

**FIRST AMENDMENT TO
DEED OF LEASE**

This **FIRST AMENDMENT TO DEED OF LEASE** (the “First Amendment”) is made as of the ___ day of January, 2015, by and between **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body corporate and politic, in its proprietary capacity (“Landlord”) as the owner of certain land in Fairfax County, Virginia and not in its governmental or regulatory capacity, and **INOVA HEALTH CARE SERVICES d/b/a Inova Fairfax Hospital** (“Tenant”).

Recitals

R-1. Landlord and Tenant entered into a Deed of Lease dated as of the 21st day of March, 2012 (the “Lease”), pursuant to which Landlord leased to Tenant the 4th floor of a building located at 8221 Willow Oaks Corporate Drive, Fairfax, Virginia (the “Building”), consisting of approximately 39,600 square feet of rentable space (the “Original Premises”).

R-2. Landlord and Tenant have agreed to reduce the Original Premises from approximately 39,600 square feet to approximately 19,800 square feet, located on the west half of the 4th floor of the Building.

R-3. The parties desire to amend certain other terms of the Lease, as set forth more fully below.

NOW, THEREFORE, in consideration of the mutual covenants of Landlord and Tenant and for other good and valuable consideration, the receipt and legal sufficiency of which the parties acknowledge Landlord and Tenant agree as follows:

1. Exhibit A of the Lease is deleted in its entirety and replaced by Revised Exhibit A, attached hereto and made a part hereof. The term “Premises” as used in the Lease and this First Amendment now refers to the Premises as shown on Revised Exhibit A.

2. Exhibit A-3 of the Lease is deleted in its entirety and replace by Revised Exhibit A-3, attached hereto and made a part hereof. References in the Lease to Exhibit A-3 (and the matters contained therein) now refer to Revised Exhibit A-3 (and the matters contained therein). The Parties acknowledge that Revised Exhibit A-3 will be further revised upon substantial completion of the Premises and the remeasuring of the Premises pursuant to Section 1.01 of the Lease.

3. Section 4.02 of the Lease is amended as follows: The CAM expenses related to the garage shall be a fraction, the numerator of which shall be 80 and the denominator of which shall be the total number of parking spaces constructed within the garage on the Property.

4. Section 6.01 of the Lease is amended as follows: Tenant's rights to use any parking spaces shall be limited to eighty (80) parking spaces (net of Tenant's proportionate share of handicap accessible spaces as are required to be allocated to the garage) reserved for Tenant's exclusive use and access in common with all Building tenants to any handicapped and visitor spaces. Provided it is permitted under all applicable laws, ordinances, codes and regulations affecting the Building, including but not limited to all applicable building and fire prevention codes, the approval of which Landlord agrees to use its best efforts to diligently confirm. Landlord shall designate one elevator for dedicated elevator access to the fourth (4th) floor of the Building for use in common by Tenant (and its clients) and other tenants (and their clients) of the fourth (4th) floor but not for use in common with tenants (and their clients) on other floors of the Building. Landlord shall provide clear signage in the elevator lobbies on the lower floors of the Building specifying this restriction. No sooner than the first anniversary of the Commencement Date, Landlord may notify Tenant that, in Landlord's reasonable opinion, it has determined that designating one elevator for dedicated elevator access to the 4th floor has caused unacceptable load and utilization issues for tenants and clients who will be using the remaining four elevators. Landlord and Tenant shall work together to resolve the issues, including the possibility of reprogramming the dedicated elevator to access all floors in the Building.

5. New Section 6.03 is hereby added:

6.03 4th Floor Lobby. Landlord will construct, or cause to be constructed, the 4th floor lobby, pursuant to revised drawings to be prepared by Noritake Associates and the terms of the Lease. All revised drawings and specifications will be submitted to Tenant when available and Tenant will review and comment pursuant to the terms set forth in Section 1.B of Exhibit B. The 4th floor lobby will be consistent with the lobbies on the 2nd and 3rd floors and Tenant may not request any changes to the 4th floor lobby revised drawings and specifications that are inconsistent with the 2nd and 3rd floor lobbies. Landlord will complete the 4th floor lobby prior to Tenant's completion of Tenant's Work.

New Section 6.04 is hereby added:

6.04 Conflict Resolution.

a. If Landlord and Tenant are unable to resolve a disagreement with regard to the possible discontinuation of a designated 4th floor elevator, either party may appeal to the Deputy Director of the Fairfax

County Facilities Management Department to resolve the dispute. The Deputy Director shall within five (5) business days of the request meet with the parties and make a determination within three (3) business days thereafter regarding the dispute. If either Landlord or Tenant does not agree with the determination of the Deputy Director, either Party may unilaterally appeal that decision within two (2) business days to a mediator to be agreed upon by the Parties to make a determination (the “Mediator”). The Mediator shall within five (5) business days meet with the parties and make a determination within three (3) business days thereafter regarding the dispute. The decision of the Mediator shall be final and binding. The Parties prospectively waive and release the Deputy Director and the Mediator from any and all claims related to any actions taken by those persons in accordance with this Section 6.04, unless such actions were made in bad faith, proven only by clear and convincing evidence upon judicial review.

b. The Deputy Director’s decision and the Mediator’s decision shall be based upon the impact and effect of the designated 4th floor elevator on the use, operation, and management of the Building, and will be rendered in an unbiased, independent and impartial manner with respect to both Landlord and Tenant.

c. Landlord and Tenant shall endeavor, where reasonably possible, to resolve all conflicts at the senior management level before utilizing the conflict procedures outlined in this Section 6.04.

6. Section 11.01 of the Lease is amended to add a new final sentence as follows: For the avoidance of doubt, it is acknowledged and agreed that Tenant’s proposed use of the Premises for behavioral health-related partial hospitalization programs is permitted among the other uses permitted herein, provided such use does not involve overnight patient stays.

7. Exhibit B of the Lease is amended as follows:

(a) The first bullet under “County Obligations” “General” of Exhibit 2 is deleted in its entirety and replaced with the following:

- o Pursuant to Section 6.01 of the Lease, Landlord shall designate one elevator for dedicated elevator access to the fourth (4th) floor of the Building for use in common by Tenant (and its clients) and other tenants (and their clients) of the fourth (4th) floor but not for use in common with tenants (and their clients) on other floors of the Building. Landlord shall provide clear signage in the elevator lobbies on the lower floors of the Building specifying this restriction.

(b) The first bullet under “Inova Obligations” of Exhibit 2 is deleted in its entirety.

(c) The definition of "Turnover Date" set forth in Article 2, Section A is amended to provide that in no event shall the Turnover Date be earlier than February 1, 2015.

8. The Deed of Lease Summary is deleted in its entirety and replaced with the Revised Deed of Lease Summary attached hereto as Attachment 1.

9. Except as set forth herein, all other terms and conditions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to be executed as of the date first hereinabove written.

LANDLORD:

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

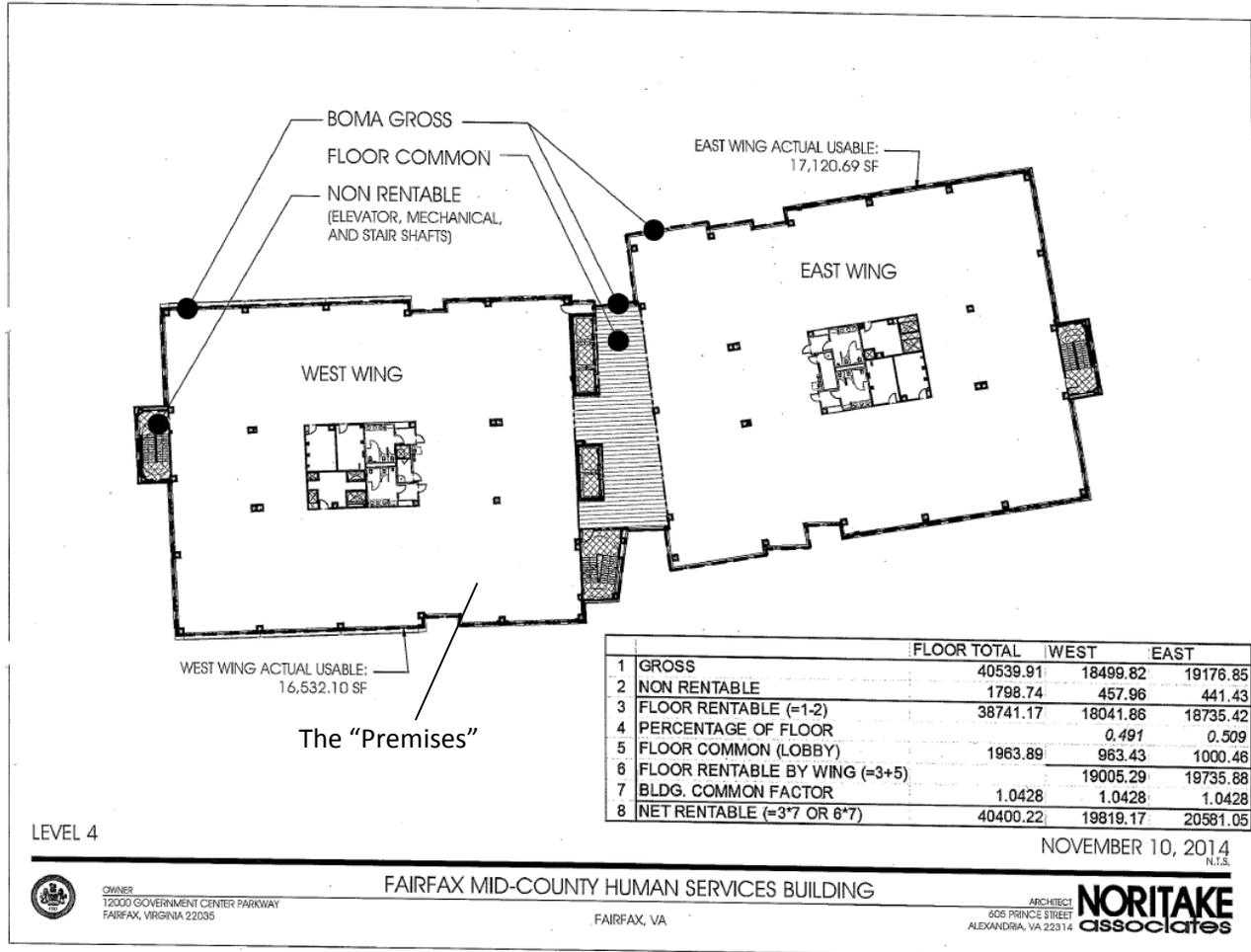
By: _____
Edward L. Long Jr., County Executive

TENANT:

INOVA HEALTH CARE SERVICES
By: Inova Health System Foundation,
its sole member

By: _____
Name:
Title:

Revised Exhibit A



Revised Exhibit A-3**Fairfax Mid-County Human Services Building****Fairfax County****Design Development Area Calculations
1996 BOMA (Modified) Building Area Calculations****Noritake Associates**Alexandria, Virginia
November 10, 2014

	A	B	C	D	E	F
FLOOR	INSIDE GROSS AREA	NON RENTABLE AREA	BUILDING COMMON AREA	FLOOR RENTABLE AREA	BUILDING COMMON FACTOR	NET RENTABLE AREA
Cellar	41,879.30	1,152.45	4,285.46	36,441.39	1.0428	38,001.96
1	40,410.62	1,767.51	3,760.65	34,882.46	1.0428	36,376.27
2	40,710.21	1,798.74	0.00	38,911.47	1.0428	40,577.81
3	40,710.21	1,798.74	0.00	38,911.47	1.0428	40,577.81
4	40,539.91	1,798.74	0.00	38,741.17	1.0428	40,400.22
TOTAL	204,250.25	8,316.18	8,046.11	187,887.96	1.0428	195,934.07

- A. INSIDE GROSS AREA: Measured at inside face of wall / glass - See page 7.
- B. NON RENTABLE AREA: Elevator, mechanical & stair shafts.
- C. BUILDING COMMON AREA: Utilities, Loading Access, Main lobby.
- D. FLOOR RENTABLE AREA: A. Inside Gross Area - (B. Non Rentable Area + C. Bldg Common Area)
- E. BUILDING COMMON FACTOR: (A. Total - B. Total) / D. Total
- F. NET RENTABLE AREA: D. Floor Rentable Area x E. Building Common Factor

Attachment 1

REVISED DEED OF LEASE SUMMARY

LANDLORD: Name: THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VA
Address: 12000 Government Center Parkway, Suite 552, Fairfax, VA 22035

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

PREMISES: Approximately 19,800 rentable square feet located on the fourth (4th) floor within the Building, subject to adjustment as set forth in Article I of the Lease (the "Premises")

BUILDING: A four (4) story building plus cellar, located at 8221 Willow Oaks Corporate Drive, containing approximately 200,000 square feet including cellar (the "Building")

COMMENCEMENT

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

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

MINIMUM ANNUAL

RENT: Payable in equal monthly installments
Minimum Annual Rent: \$[TBD per Section 4.01 and Exhibit C]
Monthly Installments: \$[TBD per Section 4.01 and Exhibit C]

TENANT'S PROPORTIONATE SHARE: \$[TBD per Section 4.02 and Exhibit C]

RENEWAL OPTION: None

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

Revised Exhibit A: The Premises
Exhibit A-1: The Building
Exhibit A-2: Modified BOMA
Revised Exhibit A-3: Form of Architect's Certificate
Exhibit B: Work Agreement
Exhibit C: Schedule of Minimum Annual Rent