit. The Lot 3 Owner shall be entitled to all reservations of advanced density/intensity credit related to dedications of the Inova Willow Oaks Property.

(e) Lot 4A Owner Proffer Obligations. The Lot 4A Owner shall bear the sole responsibility, cost and expense of complying with the following Willow Oaks Proffers:

(i) Proffer 17. Fence.

(ii) Proffer 22. Stormwater Management Facilities. The Lot 4A Owner shall bear the responsibility for implementing the stormwater management facility requirements of Proffer 22. The Lot 4A Owner

shall be reimbursed by the other Owners for costs associated with the stormwater management facilities as provided in Section 6.3.

SECTION 4.7 TDM Program Operation.

(a) At least ninety (90) days prior to the date that site plan submission is expected for the first of the Buildings, the Lot 3 Owner shall designate a TDM program manager (the "TDM Program Manager") to implement the programmatic, survey, reporting, trip counting, evaluation, and coordination with Fairfax County Department of Transportation as required in Proffer 12 (collectively, the "TDM Program"). Such designation shall be subject to the approval of the other Owners, such approval not to be unreasonably withheld, conditioned or delayed.

(b) Following Owner approval of such designation, the Lot 3 Owner shall engage the TDM Program Manager to prepare the TDM Program for the Lots in conformance with Proffer 12. The TDM Program Manager shall seek the input of the Owners in the preparation of the TDM Program, and shall submit the proposed TDM Program and budget therefore to each of the Owners for approval, such approval not to be unreasonably withheld, conditioned or delayed. Adjustments to this initial (or subsequently approved) TDM Program and budget that would result in an increase in TDM Program Operation Costs that exceeds 115% of the initial (or subsequently approved) budget shall be subject to review and approval by the Owners.

(c) Following Owner approval of the TDM Program, the TDM Program Manager shall coordinate the submission to, and review and approval of, the TDM Program by the Fairfax County Department of Transportation (FCDOT). The TDM Program Manager shall submit to the Owners any changes to the Owner approved TDM Program requested by FCDOT, and any such changes shall be subject to approval of the Owners, such approval not to be unreasonably withheld, conditioned or delayed. The TDM Program Manager shall thereafter resubmit the TDM Program to FCDOT and continue the process outlined above until the Owners and FCDOT have all approved the TDM Program.

(d) Following approval of the TDM Program, the TDM Program Manager shall implement the approved TDM Program and coordinate all required programs, surveys, reports, trip counts and coordination with FCDOT.

(e) The TDM Program Manager shall provide copies of each of the annual County Reports (as described in Proffer 12.A(v)) to each of the Owners for approval prior to submission to FCDOT, such approval not to be unreasonably withheld, conditioned or delayed.

SECTION 4.8 TDM Program Operation Costs. The TDM Program Operation Costs shall include, without limitation, all direct and indirect costs paid or incurred to:

(a) Pay any license and permit fees and other charges of any kind and nature whatsoever which shall or may be levied, charged, confirmed, imposed, or assessed with respect to the TDM Program;

(b) Pay any fees and other charges of any kind for any goods or services necessary to implement, operate, manage or oversee the TDM Program as provided herein, including the services of the TDM Program Manager, the acquisition of supplies, equipment, and other personal property, wages, salaries and other personnel expenses and including a commercially reasonable management fee payable to the Lot 3 Owner in an amount, not to exceed 3% of the TDM Program Operation Costs;

(c) Pay for accounting and legal services and such other consulting services relating to the TDM Program;

(d) Establish and fund any reserve, contingency or sinking fund to implement the TDM Program as approved by the Owners as part of the TDM Program;

(e) Pay any and all reasonable administrative, overhead and office expenses including, without limitation, such expenses incurred in connection with the collection and enforcement of TDM Program Operation Costs and the resolution of any dispute relating thereto whether by negotiation, arbitration, litigation or agreement.

The TDM Program Operation Costs shall be the obligation of the Owners and shall be allocated among the Owners as set forth in Sections 6.2 and 6.4.

ARTICLE 5
SWM/BMP Pond

SECTION 5.1 Ownership of SWM/BMP Pond. Ownership of the Improvements located within the SWM/BMP Pond Easement, the Storm Sewer Easement, the Pedestrian Access Easement and the SWM/BMP Pond Road Access Easement shall vest with the respective Owners of the Lots on which such Improvements are located, subject to the easements, allocations and obligations established herein.

SECTION 5.2 Allocation of SWM/BMP Pond Capacity Among Lots 1, 2 and 3.

(a) There is hereby reserved, declared, granted and conveyed to the benefit of the Lot 1 Owner, subject to the easements created by

this Declaration, the right to the right to utilize the SWM/BMP Pond to meet stormwater management and Best Management Practices requirements for development on Lot 1 by, and to the extent of, applying a run-off coefficient of up to 0.80 for Lot 1.

(b) There is hereby reserved, declared, granted and conveyed to the benefit of the Lot 2 Owner, subject to the easements created by this Declaration, the right to utilize the SWM/BMP Pond to meet stormwater management and Best Management Practices requirements for development on Lot 2 by, and to the extent of, applying a run-off coefficient of up to 0.80 for Lot 2.

(c) There is hereby reserved, declared, granted and conveyed to the benefit of the Lot 3 Owner, subject to the easements created by this Declaration, the right to utilize the SWM/BMP Pond to meet stormwater management and Best Management Practices requirements for development on Lot 3 by, and to the extent of, applying a run-off coefficient of up to 0.80 for Lot 3.

(d) In the event that any of Lots 1, 2 or 3 is further subdivided, the Owner(s) of such Lot(s) shall have the right to designate and further allocate to any newly established parcel the Owner's respective SWM/BMP Pond allocations as provided in this Section 5.2.

SECTION 5.3 Excess SWM/BMP Pond Capacity.

(a) The SWM/BMP Pond has been designed with capacity that exceeds the current requirements of Lots 1, 2 and 3 for stormwater detention and best management practices. The right to allocate such excess SWM/BMP Pond capacity is hereby reserved, declared, granted and conveyed to the benefit of the Lot 4A Owner, subject to the easements created by this Declaration and the allocations as set forth in Section 5.2 above.

(b) The Lot 4A Owner shall allocate excess capacity to allow for the development of the public and private road and other infrastructure Improvements approved pursuant to the Willow Oaks Zoning Approval. The Lot 4A Owner shall also allocate excess capacity to land owners who have the current right to utilize stormwater detention facilities on the Inova Willow Oaks Property. Beyond that, the Lot 4A Owner may allocate excess capacity as the Lot 4A Owner reasonably determines in its sole discretion.

(c) In allocating excess capacity, the Lot 4A Owner shall seek compensation from, at a minimum, any owner not currently entitled to utilize capacity in the SWM/BMP Pond both for the right to utilize capacity within the SWM/BMP Pond and for continued maintenance of the SWM/BMP Pond. Any compensation so received by the Lot 4A Owner shall be distributed to the Lot 1, Lot 2 and Lot 3 Owners according to the following schedule:

Lot 1 Owner: 32.8%

Lot 2 Owner: 14.3%
Lot 3 Owner: 52.9%

The Owners acknowledge that the amount of any such compensation would be determined on a case by case basis and would depend on the specific circumstances of any particular request for capacity. The Lot 4A Owner shall exercise reasonable care in negotiating any such compensation, but the Lot 4A Owner shall not otherwise be liable to the other Owners with respect to its efforts to seek such compensation.

SECTION 5.4 Operation and Maintenance of SWM/BMP Pond and Related Improvements.

(a) The Lot 4A Owner shall maintain, repair and, as necessary, replace the Improvements within the SWM/BMP Pond Easement (including but not limited to the SWM/BMP retaining walls), the Storm Sewer Easement, the Pedestrian Access Easement and the SWM/BMP Pond Road Access Easement so that the SWM/BMP Pond and its appurtenant Improvements function as designed, in keeping with applicable County requirements, and so that the appearance of the SWM/BMP Pond and its appurtenant Improvements are kept consistent with other such facilities located within first class developments in the Washington D.C. metropolitan area. An initial maintenance scope and schedule for the work required by this Section 5.4(a) is attached hereto as **Exhibit C**. The Owners acknowledge that the scope of maintenance work will likely change over time. Adjustments to this initial (or subsequently approved) scope of work or schedule that would result in an increase in the cost of maintenance that exceeds 115% of the initial (or subsequently approved) budget shall be subject to review and approval by the Owners. Approval by the Owners shall be given if the proposed adjustment to the scope or schedule of maintenance is required by any governmental authority and shall not otherwise be unreasonably withheld, conditioned or delayed.

(b) The Lot 4A Owner and the Lot 4B Owner are hereby authorized to enter any maintenance agreement for the Improvements located within the SWM/BMP Pond Easement, the Storm Sewer Easement, the Pedestrian Access Easement and the SWM/BMP Pond Road Access Easement as may be required by the County in connection with approval of SP # 55-44-SP-01 by virtue of the easements granted herein and without the joinder of any other Owner.

(c) The Lot 4A Owner shall procure and maintain (1) insurance against all risks of loss or damage in an amount that represents the insurable replacement cost of the Improvements located within the SWM/BMP Pond Easement, the Storm Sewer Easement, the Pedestrian Access Easement and the SWM/BMP Pond Road Access Easement; and (2) commercial general liability insurance coverage for the such Improvements, on a "per occurrence"

basis against claims for personal injury, including, without limitation, bodily injury, death and broad form property damage in limits not less than Five Million Dollars (\$5,000,000.00) combined single limit per occurrence with a minimum Five Million Dollars (\$5,000,000.00) annual aggregate, and a umbrella excess liability insurance with a policy limit of not less than Ten Million Dollars (\$10,000,000.00). Each of the other Owners shall cooperate with the Lot 4A Owner with respect its obligations set forth in this Section.

(d) The Lot 4A Owner shall pay all wages, worker's compensation insurance, unemployment taxes and other costs and expenses of employees necessary to operate, maintain, repair and, as necessary, replace the Improvements located within the SWM/BMP Pond Easement, the Storm Sewer Easement, the Pedestrian Access Easement and the SWM/BMP Pond Road Access Easement.

(e) The Lot 4A Owner shall pay all third party contractors' fees necessary to operate, maintain, repair and, as necessary, replace the Improvements located within the SWM/BMP Pond Easement, the Storm Sewer Easement, the Pedestrian Access Easement and the SWM/BMP Pond Road Access Easement.

SECTION 5.5 SWM/BMP Pond Operation and Maintenance Costs. The SWM/BMP Pond Operation and Maintenance Costs shall include, without limitation, all direct and indirect costs paid or incurred to operate and maintain the Improvements located within the SWM/BMP Pond Easement, the Storm Sewer Easement, the Pedestrian Access Easement and the SWM/BMP Pond Road Access Easement as set forth in Section 5.4 above, including:

(a) Pay any taxes, assessments and other governmental charges of any kind whatsoever which may at any time be assessed, created, charged or levied against Lot 4A and Lot 4B, the Improvements located thereon or therein, or any part thereof or any interest therein, including, without limiting the generality of the foregoing: all general and special real estate taxes and assessments or taxes assessed specifically in whole or in part in substitution of general real estate taxes or assessments;

(b) Pay any license and permit fees and other charges of any kind and nature whatsoever (excluding such fees or other charges arising as a result of the initial construction of the SWM/BMP Pond) which shall or may be levied, charged, confirmed, imposed, or assessed upon or against the SWM/BMP Pond and/or any other personal property used in connection with the performance or provision of services relating to the obligations as set forth in Section 5.4 above;

(c) Pay any fees and other charges of any kind for any goods or services necessary to operate, maintain, repair and replace the Improvements located within the SWM/BMP Pond Easement, the Storm Sewer

Easement, the Pedestrian Access Easement and the SWM/BMP Pond Road Access Easement as provided herein, including the acquisition of supplies, equipment, and other personal property, wages, salaries and other personnel expenses;

(d) Pay all utility charges incurred in connection with the operation, maintenance, repair or replacement of the Improvements located within the SWM/BMP Pond Easement, the Storm Sewer Easement, the Pedestrian Access Easement and the SWM/BMP Pond Road Access Easement;

(e) Pay premiums for casualty, liability and any other form of insurance;

(f) Pay for accounting and legal services and such other consulting services;

(g) Establish and fund any reserve, contingency or sinking fund for major capital repairs, replacements, maintenance and improvements to the Improvements located within the SWM/BMP Pond Easement, the Storm Sewer Easement, the Pedestrian Access Easement and the SWM/BMP Pond Road Access Easement, provided that (i) any interest earned on such reserve, contingency or sinking fund shall be applied against annual SWM/BMP Pond Operation and Maintenance Costs and (ii) the establishment and funding of any such reserve, contingency or sinking fund shall be subject to the prior written approval of the Owners, not to be unreasonably withheld, conditioned, or delayed;

(h) Pay any and all reasonable administrative, overhead and office expenses including, without limitation, such expenses incurred in connection with the collection and enforcement of SWM/BMP Pond Operation and Maintenance Costs, the resolution of any dispute relating thereto whether by negotiation, arbitration, litigation or agreement.

The SWM/BMP Pond Operation and Maintenance Costs shall also include a commercially reasonable asset management fee payable to the Lot 4A Owner, in an amount not to exceed 4% of the SWM/BMP Pond Operation and Maintenance Costs. The SWM/BMP Pond Operation and Maintenance Costs shall be the obligation of the Owners and shall be allocated among the Owners as set forth in Section 6.1.

ARTICLE 6
Allocations

SECTION 6.1 SWM/BMP Pond Operation and Maintenance Costs.
Each of the Lot 1, Lot 2 and Lot 3 Owners shall pay its share of the SWM/BMP Pond Operation and Maintenance Costs according to the following schedule:

Lot 1 Owner:	32.8%
Lot 2 Owner:	14.3%
Lot 3 Owner:	52.9%

SECTION 6.2 Allocation of TDM Program Operation Costs. Each of the Lot 1, Lot 2 and Lot 3 Owners shall pay its Pro Rata Building Share of the TDM Program Operation Costs; provided, however, that the TDM Program Operation Costs, exclusive of those related to the TDM Program Manager, and any financial incentive as may be required by Proffer 12.A(x) shall first be allocated to such Owners in proportion to their respective failure(s), if any, to meet the Employee Mode Split Goals as described in Proffer 12. The intent of this Section 6.2 is that only the Owner(s) who are responsible for failing to meet the Employee Mode Split Goals as described in Proffer 12 for their respective Building(s) shall be responsible for all TDM Program Operation Costs and financial incentives incurred as a result of such failure(s). Notwithstanding the foregoing, the Owners shall share the initial start-up costs of the TDM Program according to the schedule set forth in Section 6.1.

SECTION 6.3 Payment of SWM/BMP Pond Operation and Maintenance Costs. Payment of SWM/BMP Pond Operation and Maintenance Costs shall be as follows:

(a) At least 90 days prior to the date on which the public improvement bond for the SWM/BMP Pond is expected to be released, the Lot 4A Owner shall prepare and submit to the Lot 1, Lot 2 and Lot 3 Owners an initial SWM/BMP Pond Operation and Maintenance budget. Such initial budget shall set forth a computation of each of such Owner's estimated share of SWM/BMP Pond Operation and Maintenance Costs for the forthcoming year or partial year (the "Budgeted Share") according to such Owners' respective shares of the obligations as provided in Section 6.1. Commencing on the date that the public improvement bond for the SWM/BMP Pond is released, each of the Lot 1, Lot 2 and Lot 3 Owners will pay to the Lot 4A Owner on an annual or monthly basis, at the election of the Owner, an amount equal to one month, or as applicable the entirety, of each such Owner's Budgeted Share for the year or partial year.

(b) On November 1st of the year following release of the public improvement bond for the SWM/BMP Pond, and every November 1st thereafter, the Lot 4A Owner will prepare and provide to the Lot 1, Lot 2 and Lot 3 Owners an annual operational statement (the "Annual Statement"). The Annual Statement shall include: (i) each Owner's respective share of the SWM/BMP Pond Operation and Maintenance Costs as provided in Section 6.1; (ii) the actual SWM/BMP Pond Operation and Maintenance Costs for the prior calendar year; (iii) the actual to-date SWM/BMP Pond Operation and Maintenance Costs for the current calendar year; (iv) re-forecasted costs through year-end for the current calendar year; (v) projected annual SWM/BMP Pond Operation and Maintenance Costs for the following calendar year (the "Annual Budget"); and (vi) the computation of each Owner's share of the SWM/BMP Pond Operation and

Maintenance Costs for the forthcoming Year. On January 1st of each calendar year and on the first day of each month thereafter, each of the Lot 1, Lot 2 and Lot 3 Owners will pay 1/12 of that Owner's share of the SWM/BMP Pond Operation and Maintenance Costs in the Annual Budget for the calendar year (the "Annual Budget Payments") provided that the Owners may elect instead to make the entire Annual Budget Payment at once at such time. By April 1 of each year, the Lot 4A Owner will prepare and provide to all Owners a reconciliation of actual SWM/BMP Pond Operation and Maintenance Costs for the prior calendar year against the Annual Budget for the prior calendar year (the "Annual Reconciliation"). The Annual Reconciliation will include: (i) each such Owner's respective share of the SWM/BMP Pond Operation and Maintenance Costs as provided in Section 6.1; (ii) the actual SWM/BMP Pond Operation and Maintenance Costs for the prior calendar year; (iii) the Annual Budget Payments made by all Owners during the prior calendar year; (iv) a reconciliation of the actual SWM/BMP Pond Operation and Maintenance Costs for the prior calendar year versus the Annual Budget Payments made by all Owners during the prior calendar year with a computation of whether the Annual Budget Payments resulted in an overpayment or underpayment of the SWM/BMP Pond Operation and Maintenance Costs for the prior calendar year.

(c) Within 30 days after receipt by each Owner of the Annual Reconciliation, such Owner shall make a lump sum payment to the Lot 4A Owner equal to an amount, if any, by which its payments of the Annual Budget Payments for the period covered by the Annual Reconciliation are less than the Owner's share of SWM/BMP Pond Operation and Maintenance Costs based on the actual costs for the period in question. If the Annual Reconciliation reveals that the Owner has overpaid its share of SWM/BMP Pond Operation and Maintenance Costs, then the Lot 4A Owner shall credit such amount to the next succeeding payments such Owner is required to make during the forthcoming period. The effect of this Section is that each Owner will pay each year its share of SWM/BMP Pond Operation and Maintenance Costs based on the actual costs for the same. Further, no Owner shall be allowed or granted any "cap", "favored nation" or similar arrangement that would result in such Owner not paying its actual share of the SWM/BMP Pond Operation and Maintenance Costs computed in accordance with this Declaration.

SECTION 6.4 Payment of TDM Program Operation Costs. Payment of TDM Program Operation Costs, shall be as follows:

(a) At least 90 days prior to the date on which the initial Building is expected to be Substantially Complete, the TDM Program Manager shall prepare and submit to the Lot 1 and Lot 2 Owners an initial TDM Program Operation budget. Such initial budget shall set forth a computation of each of the Lot 1, Lot 2 and Lot 3 Owner's estimated share of TDM Program Operation Costs for the forthcoming year or partial year (the "Budgeted Share") according to each such Owner's Pro Rata Building Share as provided in Section 6.2. Commencing on the date that the initial Building is Substantially Complete, each of the Lot 1,

Lot 2 and Lot 3 Owners will pay to the Lot 3 Owner on an annual or monthly basis, at the election of the Owner, an amount equal to one month, or as applicable the entirety, of each such Owner's Budgeted Share for the year or partial year.

(b) On November 1st of the year following the Substantial Completion of the initial Building, and every November 1st thereafter, the TDM Program Manager will prepare and provide to the Lot 1, Lot 2 and Lot 3 Owners an annual operational statement (the "Annual Statement"). The Annual Statement shall include: (i) each Owner's respective share of the TDM Program Operation Costs as provided in Section 6.2; (ii) the actual TDM Program Operation Costs for the prior calendar year; (iii) the actual to-date TDM Program Operation Costs for the current calendar year; (iv) re-forecasted costs through year-end for the current calendar year; (v) projected annual TDM Program Operation Costs for the following calendar year (the "Annual Budget"); and (vi) the computation of each Owner's share of the TDM Program Operation Costs for the forthcoming year. On January 1st of each calendar year and on the first day of each month thereafter, each of the Lot 1, Lot 2 and Lot 3 Owners will pay 1/12 of that Owner's share of the TDM Program Operation Costs in the Annual Budget for the calendar year (the "Annual Budget Payments") provided that the Owners may elect instead to make the entire Annual Budget Payment at once at such time. By April 1 of each year, the TDM Program Manager will prepare and provide to all Owners a reconciliation of actual TDM Program Operation Costs for the prior calendar year against the Annual Budget for the prior calendar year (the "Annual Reconciliation"). The Annual Reconciliation will include: (i) each such Owner's respective share of the TDM Program Operation Costs as provided in Section 6.2; (ii) the actual TDM Program Operation Costs for the prior calendar year; (iii) the Annual Budget Payments made by all Owners during the prior calendar year; (iv) a reconciliation of the actual TDM Program Operation Costs for the prior calendar year versus the Annual Budget Payments made by all Owners during the prior calendar year with a computation of whether the Annual Budget Payments resulted in an overpayment or underpayment of the TDM Program Operation Costs for the prior calendar year.

(c) Within 30 days after receipt by each Owner of the Annual Reconciliation, such Owner shall make a lump sum payment to the TDM Program Manager equal to an amount, if any, by which its payments of the Annual Budget Payments for the period covered by the Annual Reconciliation are less than the Owner's share of TDM Program Operation Costs based on the actual costs for the period in question. If the Annual Reconciliation reveals that the Owner has overpaid its share of TDM Program Operation Costs, then the TDM Program Manager shall credit such amount to the next succeeding payments such Owner is required to make during the forthcoming period. The effect of this Section is that each Owner will pay each year its share of TDM Program Operation Costs based on the actual for the same. Further, no Owner shall be allowed or granted any "cap", "favored nation" or similar arrangement that would result in such Owner not paying its

actual share of the TDM Program Operation Costs computed in accordance with this Declaration.

SECTION 6.5 Late Charges. If any SWM/BMP Pond Operation and Maintenance Costs and/or any TDM Program Operation Costs are not paid in full when due, then, if such amount remains unpaid after ten (10) business days' prior written notice to the applicable Owner, the party responsible for the payment of such costs or installment shall also pay a late payment service charge (covering administrative and overhead expenses) to the Lot 4A Owner or the TDM Program Manager, respectively, equal to 4% of the amount of such unpaid costs or installment. Except as expressly provided therein, the foregoing provision shall not be construed to extend the day for payment of any sums required to be paid hereunder or relieve any Owner of its obligation to pay all such sums at the time or times herein stipulated. Payments made by Owners shall be applied (i) first to the late charge; (ii) then to the interest due, if any, (iii) then to the costs of collections; and (iv) then to the delinquent amounts.

SECTION 6.6 Interest on Past Due Amounts. If any SWM/BMP Pond Operation and Maintenance Costs and/or any TDM Program Operation Costs are not paid on the due date thereof, then, if such amount remains unpaid after ten (10) business days' prior written notice to the applicable Owner, in addition to the late payment service charge provided for in Section 6.5, such unpaid amount shall bear interest from the due date until such date actually paid at a floating rate equal to the prime rate as published in the Wall Street Journal plus 4% per year. Except as expressly provided therein, the foregoing provision shall not be construed to extend that date of payment of any sums required to be paid hereunder or relieve any Owner of its obligation to pay all such sums at the times or times herein stipulated.

SECTION 6.7 Lien and Enforcement. Any SWM/BMP Pond Operation and Maintenance Costs and/or TDM Program Operation Costs if not paid when due shall be delinquent, and the Lot 4A Owner with respect to the SWM/BMP Pond Operation and Maintenance Costs, and the Lot 3 Owner with respect to the TDM Program Operation Costs (respectively, the "Invoicing Owner"), shall have the right to file a Notice of Lien among the Land Records against the respective Lot. Such lien may be enforced by foreclosure suit, including appointment of a commissioner of sale, in the same manner as a Mortgage or a mechanic's lien foreclosure, in a manner permitted under Section 55-516 of the Code of Virginia or in such other manner as may be permitted by law. In the event the Invoicing Owner shall institute proceedings to foreclose such lien, whether or not a final decision is rendered, such Owner shall be entitled to recover from the Owner of the applicable Lot, in addition to the unpaid amounts or installments thereof, interest and late payment and service charges and all costs and expenses, including reasonable attorney's fees incurred in preparation for and in bringing in such proceedings, and all such costs and expenses shall be secured by such lien. The Invoicing Owner may also institute and enforce such other remedies at

law or in equity as such Owner may determine to be necessary or appropriate to collect such amounts as are due.

SECTION 6.8 Allocation of Obligations and Costs Associated with Off-Site Easements and Agreements. The Lot 1, Lot 2, Lot 3, Lot 4A and Lot 5A Owners acknowledge that the Inova Willow Oaks Property is subject to the following off-site easements and agreements (collectively, the "Off-Site Easements"):

(a) Deed of Storm Water Easement, recorded in Deed Book 9165 at Page 0174 among the Land Records;

(b) Amended Deed of Storm Water Easement, recorded in Deed Book 9324 at Page 1927 among the Land Records;

(c) Deed of Easement, recorded in Deed Book 11249 at page 0540 among the Land Records;

(d) Declaration of Covenants and Deed of Easement, recorded in Deed Book 9165 at Page 0159 among the Land Records;

(e) Amendment to Declaration of Covenants and Deed of Easement, recorded in Deed Book 9324 at Page 1920 among the Land Records;

(f) Amendment to Declaration of Covenants and Deed of Easement, recorded in Deed Book 10109 at Page 0263 among the Land Records;

(g) Proffer Allocation Agreement, recorded in Deed Book 9165 at Page 0189 among the Land Records, relating to proffers previously applicable to the Inova Willow Oaks Property that are now null and void as to the Inova Willow Oaks Property by virtue of the Willow Oaks Zoning Approval;

(h) Proffer Allocation Agreement, recorded in Deed Book 9856 at Page 0770 among the Land Records, relating to proffers previously applicable to the Inova Willow Oaks Property that are now null and void as to the Inova Willow Oaks Property by virtue of the Willow Oaks Zoning Approval.

The Lot 3 Owner shall assume all of the benefits and burdens inuring to the Inova Willow Oaks Property as established by the Off-Site Easements and shall indemnify and hold harmless the other Owners against any cost, expense, claim or damage resulting from the enforcement of the Off-Site Easements by others; provided, however, that each of the Owners shall reasonably cooperate with the Lot 3 Owner in its obligations with respect to the Off-Site Easements including any efforts by the Lot 3 Owner to amend or terminate such Off-Site Easements.

ARTICLE 7
Construction/Maintenance/Restoration

SECTION 7.1 Maintenance. Each Owner shall maintain its Lot and any Improvements constructed thereon at a level commensurate with a Class A office project in the Washington D.C. Metropolitan Area. Subject to the easements granted in this Declaration, prior to development on any particular Lot, the Lot Owner shall maintain its Lot in its existing state or, if modified, in a manner so as not to adversely affect the other Owners.

SECTION 7.2 Restoration. In the event of damage or destruction to any Improvement constructed on any Lot, the Owner of that Lot (except as otherwise provided in this Declaration) shall repair, restore, rebuild or remove such Improvement with reasonable diligence to assure that the condition of such Owner's Lot and Improvements does not adversely affect the other Owners. Whenever any Owner is unable or elects not to restore, repair or rebuild any Improvement that has been damaged or destroyed, then, and in such event, such Owner, at its sole cost and expense, shall raze such Improvement or such part thereof as has been so damaged or destroyed and clear the premises of all debris so as not to cause a nuisance or danger to the other Owners and shall restore and landscape the applicable portion of its Lot in a manner consistent with the condition, grade and quality of the surrounding property all in compliance with applicable laws.

SECTION 7.3 Minimize Impact. In the course of construction or reconstruction of any applicable Improvements on the respective Lots, each Owner shall take all reasonable measures to assure that the construction on its Lot does not adversely impact tenant occupancy or the tenants occupying other Lots, including, without limitation, noise abatement, dust abatement, and other similar measures.

ARTICLE 8 INSURANCE/INDEMNITY

SECTION 8.1 Insurance Generally. During the course of any construction carried out by an Owner on the Lot of another Owner pursuant to this Declaration, the constructing Owner shall itself maintain and keep in full force and effect:

(a) Insurance against all risks of loss or damage in an amount that represents the insurable replacement and/or restoration cost of the portion of the off-site area upon which such construction is occurring for the purpose of returning a damaged site to a reasonably suitable condition; and

(b) Commercial general liability insurance coverage, for such off-site area, on a "per occurrence" basis (except as provided in Section 8.5), against claims for personal injury, including without limitation, bodily injury, death and broad form property damage in limits not less than Five Million Dollars (\$5,000,000.00) combined single limit per occurrence with a Five Million Dollars

(\$5,000,000.00) annual aggregate, and a umbrella excess liability insurance with a policy limit of not less than Ten Million Dollars (\$10,000,000.00); and

(c) Worker's compensation and employer's liability insurance as to the constructing Owner's employees in form and amount satisfactory to the legal requirements imposed by the Commonwealth of Virginia; and

(d) Builder's risk insurance on an "all risk" basis (not excluding collapse) on a completed value (non-reporting) form for full replacement value covering all work incorporated and all materials and equipment to be installed (whether stored on or off the premises or being delivered F.O.B. to the premises).

Each constructing Owner shall name the other respective Owner, and any of its Mortgagees, as an additional named insured on all insurance policies provided for herein, and each policy shall have a cross-liability endorsement and shall have a waiver of subrogation clause. All policies required hereunder shall be non-cancelable without thirty (30) days prior written notice to all affected Owners.

SECTION 8.2 Insurance Standards. Except as qualified in Section 8.5, all insurance required by Section 8.1 shall be issued by insurance carriers qualified to do business in the Commonwealth of Virginia rated at least A-VIII in the most recent Best's Rating Guide. The requirements of this Article may be satisfied through the use of blanket or umbrella policies so long as the Lot (and all Improvements thereon) is specifically named and the coverages required are included in the policy, on a "per project" or "per location" basis.

SECTION 8.3 Certificates of Insurance. Upon written request, a constructing Owner shall supply any effected Owner with certificates of insurance evidencing the policies required by this Article.

SECTION 8.4 Waiver of Claim. It is hereby declared and established that, as to fire and other damages to the property of an Owner and/or the property of any Person entitled to occupy a portion or portions of a Lot as a tenant under a lease, each Owner and any other such Person(s) waives any rights of recovery against any other Owner and any other such Person(s) and their respective directors, partners, officers, employees, agents and tenants, for any damage or consequential loss, including any deductible amounts covered by insurance of the type required by this Declaration, whether or not such damage or loss shall have been caused by the negligence or other acts or omissions of such other Owner or such other Person(s) or its directors, partners, officers, employees, agents or tenants. All insurance required by this Article or otherwise maintained by an Owner or such other Person(s) shall include a clause or endorsement denying the insurer any rights of subrogation against any other Owner and other such

Person(s) of the Inova Willow Oaks Property to the extent rights have been waived by the insured before the occurrence of the injury or loss.

SECTION 8.5 Self Insurance. Notwithstanding the foregoing provisions of Sections 8.1, 8.2, 8.3 and 8.4 hereof, any Owner responsible for maintaining such insurance may either (a) "self-insure", so long as the party so self-insuring (or its parent or other affiliated company that maintains a self insurance program benefitting such Owner) has a net worth according to its last published report of at least Two Hundred Million (\$200,000,000.00), and/or (b) carry such insurance under a "blanket" policy or policies covering other properties of the party and its parent, subsidiary or affiliated corporations or entities. Specifically, but without limiting the foregoing, Inova will have satisfied any insurance obligations it has as an Owner under this Declaration if the required insurance is provided by Inova's captive self insurance company known as InovaCap which is domiciled in Vermont and licensed to provide insurance in Virginia and which provides coverage on a "claims made" rather than "per occurrence" basis.

SECTION 8.6 Indemnity.

(a) During the course of any construction carried out by an Owner on the Lot of another Owner pursuant to this Declaration and during the time for which any Improvements benefitting one Owner's Lot are constructed upon the Lot of another Owner, each constructing and/or benefitting Owner (the "Indemnitor") shall protect, defend, indemnify, save and hold harmless the other affected Owner(s) (the "Indemnitee") against and from all claims, liabilities, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever, and against and from any and all costs damages and expenses, including attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly out of, from or on account of any accident or other occurrence in, upon, at or from the construction or Improvements of the Indemnitor, caused by any negligent act or omission of the Indemnitor or its tenants, employees, agents or contractors, to the extent not caused in whole or in part by the negligent act or omission of the Indemnitee.

(b) In the event of a claim against the Indemnitee, the Indemnitee shall, within one hundred eighty (180) days after its actual knowledge of the claim, notify the Indemnitor of its existence. The failure to do so shall constitute a waiver by the Indemnitee or the party entitled to indemnification pursuant to this Section of its rights to be indemnified by the Indemnitor for such claim, but does not constitute a waiver by the Indemnitee of any common law or other legal rights it may have against the Indemnitor.

(c) The indemnities contained in this Section shall include the reasonable costs and expenses, (including attorneys fees), incurred by the Indemnitee in enforcing such indemnity obligations.

(d) Notwithstanding anything herein to the contrary, the indemnification provisions of this Declaration shall not apply to Fairfax County, should it become an Owner as provided herein, the Owners acknowledging that Fairfax County is prohibited from agreeing to or being bound by such provisions. Notwithstanding the foregoing, to the extent it is not otherwise prohibited by law, in the event it becomes an Owner as provided herein, Fairfax County shall endeavor to cause its contractors to meet the indemnification requirements of this Declaration with respect to all work being done by such contractors on any of the Lots.

SECTION 8.7 County Insurance. Notwithstanding anything herein to the contrary, County's insurance obligations under this Declaration shall be solely as provided for in this Section 8.6. County represents that, as of the date of this Declaration, it (i) carries fire, flood and special extended coverage ("all risk") insurance upon Lot 1 and the improvements owned by County 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. County shall maintain and enforce such insurance throughout the term of this Deed; provided, however, that at the reasonable election of its risk management staff and upon written notice to the other Owners, in lieu of maintaining and enforcing such insurance, County may elect to self-insure with respect to any or all of the following risks, in such amounts as County's risk management staff reasonably deems appropriate: builder's risk, workers' compensation, commercial automobile liability, commercial general liability, public officials' liability, law enforcement, and County's personal property. To the extent County fulfills its insurance obligations hereunder through policies issued by commercial insurers, County 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 which are rated at least A-VIII in the most recent Best's Rating Guide, (ii) furnish to the other Owners certificates of such policies, and (iii) obtain policies that provide for a written 30 day cancellation notice to the affected parties.

ARTICLE 9 Notices

SECTION 9.1 All Notices, statements, demands or other communications given under or pursuant to this Declaration, or which a party may wish to give to an Owner, shall be (i) in writing, addressed to the most recent address provided by Notice for such Owner, and (ii) delivered in person (including by air courier or private delivery service that provides a signed receipt evidencing delivery), or by registered or certified mail, delivery receipt requested, postage prepaid. All Notices shall be effective upon being sent in the manner prescribed above; however, the time period in which a response to such Notice must be given shall commence to run from the date of receipt by the addressee thereof as

shown on the return receipt of the Notice or from the date of personal delivery. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of Notice as of the date of such rejection, refusal or inability to deliver. An Owner may, by ten (10) days prior Notice to all other Owners, designate a different address or addresses to which Notices shall be sent.

SECTION 9.2 Upon the conveyance or transfer of fee title to any Lot or any portion of any Lot, the grantor shall advise the other Owner(s), in a Notice, of such transfer and of the name and address of the transferee.

SECTION 9.3 If any Lot or a portion of any Lot is subject to a condominium or cooperative regime, then any officer of such regime shall be conclusively presumed to have the authority to accept Notice and exercise any and all rights, duties and authority of the Owners of the Lots created thereby on behalf of all such unit owners or cooperators.

ARTICLE 10

Administration and Enforcement

SECTION 10.1 Except with respect to the failure of payment of SWM/BMP Pond Operation and Maintenance Costs and/or TDM Program Operation Costs, the administration and enforcement for which circumstances are set forth in Article 6, if any Person fails to perform any of its duties or obligations provided in this Declaration (such Person to be referred to hereinafter as the "Defaulting Party"), any Owner (the "Curing Party") may at any time, give a Notice to the Defaulting Party, setting forth its specific failures in complying with this Declaration (the "Default Notice"). The Defaulting Party will have a period of thirty (30) days after receipt of the Default Notice to cure the defaults specified in the Default Notice. If such failures are such that they cannot be corrected within such thirty (30)-day period, no default shall occur provided the Defaulting Party commences the correction of such failures within thirty (30) days after receipt of the Default Notice and thereafter, diligently prosecutes a cure, and thereafter completed the correction within a commercially reasonable time period. Should, after the expiration of the foregoing periods, the Defaulting Party have failed to cure the defaults specified in the Default Notice, then the Curing Party shall have the right to correct such failures, including the right and easement to enter upon the Lot of the Defaulting Party to correct such failures. Notwithstanding anything hereinabove contained to the contrary, in the event of an emergency situation which poses an imminent danger or threat of bodily injury or material property damage, Curing Party may, without Notice, cure any such default pursuant to Section 10.1 hereof and thereafter shall be entitled to the benefits of Section 10.2 hereof.

SECTION 10.2

(a) If the Curing Party elects to pay any sum of money or do any acts that require the payment of money by reason of the Defaulting Party's failure or inability to perform any of the provisions of this Declaration to be performed by the Defaulting Party, the Defaulting Party shall promptly upon demand reimburse the Curing Party such sums. In the event that such sums are not paid within ten (10) business days after demand, then such sums shall bear interest as provided in Section 6.4.

(b) Each Curing party (the "Secured Party") is hereby given as security for the payments from any Defaulting Party of sums due to it under this Declaration a valid and enforceable lien (the "Security Lien") upon the Defaulting Party's right, title and interest in and to its Lot and all Improvements at any time, and from time to time, situated thereon. The Secured Party shall have the right to enforce and foreclose the Security Lien in accordance with applicable Virginia law.

SECTION 10.3 Lien Priority. It is understood and agreed that the Security Lien, once established, shall be superior to any other lien and encumbrance on the Defaulting Owner's Lot created or arising after the date or recording of this Declaration.

SECTION 10.4 Attorneys Fees and Costs. In the event any legal action, suit or other proceeding involving this Declaration is brought, the prevailing Owner in such enforcement action shall be entitled to be reimbursed by the non-prevailing Owner or Owners for the amount of all reasonable attorney's fees, expert's fees and other costs incurred by the prevailing Owner in connection with such action, suit or proceeding (including the value of services, if any, performed by the Office of the County Attorney for Fairfax County, Virginia), and said amount shall be paid by the non-prevailing Owner within thirty (30) days after written Notice from the prevailing Owner that the same is payable.

ARTICLE 11 Successors and Assigns

SECTION 11.1 Successors and Assigns. Except as otherwise set forth herein, this Declaration shall bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.

SECTION 11.2 Terms Hereof Run With the Land. This Declaration, and the terms, covenants, restrictions, provisions and easements set forth herein, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the whole or any portion of the Inova Willow Oaks Property and shall remain in full force and effect until terminated in accordance with the provisions hereof or otherwise according to the laws of the Commonwealth of Virginia.

SECTION 11.3 Rights and Obligations Appurtenant. All rights and obligations of an Owner under this Declaration are hereby declared to be and shall be appurtenant to the title to such Owner's Lot and may not be transferred, conveyed, devised, bequeathed or otherwise disposed of separate or apart from title to such Owner's Lot, except as otherwise provided herein. Every transfer, conveyance, grant, devise, bequest, or other disposition of a Lot shall be deemed to constitute a transfer, conveyance, devise, grant, bequest or other disposition of such Owner's rights and obligations hereunder. By accepting a deed to any Lot, an Owner shall be deemed to confirm this Declaration.

ARTICLE 12
Miscellaneous

SECTION 12.1 Amendments. This Declaration may be amended or otherwise modified only by a writing (i) signed by the Owners; and (ii) recorded in the Land Records. The parties shall cooperate to execute amendments and modifications to this Declaration as reasonably required by another Party, a lender, or a governmental agency as a condition of approval of this Declaration so long as such amendment or modification does not materially adversely affect the rights and obligations as provided herein.

SECTION 12.2 Exhibits. Each reference herein to an Exhibit refers to the applicable Exhibit that is attached to this Declaration. All such Exhibits constitute a part of this Declaration and by this Section are expressly made a part hereof.

SECTION 12.3 Captions; Pronouns. The captions of this Declaration are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of the provisions of this Declaration, and they shall not affect the interpretation hereof. Whenever singular, plural, masculine, feminine or neuter pronouns are used herein they shall be construed interchangeably so as to fit the applicable context.

SECTION 12.4 Locative Adverbs. The locative adverbs "herein", "hereunder", "hereto", "hereinafter" and like words, wherever and whenever the same appear herein, mean and refer to this Declaration in its entirety and not to any specific Article, Section or Subsection or Exhibit hereof.

SECTION 12.5 Right to Enjoin. In the event of any violation or threatened violation of any of the provisions of this Declaration by an Owner or Interested Party, any Owner shall have the right to seek from a court of competent jurisdiction an injunction against such violation or threatened violation, and any defense by an Owner or Interested Party that an adequate remedy at law may exist is hereby waived.

SECTION 12.6 Remedies Cumulative. The rights and remedies provided in this Declaration shall be deemed to be cumulative and no one of such rights

and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which the Owner might otherwise have by virtue of a default hereunder, and the exercise of one such right or remedy shall not impair the standing of an Owner to exercise any other right or remedy.

SECTION 12.7 Waiver of Default. Except as otherwise expressly provided herein, a waiver of any default by any Person must be in writing, and no such waiver shall be implied from any omission to take any action in respect of such default. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any provisions of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained herein. No consent or approval by an Owner to or of any act or request by any Interested Party requiring consent or approval shall be deemed to waive or render unnecessary the consent of approval to or of any subsequent acts or requests.

SECTION 12.8 No Merger. The easements, covenants, restrictions and agreements hereby established shall not be terminated, whether by merger or otherwise, except as specifically provided in this Declaration. No merger of the easements, covenants, restrictions and agreements hereby established shall occur as a result of the common ownership of the Inova Willow Oaks Property or any combination of the Lots, or any other property, whether voluntary or involuntary.

SECTION 12.9 No Partnership, Joint Venture or Principal Agent Relationship. Neither anything in this Declaration nor any acts of any Owner shall be deemed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any Persons.

SECTION 12.10 Severability. If any provision of this Declaration shall to any extent be invalid or unenforceable, the remainder of the Declaration shall not be affected thereby and each remaining provision of the Declaration, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

SECTION 12.11 Governing Law. This Declaration shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

SECTION 12.12 Release from Liability. Any Owner shall be bound by this Declaration only as to the Lots as to which such Person is the Owner, and only during the period that such Person is the owner of such Lot. Although Persons may be released under this paragraph, the easements, covenants and restrictions of this Declaration shall continue to be benefits and servitudes upon the Lots and shall run with the land. Upon transfer of an Owner's entire fee simple interest in its Lot, such Owner shall be automatically released from liability

under this Declaration, except for liability which occurred prior to the date of such transfer.

SECTION 12.13 Excusable Delay. Whenever performance is required of any Owner under the terms of this Declaration, that Owner shall use all due diligence to perform and take all necessary measures in good faith to effect the necessary or required performance; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, adverse and unusual weather conditions not reasonably anticipated, war, civil commotion riots, strikes, picketing, other labor disputes, unavailability of labor or materials, government action or inaction, government delay in issuing permits, damage to work in progress by reason of fire or other casualty, or any reasonably unforeseeable cause beyond the reasonable control of the Owner, including the default of another Owner in performing its obligations under this Declaration, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused (an "Excusable Delay"). Notwithstanding the foregoing, lack of funds or causes resulting from lack of funds shall not be deemed to be a cause beyond the control of an Owner. The provisions of this Section shall not operate to excuse any Owner from the prompt payment of any monies required by this Declaration.

SECTION 12.14 Transfer of Interest. In the event of any transfer of the fee simple interest of an Owner in and to all or any portion of its Lot, the transferring Owner shall (for the purpose of this Declaration only) be the agent of each of its transferees until the Notice requirement set forth below is satisfied. An Owner transferring all or any portion of its interest as the Owner of its Lot shall give Notice to the other Owners of such transfer and shall include therein at least the following information: (i) the name and the address of the transferee and (ii) a legal description of the portion of the Lot transferred, if less than all of the Lot is being transferred. Any transfer shall be subject to the terms of this Declaration and shall be subject to all applicable laws and ordinances.

SECTION 12.15 Limitation of Liability. No partner, shareholder, member, trustee, beneficiary, director, officer or employee of an Owner, or any affiliate of an Owner, shall have any personal liability under this Declaration. In addition, in the event any Person obtains a judgment against any Owner in connection with this Declaration, such Person's sole recourse shall be to the estate and interest of such Owner in and to its Parcel; provided, however, that the foregoing limitation of liability shall not apply in the event of any fraud, intentional misrepresentation or willful misconduct by such Owner. Nothing in this Section shall limit in any way any Person's right to pursue equitable remedies in the event of a default by an Owner or an Interested Party under this Declaration, as more particularly set forth herein.

SECTION 12.16 Mortgagee Notice and Right to Cure. A Mortgagee, during such period of time as such Mortgage shall be of record in the Land Records, shall be entitled to receive Notice of any default by the maker of a

Mortgage (including, without limitation, notice of a default which would entitle another Owner to exercise self-help), provided that prior to the giving of the Notice of default such Mortgagee shall have delivered to such other Owners a Notice substantially as follows:

The undersigned, whose address is [insert mortgagee address] does hereby certify that it is the holder of a first/second/etc. mortgage (the "Mortgage") upon the tract of land described on Exhibit A attached hereto and made a part hereof, such tract being the Lot of [Defaulting Owner] (the "Mortgagor"). In the event that any Notice shall be given of the default by the Mortgagor upon whose Lot this Mortgage applies, under the Declaration, etc., a copy thereof shall be delivered to the undersigned at the address set forth herein, and the undersigned shall thereafter have all rights (but not the obligations) of the Mortgagor to cure a default by the Mortgagor. Failure to deliver a copy of such Notice to the undersigned shall in no way affect the validity of the Notice of default to the Mortgagor but shall make the same invalid as it respects the interest of the Mortgagee in and to the Lot or Mortgage and such failure shall result in the default not being binding upon the Mortgagee who is in possession of the Lot and who has not received such Notice or upon any party who acquired the Lot by foreclosure or deed in lieu of foreclosure.

Any Notice to such Mortgagee shall be mailed to the address in the United States referred to in the form of Notice set forth above and in the same manner as provided in Article 9 hereof. The giving of or failure to give any notice of default or the failure to deliver a copy to any such Mortgagee shall in no event create any liability on the part of the Owner so declaring or entitled to declare a default. The Mortgagee shall be permitted to cure any such default within forty-five (45) days after a copy of the notice of default shall have been sent to such Mortgagee, provided that, in the case of a default which cannot with diligence be remedied within such period of forty-five days, if it has notified the other Owners that it is curing the default and if it has promptly commenced within the forty-five (45) day period and has proceeded and is proceeding with all due diligence to remedy such default, then such Mortgagee shall have additional reasonable period as may be necessary to remedy such default.

SECTION 12.17 Estoppel Certificates. Any Owner or Interested Party agrees at any time and from time to time within twenty (20) days after written request by any other Owner or Interested Party in such Lots to execute and deliver to such requesting party or to any existing or prospective purchaser, Mortgagee or lessee designated by such requesting party, a certificate, which

shall not be required to be in recordable form, stating (i) whether or not there exists any default hereunder on part of such Owner or Interested Party or with respect to such Lot hereunder; (ii) the amount of any unpaid costs and fees and (iii) the present address for Notices.

SECTION 12.18 Mechanic's and Other Liens. Each Owner shall, within thirty (30) days after the filing thereof, cause to be discharged of record, either by payment, bonding or by obtaining affirmative title insurance coverage, insuring over such mechanic's lien, any mechanic's, materialman's or other lien affecting any other Owner's Lot arising by reason of any work or materials ordered by such Owner or of any act taken or suffered by such Owner. If such Owner does not so discharge such lien, then the Owner of the affected Lot may discharge such lien after ten (10) days Notice to such Owner and assess the costs thereof, both direct and indirect, including reasonable legal fees and bond premiums, and interest thereon, plus ten percent (10%) of the total cost thereof, to such Owner.

SECTION 12.19 Compliance with Laws. Each Owner covenants to comply with all applicable laws and regulations governing its Lot and the Willow Oaks Zoning Approval.

SECTION 12.20 Binding Effect. This Declaration shall be binding upon and shall, to the extent provided herein, inure to the benefit of all Owners and their successors and assigns.

SECTION 12.21 Consent. The Board of Supervisors of Fairfax County, Virginia, in its proprietary capacity and not in its governmental or regulatory capacity is the contract purchaser of Lot 1 and joins herein for the purpose of consenting to the provisions of this Declaration and acknowledging that any conveyance of Lot 1 to Fairfax County shall be expressly subject to the provisions of the Declaration.

SECTION 12.22 Appropriations. To the extent so required by the law of the Commonwealth of Virginia, any and all of County's financial obligations under this Declaration are subject to appropriations by the Fairfax County Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date first above written.

Separate Signature Pages Attached

INOVA:

INOVA HEALTH CARE SERVICES

By: Inova Health System Foundation,
its Sole Member

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

COMMONWEALTH OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction
by Richard C. Magenheimer of Inova Health System Foundation this ____ day of
_____, 20____.

My commission expires: _____

Notary Public

COUNTY:

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 _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by
Anthony H. Griffin, County Executive of Fairfax County, Virginia, this ____ day of
_____, 20__.

My commission expires: _____.

Notary Public

Exhibit A

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CH. BEARING
1	21.00	25.3750	19.36	19.37	10.63	S39.05.11W
2	47.74	104.43	88.43	88.33	57.12	S71.29.20W
3	409.74	2089.27	106.43	208.03	N80.40.44E	
4	20.00	62.5424	21.91	12.20	20.63	S57.55.38W
5	404.74	2003.18	102.48	2003.18	S92.48.74W	
6	888.00	4003.18	204.96	4003.18	S89.49.58W	
7	888.00	1558.58	190.76	85.00	S77.46.18W	
8	888.00	2407.19	288.81	146.58	N82.17.03W	
9	27.00	80.0000	23.85	17.00	S3.30.30E	
10	27.00	30.5018	15.48	6.90	N32.07.05E	
11	47.74	0.1514	2.09	1.05	S76.43.59W	
12	315.00	4970.40	143.98	261.90	S09.51.59W	
13	27.00	24.4458	12.63	5.84	S37.19.74E	
14	27.00	24.2800	15.80	8.02	S56.55.51E	
15	108.00	2523.55	47.86	24.33	S55.28.03E	
16	188.00	2974.28	56.40	48.75	S39.14.03E	
17	188.00	2523.55	47.86	24.33	S55.28.03E	
18	54.00	2523.55	47.86	24.33	S55.28.03E	
19	54.00	2523.55	47.86	24.33	S55.28.03E	
20	54.00	2523.55	47.86	24.33	S55.28.03E	
21	54.00	2523.55	47.86	24.33	S55.28.03E	
22	54.00	2523.55	47.86	24.33	S55.28.03E	
23	54.00	2523.55	47.86	24.33	S55.28.03E	
24	54.00	2523.55	47.86	24.33	S55.28.03E	
25	277.00	5211.15	210.72	113.64	N07.50.12E	
26	277.00	5211.15	210.72	113.64	N07.50.12E	
27	627.00	3109.09	340.89	171.75	N03.52.40E	
28	627.00	0.9511	6.42	3.21	N14.24.15W	
29	627.00	3033.51	334.47	171.59	N01.10.16E	
30	143.00	2417.74	73.34	37.23	N04.18.27E	
31	143.00	2417.74	73.34	37.23	N04.18.27E	
32	41.00	6137.28	44.10	24.45	N45.16.17W	
33	21.00	67.5811	24.78	14.06	N48.18.39W	
34	650.00	4003.18	454.41	236.93	N89.48.59E	
35	410.74	3026.58	281.91	143.97	N88.07.45E	
36	410.74	3026.58	281.91	143.97	N88.07.45E	
37	622.00	3716.00	404.56	203.73	S88.46.23E	
38	33.00	4523.08	27.72	14.64	S92.48.57E	
39	23.50	4536.56	16.71	9.85	S83.44.20W	
40	404.74	547.30	40.91	20.47	N87.47.45W	

THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER.

FINAL PLAT
RECOMMENDED FOR APPROVAL
FAIRFAX COUNTY
SITE REVIEW BRANCH CHIEF

APPROVED FOR SUPERVISORS
FAIRFAX COUNTY, VIRGINIA

APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE

APPROVED
COUNTY OF FAIRFAX
DIVISION OF DESIGN REVIEW
SANITARY REVIEW

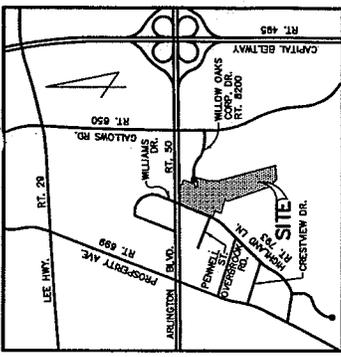
APPROVED
COUNTY OF FAIRFAX
DIVISION OF PERMITS SERVICES
SITE PERMIT BRANCH CHIEF

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
Division of Design Review
Fairfax, Virginia

All street facilities and/or easements shown on this plat are the result of the necessary agreements or bonds have been received.

By _____ Date _____

By _____ Date _____



VICINITY MAP
SCALE: 1"=2,000'

OWNER'S DEDICATION

WE, INOVA HEALTH SYSTEM HOSPITALS AND FAIRFAX HOSPITAL SYSTEMS, INC., BEING OWNERS OF THE LAND SHOWN HEREON AND DESCRIBED IN THE SURVEY, HEREBY DEDICATE TO THE PUBLIC THE IRON PIPES AND ALL LOT CORNERS AND IN ACCORDANCE WITH THE FAIRFAX COUNTY SUBDIVISION ORDINANCE UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR OR ENGINEER. I HEREBY CERTIFY THAT ALL WETLANDS PERMITS REQUIRED BY LAW WILL BE OBTAINED PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES.

INOVA HEALTH SYSTEM HOSPITALS _____ WITNESS
FAIRFAX HOSPITAL SYSTEMS, INC. _____ WITNESS

SURVEYOR'S CERTIFICATE

I, ROBERT S. SCHWENGER, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, HEREBY CERTIFY THAT I HAVE CAREFULLY SURVEYED THE PROPERTY DEPICTED ON THIS PLAT AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT IT IS A RESUBDIVISION OF THE PROPERTY ACQUIRED BY INOVA HEALTH SYSTEM HOSPITALS IN D.B. 9324 PG. 1942 (PART OF PARCEL "F") AND FAIRFAX HOSPITAL SYSTEMS, INC. IN COUNTY RECORD 438 (PARCEL "B") AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

I FURTHER CERTIFY THAT THE LAND SHOWN HEREON LIES ENTIRELY WITHIN THE BOUNDS OF THE ORIGINAL TRACT, THAT THIS PLAT REPRESENTS AN ACCURATE SURVEY OF THE SAME, AND ALL COURSES ARE REFERENCED TO VIRGINIA STATE GRID NORTH IN ACCORDANCE WITH THE REQUIREMENTS OF THE FAIRFAX COUNTY GIVEN UNDER MY HAND THIS _____ DAY OF _____

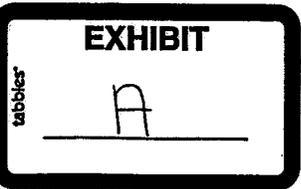


- NOTES:**
- THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON ASSESSMENT MAP 49-3 (11) 141 & 136 AND IS ZONED C-3.
 - THIS PLAT COMPLES FULLY WITH THE AMENDED CHESAPEAKE BAY PRESERVATION ORDINANCE, EFFECTIVE NOVEMBER 19, 2003.
 - IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN PAR. 4 OF SECT. 2-308 OF THE ZONING ORDINANCE, THE DEDICATION RESULTING FROM THIS PLAT IS DEDICATED TO THE PUBLIC AND IS HEREBY REFERRED TO AS PARCEL 14.
 - THE PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM AS COMPUTED FROM A FIELD SURVEY WHICH TIES THIS BOUNDARY TO THE FAIRFAX COUNTY GEOGRAPHIC INFORMATION SYSTEM MONUMENT WITH SCALE FACTORS OF _____
 - SURVEYING GEOLOGY AND/OR SOIL REPORTS HAVE BEEN REVIEWED AND APPROVED BY THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES. THE PROPERTY DESCRIBED HEREIN AND ARE AVAILABLE FOR REVIEW AT THE DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES. SITE CONDITIONS ARE OF SUCH A NATURE THAT LAND SUPPORT OR FOUNDATION PROBLEMS REQUIRED THE SUBMITTAL OF SOIL REPORTS. A COPY OF SAID REPORTS IS AVAILABLE AT THE DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES.

PLAT SHOWING A RESUBDIVISION OF PART OF PARCEL "F" WILLOW OAKS CORPORATE CENTER

PARCEL "F" D.B. 8656 PG. 1406 D.B. 9190 PG. 39
PARCEL "B" STRATHMEADE SPRINGS D.B. 7783 PG. 439 D.B. 104,750 SQ. FT. OR 2.40742 AC. D.B. 63,998 SQ. FT. OR 1.45541 AC. ST. DEED.....43,061 SQ. FT. OR 0.98855 AC.

SCALE: 1"=50'
MAY, 2010
FAIRFAX COUNTY, VIRGINIA
Dewberry & Davis LLC
1400 BARNETT BLVD.
FAIRFAX, VA 22031
PHONE: 703.688.8888
FAC: 703.688.8888



50015234 T001CONS

Exhibit B

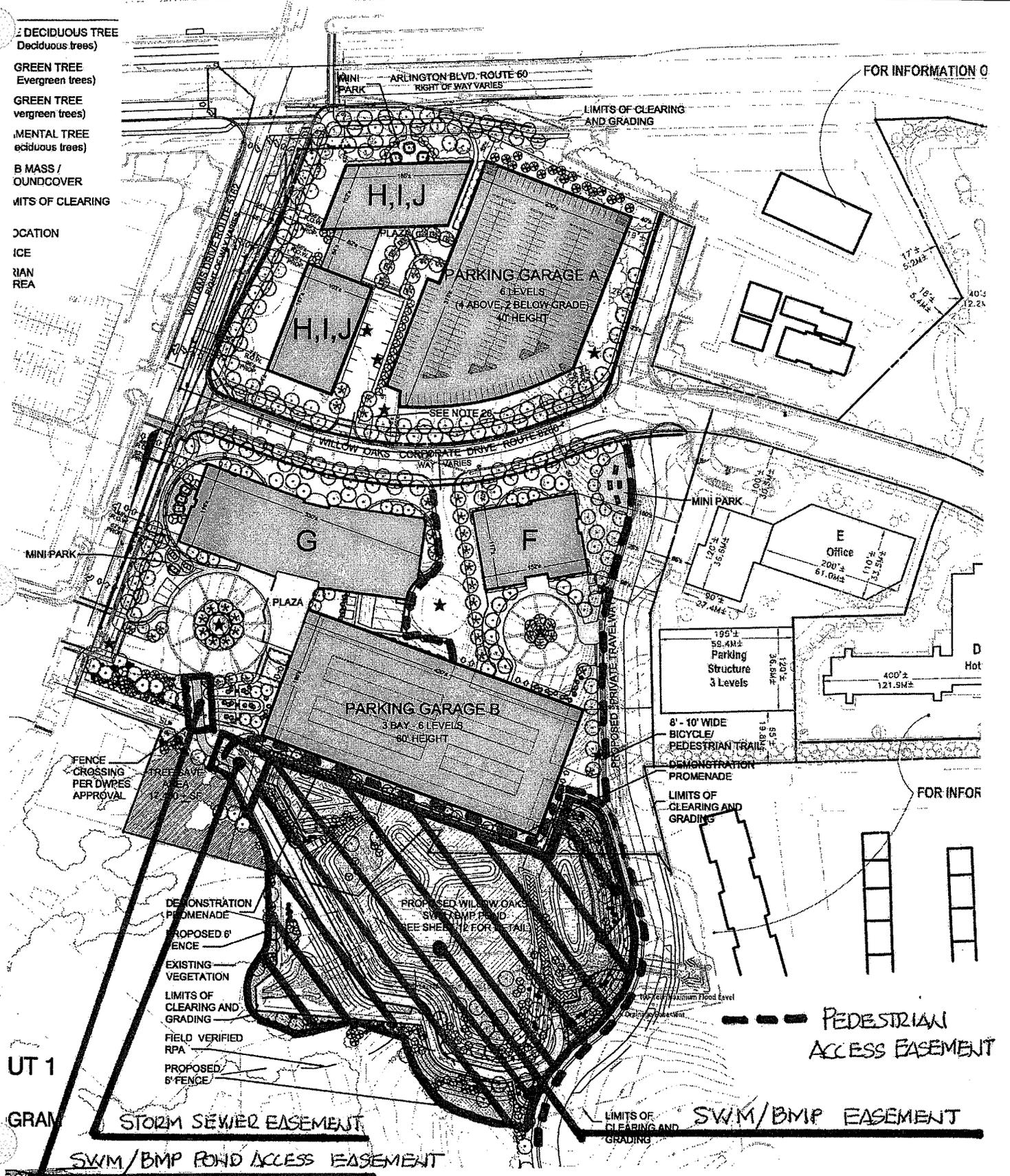
EXHIBIT B

tabbles

EXHIBIT

B

- DECIDUOUS TREE
Deciduous trees)
- GREEN TREE
Evergreen trees)
- GREEN TREE
vergreen trees)
- MENTAL TREE
eciduous trees)
- B MASS /
OUNDCOVER
- LIMITS OF CLEARING
- LOCATION
- ICE
- RIAN
REA



Parking Lot Landscaping Tabulation

PARKING LOT AREA	179,635 SF±
PARKING LOT LANDSCAPING REQUIRED (5%)	8,982 SF±
PARKING LOT LANDSCAPING PROVIDED (6.4%)	14,400 SF±

NOTE:

THE PARKING LOT LANDSCAPING AND TREE CANOPY TABULATIONS ARE PRELIMINARY. THE TABULATIONS ARE INTENDED TO REFLECT THE MINIMUM LANDSCAPE AND

Exhibit C



EXHIBIT C
Willow Oaks
SWM Maintenance

Weekly

- Mow grass on the Dam to not less than 4" in height and any non-wetland areas
- Walk Dam embankment and flag any animal burrows for backfilling. Animal burrows noted during mowing operations should be backfilled and compacted

Every three months or after a wet weather event

- Check for any visible damage to the inlet and outlet structures
- Remove any accumulated debris and/or trash in the pond from around the inlet and outlet structures

Every six months

- Walk Dam embankment and flag any trees or vegetation for removal
- Walk Dam embankment and flag any animal burrows for backfilling
- Check wetland forebays for siltation
- In the spring and once in the fall the low level sluice gate on the spillway should be operated and inspected

Autumn

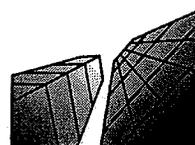
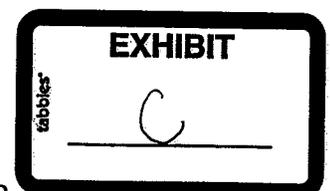
- Reseed denuded areas on the dam embankment

Yearly

- Replace dead or dying landscape material
- Clear brush and debris from the onsite discharge channel
- Clear brush and debris from the sand filter drain outlets (i.e. weepholes in downstream wingwalls of spillway)
- Check concrete of the riser spillway and outlet culvert for cracks, spalling and broken or loose sections and repair as necessary. Any extensive spalling or fractured areas should be inspected by a qualified structural engineer prior to repair.

As Necessary

- Remove sediment from the forebays and pond areas
- Backfill all erosion gullies noted with topsoil, reseed, and protect (e.g. mulched) until re-vegetated



SITTLER
DEVELOPMENT
ASSOCIATES LLC

Exhibit J to Contract of Sale

DEED OF EASEMENTS AND AGREEMENTS

THIS DEED OF EASEMENTS AND AGREEMENTS (this "Deed") is made as of this ____ day of _____, 2010 by and between 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 regulatory capacity (hereinafter, the "County"); and **Inova Health Care Services** (f/k/a Inova Health System Hospitals) (hereinafter "Inova").

RECITALS:

- R-1. Inova is currently the owner in fee simple of certain real property located in Fairfax County, Virginia, identified as Part of Parcel "F", Willow Oaks Corporate Center, and Parcel "B", Strathmeade Springs, identified as Fairfax County Tax Map Parcels 049-3-01-0141 and 049-3-01-0136C (the "Inova Property") as the same is more particularly shown on the proposed subdivision plat attached hereto as **Exhibit A** (the "Subdivision Plat").
- R-2. Inova has submitted (or will imminently submit) the Subdivision Plat to the Fairfax County Department of Public Works and Environmental Services ("DPWES") in order to subdivide the Inova Property into the various lots designated as Lot 1, Lot 2, Lot 3, Lot 4A, Lot 4B, Lot 5A, Lot 5B, Lot 6, Lot 7 and Lot 8 as shown on the Subdivision Plat.
- R-3. Contemporaneous with the execution of this Deed, Inova and the County have entered into a Contract of Sale (the "Contract") whereby Inova has agreed to sell and the County has agreed to purchase Lot 1 as it is shown on the Subdivision Plat or as it may be finally configured following regulatory review and/or as otherwise agreed upon by the parties.
- R-4. Lot 1 and Lot 2 are, among other land, subject to the Willow Oaks Proffers (as defined in Section 1.22), which, among other things, provide for the construction of a shared parking garage over portions of both Lot 1 and Lot 2.
- R-5. Inova and the County desire to enter into this Deed to provide for the coordinated construction, use, operation and maintenance of the Shared Parking Garage (as defined in Section 1.16) and other Improvements on Lot 1 and Lot 2.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties and of other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound do hereby agree as follows.

ARTICLE 1
Definitions

The following words and phrases shall be construed as follows: (i) "At any time" shall be construed as "at any time or from time to time"; (ii) "any" shall be construed as "any and all"; (iii) "including" shall be construed as "including but not limited to"; (iv) "will" and "shall" shall each be construed as mandatory; and (v) the word "in" with respect to an easement granted or reserved "in" a particular Lot shall mean, as the context may require, "in," "to," "on," "over," "within," "through," "upon," "across," "under," and any one or more of the foregoing. Except as otherwise specifically indicated, all references to Article, Section and Subsection numbers or letters shall refer to Articles, Sections and Subsections of this Deed, and all references to exhibits refer to the exhibits attached to this Deed, which exhibits are an integral part of this Declaration.

As used in this Deed the following terms shall have the following meanings:

SECTION 1.1 "Building F" shall mean the building to be constructed by Inova within the boundaries of Lot 2, identified generally as Building F on the Willow Oaks GDP. "Building F" shall not, however, include any portion of the Shared Parking Garage as defined in Section 1.16.

SECTION 1.2 "Building G" shall mean the building to be constructed by the County within the boundaries of Lot 1, for which conceptual plans have been prepared by Noritake Associates for which a list of plan sheets and dates is attached hereto as **Exhibit B**. "Building G" shall not, however, include any portion of the Shared Parking Garage as defined in Section 1.16.

SECTION 1.3 "Improvements" shall mean any and all buildings, structures and other facilities of every nature or character located, from time to time, on the Lots.

SECTION 1.4 "Land Records" shall mean the land records of the Circuit Court of Fairfax, Virginia.

SECTION 1.5 "Lot(s)" shall mean each of Lot 1 and Lot 2 as well as any parcels or lots produced by any resubdivision of such Lots (including condominium, cooperative or timeshare regimes established pursuant to the applicable Virginia statutes) or consolidation thereof.

SECTION 1.6 "Mortgage" shall mean a mortgage, deed of trust, sale leaseback, or other interest created for the purpose of securing an indebtedness encumbering a Lot, and recorded among the Land Records.

SECTION 1.7 "Mortgagee" shall mean the secured party under a Mortgage.

SECTION 1.8 "Notice" shall mean any communication affected in the manner prescribed in Article 9 hereof.

SECTION 1.9 "Owner(s)" shall mean, with respect to any Lot, the owner of record of fee simple title to such Lot. When one or more persons are the Owner, all such persons having a fee simple interest in such Lot shall be deemed to be an Owner and all of such Owners shall be jointly and severally liable for the performance of the obligations of this Deed with respect to such Lot. In the event of a ground lease of any Lot, the fee simple owner of record or the ground lessee as determined by the ground lease shall be the Owner for purposes of this Deed. In the event the ground lease is silent as to this provision, the Owner for purposes of this Deed shall be considered the fee owner. No party having an interest in a Lot or Building merely as security for the performance of an obligation or as a tenant under a lease of a Building or other Improvement on a Lot shall be considered an Owner. In the event that any portion of any of the Lots is developed as a condominium, cooperative or timeshare regime established pursuant to the applicable Virginia Statutes, for all purposes of this Deed, the Owner shall be the condominium, cooperative or timeshare association, acting by and through the executive organ thereof and not the owners of the individual units, cooperative shares or timeshare interests.

SECTION 1.10 "Parking Manager" shall mean the Person(s) selected from time to time by mutual agreement of the Owners as provided in Section 5.3, to operate, maintain and manage the Shared Parking Garage once both the Phase 1 Garage and the Phase 2 Garage are Substantially Complete.

SECTION 1.11 "Person(s)" shall mean individuals, partnerships, associations, corporations, limited liability companies and any other form of business organization, or one or more of them, as the context may require.

SECTION 1.12 "Phase 1 Garage" shall mean that portion of the Shared Parking Garage that is to be constructed on Lot 1, for which conceptual plans have been prepared by Noritake Associates and are included in the list of plan sheets and dates attached hereto as **Exhibit B**.

SECTION 1.13 "Phase 2 Garage" shall mean that portion of the Shared Parking Garage that is to be constructed on Lot 2.

SECTION 1.14 "Phase 1 Pro Rata Parking Share" shall be a fraction, the numerator of which shall be the number of parking spaces constructed within the Phase 1 Garage, and the denominator of which shall be the total number of parking spaces constructed within the Shared Parking Garage once the Phase 2 Garage is Substantially Complete.

SECTION 1.15 "Phase 2 Pro Rata Parking Share" shall be a fraction, the numerator of which shall be the number of parking spaces constructed within the Phase 2 Garage, and the denominator of which shall be the total number of parking spaces constructed within the Shared Parking Garage once the Phase 2 Garage is Substantially Complete.

SECTION 1.16 "Shared Parking Garage" shall mean the parking garage structure that is to be constructed on Lot 1 and Lot 2 which collectively comprises both the Phase 1 Garage and the Phase 2 Garage.

SECTION 1.17 "Shared Parking Garage Access" shall mean the north/south travelway providing vehicular and pedestrian access between the Shared Parking Garage and Willow Oaks Corporate Drive as described in Section 4.3.

SECTION 1.18 "Shared Parking Garage Facilities" shall mean all ventilation facilities (including intake and exhaust shafts), fire protection systems, electrical systems, data communication systems and all similar systems or services in support of the Shared Parking Garage that are located within either the Phase 1 Garage, the Phase 2 Garage or in the adjacent areas of the respective Lots which benefit and/or service both the Phase 1 Garage and the Phase 2 Garage.

SECTION 1.19 "SWM/BMP Pond Retaining Wall" shall mean the retaining wall shown on Fairfax County Site Plan SP # 55-44-SP-01, as the same may be amended from time to time, located to the north and east of the stormwater management and best management practices pond to be constructed on Lot 4A and Lot 4B.

SECTION 1.20 "Substantial Completion and Substantially Complete" as it relates to the Shared Parking Garage, or any designated phase thereof, shall mean the date, when: (a) construction is sufficiently complete such that the Owner(s) can occupy and utilize the parking spaces or designated portion(s) thereof (including all necessary operating services) for its intended use, subject only to certain unfinished items of construction that are not necessary for the issuance of partial or final occupancy permits (as applicable) or commencement or continuation of rental or other operations on the respective Lot (or portion thereof) or the safe use of the respective Lot (or portion thereof); and (b) all required governmental inspections applicable to the construction have been conducted and partial or final occupancy permits (as applicable) have been issued by the necessary authorities and delivered to the Owner(s).

SECTION 1.21 "Willow Oaks GDP" shall mean the Inova Willow Oaks Partial Generalized Development Plan Amendment – PCA 87-P-038-04, prepared by Dewberry & Davis LLC, dated April 14, 2008, revised through June 10, 2009, and approved pursuant to PCA 87-P-038-04, as the same may be amended from time to time.

SECTION 1.22 "Willow Oaks Proffers" shall mean the Inova Willow Oaks proffered conditions dated July 6, 2009 adopted pursuant to PCA 87-P-038-04, as the same may be amended from time to time.

SECTION 1.23 "Willow Oaks Zoning Approval" shall mean, collectively, PCA 87-P-038-04 approved by the Board of Supervisors of Fairfax County, Virginia on July 13, 2009, the Willow Oaks Proffers and the Willow Oaks GDP, as the same may be amended from time to time.

SECTION 1.24 "Zoning Ordinance" shall mean the Zoning Ordinance of Fairfax County, Virginia, as the same may be amended from time to time.

ARTICLE 2
Statement of Purposes

SECTION 2.1 General Purposes. Each Owner on behalf of itself and for the benefit of itself and the other Owner does hereby declare, for the protection, development, improvement, and maintenance of Lot 1 and Lot 2, that the terms, covenants, conditions, restrictions, reservations, easements, liens, rights, burdens, uses, benefits and privileges set forth in this Deed shall and do exist at all times during the term of this Deed as, and to the extent more fully provided herein, covenants running with Lot 1 and Lot 2, or portion(s) thereof as may be applicable, at law as well as in equity, burdening Lot 1 and Lot 2, or portion(s) thereof as may be applicable, as the servient tenement, and binding upon and, to the extent provided below, benefiting each Owner.

SECTION 2.2 Binding Upon any Lease or Other Document of Transfer. Notwithstanding the failure of any deed, lease or other instrument of conveyance, whereby an Owner conveys to another Person either (i) an interest in any Lot; or (ii) the right to occupy floor area on the Owner's Lot, to contain a clause which specifically subjects such deed, lease or other documents to this Deed, any new Owner shall be deemed to have automatically assumed the obligation to keep, perform and observe the provisions of this Deed with respect to the Lot of which it is an Owner, and any other conveyance (e.g. a lease) shall be subject to the terms and provisions of this Deed.

SECTION 2.3 Deed Benefits Lot 1 and Lot 2.

(a) The provisions of this Deed burden only Lot 1 and Lot 2 or portion thereof as may be applicable. This Deed shall be enforceable only by an Owner.

(b) There is no intention for the provisions of this Deed to benefit any land or any Persons other than as specifically described herein. The existence of provisions of this Deed that may benefit Persons owning or holding an interest in land outside the property described in this Deed does not confer upon them any right whatsoever to enforce this Deed, whether as third-party

beneficiaries or otherwise. No Person other than those described in Section 2.3 (a) hereof shall have any rights to enforce the provisions of this Deed.

ARTICLE 3
Construction

SECTION 3.1 General. County agrees to coordinate its design and construction of Building G and the Phase 1 Garage with Inova to ensure compatibility with Inova's construction of Building F and the Phase 2 Garage. Inova agrees to coordinate its design and construction of the Phase 2 Garage and the SWM/BMP Pond Retaining Wall to ensure compatibility with County's Phase 1 Garage.

The parties acknowledge that the design of the Shared Parking Garage as it is anticipated in this Deed is such that the Phase 1 Garage can stand on its own, but the Phase 2 Garage cannot. Accordingly, County agrees to have commenced construction of the Phase 1 Garage prior to the date that is one (1) year following the date on which County becomes the Owner of Lot 1 and, further, to have Substantially Completed the Phase 1 Garage prior to the date that is twenty-four (24) months following the date on which County commences construction of the Phase 1 Garage, provided, however, that (a) any delay in the County's ability to commence construction that results from Inova's failure to meet any deadlines pursuant to that certain Infrastructure Development Agreement between Inova and County of even date herewith shall cause County's deadlines in this Section 3.1 to be extended on a day-for-day basis, and (b) so long as County is diligently pursuing Substantial Completion of the Phase 1 Garage upon the expiration of such twenty-four (24) month period, County shall be entitled to an additional four (4) months to Substantially Complete the Phase 1 Garage. For purposes of this Section 3.1 construction shall be deemed to have commenced with the initiation of clearing and grading work in furtherance of the approved permit(s) for the Phase 1 Garage. In the event County fails to meet either of those dates, as set forth and, if applicable, extended as provided herein, upon thirty (30) days' prior written Notice to County (during which time County shall have the right to commence or Substantially Complete, as applicable, the Phase 1 Garage), Inova shall have the right, but not the obligation, to construct either the Phase 1 Garage or an alternate, stand-alone garage utilizing a portion of Lot 1. In such event, County agrees to reimburse Inova for its reasonable, documented costs and expenses incurred in the construction of parking spaces to be used by County, and the Owners agree to amend this Deed and enter into such other easements and agreements as may be necessary to allow Inova to proceed as provided in this Section 3.1.

SECTION 3.2 County Design & Construction. County covenants and agrees to construct, or cause to be constructed, the Phase 1 Garage, the Shared Parking Garage Access, and Building G in substantial

conformance with the County Final Construction Documents as provided in this Article 3 at its sole cost and expense.

(a) County Design Development Drawings. County shall submit to Inova for approval 100% design development drawings, [referred to as Design Development Documents under the AIA design standard] for the Phase 1 Garage and Building G, together with copies of the related site plans (the "County Design Development Drawings"), which County Design Development Drawings shall substantially conform with the preliminary plans described on **Exhibit B** hereto. Inova's review of County Design Development Drawings as provided in this Section 3.2(a) shall be limited to those aspects of the County Design Development Drawings that have a material effect on either: (a) the relationship of Building G and its site to Building F and its site, as a result of the proposed grading of Lot 1; or (b) the relationship of the Phase 1 Garage to the future Phase 2 Garage or the SWM/BMP Pond Retaining Wall, with respect to garage design (including exterior façade materials and elevations), location, access, structure, systems or otherwise. In each event of review, Inova's approval of the County Design Development Drawings shall not be unreasonably withheld, conditioned or delayed, and Inova 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 Inova's ability to construct either the Phase 2 Garage or Building F or which do not materially increase the cost to Inova of the Phase 2 Garage or Building F. Within fifteen (15) business days after Inova's initial receipt of such County Design Development Drawings, Inova shall either approve the County Design Development Drawings or provide written comments to same. County shall revise the County Design Development Drawings to include Inova's reasonable written comments and resubmit the County Design Development Drawings to Inova for review. Within fifteen (15) days after Inova's receipt of such revised County Design Development Drawings, Inova shall either approve the revised County Design Development Drawings or provide comments to same (which comments shall be limited to the subject of those comments raised initially by Inova). County shall revise the County Design Development Drawings to include Inova's reasonable written comments, and the pattern shall continue until Inova has approved the County Design Development Drawings. Failure of Inova to respond within the prescribed time periods shall be deemed approval.

(b) County Final Construction Documents. County shall submit to Inova for approval final construction documents [referred to as Construction Documents in the AIA design standard] for the Phase 1 Garage and Building G, and related site plans (the "County Final Construction Documents"), which County Final Construction Documents shall substantially conform with the County Design Development Drawings. Inova's review of County Final Construction Documents as provided in this Section 3.2(b) shall be limited to those aspects of the County Final Construction Documents that have a material effect on either: (a) the relationship of Building G and its site to Building F and its site, as a result of the proposed grading of Lot 1; or (b) the

relationship of the Phase 1 Garage to the future Phase 2 Garage or the SWM/BMP Pond Retaining Wall, with respect to garage design (including exterior façade materials and elevations), location, access, structure, systems or otherwise. In each event of review, Inova's approval of the County Final Construction Documents shall not be unreasonably withheld, conditioned or delayed, and Inova 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 Inova's ability to construct either the Phase 2 Garage or Building F or which do not materially increase the cost to Inova of the Phase 2 Garage or Building F. Within fifteen (15) days after Inova's initial receipt of such County Final Construction Documents, Inova shall either approve the County Final Construction Documents or provide written comments to same. County shall revise the County Final Construction Documents to include Inova's reasonable written comments and resubmit the County Final Construction Documents to Inova for review. Within fifteen (15) business days after Inova's receipt of such revised County Final Construction Documents, Inova shall either approve the revised County Final Construction Documents or provide comments to same (which comments shall be limited to the subject of those comments raised initially by Inova). County shall revise the County Final Construction Documents to include Inova's reasonable written comments, and the pattern shall continue until Inova has approved the County Final Construction Documents. Failure of Inova to respond within the prescribed time periods shall be deemed approval.

(c) Changes to County Final Construction Documents.

From and after the date of Inova's approval of the County Final Construction Documents, any changes to the County Final Construction Documents that would have a material effect on either: (a) the relationship of Building G and its site to Building F and its site, as a result of the proposed grading of Lot 1; or (b) the relationship of the Phase 1 Garage to the future Phase 2 Garage or the SWM/BMP Pond Retaining Wall, with respect to garage design, location, access, structure, systems or otherwise shall be subject to Inova's approval, which approval shall not be unreasonably withheld, conditioned or delayed, and Inova 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 Inova's ability to construct either the Phase 2 Garage or Building F or which do not materially increase the cost to Inova of the Phase 2 Garage or Building F. Within fifteen (15) days after Inova's receipt of such requested changes to the County Final Construction Documents (or, if Inova requires additional time to review such modifications, Inova shall send written notice to County thereof during such fifteen (15)-day period, upon which, the fifteen (15) business days shall be extended to thirty (30) days), Inova shall either approve the County Final Construction Documents, as modified, or provide written comments to same. County shall revise the County Final Construction Documents to include Inova's reasonable written comments and resubmit the County Final Construction Documents to County for review. Within fifteen (15) days after

Inova's receipt of such revised County Final Construction Documents, Inova shall either approve the revised County Final Construction Documents or provide comments to same (which comments shall be limited to the subject of those comments raised initially by Inova). County shall revise the County Final Construction Documents to include Inova's reasonable written comments, and the pattern shall continue until Inova has approved the County Final Construction Documents with the requested modifications. Failure of Inova to respond within the prescribed time periods shall be deemed approval.

SECTION 3.3 Inova Design & Construction – Phase 2 Garage.

Inova covenants and agrees to construct, or cause to be constructed, the Phase 2 Garage in substantial conformance with the Inova Final Construction Documents as provided in this Article 3, at its sole cost and expense.

(a) Inova Design Development Drawings. At such time as Inova proceeds to design the Phase 2 Garage, Inova shall submit to County for approval 100% design development drawings, [referred to as Design Development Documents under the AIA design standard] for the Phase 2 Garage (the "Inova Design Development Drawings"). County's review of Inova Design Development Drawings as provided in this Section 3.3(a) shall be limited to those aspects of the Inova Design Development Drawings that have a material effect on the relationship of the Phase 2 Garage to the Phase 1 Garage, with respect to garage design, location, structure, systems or otherwise. In each event of review, County's approval of the Inova Design Development Drawings shall not be unreasonably withheld, conditioned or delayed, and County 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 either the Phase 1 Garage or Building G. Within fifteen (15) days after County's initial receipt of such Inova Design Development Drawings, County shall either approve the Inova Design Development Drawings or provide written comments to same. Inova shall revise the Inova Design Development Drawings to include County's reasonable written comments and resubmit the Inova Design Development Drawings to County for review. Within fifteen (15) business days after County's receipt of such revised Inova Design Development Drawings, County shall either approve the revised Inova Design Development Drawings or provide comments to same (which comments shall be limited to the subject of those comments raised initially by County). Inova shall revise the Inova Design Development Drawings to include County's reasonable written comments, and the pattern shall continue until County has approved the Inova Design Development Drawings. Failure of County to respond within the prescribed time periods shall be deemed approval.

(b) Inova Final Construction Documents. Inova shall submit to County for approval final construction documents [referred to as Construction Documents in the AIA design standard] for the Phase 2 Garage (the "Inova Final Construction Documents"), which Inova Final Construction

Documents shall substantially conform to the Inova Design Development Drawings. County's review of Inova Final Construction Documents as provided in this Section 3.3(b) shall be limited to those aspects of the Inova Final Construction Documents that have a material effect on the relationship of the Phase 2 Garage to the Phase 1 Garage, with respect to garage design, location, structure, systems or otherwise. In each event of review, County's approval of the Inova Final Construction Documents shall not be unreasonably withheld, conditioned or delayed, and County 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 either the Phase 1 Garage or Building G. Within fifteen (15) days after County's initial receipt of such Inova Final Construction Documents, County shall either approve the Inova Final Construction Documents or provide written comments to same. Inova shall revise the Inova Final Construction Documents to include County's reasonable written comments and resubmit the Inova Final Construction Documents to County for review. Within fifteen (15) business days after County's receipt of such revised Inova Final Construction Documents, County shall either approve the revised Inova Final Construction Documents or provide comments to same (which comments shall be limited to the subject of those comments raised initially by County). Inova shall revise the Inova Final Construction Documents to include County's reasonable written comments, and the pattern shall continue until County has approved the Inova Final Construction Documents. Failure of County to respond within the prescribed time periods shall be deemed approval.

(c) Changes to Inova Final Construction Documents.

From and after the date of County's approval of the Inova Final Construction Documents, any changes to the Inova Final Construction Documents that would have a material effect on the relationship of the Phase 2 Garage to the Phase 1 Garage, with respect to garage design, location, structure, systems or otherwise shall be subject to County's approval, which approval shall not be unreasonably withheld, conditioned or delayed, and County 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 either the Phase 1 Garage or Building G. Within fifteen (15) days after County's receipt of such requested changes to the Inova Final Construction Documents (or, if County requires additional time to review such modifications, Inova shall send written notice to Inova thereof during such fifteen (15)-day period, upon which, the fifteen (15) days shall be extended to thirty (30) days), County shall either approve the Inova Final Construction Documents, as modified, or provide written comments to same. Inova shall revise the Inova Final Construction Documents to include County's reasonable written comments and resubmit the Inova Final Construction Documents to County for review. Within fifteen (15) business days after County's receipt of such revised Inova Final Construction Documents, County shall either approve the revised Inova Final Construction Documents or provide comments to same (which comments shall be limited to

the subject of those comments raised initially by County). Inova shall revise the Inova Final Construction Documents to include County's reasonable written comments, and the pattern shall continue until County has approved the Inova Final Construction Documents with the requested modifications. Failure of County to respond within the prescribed time periods shall be deemed approval.

SECTION 3.4 Inova Design and Construction – SWM/BMP Pond Retaining Wall. Prior to submission of building permit plans for the SWM/BMP Pond Retaining Wall, Inova shall provide a copy of such plans to County for approval. County's review of such plans as provided in this Section 3.4 shall be limited to those aspects of the SWM/BMP Pond Retaining Wall that have a material effect on the relationship of the SWM/BMP Pond Retaining Wall to the Phase 1 Garage. In each event of review, County's approval of the Inova Final Construction Documents shall not be unreasonably withheld, conditioned or delayed, and County 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 either the Phase 1 Garage or Building G or which do not materially increase the cost to County of the Phase 1 Garage or Building G. Within fifteen (15) days after County's initial receipt of such plans, County shall either approve the plans or provide written comments to same. Inova shall revise the plans to include County's reasonable written comments and resubmit the plans to County for review. Within fifteen (15) business days after County's receipt of such revised plans, County shall either approve the revised plans or provide comments to same (which comments shall be limited to the subject of those comments raised initially by County). Inova shall revise the plans to include County's reasonable written comments, and the pattern shall continue until County has approved the plans. From and after the date of County's approval of such plans, any changes to the plans that would have a material effect on the relationship of the SWM/BMP Pond Retaining Wall to the Phase 1 Garage, with respect to wall location or structure shall be subject to County's approval, which approval shall not be unreasonably withheld, conditioned or delayed, and the process for which shall be consistent with that described above relating to approval of the initial plans. Inova shall construct the SWM/BMP Pond Retaining Wall in substantial conformance with the approved plans. Failure of County to respond within the prescribed time periods shall be deemed approval.

ARTICLE 4
Easements

SECTION 4.1 General Provisions.

(a) Each Owner, intending to bind itself, the Lots and its successors and assigns, hereby grants, establishes and reserves the easements, rights and privileges hereinafter set forth.

(b) For purposes of this Article the following shall apply:

(i) A Person granting an easement is called the "Grantor" it being intended that the grant shall thereby bind and include not only such Person but also its grantees, successors and assigns.

(ii) A Person to whom an easement is granted is called the "Grantee". Unless expressly stated otherwise, the grant shall benefit only the Lot(s) to which the dominant tenement is granted. The Grantee may permit and designate from time to time its permittees to use such easement, which may include any Person entitled to occupy a portion or portions of a Lot as a tenant under a lease and such Person's respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees and concessionaires, provided that (a) no permission shall authorize a use of the easement contrary to the use as granted; and (b) no unauthorized use shall act to extinguish the easement for the use as granted.

(iii) The grant of an easement by Grantor shall bind its Lot which shall, for the purpose of this Deed be deemed to be the servient tenement. Where only a portion of the Lot is bound and burdened by the easement, only that portion shall be deemed to be the servient tenement.

(iv) The grant of an easement to a Grantee shall benefit and be appurtenant to its Lot which shall, for the purpose of this Deed, be deemed to be the dominant tenement.

(c) All easements granted hereunder shall exist by virtue of this Deed without the necessity of confirmation by any other document. Likewise, upon the termination of any easement (in whole or in part) or its release with respect to all or any part of any Lot in accordance with the terms of this Deed, such easement shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the request of any other Owner, each Owner will sign and acknowledge a document memorializing the existence (including the location and any conditions), the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any easement, if the form and substance of the document as reasonably acceptable to each Owner. Unless provided otherwise, all easements granted herein are perpetual, nonexclusive and irrevocable.

(d) The use of all easements granted hereunder shall be in accordance with the rules and regulations as may be established from time to time by the Grantor, in its sole, but reasonable discretion. The Grantor reserves the right to (i) eject from the easement areas any Person not authorized to use

the same; (ii) close off the easement areas for such reasonable periods of time as may be (a) legally necessary to prevent the acquisition of prescriptive rights by anyone, (b) necessary to effect repairs and restoration required herein; and/or (c) necessary to perform construction permitted hereby. Notwithstanding the rules regulating the use of the easements granted hereunder, the Grantee Owners shall at all times maintain the right to make appropriate use of the easements granted hereunder (including the right to enter another Owner's Lot) where the exigency of circumstances reasonably requires it.

SECTION 4.2 Garage Circulation Easements. Each Owner hereby grants, establishes and reserves unto the other Owner and itself a non-exclusive Garage Circulation Easement in its respective phase of the Shared Parking Garage for the purpose of vehicular and pedestrian ingress and egress in the drive aisles of the Shared Parking Garage as necessary to access the respective Owner's respective parking spaces in the Shared Parking Garage to and from the Shared Parking Garage Access Easement.

SECTION 4.3 Shared Parking Garage Access Easement. Each Owner hereby grants, establishes and reserves unto the other and itself, a non-exclusive Shared Parking Garage Access Easement for the purpose of providing direct pedestrian and vehicular ingress, egress and access between the Shared Parking Garage and Willow Oaks Corporate Drive. The exact location of the Shared Parking Garage Access Easement Area shall be determined based on the final design of Building F, Building G and the Shared Parking Garage, and the parties agree to execute an amendment to this Deed following construction of the Shared Parking Garage Access, to provide an exhibit that more specifically identifies and locates the Shared Parking Garage Access Easement Area.

SECTION 4.4 Shared Parking Garage Facilities Easements. Each Owner hereby grants, establishes and reserves unto the other and itself easements in the Shared Parking Garage Facilities and for access to such Shared Parking Garage Facilities and components thereof for the purpose of the installation, use, operation, maintenance, repair, replacement, relocation or removal thereof as necessary to allow for the Shared Parking Garage to be constructed, operated and used in accordance with the approved County Final Construction Documents and the Inova Final Construction Documents. The parties agree to execute an amendment to this Deed upon the Substantial Completion of the Shared Parking Garage, to provide an exhibit that more specifically identifies and locates the Shared Parking Garage Facilities within or around the completed structure.

SECTION 4.5 Structural and Support Easements. The Lot 1 Owner and the Lot 2 Owner hereby grant, establish and reserve unto each other and themselves easements in their respective Lots for (i) support in and to all temporary and permanent structural members, columns, footings, foundations, tiebacks and other Improvements which are necessary for the support of the Shared Parking Garage, the Shared parking Garage Access and any of related

Improvements; (ii) the installation, construction, maintenance, use, repair and replacement of such Improvements, and (iii) the installation, use, maintenance, repair, replacement and removal of temporary and permanent underground footings, sheeting/shoring, tie-backs and other measures for the purpose of supporting such Improvements. The easements granted in this Section 4.5 are subject to the insurance and indemnity provisions of Article 8. In addition, prior to any Grantee Owner exercising the right to utilize the easements granted in this Section 4.5, such Grantee owner shall obtain the written approval of the Grantor Owner as to the type, location and duration of any such Improvements as contemplated herein. Such approval shall not be unreasonably withheld, conditioned or delayed and shall be deemed given if no written response is provided within ten (10) calendar days of Grantor Owner's receipt of the Grantee Owner's request for approval. The Grantee Owner shall restore any damage to the Grantor Owner's Lot that is caused by construction related to the easements granted herein within a reasonable time and to a condition consistent with that prior to any disturbance.

SECTION 4.6 Construction Easements. The Lot 1 Owner and the Lot 2 Owner hereby grant, establish and reserve unto each other and themselves easements in their respective Lots for temporary construction purposes to facilitate the construction, maintenance and repair of the Shared Parking Garage, the Shared Parking Garage Access and other related Improvements, including reasonable access thereto. Such easements are established only to the extent and for a duration that they are reasonably necessary (i.e., such work cannot be reasonably accommodated without resort to the easement created hereby) and provided that reasonable Notice is provided to the Grantor Owner and that the use of such easement does not have a materially adverse effect on the use, continuous operation or value of the affected Lot, or result in any violation of any Zoning Ordinance, or any applicable laws or regulations. The easements granted in this Section 4.6 are subject to the insurance and indemnity provisions of Article 8. In addition, prior to any Grantee Owner exercising the right to utilize the easements granted in this Section 4.6, such Grantee owner shall obtain the written approval of the Grantor Owner as to the type, location and duration of any such easements as contemplated herein. Such approval shall not be unreasonably withheld, conditioned or delayed and shall be deemed given if no written response is provided within ten (10) calendar days of Grantor Owner's receipt of the Grantee Owner's request for approval. The Grantee Owner shall restore any damage to the Grantor Owner's Lot that is caused by construction related to the easements granted herein within a reasonable time and to a condition consistent with that prior to any disturbance.

SECTION 4.7 Easements for Encroachments. If and to the extent either the Phase 1 Garage or the Phase 2 Garage, or portions thereof, encroach upon the adjacent Lot, an easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist whether such encroachment shall be because of any deviation from construction plans and the actual construction, repair, renovation, restoration or replacement of such phase of the

Shared Parking Garage, or because of the settling or shifting of any land or Improvements thereon. In the event any portion of the Shared Parking Garage shall be partially or totally destroyed and then rebuilt, minor encroachments between Lots due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist provided, however, that such easements shall not relieve an Owner of liability in cases of willful and intentional misconduct or negligence by such Owner or its agents or employees. The easements granted in this Section 4.7 are subject to the insurance and indemnity provisions of Article 8.

SECTION 4.8 No Dedication. Nothing contained in this Article 4, including the creation and establishment of the easements herein provided, shall be deemed to constitute the dedication of any portion of any Lot to public use.

ARTICLE 5

Shared Parking Garage; Shared Parking Garage Access; Shared Parking Garage Facilities

SECTION 5.1 Ownership of Shared Parking Garage; Shared Parking Garage Access and Shared Parking Garage Facilities. Ownership of the Phase 1 Garage shall vest in the Owner of Lot 1, subject to the easements granted herein. Ownership of the Phase 2 Garage shall vest in the Owner of Lot 2, subject to the easements granted herein. Ownership of the Shared Parking Garage Access and the Shared Parking Garage Facilities shall vest in the Owner of the Lot on which such improvements are constructed, subject to the easements granted herein.

SECTION 5.2 Allocation of Parking Within Shared Parking Garage. Ownership and use of the parking spaces constructed within the Phase 1 Garage shall be and is hereby reserved for the use of the Lot 1 Owner. Ownership and use of the parking spaces constructed within the Phase 2 Garage shall be and is hereby reserved for the use of the Lot 2 Owner. The Owners agree to cooperate with respect to the installation, use and operation of parking control facilities, striping or signage designations or other measures to ensure the allocations of parking spaces as provided herein are maintained.

SECTION 5.3 Operation and Maintenance.

(a) The Lot 1 Owner shall be solely responsible for all costs and expenses related to the use, operation, maintenance, repair, restoration or otherwise of the Phase 1 Garage, the Shared Parking Garage Access and the Shared Parking Garage Facilities prior to Substantial Completion of the Shared Parking Garage. At the election of the Lot 1 Owner, the parties may arrange for the hiring of a Parking Manager before the date specified in Section 5.3(b) (but otherwise to be hired in accordance with Section 5.3(b)); in such event the Parking Manager may commence its

responsibilities prior to Substantial Completion of the Shared Parking Garage, and the Lot 1 Owner shall still be solely responsible for the costs and expenses thereof until Substantial Completion of the Shared Parking Garage.

(b) At least one hundred twenty (120) days prior to the date that the Shared Parking Garage is expected to be Substantially Completed, the Lot 2 Owner shall hire a Parking Manager to operate, maintain, repair and replace all portions of the Shared Parking Garage, the Shared Parking Garage Access and the Shared Parking Garage Facilities in a good and commercially sound manner so as to keep all such areas at all times in a safe and functional condition, clean, and in good order and repair. The Lot 2 Owner shall provide its designation of the Parking Manager and the proposed contract with such proposed Parking Manager to the Lot 1 Owner for approval, which approval shall not be unreasonably withheld, conditioned or delayed. In connection with such operation, maintenance, repair and replacement, but not in limitation thereof, the Parking Manager shall be responsible for the following upon Substantial Completion of the Shared Parking Garage:

(i) Maintain, repair, and resurface the Shared Parking Garage Access and the drive aisles within the Shared Parking Garage, prevent the same from becoming unsightly and repair all potholes and cracks. Such activities shall, to the extent possible, be scheduled in advance with the Owners or their designated representatives.

(ii) Maintain, repair, replace and restore the Shared Parking Garage Facilities to ensure their continued function and use.

(iii) Remove all papers, debris, filth, and refuse from, and periodically sweep all portions of the Shared Parking Garage and the Shared Parking Garage Access to keep the same in a clean and orderly condition and store all trash and garbage from the Shared Parking Garage and the Shared Parking Garage Access in adequate, screened containers on Lot 1.

(iv) Properly clear snow and ice from the Shared Parking Garage Access and the drive aisles within the Shared Parking Garage.

(v) Maintain and replace, if necessary, any directional signs, markers, or lights as may be directed by the Lot 1 Owner with respect to the Phase 1 Garage and the Lot 2 Owner with respect to the Phase 2 Garage.

(vi) Maintain and repaint markers and directional signs and restripe parking spaces and drive aisles, as may be directed by the Lot 1 Owner with respect to the Phase 1 Garage and the Lot 2 Owner with respect to the Phase 2 Garage.

(vii) Establish and collect such parking fees as

may be directed by the Lot 1 Owner with respect to the Phase 1 Garage and the Lot 2 Owner with respect to the Phase 2 Garage.

(viii) Pay all wages, worker's compensation insurance, unemployment taxes and other costs and expenses of employees necessary to operate, maintain, repair and replace the Shared Parking Garage, the Shared Parking Garage Access and the Shared Parking Garage Facilities.

(ix) Pay all contractors' fees in the event operation, maintenance, repairs and replacement of the Shared Parking Garage, the Shared Parking Garage Access or the Shared Parking Garage Facilities is performed by an independent contractor.

(x) Implement and maintain such security measures or other control devices as may be directed by the Lot 1 Owner with respect to the Phase 1 Garage and the Lot 2 Owner with respect to the Phase 2 Garage.

(c) Notwithstanding anything herein to the contrary, in addition to the work to be performed by the Parking Manager, each Owner shall have the right to perform such additional maintenance, repair, and other work as it reasonably deems necessary on its Phase of the Shared Parking Garage, subject to the terms and conditions of this Agreement, provided, however, that the other Owner shall have no liability for the costs of such additional work pursuant to this Agreement.

SECTION 5.4 Operation and Maintenance Costs. Payment of Operation and Maintenance Costs shall be the obligation of the Owners and shall be allocated among the Owners as set forth in Section 6.1. Operation and Maintenance Costs shall include, without limitation, all direct and indirect costs paid or incurred by the Parking Manager, or to be paid or incurred by the Parking Manager, to:

(a) Pay any and all license and permit fees and other charges of any kind and nature whatsoever (excluding such fees or other charges arising as a result of the initial construction of the Shared Parking Garage, the Shared Parking Garage Access or the Shared Parking Garage Facilities or reconstruction thereof) which shall or may be levied, charged, confirmed, imposed, or assessed upon or against the Shared Parking Garage, the Shared Parking Garage Facilities, or the Shared Parking Garage Access, and/or any other personal property used in connection with the performance or provision of the services as required herein;

(b) Pay the Parking Manager to operate and maintain the Shared Parking Garage, the Shared Parking Garage Facilities, and the Shared Parking Garage Access as provided herein, including, without limitation, paving, striping, cleaning and repair, landscaping, restorations, alterations, improvements

or replacements, structural improvements to the parking facilities and the acquisition of supplies, equipment, and other personal property, wages, salaries and other personnel expenses;

(c) Pay any utility charges that are not separately metered incurred in connection with the operation or maintenance of the Shared Parking Garage, the Shared Parking Garage Facilities, or the Shared Parking Garage Access;

(d) Pay for accounting and legal services and such other consulting services;

(e) Establish and fund any reserve, contingency or sinking fund for major capital repairs, replacements, maintenance and improvements to the Shared Parking Garage, the Shared Parking Garage Access or the Shared Parking Garage Facilities, provided that (i) any interest earned on such reserve, contingency or sinking fund shall be applied against annual Operation and Maintenance Costs and (ii) the establishment and funding of any such reserve, contingency or sinking shall be subject to the prior written approval of the Owners, not to be unreasonably withheld, conditioned, or delayed;

(f) Pay any and all reasonable administrative, overhead and office expenses including, without limitation, such expenses incurred in connection with the collection and enforcement of Operation and Maintenance Costs, the resolution of any dispute relating thereto whether by negotiation, arbitration, litigation or agreement.

(g) Pay any other costs as may be reasonably required from time to time by the Owner(s).

ARTICLE 6
Allocations

SECTION 6.1 Allocation of Operation and Maintenance Costs. With respect to ordinary Operation and Maintenance Costs of the Shared Parking Garage; and all Operation and Maintenance Costs of the Shared Parking Garage Facilities and the Shared Parking Garage Access (both ordinary and capital), that are a common obligation of the Owners, the Lot 1 Owner shall pay the Phase 1 Pro Rata Parking Share of the Operation and Maintenance Costs, and the Lot 2 Owner shall pay the Phase 2 Pro Rata Parking Share of the Operation and Maintenance Costs. Each respective Owner shall bear the sole responsibility for the following Operation and Maintenance Costs:

(a) Those Operation and Maintenance Costs that arise from the direction of one of the Owners with respect to its respective phase of the Shared Parking Garage;

(b) Those Operation and Maintenance Costs that are associated with structural repairs, replacement or restoration of one Owner's respective phase of the Shared Parking Garage; and

(c) Those Operation and Maintenance Costs that arise from the negligence of the respective Owner or of any Person acting under such Owner's authority or as an invitee of such Owner.

SECTION 6.2 Payment of Operation and Maintenance Costs. Payment of Operation and Maintenance Costs shall be as follows:

(a) At least sixty (60) days prior to the date on which the Shared Parking Garage is expected to be Substantially Complete, the Parking Manager shall prepare and submit to the Owners for approval an initial Operation and Maintenance budget, such approval not to be unreasonably withheld, conditioned or delayed. Such initial budget shall set forth a computation of each of such Owner's estimated share of Operation and Maintenance Costs for the forthcoming year or partial year (the "Budgeted Share") according to such Owners' respective shares of the obligations as provided in Section 6.1. Commencing on the date that the Shared Parking Garage is Substantially Completed, each of the Lot 1 Owner and Lot 2 Owner will pay to the Parking Manager on an annual or monthly basis, at the election of the Owner, an amount equal to one month, or as applicable the entirety, of each such Owner's Budgeted Share for the year or partial year. Any adjustment to the initial (or subsequently approved) Operation and Maintenance budget that exceeds 115% of the initial (or subsequently approved) Operation and Maintenance budget shall be subject to approval by the Owners, such approval not to be unreasonably withheld, conditioned or delayed.

(b) On November 1st of the year following the date on which the Shared Parking Garage is Substantially Complete, and every November 1st thereafter, the Parking Manager will prepare and provide to the Owners an annual operational statement (the "Annual Statement"). The Annual Statement shall include: (i) each Owner's respective share of the Operation and Maintenance Costs as provided in Section 6.1; (ii) the actual Operation and Maintenance Costs for the prior calendar year; (iii) the actual to-date Operation and Maintenance Costs for the current calendar year; (iv) re-forecasted costs through year-end for the current calendar year; (v) projected annual Operation and Maintenance Costs for the following calendar year (the "Annual Budget"); and (vi) the computation of each Owner's share of the Operation and Maintenance Costs for the forthcoming Year. On January 1st of each calendar year and on the first day of each month thereafter, each of the Owners will pay 1/12 of that Owner's share of the Operation and Maintenance Costs in the Annual Budget for the calendar year (the "Annual Budget Payments"), provided that the Owners may elect instead to make the entire Annual Budget Payment at once at such time. By April 1 of each year, the Parking Manager will prepare and provide to each Owner a reconciliation of actual Operation and Maintenance Costs for the

prior calendar year against the Annual Budget for the prior calendar year (the "Annual Reconciliation"). The Annual Reconciliation will include: (i) each such Owner's respective share of the Operation and Maintenance Costs as provided in Section 6.1; (ii) the actual Operation and Maintenance Costs for the prior calendar year; (iii) the Annual Budget Payments made by all Owners during the prior calendar year; (iv) a reconciliation of the actual Operation and Maintenance Costs for the prior calendar year versus the Annual Budget Payments made by all Owners during the prior calendar year with a computation of whether the Annual Budget Payments resulted in an overpayment or underpayment of the Operation and Maintenance Costs for the prior calendar year.

(c) Within 30 days after receipt by each Owner of the Annual Reconciliation, such Owner shall make a lump sum payment to the Parking Manager equal to an amount, if any, by which its payments of the Annual Budget Payments for the period covered by the Annual Reconciliation are less than the Owner's share of Operation and Maintenance Costs based on the actual costs for the period in question. If the Annual Reconciliation reveals that the Owner has overpaid its share of Operation and Maintenance Costs, then the Parking Manager shall credit such amount to the next succeeding payments such Owner is required to make during the forthcoming period. The effect of this Section is that each Owner will pay each year its share of Operation and Maintenance Costs based on the actual costs for the same. Further, no Owner shall be allowed or granted any "cap", "favored nation" or similar arrangement that would result in such Owner not paying its actual share of the Operation and Maintenance Costs computed in accordance with this Deed.

SECTION 6.3 Late Charges. If any Operation and Maintenance Costs are not paid in full when due, then, if such amount remains unpaid after ten (10) business days' prior written notice to the applicable Owner, the party responsible for the payment of such costs or installment shall also pay to the Parking Manager a late payment service charge (covering administrative and overhead expenses) equal to 4% of the amount of such unpaid costs or installment. Except as expressly provided therein, the foregoing provision shall not be construed to extend the day for payment of any sums required to be paid hereunder or relieve any Owner of its obligation to pay all such sums at the time or times herein stipulated. Payments made by Owners shall be applied (i) first to the late charge; (ii) then to the interest due, if any, (iii) then to the costs of collections; and (iv) then to the delinquent amounts.

SECTION 6.4 Interest on Past Due Amounts. If any Operation and Maintenance Costs are not paid on the due date thereof, then, if such amount remains unpaid after ten (10) business days' prior written notice to the applicable Owner, in addition to the late payment service charge provided for in Section 6.3, such unpaid amount shall bear interest from the due date until such date actually paid at a floating rate equal to the prime rate as published in the Wall Street Journal plus 4% per year. Except to the extent expressly provided therein, the foregoing provision shall not be construed to extend that date of payment of any

sums required to be paid hereunder or relieve any Owner of its obligation to pay all such sums at the times or times herein stipulated.

SECTION 6.5 Lien and Enforcement. Any Operation and Maintenance Costs if not paid when due shall be delinquent and the non-delinquent Owner shall have the right to file a Notice of Lien among the Land Records against the delinquent Owner's Lot. Such lien may be enforced by foreclosure suit, including appointment of a commissioner of sale, in the same manner as a Mortgage or a mechanic's lien foreclosure, in a manner permitted under Section 55-516 of the Code of Virginia or in such other manner as may be permitted by law. In the event the invoicing Owner shall institute proceedings to foreclose such lien, whether or not a final decision is rendered, such Owner shall be entitled to recover from the Owner of the applicable Lot, in addition to the unpaid amounts or installments thereof, interest and late payment and service charges and all costs and expenses, including reasonable attorney's fees incurred in preparation for and in bringing in such proceedings, and all such costs and expenses shall be secured by such lien. The non-delinquent Owner may also institute and enforce such other remedies at law or in equity as such Owner may determine to be necessary or appropriate to collect such amounts as are due. The parties acknowledge that to the extent prohibited by law, public property in the Commonwealth of Virginia cannot be subjected to lien.

ARTICLE 7 Restoration

SECTION 7.1 Restoration of Shared Parking Garage, Shared Parking Garage Access and Shared Parking Garage Facilities. Each Owner covenants that in the event of any damage or destruction to the respective portions of the Shared Parking Garage, the Shared Parking Garage Access and/or the Shared Parking Garage Facilities on its Lot, by any cause whatsoever, whether insured or uninsured, such Owner shall restore, repair or rebuild the Shared Parking Garage, the Shared Parking Garage Access and/or the Shared Parking Garage Facilities with all due diligence to the condition that existed immediately prior to such damage or destruction.

SECTION 7.2 Performance of Work. All restoration, repair, rebuilding, maintenance, alterations, additions or improvements of the Shared Parking Garage, the Shared Parking Garage Access and/or the Shared Parking Garage Facilities, as applicable, collectively, "Work" performed by any Owner pursuant to the provisions of this Article shall be performed so as to minimize the applicable costs thereof (subject to the applicable standards of quality and local laws and ordinances) in compliance with such of the following requirements as are applicable hereto, to wit:

- (a) No Work either (i) costing in excess of \$100,000 and/or
- (ii) potentially resulting in the closure or impediment of access to or through the

Shared Parking Garage shall be commenced unless the constructing Owner has in each instance delivered to the other Owner for its review and comment one copy of such Owner's proposed plans for such Work, whereupon the design review process outlined in Article 3 hereof shall be employed.

(b) All Work shall be performed in a good and workmanlike manner by reputable contractors, subject to bid or other assured means of minimizing costs, and shall conform to and comply with:

(i) The plans and specifications therefor; and

(ii) All applicable requirements of law, codes, regulations, rules and underwriters, including, without limitation, the Willow Oaks Zoning Approval.

(c) All such Work shall be completed with due diligence, and at the constructing Owners' sole cost and expense.

(d) Each Owner covenants, severally, that all insurance proceeds, if any, payable on account of such damage or destruction shall first be made available to the Owner upon whose Lot the Work is being performed for the repair and restoration of any damage to or destruction of the Shared Parking Garage, the Shared Parking Garage Access and/or the Shared Parking Garage Facilities, as applicable; provided, however, nothing contained herein shall be deemed to prohibit the applicable Mortgagee from participating in the adjustment of any insurance proceeds on behalf of any Owner and the disposition of such insurance proceeds shall be subject to the rights of any such Mortgagee, provided that in all cases such insurance proceeds are available to restore such damage or destruction. Subject to the disbursement procedure requirements of such Mortgagee, the amount of any insurance proceeds shall be made available in progress payments during the progress of the restoration and the performance of such Work.

(e) Each Owner shall use its best efforts to cause all Work contemplated on their applicable Lot to be completed as promptly as reasonably practicable, and in accordance with the approved plans and specifications.

ARTICLE 8 INSURANCE/INDEMNITY

SECTION 8.1 Insurance Generally. During the term of this Deed each Owner shall itself maintain and keep in full force and effect:

(a) Insurance against all risks of loss or damage in an amount that represents the insurable replacement cost of the portions of the Shared Parking Garage, the Shared Parking Garage Access and/or the Shared

Parking Garage Facilities located on such Owner's Lot; and the insurable cost of restoring a damaged site to a reasonably suitable condition as required by Section 7.1 herein.

(b) Commercial general liability insurance coverage, for such portions of the Shared Parking Garage, the Shared Parking Garage Access and/or the Shared Parking Garage Facilities located on such Owner's Lot, on a "per occurrence" basis, against claims for personal injury, including without limitation, bodily injury, death and broad form property damage in limits not less than Five Million Dollars (\$5,000,000.00) combined single limit per occurrence with a Five Million Dollars (\$5,000,000.00) annual aggregate, and a umbrella excess liability insurance with a policy limit of not less than Ten Million Dollars (\$10,000,000.00); and

(c) Worker's compensation and employer's liability insurance as to the Owner's employees in form and amount satisfactory to the legal requirements imposed by the Commonwealth of Virginia.

(d) In addition to the foregoing, during the course of any construction pursuant to this Deed, the constructing Owner shall be required to maintain builder's risk insurance on an "all risk" basis (not excluding collapse) on a completed value (non-reporting) form for full replacement value covering all work incorporated and all materials and equipment to be installed (whether stored on or off the Lot or being delivered F.O.B. to the Lot).

(e) Each Owner shall name the other Owner and each of their Mortgagees as an additional named insured on all insurance policies provided for herein, and each policy shall have a cross-liability endorsement and shall have a waiver of subrogation clause. All policies required hereunder shall be non-cancelable without thirty (30) days prior written notice to all Owners.

SECTION 8.2 Insurance Standards. Except as qualified in Section 8.5, all insurance required by Section 8.1 shall be issued by insurance carriers qualified to do business in the Commonwealth of Virginia rated at least A/X in the most recent Best's Rating Guide. The requirements of this Article may be satisfied through the use of blanket or umbrella policies so long as the Lot (and all Improvements thereon) is specifically named and the coverages required are included in the policy, on a "per project" or "per location" basis.

SECTION 8.3 Certificates of Insurance. Upon written request, a constructing Owner shall supply any affected Owner with certificates of insurance evidencing the policies required by this Article.

SECTION 8.4 Waiver of Claim. It is hereby declared and established that, as to fire and other damages to the property of an Owner and/or the property of any Person entitled to occupy a portion or portions of a Lot as a tenant under a

lease, each Owner and any other such Person(s) waives any rights of recovery against any other Owner and any other such Person(s) and their respective directors, partners, officers, employees, agents and tenants, for any damage or consequential loss, including any deductible amounts covered by insurance of the type required by this Deed, whether or not such damage or loss shall have been caused by the negligence or other acts or omissions of such other Owner or such other Person(s) or its directors, partners, officers, employees, agents or tenants. All insurance required by this Article or otherwise maintained by an Owner or such other Person(s) shall include a clause or endorsement denying the insurer any rights of subrogation against any other Owner and other such Person(s) of the Inova Willow Oaks Property to the extent rights have been waived by the insured before the occurrence of the injury or loss.

SECTION 8.5 Self Insurance. Notwithstanding the foregoing provisions of Sections 8.1, 8.2, 8.3 and 8.4 hereof, any Owner responsible for maintaining such insurance may either (a) "self-insure", so long as the party so self-insuring (or its parent or other affiliated company that maintains a self insurance program benefiting such Owner) has a net worth according to its last published report of at least Two Hundred Million Dollars (\$200,000,000.00), and/or (b) carry such insurance under a "blanket" policy or policies covering other properties of the party and its parent, subsidiary or affiliated corporations or entities. Specifically, but without limiting the foregoing, Inova will have satisfied any insurance obligations it has as an Owner under this Declaration if the required insurance is provided by Inova's captive self insurance company known as InovaCap which is domiciled in Vermont and licensed to provide insurance in Virginia and which provides coverage on a "claims made" rather than "per occurrence" basis.

SECTION 8.6 Indemnity.

(a) During the course of any construction carried out by an Owner on the Lot of another Owner pursuant to this Deed and during the time for which any Improvements benefitting one Owner's Lot are constructed upon the Lot of another Owner, each constructing and/or benefitting Owner (the "Indemnitor") shall protect, defend, indemnify, save and hold harmless the other affected Owner(s) (the "Indemnitee") against and from all claims, liabilities, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever, and against and from any and all costs damages and expenses, including attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly out of, from or on account of any accident or other occurrence in, upon, at or from the construction or Improvements of the Indemnitor, caused by any negligent act or omission of the Indemnitor or its tenants, employees, agents or contractors, to the extent not caused in whole or in part by the negligent act or omission of the Indemnitee.

(b) In the event of a claim against the Indemnitee, the Indemnitee shall, within one hundred eighty (180) days after its actual knowledge

of the claim, notify the Indemnitor of its existence. The failure to do so shall constitute a waiver by the Indemnitee or the party entitled to indemnification pursuant to this Section of its rights to be indemnified by the Indemnitor for such claim, but does not constitute a waiver by the Indemnitee of any common law or other legal rights it may have against the Indemnitor.

(c) The indemnities contained in this Section shall include the reasonable costs and expenses, (including attorneys fees), incurred by the Indemnitee in enforcing such indemnity obligations.

(d) Notwithstanding anything herein to the contrary, the indemnification provisions of this Deed shall not apply to County, the Owners acknowledging that County is prohibited from agreeing to or being bound by such provisions. Notwithstanding the foregoing, to the extent it is not otherwise prohibited by law, County shall endeavor to cause its contractors to meet the indemnification requirements of this Deed with respect to all work being done by such contractors on Lot 1 or Lot 2.

SECTION 8.6 County Insurance. Notwithstanding anything herein to the contrary, County's insurance obligations under this Deed shall be solely as provided for in this Section 8.6. County represents that, as of the date of this Deed, it (i) carries fire, flood and special extended coverage ("all risk") insurance upon Lot 1 and the improvements owned by County 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. County shall maintain and enforce such insurance throughout the term of this Deed; provided, however, that at the reasonable election of its risk management staff and upon written notice to the Lot 2 Owner, in lieu of maintaining and enforcing such insurance, County may elect to self-insure with respect to any or all of the following risks, in such amounts as County's risk management staff reasonably deems appropriate: builder's risk, workers' compensation, commercial automobile liability, commercial general liability, public officials' liability, law enforcement, and County's personal property. To the extent County fulfills its insurance obligations hereunder through policies issued by commercial insurers, County 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 which are rated at least A/IX in the most recent Best's Rating Guide, (ii) furnish to the Lot 2 Owner certificates of such policies, and (iii) obtain policies that provide for a written 30 day cancellation notice to the affected parties.

ARTICLE 9
Notices

SECTION 9.1 All Notices, statements, demands or other communications given under or pursuant to this Deed, or which a party may wish to give to an Owner, shall be (i) in writing, addressed to the most recent address provided by Notice for such Owner, and (ii) delivered in person (including by air courier or private delivery service that provides a signed receipt evidencing delivery), or by registered or certified mail, delivery receipt requested, postage prepaid. All Notices shall be effective upon being sent in the manner prescribed above; however, the time period in which a response to such Notice must be given shall commence to run from the date of receipt by the addressee thereof as shown on the return receipt of the Notice or from the date of personal delivery. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of Notice as of the date of such rejection, refusal or inability to deliver. An Owner may, by ten (10) days prior Notice to all other Owners, designate a different address or addresses to which Notices shall be sent.

SECTION 9.2 Upon the conveyance or transfer of fee title to any Lot or any portion of any Lot, the grantor shall advise the other Owner(s), in a Notice, of such transfer and of the name and address of the transferee.

SECTION 9.3 If any Lot or a portion of any Lot is subject to a condominium or cooperative regime, then any officer of such regime shall be conclusively presumed to have the authority to accept Notice and exercise any and all rights, duties and authority of the Owners of the Lots created thereby on behalf of all such unit owners or cooperators.

ARTICLE 10

Administration and Enforcement

SECTION 10.1 Except with respect to the failure of payment of Garage Operation and Maintenance Costs, the administration and enforcement for which circumstances are set forth in Article 6, if any Person fails to perform any of its duties or obligations provided in this Deed (such Person to be referred to hereinafter as the "Defaulting Party"), any Owner (the "Curing Party") may at any time, give a Notice to the Defaulting Party, setting forth its specific failures in complying with this Deed (the "Default Notice"). The Defaulting Party will have a period of thirty (30) days after receipt of the Default Notice to cure the defaults specified in the Default Notice. If such failures are such that they cannot be corrected within such thirty (30)-day period, no default shall occur provided the Defaulting Party commences the correction of such failures within thirty (30) days after receipt of the Default Notice and thereafter, diligently prosecutes a cure, and thereafter completes the correction within a commercially reasonable time period. Should, after the expiration of the foregoing periods, the Defaulting Party have failed to cure the defaults specified in the Default Notice, then the Curing Party shall have the right to correct such failures, including the right and easement to enter upon the Lot of the Defaulting Party to correct such failures. Notwithstanding anything hereinabove contained to the contrary, in the event of

an emergency situation which poses an imminent danger or threat of bodily injury or material property damage, Curing Party may, without Notice, cure any such default pursuant to Section 10.1 hereof and thereafter shall be entitled to the benefits of Section 10.2 hereof.

SECTION 10.2

(a) If the Curing Party elects to pay any sum of money or do any acts that require the payment of money by reason of the Defaulting Party's failure or inability to perform any of the provisions of this Deed to be performed by the Defaulting Party, the Defaulting Party shall promptly upon demand reimburse the Curing Party such sums. In the event that such sums are not paid within ten (10) business days after demand, then such sums shall bear interest as provided in Section 6.4.

(b) Each Curing party (the "Secured Party") is hereby given as security for the payments from any Defaulting Party of sums due to it under this Deed a valid and enforceable lien (the "Security Lien") upon the Defaulting Party's right, title and interest in and to its Lot and all Improvements at any time, and from time to time, situated thereon. The Secured Party shall have the right to enforce and foreclose the Security Lien in accordance with applicable Virginia law.

SECTION 10.3 Lien Priority. It is understood and agreed that the Security Lien, once established, shall be superior to any other lien and encumbrance on the Defaulting Owner's Lot created or arising after the date or recording of this Deed.

SECTION 10.4 Attorneys Fees and Costs. In the event any legal action, suit or other proceeding involving this Deed is brought, the prevailing Owner in such enforcement action shall be entitled to be reimbursed by the non-prevailing Owner or Owners for the amount of all reasonable attorney's fees, expert's fees and other costs incurred by the prevailing Owner in connection with such action, suit or proceeding (including the value of services, if any, performed by the Office of the County Attorney for Fairfax County, Virginia), and said amount shall be paid by the non-prevailing Owner within thirty (30) days after written Notice from the prevailing Owner that the same is payable.

ARTICLE 11

Successors and Assigns

SECTION 11.1 Successors and Assigns. Except as otherwise set forth herein, this Deed shall bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.

SECTION 11.2 Terms Hereof Run With the Land. This Deed, and the terms, covenants, restrictions, provisions and easements set forth herein, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the whole or any portion of the Lots and shall remain in full force and effect until terminated in accordance with the provisions hereof or otherwise according to the laws of the Commonwealth of Virginia.

SECTION 11.3 Rights and Obligations Appurtenant. All rights and obligations of an Owner under this Deed are hereby declared to be and shall be appurtenant to the title to such Owner's Lot and may not be transferred, conveyed, devised, bequeathed or otherwise disposed of separate or apart from title to such Owner's Lot, except as otherwise provided herein. Every transfer, conveyance, grant, devise, bequest, or other disposition of a Lot shall be deemed to constitute a transfer, conveyance, devise, grant, bequest or other disposition of such Owner's rights and obligations hereunder. By accepting a deed to any Lot, an Owner shall be deemed to confirm this Deed.

ARTICLE 12
Miscellaneous

SECTION 12.1 Amendments. This Deed may be amended or otherwise modified only by a writing (i) signed by the Owners; and (ii) recorded in the Land Records. The parties shall cooperate to execute amendments and modifications to this Deed as reasonably required by another party, a lender, or a governmental agency as a condition of approval of this Deed so long as such amendment or modification does not materially adversely affect the rights and obligations as provided herein.

SECTION 12.2 Exhibits. Each reference herein to an Exhibit refers to the applicable Exhibit that is attached to this Deed. All such Exhibits constitute a part of this Deed and by this Section are expressly made a part hereof.

SECTION 12.3 Captions; Pronouns. The captions of this Deed are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of the provisions of this Deed, and they shall not affect the interpretation hereof. Whenever singular, plural, masculine, feminine or neuter pronouns are used herein they shall be construed interchangeably so as to fit the applicable context.

SECTION 12.4 Locative Adverbs. The locative adverbs "herein", "hereunder", "hereto", "hereinafter" and like words, wherever and whenever the same appear herein, mean and refer to this Deed in its entirety and not to any specific Article, Section or Subsection or Exhibit hereof.

SECTION 12.5 Right to Enjoin. In the event of any violation or threatened violation of any of the provisions of this Deed by an Owner, any Owner shall have the right to seek from a court of competent jurisdiction an

injunction against such violation or threatened violation, and any defense by an Owner that an adequate remedy at law may exist is hereby waived.

SECTION 12.6 Remedies Cumulative. The rights and remedies provided in this Deed shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which the Owner might otherwise have by virtue of a default hereunder, and the exercise of one such right or remedy shall not impair the standing of an Owner to exercise any other right or remedy.

SECTION 12.7 Waiver of Default. Except as otherwise expressly provided herein, a waiver of any default by any Person must be in writing, and no such waiver shall be implied from any omission to take any action in respect of such default. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any provisions of this Deed shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained herein. No consent or approval by an Owner to or of any act or request by any Person requiring consent or approval shall be deemed to waive or render unnecessary the consent of approval to or of any subsequent acts or requests.

SECTION 12.8 No Merger. The easements, covenants, restrictions and agreements hereby established shall not be terminated, whether by merger or otherwise, except as specifically provided in this Deed. No merger of the easements, covenants, restrictions and agreements hereby established shall occur as a result of the common ownership of the Lots or any combination of the Lots, or any other property, whether voluntary or involuntary.

SECTION 12.9 No Partnership, Joint Venture or Principal Agent Relationship. Neither anything in this Deed nor any acts of any Owner shall be deemed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any Persons.

SECTION 12.10 Severability. If any provision of this Deed shall to any extent be invalid or unenforceable, the remainder of the Deed shall not be affected thereby and each remaining provision of the Deed, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

SECTION 12.11 Governing Law. This Deed shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

SECTION 12.12 Release from Liability. Any Owner shall be bound by this Deed only as to the Lots as to which such Person is the Owner, and only during the period that such Person is the owner of such Lot. Although Persons may be

released under this paragraph, the easements, covenants and restrictions of this Deed shall continue to be benefits and servitudes upon the Lots and shall run with the land. Upon transfer of an Owner's entire fee simple interest in its Lot, such Owner shall be automatically released from liability under this Deed, except for liability which occurred prior to the date of such transfer.

SECTION 12.13 Excusable Delay. Whenever performance is required of any Owner under the terms of this Deed, that Owner shall use all due diligence to perform and take all necessary measures in good faith to effect the necessary or required performance; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, adverse and unusual weather conditions not reasonably anticipated, war, civil commotion riots, strikes, picketing, other labor disputes, unavailability of labor or materials, government action or inaction, government delay in issuing permits, damage to work in progress by reason of fire or other casualty, or any reasonably unforeseeable cause beyond the reasonable control of the Owner, including the default of another Owner in performing its obligations under this Deed, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused (an "Excusable Delay").

Notwithstanding the foregoing, lack of funds or causes resulting from lack of funds shall not be deemed to be a cause beyond the control of an Owner. The provisions of this Section shall not operate to excuse any Owner from the prompt payment of any monies required by this Deed.

SECTION 12.14 Transfer of Interest. In the event of any transfer of the fee simple interest of an Owner in and to all or any portion of its Lot, the transferring Owner shall (for the purpose of this Deed only) be the agent of each of its transferees until the Notice requirement set forth below is satisfied. An Owner transferring all or any portion of its interest as the Owner of its Lot shall give Notice to the other Owners of such transfer and shall include therein at least the following information: (i) the name and the address of the transferee and (ii) a legal description of the portion of the Lot transferred, if less than all of the Lot is being transferred. Any transfer shall be subject to the terms of this Deed and shall be subject to all applicable laws and ordinances.

SECTION 12.15 Limitation of Liability. No partner, shareholder, member, trustee, beneficiary, director, officer or employee of an Owner, or any affiliate of an Owner, shall have any personal liability under this Deed. In addition, in the event any Person obtains a judgment against any Owner in connection with this Deed, such Person's sole recourse shall be to the estate and interest of such Owner in and to its Parcel; provided, however, that the foregoing limitation of liability shall not apply in the event of any fraud, intentional misrepresentation or willful misconduct by such Owner. Nothing in this Section shall limit in any way any Person's right to pursue equitable remedies in the event of a default by an Owner or an Interested Party under this Deed, as more particularly set forth herein.

SECTION 12.16 Mortgagee Notice and Right to Cure. A Mortgagee, during such period of time as such Mortgage shall be of record in the Land Records, shall be entitled to receive Notice of any default by the maker of a Mortgage (including, without limitation, notice of a default which would entitle another Owner to exercise self-help), provided that prior to the giving of the Notice of default such Mortgagee shall have delivered to such other Owners a Notice substantially as follows:

The undersigned, whose address is [insert mortgagee address] does hereby certify that it is the holder of a first/second/etc. mortgage (the "Mortgage") upon the tract of land described on Exhibit A attached hereto and made a part hereof, such tract being the Lot of [Defaulting Owner] (the "Mortgagor"). In the event that any Notice shall be given of the default by the Mortgagor upon whose Lot this Mortgage applies, under the Deed, etc., a copy thereof shall be delivered to the undersigned at the address set forth herein, and the undersigned shall thereafter have all rights (but not the obligations) of the Mortgagor to cure a default by the Mortgagor. Failure to deliver a copy of such Notice to the undersigned shall in no way affect the validity of the Notice of default to the Mortgagor but shall make the same invalid as it respects the interest of the Mortgagee in and to the Lot or Mortgage and such failure shall result in the default not being binding upon the Mortgagee who is in possession of the Lot and who has not received such Notice or upon any party who acquired the Lot by foreclosure or deed in lieu of foreclosure.

Any Notice to such Mortgagee shall be mailed to the address in the United States referred to in the form of Notice set forth above and in the same manner as provided in Article 9 hereof. The giving of or failure to give any notice of default or the failure to deliver a copy to any such Mortgagee shall in no event create any liability on the part of the Owner so declaring or entitled to declare a default. The Mortgagee shall be permitted to cure any such default within forty-five (45) days after a copy of the notice of default shall have been sent to such Mortgagee, provided that, in the case of a default which cannot with diligence be remedied within such period of forty-five days, if it has notified the other Owners that it is curing the default and if it has promptly commenced within the forty-five (45) day period and has proceeded and is proceeding with all due diligence to remedy such default, then such Mortgagee shall have additional reasonable period as may be necessary to remedy such default.

SECTION 12.17 Estoppel Certificates. The Owners agrees at any time and from time to time within twenty (20) days after written request by any other

Owner to execute and deliver to such requesting party or to any existing or prospective purchaser, Mortgagee or lessee designated by such requesting party, a certificate, which shall not be required to be in recordable form, stating (i) whether or not there exists any default hereunder on part of such Owner with respect to such Lot hereunder; (ii) the amount of any unpaid costs and fees and (iii) the present address for Notices.

SECTION 12.18 Mechanic's and Other Liens. Each Owner shall, within thirty (30) days after the filing thereof, cause to be discharged of record, either by payment, bonding or by obtaining affirmative title insurance coverage, insuring over such mechanic's lien, any mechanic's, materialman's or other lien affecting any other Owner's Lot arising by reason of any work or materials ordered by such Owner or of any act taken or suffered by such Owner. If such Owner does not so discharge such lien, then the Owner of the affected Lot may discharge such lien after ten (10) days Notice to such Owner and assess the costs thereof, both direct and indirect, including reasonable legal fees and bond premiums, and interest thereon, plus ten percent (10%) of the total cost thereof, to such Owner.

SECTION 12.19 Compliance with Laws. Each Owner covenants to comply with all applicable laws and regulations governing its Lot and the Willow Oaks Zoning Approval.

SECTION 12.20 Binding Effect. This Deed shall be binding upon and shall, to the extent provided herein, inure to the benefit of all Owners and their successors and assigns. County has executed this Deed as the contract purchaser of Lot 1. County agrees to re-execute or otherwise re-confirm this Deed upon its acquiring fee title to Lot 1 so that the Deed may be properly recorded among the Land Records and run with and burden Lot 1. This Deed shall terminate in the event County does not close and become the Owner of Lot 1.

SECTION 12.21 Appropriations. To the extent so required by the law of the Commonwealth of Virginia, any and all of County's financial obligations under this Deed are subject to appropriations by the Fairfax County Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto have executed this Deed as of the date first above written.

Separate Signature Pages Attached

INOVA:

INOVA HEALTH CARE SERVICES

By: Inova Health System Foundation,
its Sole Member

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

COMMONWEALTH OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction
by Richard C. Magenheimer of Inova Health System Foundation this ____ day of
_____, 20__.

My commission expires: _____

Notary Public

COUNTY:

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 _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by
Anthony H. Griffin, County Executive of Fairfax County, Virginia, this ____ day of
_____, 20__.

My commission expires: _____.

Notary Public

Exhibit A

APPROVED
 COUNTY OF FAIRFAX
 DIVISION OF PERMITS
 SANITARY REVIEW

By _____ Date _____

APPROVED
 COUNTY OF FAIRFAX
 DIVISION OF PERMITS
 SANITARY REVIEW

By _____ Date _____

FINAL PLAN

RECOMMENDED FOR APPROVAL
 IF PERMITTED BY THE BOARD OF SUPERVISORS

DATE _____

APPROVED
 FOR
 BOARD OF SUPERVISORS
 FAIRFAX COUNTY, VIRGINIA

DATE _____

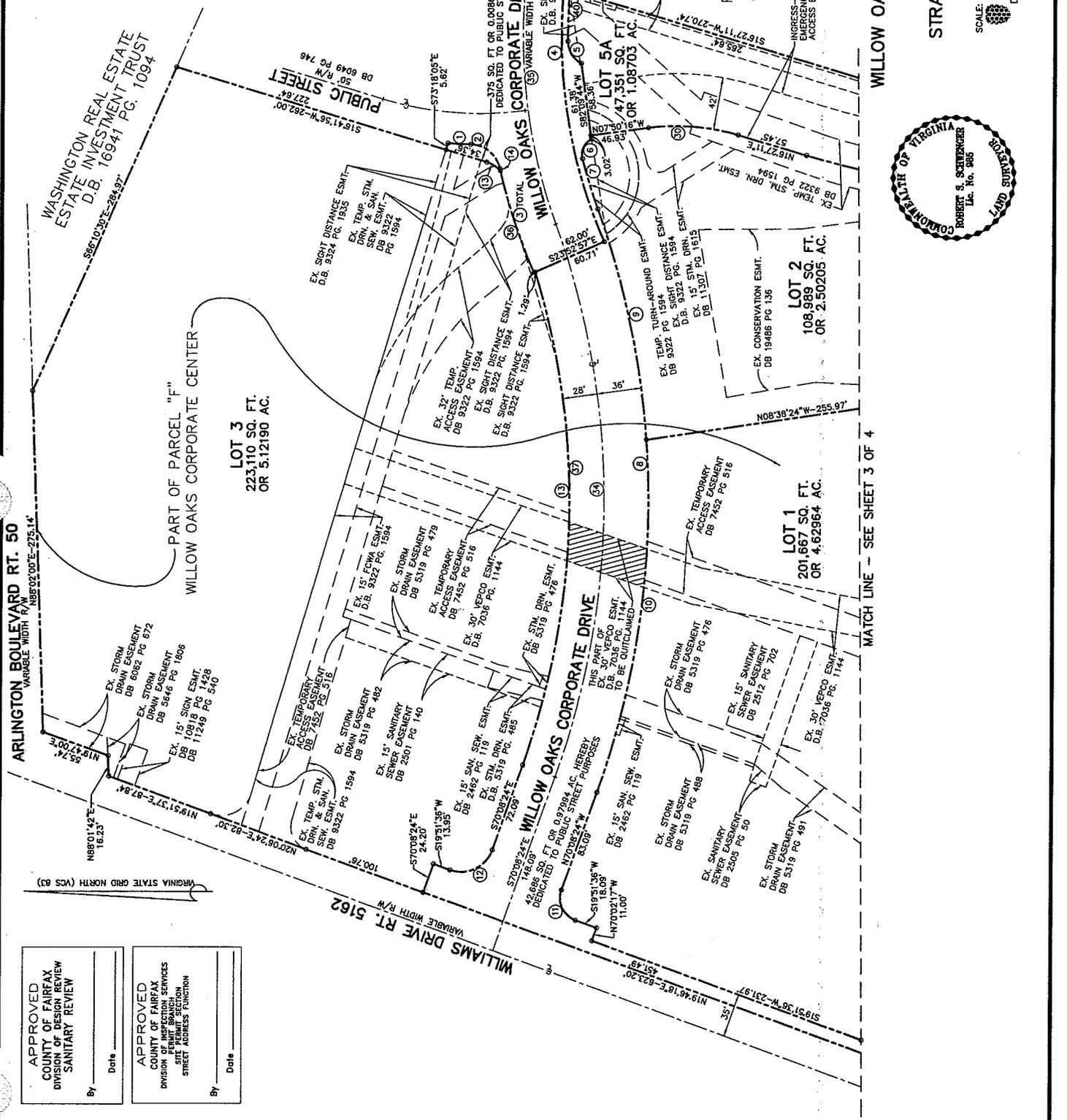
APPROVAL VOID IF PLAN IS NOT
 OFFERED FOR RECORD ON OR
 BEFORE _____

THIS APPROVAL IS NOT A
 COMMITMENT TO PROVIDE
 PUBLIC SANITARY SEWER.

DEPARTMENT OF
 ENVIRONMENTAL MANAGEMENT
 Division of Design Review
 Fairfax, Virginia

All street locations and/or easements
 conform to the requirements of this
 office and the necessary agreements
 or bonds have been received.

By _____ Date _____



WILLOW OAKS CORPORATE CENTER
 PART OF PARCEL "F"
 WILLOW OAKS
 CORPORATE CENTER

PLAT SHOWING
 A RESUBDIVISION OF
 PART OF "F"
 PARCEL "F"
 WILLOW OAKS CORPORATE CENTER

PARCEL "B"
 STRATHMEADE SPRINGS
 D.B. 7783 PG. 439
 AND
 D.B. 8656 PG. 1406
 D.B. 9160 PG. 39

PROVIDENCE DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 MAY, 2010

SCALE: 1"=50'

Dewberry
 Dewberry & Davis LLC
 1000 WILSON BLVD.
 FAYETTEVILLE, NC 28404
 PHONE: 704.484.0282
 FAX: 704.484.0219

Exhibit B

EXHIBIT B

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
A-401	Option C - Cellar Plan East	June 2010
A-402	Option C - Level 1 Plan West	June 2010
A-403	Option C - Level 1 Plan East	June 2010
A-404	Option C - Levels 2, 3, 4 Plan West	June 2010
A-405	Option C - Levels 2, 3, 4 Plan East	June 2010
A-500	Option C - Elevations West & South	June 2010
A-501	Option C - Elevations East & North	June 2010
A-502	Option C - Enlarged Elevations	June 2010
A-503	Option C - Enlarged Elevations	June 2010
A-504	Option C - Enlarged Elevations	June 2010
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

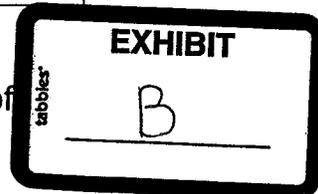


EXHIBIT B

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
P-501	Plumbing – Detail Sheet	June 15, 2010
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 B

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 K to Contract of Sale

Parcel Identification Numbers:

Prepared by:
Ryan A. Wolf, Assistant County Attorney
Fairfax County Office of the County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035

After recording return to:

Consideration: \$ _____
Exempt from tax under VA Code Section 58.1-802 pursuant to VA Code Sections 58.1-811(C)(4).

BARGAIN AND SALE DEED WITHOUT WARRANTY
OR ENGLISH COVENANTS

THIS BARGAIN AND SALE DEED WITHOUT WARRANTY OR ENGLISH COVENANTS is made this ___ day of _____, 2010 by 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 regulatory capacity ("Grantor") to **INOVA HEALTH CARE SERVICES**, a Virginia Non-Stock Corporation ("Grantee").

W I T N E S S E T H

R-1. Grantor owns that certain parcel of real property located in Fairfax County, Virginia ("Parcel F") consisting of 16.47 acres of land, as more fully described on "Exhibit A" attached hereto and incorporated herein by this reference, together with the improvements thereon.

R-2. Grantor desires to convey Parcel F to Grantee in fee simple together with all of Grantor's right, title, and interests in and to all the improvements, appurtenances, rights, privileges, and/or easements (collectively, "Appurtenances") benefiting, belonging, or pertaining to Parcel F (Parcel F and the Appurtenances are hereinafter referred to collectively as the "Property").

EXHIBIT K TO CONTRACT OF SALE

THIS DEED WITNESSETH, that in consideration of the sum of ____ Dollars (\$__.00) paid by Grantee to Grantor, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain and sell unto Grantee in fee simple by Bargain and Sale Deed Without Warranty or English Covenants of Title, all of the Property, as such term is defined above.

The conveyance hereunder is subject to all easements, restrictions, and covenants of record and all applicable proffers and development conditions, without limitation.

[Signature appears on the following page.]

EXHIBIT K TO CONTRACT OF SALE

Exhibit A – Parcel F

[AS SHOWN ON EXHIBIT D TO CONTRACT OF SALE]

Exhibit L to Contract of Sale

Parcel Identification Number:

Prepared by:
Ryan A. Wolf, Assistant County Attorney
Fairfax County Office of the County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035

After recording return to:

Consideration: \$ _____
Exempt from tax under VA Code Section 58.1-802 pursuant to VA Code Sections 58.1-811(C)(4).

BARGAIN AND SALE DEED WITHOUT WARRANTY
OR ENGLISH COVENANTS

THIS BARGAIN AND SALE DEED WITHOUT WARRANTY OR ENGLISH COVENANTS is made this ___ day of _____, 2010 by 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 regulatory capacity ("Grantor") to **INOVA HEALTH CARE SERVICES**, a Virginia Non-Stock Corporation ("Grantee").

WITNESSETH

R-1. Grantor owns that certain parcel of real property located in Fairfax County, Virginia ("Parcel G"), consisting of 5.41 acres of land, as more fully described on "Exhibit A" attached hereto and incorporated herein by this reference, together with the improvements thereon.

R-2. Grantor desires to convey Parcel G to Grantee in fee simple together with all of Grantor's right, title, and interests in and to all the improvements, appurtenances, rights, privileges, and/or easements (collectively, "Appurtenances") benefiting, belonging, or pertaining to Parcel G (Parcel G and the Appurtenances are hereinafter referred to collectively as the "Property").

EXHIBIT L TO CONTRACT OF SALE

THIS DEED WITNESSETH, that in consideration of the sum of ___ Dollars (\$___) paid by Grantee to Grantor, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain and sell unto Grantee in fee simple by Bargain and Sale Deed Without Warranty or English Covenants of Title, all of the Property, as such term is defined above.

The conveyance hereunder is subject to all easements, restrictions, and covenants of record and all applicable proffers and development conditions, without limitation.

[Signature appears on the following page.]

EXHIBIT L TO CONTRACT OF SALE

Exhibit A - Parcel G

[AS SHOWN ON EXHIBIT D TO CONTRACT OF SALE]