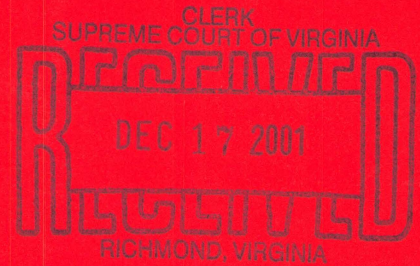


263 Va520

COPY

IN THE  
SUPREME COURT OF VIRGINIA  
AT RICHMOND



---

RECORD NO. 011150

---

LASZLO N. TAUBER, LESLIE L. PETERS, IRWIN S. FREEDMAN, ESTATE OF SAMUEL BURTOFF, MICHAEL A. CORRADO, DAN J. FERIOZI, LESLIE P. GONDOR, REGINALD P. MCMANUS, MAGDOLNA A. IRANYI, ESTATE OF JAMES H. SCULLY, JEFFERSON MEMORIAL HOSPITAL JOINT VENTURE, JEFFERSON MEMORIAL HOSPITAL, INC., JEFFERSON MEMORIAL HOSPITAL ASSOCIATES, JEFFERSON MEMORIAL HOSPITAL CORPORATION, JEFFERSON CORPORATION OF ALEXANDRIA, THE TAUBER FOUNDATION, and THE CHARITABLE REMAINDER UNITRUST,

Appellants-Respondents,

v.

COMMONWEALTH OF VIRGINIA, *ex.rel.*, RANDOLPH A. BEALES, ACTING ATTORNEY GENERAL OF THE COMMONWEALTH OF VIRGINIA; RANDOLPH A. BEALES, ACTING ATTORNEY GENERAL OF THE COMMONWEALTH OF VIRGINIA; and THE COMMONWEALTH'S ATTORNEY FOR THE CITY OF ALEXANDRIA,

Appellees-Complainants.

---

JOINT APPENDIX

VOLUME X

---



## TABLE OF CONTENTS

### PAGE

#### **Volume I**

Original Bill of Complaint as Finally Amended.....	0001
July 13, 2000 Letter Opinion Order .....	0022
October 25, 2000 Order .....	0025
November 30, 2000 Letter Opinion Order.....	0029
December 27, 2000 Letter Opinion Order .....	0031
January 23, 2001 Letter Opinion Order .....	0033
February 5, 2001 Order.....	0035
February 21, 2001 Letter Opinion Order .....	0038
April 25, 2001 Letter Opinion Order .....	0047
Testimony of Michael Dooley (January, 1997 Trial Testimony) .....	0052
Testimony of Dr. Laszlo N. Tauber (January, 1997 Trial Testimony) .....	0096
Testimony of Arthur Cobb (January, 1997 Trial Testimony).....	0493

#### **Volume II**

Testimony of R. Bruce Den Uyl (January, 1997 Trial Testimony) .....	0648
Testimony of John Thorpe Richards (January, 1997 Trial Testimony).....	0795
Testimony of Robert E. Wilson (January, 1997 Trial Testimony) .....	0906

#### **Volume III**

Testimony of Celeste Burns Vella (January, 1997 Trial Testimony) .....	1064
Trial Testimony of Irwin Friedman (February 1, 2000)(Direct Examination by Mr. Bono, Cross-examination by Mr. Bettius, Redirect Examination by Mr. Cochran).....	1172

**PAGE**

Trial Testimony of R. Bruce Den Uyl (February 1, 2000)(Direct Examination by Mr. Bono, Cross-Examination by Mr. Bettius, Redirect Examination by Mr. Cochran, Redirect Examination by Mr. Bono, Recross-examination by Mr. Bettius).....	1202
--	------

**Volume IV**

Trial Testimony of Laszlo N. Tauber, M.D. (February 2, 2000) (Cross-examination by Mr. Bettius) .....	1417
---	------

Trial Testimony of Laszlo N. Tauber, M.D. (February 3, 2000) (Re-direct Examination by Mr. Bono, Re-direct Examination by Mr. Hirschkop, Cross-examination by Mr. Bettius) .....	1529
--	------

Trial Testimony of Arthur Cobb (February 3, 2000)(Direct Examination by Mr. Cochran, Direct Examination by Mr. Bono, Direct Examination by Mr. Hirschkop) .....	1622
---	------

**Volume V**

Trial Testimony of Laszlo N. Tauber, M.D. (February 4, 2000) (Direct Examination by Mr. Bono, Direct Examination by Mr. Cochran, Direct Examination by Mr. O'Donnell) .....	1728
---	------

Trial Testimony of Arthur Cobb (February 4, 2000)(Cross-examination by Mr. Bettius, Redirect Examination by Mr. Cochran, Redirect Examination by Mr. Bono, Redirect Examination by Mr. Hirschkop, Recross-examination by Mr. Bettius) .....	1844
---	------

Robert E. Wilson (February 4, 2000)(Direct Examination by Mr. Bettius) .....	2010
--	------

**Volume VI**

Trial Testimony of Robert E. Wilson (February 7, 2000)(Direct Examination by Mr. Bettius, Cross Examination by Mr. Cochran, Cross Examination by Mr. Bono, Redirect Examination by Mr. Bettius, Recross Examination by Mr. Cochran) .....	2029
---	------

Trial Testimony of Sharon K. Moore (February 7, 2000)(Direct Examination by Mr. Bettius, Cross Examination by Mr. Cochran, Cross Examination by Mr. Bono, Cross Examination by Mr. Hirschkop, Cross Examination by Mr. O'Donnell, Redirect Examination by Mr. Bettius).....	2208
---	------

	<u>PAGE</u>
Trial Testimony of Arthur Cobb (February 8, 2000)(Redirect Examination by Mr. Cochran, Redirect Examination by Mr. Bono, Recross-examination by Mr. Bettius, Redirect Examination by Mr. Cochran).....	2331
Hearing regarding Complainants' Motion to Compel Discovery Responses (March 24, 1999).....	2410
Bond Hearing (June 28, 1999).....	2434
Hearing regarding the Motion to Compel Appointment of Administrator, CTA (July 28, 1999).....	2456

### Volume VII

Hearing regarding Respondents' Oral Motion for Leave to File a Supplemental Accounting (August 30, 1999).....	2488
Hearing regarding Scheduling Order (October 13, 1999) .....	2510
Pretrial Hearing (January 12, 2000).....	2528
Hearing of July 7, 2000, on Posting of Bond.....	2582
Hearing of November 13, 2000, on Title to Property and Attorney's Fees, including the Hearing Testimony of Kirk Foster (Direct Examination by Mr. Bettius, Cross-examination by Mr. Bono, Cross-examination by Mr. O'Donnell, Redirect Examination by Mr. Bettius), Grayson Hanes (Direct Examination by Mr. Bettius, Cross-examination by Mr. Bono, Cross-examination by Mr. Hirschkop, Redirect Examination by Mr. Bettius), and Thomas A. Reed (Direct Examination by Mr. Bettius, Cross-examination by Mr. Bono, Cross-examination by Mr. O'Donnell, Cross-examination by Mr. Hirschkop) .....	2588
Hearing of February 2, 2001, on Final Decree .....	2723
Hearing of March 23, 2001, on Posting of Bond.....	2754
Hearing of April 20, 2001, on Posting of Bond.....	2784

### Volume VIII

Exhibit 9.....	2787
Exhibit 11.....	2792



	<b><u>PAGE</u></b>
Exhibit 21 .....	2793
Exhibit 40 .....	2796
Exhibit 85 .....	2797
Exhibit 86 .....	2799
Exhibit 89 .....	2800
Exhibit 91 .....	2804
Exhibit 92 .....	2810
Exhibit 93 .....	2812
Exhibit 105 .....	2817
Exhibit 110 .....	2823
Exhibit 113 .....	2826
Exhibit 116 .....	2832
Exhibit 119 .....	2836
Exhibit 120 .....	2847
Exhibit 124 .....	2856
Exhibit 126 .....	2860
Exhibit 130 .....	2868
Exhibit 131 .....	2873
Exhibit 133 .....	2883
Exhibit 135 .....	2896
Exhibit 136 .....	2898
Exhibit 137 .....	2902
Exhibit 138 .....	2904
Exhibit 139 .....	2908

	<b><u>PAGE</u></b>
Exhibit 143.....	2911
Exhibit 144.....	2918
Exhibit 146.....	2922
Exhibit 149.....	2935
Exhibit 156.....	2941
Exhibit 161.....	2958
Exhibit 165.....	2967
Exhibit 166.....	2985
Exhibit 171.....	3002
Exhibit 178.....	3004
Exhibit 179 .....	3010
Exhibit 182.....	3017
Exhibit 184.....	3042
Exhibit 185.....	3050
Exhibit 186.....	3053
Exhibit 188.....	3062
Exhibit 189 .....	3074
Exhibit 190.....	3083
Exhibit 191.....	3096
Exhibit 192.....	3111
Exhibit 193.....	3127
Exhibit 194.....	3146

**PAGE**

**Volume IX**

Exhibit 195.....	3161
Exhibit 196.....	3174
Exhibit 200.....	3177
Exhibit 201.....	3191
Exhibit 202.....	3205
Exhibit 203.....	3220
Exhibit 204.....	3234
Exhibit 205.....	3262
Exhibit 206.....	3277
Exhibit 211.....	3313
Exhibit 213.....	3320
Exhibit 214.....	3324
Exhibit 217.....	3329
Exhibit 219.....	3335
Exhibit 220.....	3341
Exhibit 226.....	3348
Exhibit 227.....	3357
Exhibit 228.....	3361
Exhibit 230.....	3369
Exhibit 235.....	3377
Exhibit 236.....	3402
Exhibit 237.....	3409
Exhibit 238.....	3426



	<b><u>PAGE</u></b>
Exhibit 241 .....	3428
Exhibit 243 .....	3431
Exhibit 246 .....	3433
Exhibit 249 .....	3442
Exhibit 252 .....	3456

### **Volume X**

Exhibit 262 .....	3467
Exhibit 263 .....	3469A
Exhibit 266 .....	3470
Exhibit 267 .....	3475
Exhibit 268 .....	3477
Exhibit 269 .....	3487
Exhibit 271 .....	3491
Exhibit 272 .....	3502
Exhibit 273 .....	3503
Exhibit 274 .....	3506
Exhibit 275 .....	3507
Exhibit 276 .....	3509
Exhibit 277 .....	3511
Exhibit 278 .....	3512
Exhibit 279 .....	3516
Exhibit 280 .....	3520
Exhibit 281 .....	3524
Exhibit 287 .....	3528

	<b><u>PAGE</u></b>
Exhibit 289.....	3532
Exhibit 290.....	3582
Exhibit 291.....	3586
Exhibit 292.....	3591
Exhibit 293.....	3626
Exhibit 294.....	3642
Exhibit 296.....	3644
Exhibit 298.....	3650
Exhibit 299.....	3653
Exhibit 300.....	3659
Exhibit 301.....	3662
Exhibit 302.....	3365
Exhibit 303.....	3668
Exhibit 304.....	3671
Exhibit 305.....	3673
Exhibit 306.....	3675
Exhibit 307.....	3678
Exhibit 308.....	3682
Exhibit 309.....	3684
Exhibit 310.....	3701
Exhibit 311.....	3719
Exhibit 313.....	3722
Exhibit 324.....	3736

**PAGE**

**Volume XI**

Exhibit 325.....	3753
Exhibit 326.....	3755
Exhibit 328.....	3897
Exhibit 337.....	3901
Exhibit 338.....	3903
Exhibit 339.....	3936
Exhibit 340.....	3984
Exhibit 350.....	4018
Exhibit 350A.....	4020
Exhibit 354.....	4023
Exhibit 356.....	4024
Exhibit 358.....	4030
Exhibit 362.....	4031
Exhibit 364.....	4033
Exhibit 367.....	4035
Exhibit 368.....	4038
Exhibit 369.....	4049
Exhibit 372.....	4053
Exhibit 374.....	4057
Exhibit 375.....	4059
Exhibit 378.....	4062
Exhibit 379.....	4063



**Volume XII**

Exhibit 380.....	4065
Exhibit 385.....	4082
Exhibit 386.....	4084
Exhibit 387.....	4086
Exhibit 387A.....	4087
Exhibit 388.....	4090
Exhibit 389.....	4091
Exhibit 394.....	4096
Exhibit 402.....	4097
Exhibit 403.....	4098
Exhibit 403A.....	4100
Exhibit 406.....	4101
Exhibit 409.....	4142
Exhibit 410.....	4143
Exhibit 420.....	4144
Exhibit 422.....	4145
Exhibit 424.....	4148
Exhibit 425.....	4150
Exhibit 426A.....	4153
Exhibit 426B.....	4154
Exhibit 428.....	4155
Exhibit 447.....	4163
Exhibit 451.....	4168

	<b><u>PAGE</u></b>
Exhibit 453.....	4169
Exhibit 455 .....	4170
Exhibit 456.....	4171
Exhibit 457.....	4175
Exhibit 461.....	4181
Exhibit 513.....	4188
Exhibit 514.....	4204
Exhibit 538.....	4217
Exhibit 603.....	4222
Exhibit 610.....	4224
Exhibit 613.....	4225
Exhibit 709(A) .....	4226
Exhibit 709(B) .....	4227
Exhibit 709(C) .....	4228
Exhibit 709(D) .....	4229
Exhibit 709(E).....	4230
Exhibit 709(F).....	4231
Exhibit 710.....	4232
Exhibit 711.....	4274
Exhibit 782.....	4282
Exhibit 789.....	4296

### **Volume XIII**

Exhibit 802.....	4305
Exhibit 803.....	4311

	<b><u>PAGE</u></b>
Exhibit 804.....	4313
Exhibit 805.....	4316
Exhibit 806.....	4319
Exhibit 816.....	4320
Exhibit 822.....	4339
Exhibit 823.....	4498
Exhibit 824.....	4507
Exhibit 825.....	4509
Exhibit 826.....	4517
Exhibit 827.....	4520
Exhibit 828.....	4529
Exhibit 832.....	4532
Exhibit 835.....	4542
Exhibit 856.....	4550
Exhibit 858.....	4553
Exhibit 860.....	4562
Exhibit 861.....	4570
Exhibit 862.....	4576
Exhibit 863.....	4580
Exhibit 864.....	4588

#### **Volume XIV**

Exhibit 865.....	4609
Exhibit 866.....	4617
Exhibit 867.....	4632



	<b><u>PAGE</u></b>
Exhibit 868.....	4635
Exhibit 873.....	4649
Exhibit 883.....	4660
Exhibit 886.....	4661
Exhibit 887.....	4663
Exhibit 890.....	4668
Exhibit 893.....	4670
Exhibit 894.....	4671
Exhibit 896.....	4679
Exhibit 898.....	4680
Exhibit 899.....	4681
Exhibit 900.....	4684
Exhibit 901.....	4686
Exhibit 902.....	4691
Exhibit 904.....	4693
Exhibit 906.....	4703
Exhibit 907.....	4711
Exhibit 908.....	4713
Exhibit 909.....	4716
Exhibit 910.....	4717
Exhibit 911.....	4719
Exhibit 915.....	4722
Exhibit 927.....	4726
Exhibit 942.....	4727

	<b><u>PAGE</u></b>
Exhibit 943.....	4728
Exhibit 944.....	4745
Exhibit 945.....	4752
Exhibit 946.....	4753
Exhibit 947.....	4755
Exhibit 949.....	4757
Exhibit 950.....	4759
Exhibit 952.....	4761
Exhibit 953.....	4763
Exhibit 954A.....	4767
Exhibit 955.....	4769
Exhibit 955A.....	4775
Exhibit 956.....	4777
Exhibit 962.....	4780
Exhibit 971.....	4783
Exhibit 974.....	4797
Exhibit 978.....	4800
Exhibit 994.....	4803
Exhibit 1001.....	4805
Exhibit 1002.....	4821

### **Volume XV**

Exhibit 1003.....	4836
Exhibit 1005.....	4851
Exhibit 1027.....	4862

	<u>PAGE</u>
Exhibit 1028.....	5018

### Volume XVI

Exhibit 1029.....	5106
Exhibit 1030.....	5249
Exhibit 1031.....	5357
Exhibit 1033.....	5370
Exhibit 1034.....	5380
Exhibit 1035.....	5390
Exhibit 1036.....	5400
Exhibit 1046.....	5411
Exhibit 1057.....	5418

### Volume XVII

Exhibit 1064.....	5425
Exhibit 1079.....	5429
Exhibit 000.....	5492
Exhibit A.....	5494
Exhibit B.....	5497
Exhibit F.....	5500
Exhibit G.....	5501
Exhibit H.....	5504
Exhibit I.....	5588
Exhibit J.....	5590
Exhibit N.....	5593
Exhibit P.....	5600



	<u>PAGE</u>
Exhibit R .....	5616
Exhibit S .....	5629
Exhibit T .....	5631
Exhibit T2 .....	5641
Exhibit T3 .....	5642
Exhibit T4 .....	5643
Exhibit T5 .....	5644
Exhibit T6 .....	5645
Exhibit T7 .....	5646
Exhibit T8 .....	5647
Exhibit T9 .....	5648

### Volume XVIII

Exhibit U .....	5649
Exhibit W .....	5755
Exhibit Z .....	5771
Exhibit AA .....	5794
Exhibit BB .....	5808
Exhibit CC .....	5841
Exhibit DD .....	5904
Exhibit EE .....	5956
Exhibit AAA .....	5957
Exhibit AAAA .....	5960
Exhibit AAAAA .....	5963
RESPONDENTS' ACCOUNTING .....	5967

	<b><u>PAGE</u></b>
RESPONDENTS' SUPPLEMENTAL ACCOUNTING .....	5992
COMPLAINANTS' ACCOUNTING .....	5996
ASSIGNMENTS OF ERROR .....	6123
ASSIGNMENTS OF CROSS-ERROR .....	6126

THE JURY, after having heard the evidence, and deliberated thereon, find that the evidence is sufficient to establish the guilt of the defendant, HERBERT T. HARRIS, of the crime of MURDER, and that the evidence is sufficient to establish the guilt of the defendant, HERBERT T. HARRIS, of the crime of MURDER, and that the evidence is sufficient to establish the guilt of the defendant, HERBERT T. HARRIS, of the crime of MURDER.

THE JURY, after having heard the evidence, and deliberated thereon, find that the evidence is sufficient to establish the guilt of the defendant, HERBERT T. HARRIS, of the crime of MURDER, and that the evidence is sufficient to establish the guilt of the defendant, HERBERT T. HARRIS, of the crime of MURDER, and that the evidence is sufficient to establish the guilt of the defendant, HERBERT T. HARRIS, of the crime of MURDER.

THE JURY, after having heard the evidence, and deliberated thereon, find that the evidence is sufficient to establish the guilt of the defendant, HERBERT T. HARRIS, of the crime of MURDER, and that the evidence is sufficient to establish the guilt of the defendant, HERBERT T. HARRIS, of the crime of MURDER, and that the evidence is sufficient to establish the guilt of the defendant, HERBERT T. HARRIS, of the crime of MURDER.

THE JURY, after having heard the evidence, and deliberated thereon, find that the evidence is sufficient to establish the guilt of the defendant, HERBERT T. HARRIS, of the crime of MURDER, and that the evidence is sufficient to establish the guilt of the defendant, HERBERT T. HARRIS, of the crime of MURDER, and that the evidence is sufficient to establish the guilt of the defendant, HERBERT T. HARRIS, of the crime of MURDER.

THE JURY, after having heard the evidence, and deliberated thereon, find that the evidence is sufficient to establish the guilt of the defendant, HERBERT T. HARRIS, of the crime of MURDER, and that the evidence is sufficient to establish the guilt of the defendant, HERBERT T. HARRIS, of the crime of MURDER, and that the evidence is sufficient to establish the guilt of the defendant, HERBERT T. HARRIS, of the crime of MURDER.

thence continuing through the land of the  
Grantors N. 45° 47' 10" E. 84.50 feet to a point  
thence continuing through the land of the Grantors  
N. 71° 48' 00" E. 72.20 feet to a point on the  
side line of the Leeburg-Alexander Farm, thence  
with the east side of said farm N. 45° 47' 10" E.  
84.50 feet to the point of beginning, containing  
1.00 A.C.

WITNESSES

Subscribed and sworn to before me this 1st day of  
June, 1910, at the County of Alexander, State of Tennessee,  
I, the undersigned, a Notary Public for said State, in  
presence of the said parties, and of the following persons,  
to-wit: John W. Williams, James W. Williams, John W.  
Williams, Jr., and John W. Williams, all of the County  
of Alexander, State of Tennessee, who being duly sworn,  
deposed that they were present at the signing of the  
above instrument, and that the same was signed by the  
parties thereto, and that the contents of the same are  
true and correct, and that they are true and correct  
to the best of their knowledge and belief.

Given under my hand and seal of office this 1st day of  
June, 1910, at the County of Alexander, State of Tennessee.  
Notary Public for said State.



The said parties of the first part covenant with the said party of the second part that they have the right to convey the above described property to him, that they have the right to encumber the same, except in respect of the said party of the second part, and that they, the parties of the first part, will execute all further assurances of title thereto as may be required and necessary.

WITNESSETH THE HANDS OF THE SAID PARTIES

*[Handwritten signatures and text]*  
 Signed, sealed and delivered in presence of  
 the undersigned, a Notary Public for the State of Virginia,  
 on this 10th day of May, 1924.

STATE OF VIRGINIA,

CITY OF ALEXANDRIA,

I, the undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original of the within and foregoing instrument, as the same appears from the records of the City of Alexandria, and that the same is a true and correct copy of the original of the within and foregoing instrument, as the same appears from the records of the City of Alexandria, and that the same is a true and correct copy of the original of the within and foregoing instrument, as the same appears from the records of the City of Alexandria.

WITNESSETH

In testimony whereof, I have hereunto set my hand and the seal of my office, at the City of Alexandria, this 10th day of May, 1924.

Notary Public for the State of Virginia.

THIS AGREEMENT, made this 8<sup>th</sup> day of October, 1962, by and between GERARD T. HOPKINS and HELEN C. HOPKINS, his wife, parties of the first part and the L & L CORPORATION, a Maryland Corporation, party of the second part:

WHEREAS, the parties of the first part and the party of the second part entered into a lease agreement dated the 14th day of September, 1962, and amended on the 8<sup>th</sup> day of October, 1962, on certain property in the City of Alexandria, Virginia, said lease to run for a period of ninety-nine (99) years, and

WHEREAS, the parties hereto wish to record the existence of said lease agreement; now, therefore;

WITNESSETH: The parties of the first part and the party of the second part acknowledge and confirm the existence of a lease dated the 14th day of September, 1962 as amended on the 8<sup>th</sup> day of October, 1962 from the parties of the first part to the party of the second part of a portion of the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, and being more particularly described as follows:

Beginning at a point in the southwesterly line of King Street (approximately 40.8 feet from the centerline of said street), said point being the northerly corner of Parcel 3822-01; thence with the northwesterly line of said Parcel 3822-01 South 60° 11' 50" West, 271.33 feet to a point in the northerly line of Parcel 3821-03; thence with said northerly line North 85° 42' 10" West, 104.80 feet; and North 85° 08' 10" West, 12.00 feet to a point in the easterly line of Parcel 3822-04; thence with said easterly line North 4° 51' 50" East, 192.78 feet to a point; thence through Parcel 3822-03, a 12 foot right of way, and Parcel 3822-02 South 37° 29' 10" East, 188.46 feet; and North 53° 36' 00" East, 225.00 feet to a point in the southwesterly line of King Street; thence with said southwesterly line South 38° 27' 40" East, 63.95 feet to the point of beginning. Containing 27,561 square feet or 0.6327 acres.

The parties hereto reaffirm and re-acknowledge and agree to be bound by all of the conditions and covenants set forth in the lease agreement dated the 14th day of September, 1962, as amended on the 8<sup>th</sup> day of October, 1962.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals all as of the day, month and year first

J.APP. 3469A

TAUBER 19288

Trial Exhibit  
No. 263.

above written.

Gerard T. Hopkins (SEAL)  
Gerard T. Hopkins

Helen C. Hopkins (SEAL)  
Helen C. Hopkins

L & L CORPORATION

BY: Laszlo M. Tauber, President

CORPORATE SEAL

ATTEST:

Secretary

STATE OF VIRGINIA,

CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public in and for the City of Alexandria, State of Virginia, do hereby certify that Gerard T. Hopkins and Helen C. Hopkins, his wife, whose names are signed to the foregoing Agreement, bearing date on the 17 day of October, 1962, personally appeared before me in my said City and State aforesaid and acknowledged the same.

Given under my hand this 17 day of October, 1962.

My commission expires:                     

Notary Public

DISTRICT OF COLUMBIA,

CITY OF WASHINGTON, to-wit:

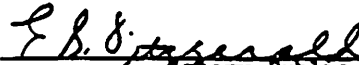
I, the undersigned Notary Public in and for the City of Washington, District of Columbia, hereby certify that Laszlo M. Tauber and Andrew Kadas, whose names are signed as President and Secretary, respectively, of L & L Corporation to the foregoing Agreement dated the 5th day of October, 1962, personally appeared before me in my said City and District aforesaid and



acknowledged the same to be their act and deed.

Given under my hand this 18th day of October, 1962.

My commission expires: February 29, 1964.

  
Notary Public  
E. S. Fitzgerald

**VIRGINIA:**

In the Clerk's Office of the Corporation Court of the City of Alexandria on Oct. 23, 1962, this deed was received and with the annexed certificate, admitted to record at 4:15 o'clock, P.M.

Testes

  
Clerk

U I T N Y . : P R N

[illegible][illegible]

583-4-30

[illegible]

Page 14 of 15

[illegible]

1. *Journal of the American Medical Association*, 1997; 277: 1033-1037.

\_\_\_\_\_

1 APP. 3472

516 21  
583 31

STATE OF VIRGINIA

CLERK OF SUPREME COURT

IN SENATE, JANUARY 1, 1901

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 1, 1899

AND A RESOLUTION PASSED BY THE HOUSE OF DELEGATES

ON JANUARY 1, 1899

AND A RESOLUTION PASSED BY THE SENATE

ON JANUARY 1, 1899

AND A RESOLUTION PASSED BY THE HOUSE OF DELEGATES

ON JANUARY 1, 1899

VIRGINIA

In the year 1899, the Commissioners of the Land Office

have the honor to report to the Senate and House of Delegates

the results of their labors during the year.

The following is a summary of the work done:

WEEK 49, to said party of the first part, through Edward  
Leide, Lilly & Taubert, one of the parties of the third part, call-  
ed to him to said party of the first part to release said  
the party of the fourth part, two have a great

WHPMEAS, 21714 Teacher, to instruct him in using the self study material that she has. A copy here is the here and is included in letter.

[illegible]

WITNESSES:

(REAL)

... ..

( 续表 )

SECRET

*Journal of Management Studies*, 19(1), 67-80.

© 2006 Blackwell Publishing Ltd, *Journal of Internal Medicine* 260: 105–112

## ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS: That L & L CORPORATION, a Maryland Corporation, hereinafter called "Assignor", for \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, hereby sells, assigns, transfers and sets over unto LASZLO N. TAUBER, Trustee, his successors and assigns, hereinafter called "Assignee", all right, title and interest of the Assignor in and to a certain lease dated the 14th day of September 1962 and amended on the 8th day of October 1962, on certain property in the City of Alexandria, Virginia, situated at King Street and North Beauregard Street, executed by Gerard T. Hopkins and Helen C. Hopkins, his wife, as lessors, to L & L Corporation as lessee for a term of 99 years, together with all benefits and advantages to be derived therefrom.

1. The premises to which this assignment relates are in all respects the same as set out and described in that certain Memorandum of Lease dated October 8, 1962 between Gerard T. Hopkins and Helen C. Hopkins, his wife, and L & L Corporation, recorded among the land records of the City of Alexandria in Deed Book 563, at page 166. Said Memorandum of Lease being made a part hereof as fully and effectually as though set out herein.

2. The Assignee hereunder shall make payment of the annual rentals due under said Lease Agreement as fully and largely as the Lessee, L & L Corporation, is required to do in the event of default under the terms of said Lease Agreement dated September 14, 1962, as amended on October 8, 1962.

3. The Assignor, L & L Corporation, warrants that there have been no modifications of said lease and that the same remains in full force and effect as of the date hereof; that it has committed no act in jeopardy of said Lease Agreement; that it has full right and authority to assign all of its right, title and interest in and to said lease to the Assignee; and that Assignor will fully protect, indemnify and save harmless

TAUBER 23297

Trial Exhibit  
No. 267.

J.APP. 3475



Assignee with respect to said premises and Lease Agreement as fully and largely as Assignor's rights and privileges exist under said lease.

IN WITNESS WHEREOF the Assignor, L & L Corporation, has hereunto set its hand and seal and caused this Assignment to be duly executed pursuant to its corporate authority by its duly authorized officers and its corporate seal to be hereto affixed on this 14<sup>th</sup> day of August 1963.

L & L CORPORATION

By Lazlo N. Tauber, President  
President

ATTEST:

Secretary  
Secretary

STATE OF MARYLAND,  
COUNTY OF MONTGOMERY, ss:

I, Harry Meixell, Jr., a Notary Public in and for the State of Maryland, do hereby certify that Lazlo N. Tauber and Andrew Nadas whose names as President and Secretary respectively of L & L Corporation, a Maryland corporation, whose names on behalf of said corporation, are signed to the foregoing writing bearing date on the 14<sup>th</sup> day of August, 1963, have personally appeared before me in my County aforesaid and acknowledged the same.

GIVEN under my hand and seal this 14<sup>th</sup> day of August 1963.

My commission expires: May 6, 1965

Harry Meixell, Jr.  
Notary Public

**VIRGINIA:**

In the Clerk's Office of the Corporation Court of the City of Alexandria on Aug. 28, 1963, this deed was received and with the annexed certificate, admitted to record at 2:00 clock, P.M.

Testes

John F. Sullivan  
Clerk

TAUBER 23258

**LEASE**

THIS LEASE, made this 28<sup>th</sup> day of October, 1964, by and between KING STREET JOINT VENTURE, party of the first part, LESSOR-LANDLORD, and JEFFERSON MEMORIAL HOSPITAL, INC., a Maryland corporation, party of the second part, LESSEE-TENANT.

**WITNESSETH:**

That in consideration of the mutual covenants, promises and agreements herein contained the said parties hereto do hereby covenant, promise and agree to and with each other as follows:

**FIRST:** The party of the first part does grant, demise and lease to the party of the second part, and the party of the second part does hereby take and hire from the party of the first part, the entire hospital building located in what is known and described as 4600 King Street, Alexandria, Virginia.

This lease shall be at the rental and upon the terms and conditions herein stated and the terms of the lease shall be for a period of twenty (20) years, beginning January 1, 1965 and ending December 31, 1984.

**SECOND:** Said Lessee does hereby agree to operate said premises as a hospital center only and to pay said Lessor a rental of Fifty-One Thousand (\$51,000.00) Dollars annually, plus first trust mortgage payments on the building and land, payable in monthly installments of Four Thousand Two Hundred (\$4,200.00) Dollars, plus the monthly first trust mortgage payment, in advance on the first day of each month during the term hereof beginning January 1, 1965. Lessee further agrees to pay for all real estate taxes assessed against the property as and when the same become due and payable.

**THIRD:** Lessee agrees that during said term it will pay all charges for electricity, water, sewer, gas and telephone service used on said leased premises.

**FOURTH:** Lessee shall have the privilege of installing any air conditioning, furniture, fixtures and machinery and equipment necessary to the conduct of its business and the same shall remain the property of the Lessee, provided they be removed by the Lessee before the expiration of its tenancy, and further provided that in the event any damage is done to said premises in the removal of said air conditioning, furniture, fixtures or machinery and equipment, Lessee will promptly reimburse Lessor for the cost of such repairs as are necessary to restore said premises to their original condition. In the event of failure of Lessee to remove said air conditioning, furniture, fixtures, or machinery and equipment from said premises before expiration of this lease or any extension thereof, as provided for above, it is agreed that Lessee is abandoning said air conditioning, furniture, fixtures, or machinery and equipment and same shall become the property of Lessor who shall have the right to use, remove or dispose of said air conditioning, furniture, fixtures and machinery and equipment, all at the expense, if any, to the Lessee.

**FIFTH:** The Lessee will, at its own expense, during the term of this lease, or any renewal or extension thereof, make all repairs and replacements necessary to keep the leased premises and the plumbing, heating, electrical and other equipment thereof, in good repair and in proper sanitary condition, including repairs to the roof and exterior walls of said premises. At the expiration or termination of this lease, or any extension or renewal

thereof. Lessee shall leave said premises in good condition, allowance being made for ordinary wear and tear and damage by fire, or by the elements, or by tornado, or by act of God or by public enemy being excepted.

Lessor reserves the right to enter upon said leased premises at any time during business hours to inspect the same. Lessee agrees that it will indemnify and save the Lessor harmless from any and all liability, damage expense, cause of action, suits, claims or judgments arising from injury to person or property on the demised premises, or upon the adjoining sidewalks, or parking lot, which arise out of the act, failure to act, or negligence of Lessee, its agents or employees. And in order to assure such indemnity, the Lessee agrees to carry and keep in full force and effect at all times during the term of this lease, for the protection of the Lessor and Lessee herein, public liability insurance with limits of \$500/1,000,000.00, and fire and extended coverage on the building, in a good and responsible insurance company, and to deliver to the Lessor a copy of said policies or certificates showing the same to be in force and effect. Lessee covenants and agrees to carry adequate insurance on all plate glass in said premises and to cause said plate glass to be replaced if broken. In the event the Lessee shall fail to keep in force and maintain such policies of public liability, fire and extended coverage on the building, and plate glass insurance, the Lessor shall have the privilege, at its option, to obtain such policies of insurance and to pay the premiums thereon, and the amount so paid, with interest thereon at the highest legal rate, shall, at the option of the Lessor, be added to the next installment of minimum annual rent payable under the provisions of this lease.

3

**SIXTH:** Lessee may sublet the demised premises, or any portion thereof, without the written consent of the Lessor.

**SEVENTH:** The Lessee covenants and agrees to use the demised premises for the conduct and operation of a hospital center and will use said premises for no other purpose whatsoever without the prior written consent of Lessor.

**EIGHTH:** The Lessee covenants and agrees not to make any structural alterations or changes to any part of the demised premises, without first having obtained the written consent of the Lessor.

In the event of any such approved structural alterations or changes to any part of the demised premises, the Lessee agrees that it will make such additions, improvements, alterations and/or installations to said premises at its own expense. Request for consent to make any structural alterations or changes addressed to the Lessor shall be accompanied by plans and a letter from the Lessee stating in detail precisely what is to be done. The Lessee agrees that in making any such additions, improvements, alterations and/or installations in or to said premises, it will comply with the building codes, regulations and laws now or hereafter to be made or enforced in the municipality in which said premises are located and which pertain to such work, it being further agreed that any additions, improvements, alterations and/or installations made by the Lessee (except only movable store and office furniture and fixtures) shall become and remain a part of the building and be and remain the property of the Lessor upon the termination of this lease or the Lessee's occupancy of said premises; provided, however, that if the Lessor gives written notice to the Lessee at the expiration or

prior termination of this lease to such effect. It may require the Lessee to restore said premises to its original condition. The Lessee agrees that it will save harmless the Lessor from and against all expenses, including additional real estate taxes, liens, claims or damages to either property or person which may or might arise by reason of the making of any such additions, improvements, alterations and/or installations.

**NINTH:** Lessee covenants that it will, at its own cost, promptly comply with and carry out all orders, requirements or conditions now or hereafter imposed upon it by the ordinances, laws and/or regulations of the government of the City of Alexandria and the State of Virginia in which the premises are located, or of any of its various departments during the term of this lease, whether they are required of the Lessor or otherwise, to be done or performed during the term of this lease insofar as they are occasioned by or required in the conduct of the business of said Lessee, and the Lessee will indemnify and save harmless the Lessor from all penalties, claims and demands resulting from Lessee's failure or negligence in this respect.

**TENTH:** Lessee agrees that this lease shall be subject and subordinate to the lien of any bona fide mortgages or deeds of trust that may now or at any time hereafter be placed against the demised premises by the Lessor to secure money borrowed from any insurance company or recognized financial institution. And the said Lessee agrees, at any time hereafter, on demand, to execute any instrument, releases or other documents that may be required by the Lessor for the purpose of subjecting and subordinating this lease to the lien of any first mortgage or deed of trust, whether original or substituted.

**ELEVENTH:** The Lessee agrees that it will keep the premises free of trash and dirt accumulations and shall furnish adequate and proper receptacles for trash and garbage, and shall remove trash, snow and ice.

**TWELFTH:** In the event the Lessee shall be adjudicated a bankrupt and a receiver or trustee shall be appointed by an appropriate court of its property and assets after Lessee has exhausted its legal remedies in opposing such receivership, or if the Lessee shall make an assignment or other conveyance in trust for the benefit of its creditors, or if the Lessee shall suffer or permit a final judgment or decree for the payment of money to be entered against it and execution to issue thereon and be levied upon its interest in this lease, and such execution and levy be not dismissed within ten (10) days after the date of such execution and levy, then, upon the happening of any such event, the term hereby demised shall, at the option of the Lessor, cease and determine.

**THIRTEENTH:** In the case of fire, the Lessee shall give immediate notice thereof to the Lessor. If the premises shall be partially damaged by fire or other casualty, and the Lessee can reasonably carry on its business in said premises, the same shall be repaired or restored by the Lessor, at its expense, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims, and until the repairs shall be made the minimum annual rent shall be reduced in proportion to the portion of the premises that are unusable. In the event of destruction (meaning by "destruction", damage to the extent of 75% or more of its usefulness) of said building by fire or other cause insured against, during the first twenty (20) years of said term, Lessor agrees to restore the same promptly in accord-



ance with the Provisions hereof, but in the event of its destruction above defined after the expiration of the first twenty (20) years of said term, Lessor, at its option, may cancel and terminate this lease upon notice to the Lessee at any time within sixty (60) days after the date of such destruction, unless within thirty (30) days of the giving of such notice by the Lessor, Lessee shall agree to a new lease of all terms hereof for a term of twenty (20) years beginning on the date of the restoration of said building.

FOURTEENTH: Provided, always, that if Lessee shall fail to pay said rent in advance as aforesaid, or break or violate any of the within covenants, conditions or agreements, and if such breach be not corrected within ten (10) days after notice by Lessor to Lessee of the existence of such breach, then and in any of the said events, this lease and all things herein contained shall, at the option of the Lessor, cease and determine and shall operate as a notice to quit; the thirty (30) days' written notice to quit being hereby expressly waived, and Lessor may proceed to recover possession of said premises under and by virtue of the provisions of the Code of the City of Alexandria and the State of Virginia, or by such legal process as may at the time be in operation and force in like cases relating to proceedings between lessors and lessees, and when such possession is obtained, Lessor may re-rent the demised premises at the risk and cost of the defaulting Lessee, whose default in no instance shall relieve it of liability for the difference between the rent herein reserved and the rent actually received by Lessor during the term remaining after such default occurs.

If a summons or other notice shall at any time be served upon the Lessee by the Lessor as aforesaid, and

compromise or settlement shall be effected either before or after judgment or decree whereby the Lessee shall be allowed or permitted to retain possession of the said premises, then said proceeding shall not constitute a waiver of any covenant or agreement herein contained, or this lease itself, or of any subsequent breach or violation of any of its conditions, covenants or agreements.

**FIFTEENTH:** It is understood and agreed that all personal property, goods, wares, and merchandise in said premises shall be and remain at the Lessee's sole risk and the Lessor shall not be liable for any damage to or loss of such personal property, goods, and merchandise arising from the bursting, overflowing, or leaking of the roof or of water, sewer, or steam pipes, or from heating or plumbing fixtures or from the handling of electric wires or fixtures or from any other cause whatsoever, unless said damages are caused through the negligence of the Lessor.

**SIXTEENTH:** Any notices required or given hereunder by Lessor to Lessee shall be deemed to have been given if mailed, postage prepaid, to Lessee addressed to the demised premises; and any notices required or given hereunder by Lessee to Lessor, shall be deemed to have been given if mailed, postage prepaid, to Leslie H. Tauber, Trustee, 3300 Westford Avenue, Bethesda, Maryland.

**SEVENTEENTH:** The terms, conditions and agreements herein contained shall be kept and performed by the respective parties hereto and will be binding upon them and each of their successors and assigns, and no waiver of any breach of any agreement, condition or covenant herein contained shall be construed to be a waiver of the said condition, covenant or agreement itself or of any subsequent breach thereof or of this agreement.

**EIGHTEENTH:** If the demised premises or any part thereof shall be taken by any governmental or quasi-governmental authority

pursuant to the power of eminent domain. Lessee agrees to make no claim for compensations in the proceedings, and hereby assigns to Lessor any rights which Lessee may have to any portion of any award made as a result of such taking, and this lease shall terminate as to the portion of premises taken when title to that portion of the leased premises is taken by the condemning authority and rental shall be adjusted to such date.

**NINETEENTH:** It is understood and agreed that Lessee has the option to renew this lease for an additional twenty (20) year period upon giving Lessor, on or before January 1, 1964, notice in writing of its intention to renew, all other terms of the above lease to remain in full force and effect.

**IN WITNESS WHEREOF,** the said **KING STREET JOHN VENTURE** by Leslie E. Tabor, Trustee, has signed and sealed this lease for the Lessor, and the said **JEFFERSON MEMORIAL HOSPITAL, INC.,** has caused its corporate name to be signed by <sup>JAMES H. SCULLY</sup> George H. Ware, its Vice President and duly attested by Jack L. Sarantov, its Secretary, and its corporate seal herewith affixed.

\_\_\_\_\_  
Andrew Rodas - Witness

**KING STREET JOHN VENTURE,  
LESSOR-LANDLORD**  
by Leslie E. Tabor  
Leslie E. Tabor, Trustee

**ATTEST:** James H. Scully  
James H. Scully - Secretary

**JEFFERSON MEMORIAL HOSPITAL, INC.,  
LESSEE-TENANT**  
by George H. Ware  
George H. Ware,  
Vice President

STATE OF Maryland  
COUNTY OF Montgomery to wit:

I hereby certify that on this 28<sup>th</sup> day of October, 1964,  
before me, a Notary Public in and for the County of Montgomery  
State of Maryland, personally appeared George M. Ware, the  
Vice President of Washington Commercial Company, Inc., in the above  
lease, and being personally well known to me, did acknowledge  
the foregoing lease to be the act and deed of said corporation.

Edhel Blair Shreve  
Notary Public  
My commission expires: 6/3/65-

STATE OF Maryland  
COUNTY OF Montgomery to wit:

I hereby certify that on this 28<sup>th</sup> day of October, 1964,  
before me, a Notary Public in and for the County of Montgomery  
State of Maryland, personally appeared Leslie E. Tucker,  
Trustee, he being personally well known to me, acknowledged the  
foregoing lease to be the act and deed of the Ring Street Joint  
Venture.

Edhel Blair Shreve  
Notary Public  
My commission expires: 6/3/65-

ADDENDUM TO  
LEASE AGREEMENT

THIS ADDENDUM TO LEASE, made this 30 day of November, 1964,, by and between KING STREET JOINT VENTURE, party of the first part, LESSOR-LANDLORD, and JEFFERSON MEMORIAL HOSPITAL, INC. a Maryland corporation, party of the second part, LESSEE-TENANT.

WHEREAS, the parties hereto entered into a lease agreement dated October 28, 1964, for the entire hospital building located at 4600 King Street, Alexandria, Virginia, and

WHEREAS, the parties hereto desire to amend said agreement, It is therefore agreed as follows:

FIRST: The term of lease shall begin December 31, 1964 instead of January 1, 1965.

SECOND: The annual rental shall be thirty nine thousand dollars (\$39,000.00), payable in monthly installments of three thousand two hundred fifty dollars (\$3,250.00), plus all installment payments on the trusts against the demised building and land, plus all payments due on the land leased by the Lessor, plus all real estate taxes assessed against the building and land and plus all premiums due on the insurance policies taken out on the premises, it being the intention of the parties that the Lessor shall have net to him Thirty nine thousand dollars (\$39,000.00) annually.

Lessee agrees to reimburse Lessor for all building costs in excess of Nine hundred fifty thousand dollars (\$950,000.00). Lessor agrees to forward certified building cost analysis, and Lessee shall have the right to inspect all invoices and sub-contract costs, if Lessee is called upon to make payment of building costs in excess of \$950,000.00. Payment shall be made within 30 days after demand upon Lessee.

TAUBER 37155

Trial Exhibit  
No. 269.

J.APP. 3487

FOURTH: During the first 10 years of this lease, Lessee reserves the right to reimburse Lessor up to the sum of one hundred and fifty thousand dollars (\$150,000.00) for building costs paid by Lessor, with the understanding that any such payment by Lessee shall reduce the annual rental payments by ten per cent (10%) of each payment to the Lessor. For Example, if Lessee pays to Lessor, the sum of fifty thousand dollars (\$50,000.00), the annual rental shall be immediately reduced by five thousand dollars, and the monthly rental payments shall be proportionately reduced, it being the intention of the parties, that upon full payment of the \$150,000.00, the annual rental shall be reduced by \$15,000.00.

FIFTH: All agreements, conditions, terms of the lease agreement dated October 28, 1964 shall remain in full force and effect, except as modified herein.

IN WITNESS WHEREOF, the said KING STREET JOINT VENTURE, by Lassie E. Tauber, TRUSTEE, has signed and sealed this Addendum to Lease for the Lessor, and the said JEFFERSON MEMORIAL HOSPITAL, INC., has caused its corporate name to be signed by George W. Ware, its Vice-President and duly attested by James H. Scully, its Secretary, its corporate seal hereunto affixed.

KING STREET JOINT VENTURE  
Lessor-Landlord

By: Lassie E. Tauber  
Lassie E. Tauber, Trustee

Andrew Sedas  
Andrew Sedas, Witness

ATTEST:

James H. Scully  
James H. Scully-Secretary

JEFFERSON MEMORIAL HOSPITAL, INC.  
Lessee-Tenant

By: George W. Ware  
George W. Ware, Vice-President

CORPORATE SEAL:

STATE OF Maryland

COUNTY OF Montgomery, to wit:

I hereby certify that on this 30<sup>th</sup> day of November, 1964,  
before me, a Notary Public in and for the County of Montgomery,  
State of Maryland, personally appeared George W. Ware, the  
Vice President of Jefferson Memorial Hospital, Inc., in the above  
Addendum to Lease, and being personally well known to me, did  
acknowledge the foregoing Addendum to Lease to be the act and deed  
of said corporation.

Echel Blair Shreve  
Notary Public  
My Commission expires June 3, 1965

STATE OF Maryland

COUNTY OF Montgomery, to wit:

I hereby certify that on this 30<sup>th</sup> day of November, 1964,  
before me, a Notary Public in and for the County of Montgomery,  
State of Maryland, personally appeared Lassic H. Tauber,  
Trustee, he being personally well known to me, acknowledged the  
foregoing Addendum to lease to be the act and deed of the King  
Street Joint Venture.

Echel Blair Shreve  
Notary Public  
My Commission expires June 3, 1965

STATE OF Maryland  
COUNTY OF Montgomery, to wit:

I hereby certify that on this 28<sup>th</sup> day of October, 1964,  
before me, a Notary Public in and for the County of Montgomery,  
State of Maryland, personally appeared George M. Ware, the  
Vice President of Jefferson Memorial Hospital, Inc., in the above  
lease, and being personally well known to me, did acknowledge  
the foregoing lease to be the act and deed of said corporation.

Etchel Blair Shreve  
Notary Public  
My commission expires: 6/3/65

STATE OF Maryland  
COUNTY OF Montgomery, to wit:

I hereby certify that on this 28<sup>th</sup> day of October, 1964,  
before me, a Notary Public in and for the County of Montgomery,  
State of Maryland, personally appeared Lassic W. Tauber,  
Trustee, he being personally well known to me, acknowledged the  
foregoing lease to be the act and deed of the King Street Joint  
Venture.

Etchel Blair Shreve  
Notary Public  
My commission expires: 6/3/65



December 15, 1964

Jefferson Memorial Hospital, Inc.  
4600 King Street  
Alexandria, Virginia

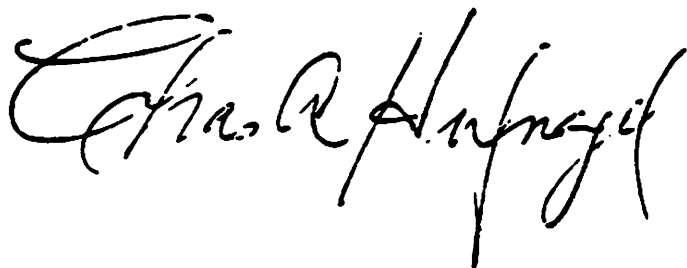
Gentlemen:

Please be advised that I am a 2 % beneficial interest owner-member of the King Street Joint Venture in Alexandria, Virginia. Dr. L. N. Tauber is the trustee for the Joint Venture and holds legal title to the land, land leases, and improvements owned by the Venture, per attached schedule.

I am contributing my 2 % beneficial interest in all of the land and land leases, ( but not the improvements ) owned by the Joint Venture, subject to the balance due on the original land mortgage, to your hospital.

Kindly acknowledge receipt of this gift, and also be advised that I have instructed my trustee, Dr. L. N. Tauber, to prepare the necessary documents transferring my said ownership to your hospital, effective immediately.

Yours truly,



TAUBER 02310

Trial Exhibit  
No. 271.

JAPP. 3491

December 15, 1964

Jefferson Memorial Hospital, Inc.  
4400 King Street  
Alexandria, Virginia

Gentlemen:

Please be advised that I am a 1% beneficial interest owner-member of the King Street Joint Venture in Alexandria, Virginia. Dr. L. N. Tauber is the trustee for the Joint Venture and holds legal title to the land, land leases, and improvements owned by the Venture, per attached schedule.

I am contributing my 1% beneficial interest in all of the land and land leases, ( but not the improvements ) owned by the Joint Venture, subject to the balance due on the original land mortgage, to your hospital.

Kindly acknowledge receipt of this gift, and also be advised that I have instructed my trustee Dr. L. N. Tauber, to prepare the necessary documents transferring my self ownership to your hospital, effective immediately.

Yours truly,

*Josephine Rushwa*  
*(Mrs. Andrew Rushwa)*

TAUBER 02311

J.APP. 3492

December 15, 1964

Jefferson Memorial Hospital, Inc.  
4600 King Street  
Alexandria, Virginia

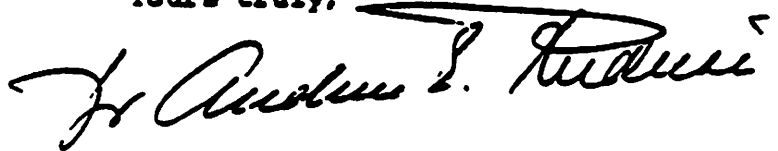
Gentlemen:

Please be advised that I am a  $\frac{1}{2}$ % beneficial interest owner-member of the King Street Joint Venture in Alexandria, Virginia. Dr. L. N. Tauber is the trustee for the Joint Venture and holds legal title to the land, land leases, and improvements owned by the Venture, per attached schedule.

I am contributing my  $\frac{1}{2}$ % beneficial interest in all of the land and land leases, ( but not the improvements ) owned by the Joint Venture, subject to the balance due on the original land mortgage, to your hospital.

Kindly acknowledge receipt of this gift, and also be advised that I have instructed my trustee, Dr. L. N. Tauber, to prepare the necessary documents transferring my said ownership to your hospital, effective immediately.

Yours truly,



TAUBER 02340

J.APP. 3493

December 15, 1964

Jefferson Memorial Hospital, Inc.  
4600 King Street  
Alexandria, Virginia

Gentlemen:

Please be advised that I am a 2% beneficial interest owner-member of the King Street Joint Venture in Alexandria, Virginia. Dr. L. N. Tauber is the trustee for the Joint Venture and holds legal title to the land, land leases, and improvements owned by the Venture, per attached schedule.

I am contributing my 2% beneficial interest in all of the land and land leases, ( but not the improvements ) owned by the Joint Venture, subject to the balance due on the original land mortgage, to your hospital.

Kindly acknowledge receipt of this gift, and also be advised that I have instructed my trustee, Dr. L. N. Tauber, to prepare the necessary documents transferring my said ownership to your hospital, effective immediately.

Yours truly,



Robert Gould  
12/22, 1964

TAUBER 02331

J.APP. 3494

BERNARD KRAKOW  
ATTORNEY AT LAW  
837 WARNER BUILDING  
WASHINGTON 4, D. C.  
METROPOLITAN 8-1887

December 15, 1964

Jefferson Memorial Hospital, Inc.  
4600 King Street  
Alexandria, Virginia

Gentlemen:

Please be advised that I am a 2% beneficial interest owner-member of the King Street Joint Venture in Alexandria, Virginia. Dr. L. N. Tauber is the trustee for the Joint Venture and holds legal title to the land, land leases, and improvements owned by the Venture, per attached schedule.

I am contributing my 2% beneficial interest in all of the land and land leases, (but not the improvements) owned by the Joint Venture, subject to the balance due on the original land mortgage, to your hospital.

Kindly acknowledge receipt of this gift, and also be advised that I have instructed my trustee, Dr. L. N. Tauber, to prepare the necessary documents transferring my said ownership to your hospital, effective immediately.

Yours truly,

  
Bernard Krakow

BK/sp

TAUBER 02314

J.APP. 3495

December 15, 1964

Jefferson Memorial Hospital, Inc.  
4600 King Street  
Alexandria, Virginia

Gentlemen:

Please be advised that I am a 5% beneficial interest owner-member of the King Street Joint Venture in Alexandria, Virginia. Dr. L. N. Tauber is the trustee for the Joint Venture and holds legal title to the land, land leases, and improvements owned by the Venture, per attached schedule.

I am contributing my 5% beneficial interest in all of the land and land leases, ( but not the improvements ) owned by the Joint Venture, subject to the balance due on the original land mortgage, to your hospital.

Kindly acknowledge receipt of this gift, and also be advised that I have instructed my trustee, Dr. L. N. Tauber, to prepare the necessary documents transferring my said ownership to your hospital, effective immediately.

Yours truly,

*Charles L. Peters, M.D.*

TAUBER 02315

JAPP. 3496

December 15, 1964

Jefferson Memorial Hospital, Inc.  
460C King Street  
Alexandria, Virginia

Gentlemen:

Please be advised that I am a 25% beneficial interest owner-member of the King Street Joint Venture in Alexandria, Virginia. Dr. L. N. Tauber is the trustee for the Joint Venture and holds legal title to the land, land leases, and improvements owned by the Venture, per attached schedule.

I am contributing my 25% beneficial interest in all of the land and land leases, ( but not the improvements ) owned by the Joint Venture, subject to the balance due on the original land mortgage, to your hospital.

Kindly acknowledge receipt of this gift, and also be advised that I have instructed my trustee, Dr. L. N. Tauber, to prepare the necessary documents transferring my said ownership to your hospital, effective immediately.

Yours truly,

*Leslie F. Gaudin*

TAUBER 02341

J.APP. 3497

December 15, 1964

Dr. L. N. Tauber, Trustee  
King Street Joint Venture  
5300 Westbard Avenue  
Bethesda, Maryland

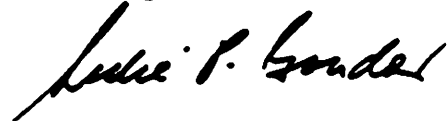
Dear Mr. Tauber:

As you know, I am a member of the King Street Joint Venture and by beneficial ownership in this venture is 25%.

Effective immediately, please be advised that I am contributing my 25% of the land that I own, and my 25% interest in the land leases, to the Jefferson Memorial Hospital, Inc., subject to the balance due on the original mortgage on the land. I am not contributing my ownership in the improvements that have been erected. Enclosed please find copy of letter of contribution of the Jefferson Memorial Hospital, Inc. Will you please forward the necessary ownership papers to the hospital.

Thank you for your kind attention and your acknowledgment of this letter.

Yours truly,



TAUBER 02336

J.APP. 3498



Jefferson Medical College  
4601 King Street  
Alexandria, Virginia

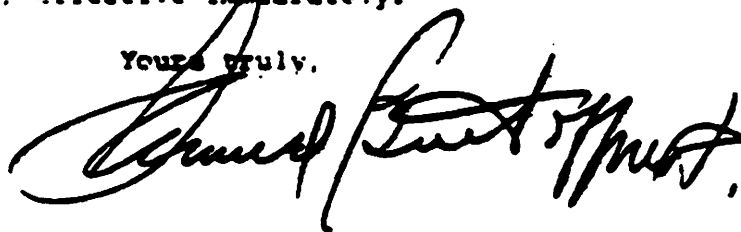
Gentlemen:

Please be advised that I am a 5% beneficial interest owner-member of the King Street Joint Venture in Alexandria, Virginia. Dr. L. N. Tauber is the trustee for the Joint Venture and holds legal title to the land, land leases, and improvements owned by the Venture, per attached schedule.

I am contributing my 5% beneficial interest in all of the land and land leases, (but not the improvements) owned by the Joint Venture, subject to the balance due on the original land mortgage, to your hospital.

I kindly acknowledge receipt of this gift, and also be advised that I have instructed my trustee, Dr. L. N. Tauber, to prepare the necessary documents transferring my said ownership to your hospital, effective immediately.

Yours truly,



TAUBER 02324

J.APP. 3499

December 15, 1964

Jefferson Memorial Hospital, Inc.  
4630 King Street  
Alexandria, Virginia

Gentlemen:

Please be advised that I am a 5% beneficial interest owner-member of the King Street Joint Venture in Alexandria, Virginia. Dr. L. N. Tauber is the trustee for the Joint Venture and holds legal title to the land, land leases, and improvements owned by the Venture, per attached schedule.

I am contributing my 5% beneficial interest in all of the land and land leases, ( but not the improvements ) owned by the Joint Venture, subject to the balance due on the original land mortgage, to your hospital.

Kindly acknowledge receipt of this gift, and also be advised that I have instructed my trustee, Dr. L. N. Tauber, to prepare the necessary documents transferring my said ownership to your hospital, effective immediately.

Yours truly,

*James H. Smully M.D.*

TAUBER 02332

JAPP. 3500

December 15, 1964

Jefferson Memorial Hospital, Inc.  
4600 King Street  
Alexandria, Virginia

Gentlemen:

Please be advised that I am a 2 % beneficial interest owner-member of the King Street Joint Venture in Alexandria, Virginia. Dr. L. W. Tauber is the trustee for the Joint Venture and holds legal title to the land, land leases, and improvements owned by the Venture, per attached schedule.

I am contributing my 2 % beneficial interest in all of the land and land leases, ( but not the improvements ) owned by the Joint Venture, subject to the balance due on the original land mortgage, to your hospital.

Kindly acknowledge receipt of this gift, and also be advised that I have instructed my trustee, Dr. L. W. Tauber, to prepare the necessary documents transferring my said ownership to your hospital, effective immediately.

Yours truly,

*Stacy William Worn* (W)

TAUBER 02333

JAPP. 3501

JEFFERSON MEMORIAL HOSPITAL, INC.  
ALEXANDRIA, VIRGINIA

December 21, 1964

Dr. Leslie P. Gondor  
3541 West Braddock Road  
Alexandria, Virginia

Dear Dr. Gondor:

Confirming our understanding, you have agreed to buy a 50% ownership in the land described as follows:

This land is subject to an original mortgage of \$153,570.00, with a balance due at this time of \$122,856.00. Our ownership of the land is a beneficial one, the legal title being held by Dr. L. N. Tauber, Trustee.

As previously discussed with you, the purchase price for land is \$150,000 less 50% of the present land mortgage of \$122,856.00, your share \$61,428.00 representing a balance due to us in the sum of \$88,572.00. You agree to lease the land back to our corporation for a period of 99 years at a rental of \$9,750.00 per year, but subject to rental increases each 10 years based upon the U. S. Department of Labor "Cost of Living Index". We agree to pay all expenses such as taxes and insurance during the term of the lease, including special assessments.

Please indicate your approval below and return two of the copies of this letter that are enclosed and this will represent our agreement. We will then proceed to draw the necessary documents transferring the land to you and drawing the 99 year lease.

Thank you for your attention,

Yours truly,

JEFFERSON MEMORIAL HOSPITAL, INC.

By Jay William Wane  
Vice-president

Accepted and Approved

By Leslie P. Gondor Jay William Wane  
Dr. Leslie P. Gondor

Witness: Robert B. Gould

Dated: December 22, 1964

Trial Exhibit  
No. 272.

GON - 000532

J.APP. 3502

MS 610 744

THIS DEED, Made this 29th day of December, 1964,  
between LASZLO M. TAUBER, TRUSTEE, party of the first part, and  
JEFFERSON MEMORIAL HOSPITAL, INC., a Maryland Corporation, party  
of the second part.

\*\*\*\*\* W I T N E S S E T H \*\*\*\*\*

That for and in consideration of the sum of Ten  
Dollars (\$10.00) in hand paid, the receipt of which is hereby  
acknowledged, the party of the first part does grant and convey,  
with Special Warranty of Title, unto the party of the second  
part a sixty-five per cent (65%) undivided interest in and to  
the following described property situate and being in the City  
of Alexandria, Virginia:-

All those certain lots or parcels of ground located  
in the City of Alexandria, Virginia, and more parti-  
cularly described as follows, to-wit:-

PARCEL ONE:

BEGINNING at an iron pipe in the West side of  
Leesburg-Alexandria Turn Pike a corner to the lot  
of Mrs. Julia T. Klock; thence with the line of  
Mrs. Klock S. 28° 51' W. 74.4 feet to an iron  
pipe; thence with another line of Mrs. Klock and  
the same line continued with Dove N. 77° 48' W.  
186.4 feet to an iron pipe set in the E. side of  
a 12 foot cutler road; a corner to Dove; thence  
crossing said 12 foot cutler road N. 77° 01' West  
12' to an iron pipe in the line of the Green Tract;  
thence with the line of the Green Tract S. 12°  
46' W. 171.18 feet to an iron pipe set in said  
line a corner to the land of Finissey; thence with  
the line of Finissey S. 38° 22' E. 423.9 feet to  
an iron pipe set in said line a corner to the lot  
of W. P. Daniels, Jr.; thence with the line of said  
Daniels N. 23° 19' E. 329.6 feet to an iron pipe  
in the west side of Leesburg-Alexandria Turn Pike,  
a corner to W. C. Daniels, Sr.; thence with the  
west side of said Turn Pike N. 38° 22' W. 84.3  
feet to beginning, the said land being hereby con-  
veyed being more particularly described in accord-  
ance with a survey made by Edward S. Holland,  
C.L.S., dated August 6, 1962, as follows:

BEGINNING at an iron pipe in the West side of  
Leesburg-Alexandria Turn Pike, a corner to the  
land of the Grasshopper Green School, Inc.; thence  
with the line of Grasshopper Green School, Inc.,  
S. 17° 23' 00" W. 328.62 feet to a point in the  
northerly line of Eva Figgins; thence with the line  
of Eva Figgins N. 66° 12' 00" W. 436.01 feet to a  
point in the easterly line of property of the City

THIS INSTRUMENT PREPARED BY  
THREE EXAMINATIONS.  
ADAMS, POSTER, RADIGAN & MAYS,  
YS.

Trial Exhibit  
No. 273.

of Alexandria, identified as Parcel 1849-01-01-03; thence with the line of property of the City of Alexandria and the same line continued with the Alexandria Land Corporation N. 4° 31' 30" E. 171.80 feet to a point on the easterly line of the Alexandria Land Corporation; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, S. 85° 08' 10" E. 12 feet to a point; thence continuing through the land of the said Gerard T. Hopkins and Helen C. Hopkins S. 85° 42' 10" E. 384.40 feet to a point; thence continuing through the land of Hopkins N. 21° 48' 00" E. 72.20 feet to a point in the West side line of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 37° 38' 20" E. 84.30 feet to the point of beginning, containing 2.5639 acres;

AND

**PARCEL TWO:**

**BEGINNING** at a stake or pipe on the Southwesterly side of the Leesburg-Alexandria Turn Pike; thence leaving the Pike S. 67° 20' W. 271.75 feet to a pipe in the line of William O. Daniels; thence with his line N. 78° 34' W. 104.8 feet to easterly side of William O. Daniels 12 feet outcrop Road; thence with the said side of the road N. 12° 20' E. 50 feet; thence still with the side of the road N. 75° 20' E. 325.3 feet to the said side of the Pike; thence with the side of the Pike S. 30° 43' E. 55 feet to the beginning, .568 Acres, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:

**BEGINNING** at a point on the West side of the Leesburg-Alexandria Turn Pike, said point being N. 37° 38' 20" W. 84.30 feet from a pipe marking the corner of the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, the land of Grasshopper Green School, Inc., on the West side of the Leesburg-Alexandria Turn Pike; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, S. 21° 48' 00" W. 72.20 feet to a point; thence through the land of Hopkins N. 85° 43' 10" W. 279.40 feet to a point; thence through the land of Hopkins N. 40° 11' 30" E. 271.33 feet to a point in the West side of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 38° 27' 40" E. 94.78 feet to a point; thence continuing with the West side of said Turn Pike S. 37° 38' 20" E. 18.30 feet to the point of beginning, containing 0.5698 Acres.

**LESS AND EXCEPTING AND RESERVING** unto the party of the first part, his successors and assigns, all improvements situate on the hereinabove described parcels of land.

**AND BEING** the same land conveyed to the party of the first part by Deed recorded in Deed Book 183 at page 18 among the land records of the City of Alexandria, Virginia.

**AND FURTHER WITNESSETH** That for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt

which is hereby acknowledged, the party of the first part does hereby assign unto the party of the second part an undivided sixty-five-per cent (65%) interest in and to his leasehold estate, the same having been acquired by him by virtue of a certain Assignment of Lease recorded in Deed Book 583 at page 32 among the land records of the City of Alexandria, Virginia, in and to the following described property; situate and being in the City of Alexandria, Virginia:-

BEGINNING at a point in the southwesterly line of King Street (approximately 40.8 feet from the centerline of said street), said point being the northerly corner of Parcel 3822-01; thence with the northwesterly line of said Parcel 3822-01 South 60° 11' 50" West, 271.33 feet to a point in the northerly line of Parcel 3821-03; thence with said northerly line North 85° 42' 10" West, 184.80 feet; and North 85° 08' 10" West, 12.00 feet to a point in the easterly line of Parcel 3822-04; thence with said easterly line North 4° 31' 50" East, 192.78 feet to a point; thence through Parcel 3822-03, a 12 feet right of way, and Parcel 3822-02 South 37° 29' 10" East, 180.40 feet; and North 33° 34' 00" East, 225.00 feet to a point in the southwesterly line of King Street; thence with said southwesterly line South 38° 27' 40" East, 63.95 feet to the point of beginning; containing 27,561 square feet or 0.6327 acres;

LESS AND EXCEPTING AND RESERVING unto the party of the first part, his successors and assigns, all improvements situate on the hereinabove described parcel of land.

This conveyance is made subject to Deed of Trust recorded in Deed Book 563 at page 163 among the said land records in the original principal sum of \$153,569.25.

This conveyance is made subject to Deed of Trust recorded in Deed Book 583 at page 34 among said land records in the original principal sum of \$800,000.00.

This conveyance is made subject to the restrictions and conditions contained in the deeds forming the chain of title to this property.

WITNESS the following signature and seal:

Lester H. Tausen, Trustee (SEAL)  
LESTER H. TAUSEN, TRUSTEE

Notary  
STATE OF VIRGINIA.  
County of Montgomery  
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of May, 1961, at the City of Alexandria, Virginia.

I, \_\_\_\_\_, Notary Public

, a Notary Public

## JEFFERSON MEMORIAL HOSPITAL, INC.

4600 KING STREET

ALEXANDRIA, VIRGINIA 22302

January 2, 1965

Dr. Leslie P. Gonder  
3541 West Braddock Road  
Alexandria, Virginia

Dear Dr. Gonder:

Confirming our understanding, you have agreed to buy a 50% ownership in the land described as follows:

This land is subject to an original mortgage of \$153,570.00, with a balance due at this time of \$122,855.00. Our ownership of the land is a beneficial one, the legal title being held by Dr. L. W. Tauber, Trustee.

As previously discussed with you, the purchase price for land is \$150,000 less 50% of the present land mortgage of \$122,855.00, your share \$61,428.00 representing a balance due to us in the sum of \$88,572.00. You agree to lease the land back to our corporation for a period of 99 years at a rental of \$9,750.00 per year, but subject to rental increases each 10 years based upon the U. S. Department of Labor "Cost of Living Index". We agree to pay all expenses such as taxes and insurance during the term of the lease, including special assessments.

Please indicate your approval below and return two of the copies of this letter that are enclosed and this will represent our agreement. We will then proceed to draw the necessary documents transferring the land to you and drawing the 99 year lease.

Thank you for your attention,

Yours truly,

JEFFERSON MEMORIAL HOSPITAL, INC.

By Leslie M. Tauber, M.D.  
Leslie M. Tauber, M.D., President

Accepted and Approved

By Leslie P. Gonder  
Dr. Leslie P. Gonder

Witness: Robert M. Tauber

Dated: Jan 2, 1965

TAUBER 02352

Trial Exhibit  
No. 274.

JAPP. 3506



THIS AGREEMENT, Made this 15 day of March,  
1965, by and between Jefferson Memorial Hospital  
Inc., hereinafter referred to as "Lessor", and  
Luzzio H. Tauber, M.D., hereinafter referred  
to as "Lessee".

WHEREAS, the Lessor is desirous of leasing space on  
the said premises to Lessee and the Lessee is desirous  
of leasing said premises under the terms and conditions  
as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the  
parties covenant and agree as follows:

1. The Lessor covenants that it has the right to  
lease various office space for medical purposes.
2. Lessor agrees to lease the Lessee medical  
office space for a period of 10 years.
3. The commencement date of this lease shall be  
on or about March 15, 1965.
4. The rent for the premises for the term herein  
demised shall be in the sum of \$ 3,600.00, per annum,  
payable in advance in equal monthly installments of  
\$300.00, on the first day of each and every month  
during the term hereof, without notice or demand, at office  
of Lessor, or at such other place as Lessor or its assigns  
shall from time to time designate, and Lessee agrees that  
the rent herein specified and reserved shall be paid  
promptly in accordance herewith.
5. If Lessee is not in default of this lease, the  
Lessee shall have the option to renew this lease for  
an additional 10 year period from March 15, 1975  
to March 14, 1985 by notice to Lessor, in  
writing, on or before January 1, 1975. Terms  
and conditions for the option period shall be the same,  
except there shall be no option to renew.

TAUBER 02946

Trial Exhibit  
No. 275. J.APP. 3507

IN WITNESS WHEREOF, the parties have hereunto signed  
their names and affixed their seals on the day and year  
first hereinabove written.

George William Ware, LESSOR  
Jefferson Memorial Hospital, Inc.

<u>Marcelo J. ...</u> Witness	By <u>                    </u> (Seal) <u>                    </u>
<u>                    </u> Witness	<u>Kenia L. ...</u> (Seal) Lessee
<u>                    </u> Witness	<u>                    </u> (Seal) Lessee

Case D. No. 720  
Page 41  
3-29-71

500 627 105

Between ALEXANDRIA and CORPORATION, Chicago, Illinois, and  
 the Plaintiff, ELLIOT MORGAN and J. J. MORRIS, Chicago, Ill.  
 and the Plaintiff, and the Defendant, the said, the said, the said,  
 and the said.

1990 11 1

J.APP. 3509

The hard portion of the heat pump is so small that they have the ability to

WITNESSES: \_\_\_\_\_

$$f_{\text{max}} = 2.5 \times 10^3 \text{ Hz} \quad (10 \text{ MHz})$$

Henry Jones

COUNTY OF VIRGINIA

[illegible]

LASZLO N. TAUBER, M. D.  
JEFFERSON MEMORIAL HOSPITAL  
4800 KING STREET  
ALEXANDRIA, VIRGINIA 22302

DEPARTMENT OF SURGERY

June 10, 1965

Mr. Allen Baer, C.P.A.  
1343 H Street, Northwest  
Washington, D. C.

Re: King Street  
Joint Venture

Dear Sir:

This is to advise you that as of December 31, 1964, Doctor Samuel Burtoff had rescinded his donation of land owned in the King Street Joint Venture, said land donation having been made to Jefferson Memorial Hospital in Alexandria, Virginia.

In lieu of the above, my personal donation of this land was increased from 15% to 20%. This land is now owned 65% by the hospital and 35% in my name. The 35% of land held in my name is held 30% for me personally and 5% for Doctor Samuel Burtoff.

Yours very truly,

*Lazlo N. Tauber, M.D.*  
Laszlo N. Tauber, M. D.  
LNT:chs

MMRW 003041

Trial Exhibit  
No. 277.

J.APP. 3511

DEED

THIS DEED, made as of the 31st day of December, 1965, and between Dr. Laszlo Tauber, Trustee, party of the first part, and Dr. Laszlo Tauber, in his individual capacity, party of the second part:

WITNESSETH:

That in consideration of the sum of One Dollar (\$1.00), acknowledged as paid in hand, the said party of the first part, on behalf of the King Street Joint Venture, a joint venture formed under the laws of the Commonwealth of Virginia and in the process of dissolution, and as record holder of a certain undivided interest in land located in the City of Alexandria, Virginia, which land is hereinafter described, grants unto the said party of the second part all of said party of the first part's right, title and interest in and to a thirty percent (30%) fee interest in said land.

Said land is described as follows:

All those certain lots or parcels of ground located in the City of Alexandria, Virginia, and more particularly described as follows, to-wit: -

PARCEL ONE:

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turn Pike a corner to the lot of Mrs. Julia T. Klock; thence with the line of Mrs. Klock S. 28° 51' W. 74.4 feet to an iron pipe; thence with another line of Mrs. Klock and the same line continued with Dove N. 77° 48' W. 384.4 feet to an iron pipe set in the E. side of a 12 foot outlet road; a corner to Dove; thence crossing said 12 foot outlet road N. 77° 01' West 12' to an iron pipe in the line of the Green Tract; thence with the line of the Green Tract S. 12° 46' W. 171.18 feet to an iron pipe set in said line a corner to the land of Finisecy; thence with the line of Finisecy S. 58° 22' E. 425.9 feet to an iron pipe set in said line a corner to the lot of W. P. Daniels, Jr.; thence with the line of said Daniels N. 25° 19' E. 329.6

Trial Exhibit  
No. 278.

TAUBER 15083

J.APP.3512

feet to an iron pipe in the west side of Leesburg-Alexandria Turn Pike, a corner to W. O. Daniels, Sr.; thence with the west side of said Turn Pike N. 30° 22' W. 84.3 feet to beginning, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turn Pike, a corner to the land of the Grass-hopper Green School, Inc.; thence with the line of Grass-hopper Green School, Inc., S. 17° 25' 00" W. 328.62 feet to a point in the northerly line of Eva Figgins; thence with the line of Eva Figgins N. 66° 12' 00" W. 426.01 feet to a point in the easterly line of property of the City of Alexandria, identified as Parcel 3849-01-01-03; thence with the line of property of the City of Alexandria and the same line continued with the Alexandria Land Corporation N. 4° 51' 50" E. 171.80 feet to a point on the easterly line of the Alexandria Land Corporation; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, S. 85° 08' 10" E. 12 feet to a point; thence continuing through the land of the said Gerard T. Hopkins and Helen C. Hopkins S. 85° 42' 10" E. 184.40 feet to a point; thence continuing through the land of Hopkins N. 21° 48' 00" E. 72.20 feet to a point in the West side line of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 37° 38' 20" E. 84.30 feet to the point of beginning, containing 2.5639 acres;

AND

PARCEL TWO:

BEGINNING at a stake or pipe on the Southwesterly side of the Leesburg-Alexandria Turn Pike; thence leaving the Pike S. 67° 20' W. 271.75 feet to a pipe in the line of William O. Daniels; thence with his line N. 78° 34' W. 104.8 feet to easterly side of William O. Daniels 12 feet outlet Road; thence with the said side of the road N. 12° 20' E. 50 feet; thence still with the side of the road N. 75° 20' E. 325.3 feet to the said side of the Pike; thence with the side of the Pike S. 30° 43' E. 55 feet to the beginning, .568 acres, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:

BEGINNING at a point on the West side of the Leesburg-Alexandria Turn Pike, said point being N. 37° 38' 20" W. 84.30 feet from a pipe marking the corner of the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, the land of Grasshopper Green School, Inc., on the West side of the Leesburg-Alexandria Turn Pike; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, S. 21° 48' 00" W. 72.20 feet to a point; thence through the land of Hopkins N. 85° 42' 10" W. 279.60 feet to a point; thence through the land of Hopkins N. 60° 11' 50" E. 271.33 feet to a point in the West side of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 38° 27' 40" E. 94.78 feet to a point; thence continuing with the West side of said Turn Pike S. 37° 38' 20" E. 18.38 feet to the point of beginning, containing 0.5698 Acres.

LESS AND EXCEPTING all improvements situate on the hereinabove described parcels of land.

Witness the following signatures and seals, this 2<sup>nd</sup> day of

October, 1966

WITNESSES:

[Signature]

Dr. Lazzlo Tauber, Trustee (SEAL)

[Signature]

Dr. Lazzlo Tauber (SEAL)



Commonwealth of Virginia )  
County of Richmond ) ss.

I, Henry C. Harrison, a notary public for the  
City aforesaid, in the Commonwealth of Virginia,  
do certify that Dr. Laszlo Tauber, as trustee for the King Street Joint  
Venture and in his personal capacity, whose name is signed to the fore-  
going writing bearing date on the 21st day of October, 1966,  
has acknowledged the same before me in my City aforesaid.

Given unto my hand this 21st day of October, 1966.

Henry C. Harrison  
Notary Public

My commission expires: Sept. 9, 1973

[Notarial Seal]

TAUBER 15086

J.APP. 3515

DEED

THIS DEED, made as of the 31st day of December, 1965, and between Dr. Laszlo Tauber, Trustee, party of the first part, and Dr. Samuel Burtoff, party of the second part:

WITNESSETH:

That in consideration of the sum of One Dollar (\$1.00), acknowledged as paid in hand, the said party of the first part, on behalf of the King Street Joint Venture, a joint venture formed under the laws of the Commonwealth of Virginia and in the process of dissolution, and as record holder of a certain undivided interest in land located in the City of Alexandria, Virginia, which land is hereinafter described, grants unto the said party of the second part all of said party of the first part's right, title and interest in and to a five percent (5%) fee interest in said land.

Said land is described as follows:

All those certain lots or parcels of ground located in the City of Alexandria, Virginia, and more particularly described as follows, to-wit: -

PARCEL ONE:

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turn Pike a corner to the lot of Mrs. Julia T. Klock; thence with the line of Mrs. Klock S. 28° 51' W. 74.4 feet to an iron pipe; thence with another line of Mrs. Klock and the same line continued with Dove N. 77° 48' W. 384.4 feet to an iron pipe set in the E. side of a 12 foot outlet road; a corner to Dove; thence crossing said 12 foot outlet road N. 77° 01' West 12' to an iron pipe in the line of the Green Tract; thence with the line of the Green Tract S. 12° 46' W. 171.18 feet to an iron pipe set in said line a corner to the land of Finisecy; thence with the line of Finisecy S. 58° 22' E. 425.9 feet to an iron pipe set in said line a corner to the lot of W. P. Daniels, Jr.; thence with the line of said Daniels N. 25° 19' E. 329.6

TAUSER 16815

Trial Exhibit  
No. 279.

J.APP. 3516

BEGINNING at a point on the West side of the Leesburg-Alexandria Turn Pike, said point being N. 37° 38' 20" W. 84.30 feet from a pipe marking the corner of the land of Gerard T. Hopkins and Helen G. Hopkins, his wife, the land of Grasshopper Green School, Inc., on the West side of the Leesburg-Alexandria Turn Pike; thence through the land of Gerard T. Hopkins and Helen G. Hopkins, S. 21° 43' 00" W. 72.20 feet to a point; thence through the land of Hopkins N. 83° 42' 10" W. 279.60 feet to a point; thence through the land of Hopkins N. 60° 11' 50" E. 271.33 feet to a point in the West side of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 38° 27' 40" E. 94.73 feet to a point; thence continuing with the West side of said Turn Pike S. 37° 38' 20" E. 18.38 feet to the point of beginning, containing 0.5698 Acres.

LESS AND EXCEPTING all improvements situate on the hereinabove described parcels of land.

Witness the following signatures and seals, this 21st day of

October, 1966.

WITNESSES:

<u>Lucian H. Peters, Jr.</u>	<u>Dr. Laszlo Taber, Trustee</u> (SEAL)
<u>James L. H. [unclear]</u>	<u>Dr. Samuel Burtoff</u> (SEAL)

feet to an iron pipe in the west side of Leesburg-Alexandria Turn Pike, a corner to W. O. Daniels, Sr.; thence with the west side of said Turn Pike N. 30° 22' W. 84.3 feet to beginning, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turn Pike, a corner to the land of the Grass-hopper Green School, Inc.; thence with the line of Grass-hopper Green School, Inc., S. 17° 25' 00" W. 328.62 feet to a point in the northerly line of Eva Figgins; thence with the line of Eva Figgins N. 66° 12' 00" W. 426.01 feet to a point in the easterly line of property of the City of Alexandria, identified as Parcel 3849-01-01-03; thence with the line of property of the City of Alexandria and the same line continued with the Alexandria Land Corporation N. 4° 51' 50" E. 171.80 feet to a point on the easterly line of the Alexandria Land Corporation; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, S. 85° 08' 10" E. 12 feet to a point; thence continuing through the land of the said Gerard T. Hopkins and Helen C. Hopkins S. 85° 42' 10" E. 384.40 feet to a point; thence continuing through the land of Hopkins N. 21° 48' 00" E. 72.20 feet to a point in the West side line of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 37° 38' 20" E. 84.30 feet to the point of beginning, containing 2.5639 acres;

AND

PARCEL TWO:

BEGINNING at a stake or pipe on the Southwesterly side of the Leesburg-Alexandria Turn Pike; thence leaving the Pike S. 67° 20' W. 271.75 feet to a pipe in the line of William O. Daniels; thence with his line N. 78° 34' W. 104.8 feet to easterly side of William O. Daniels 12 feet outlet Road; thence with the said side of the road N. 12° 20' E. 50 feet; thence still with the side of the road N. 75° 20' E. 325.3 feet to the said side of the Pike; thence with the side of the Pike S. 30° 43' E. 55 feet to the beginning, .568 acres, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:

Commonwealth of Virginia )  
City ) ss.  
County of Alexandria )

I, Mary C. Jarman a notary public for the City  
aforesaid, in the Commonwealth of Virginia, do certify that Dr. Laszlo  
Tauber, in his capacity as trustee for the King Street Joint Venture, and  
Dr. Samuel Burtoff, whose names are signed to the foregoing writing  
bearing date on the 21st day of October, 1966, have acknowledged  
the same before me in my City aforesaid.

Given unto my hand this 21st day of October, 1966.

Mary C. Jarman  
Notary Public

My commission expires: Sept 9, 1970

[Notarial Seal]



TAUBER 16818

J.APP. 3519

DEED

THIS DEED, made as of the 31st day of December, 1965, and between Dr. Laszlo Tauber, party of the first part, and the Jefferson Memorial Hospital, Inc., a Maryland Corporation, party of the second part:

WITNESSETH:

That in consideration of the sum of One Dollar (\$1.00), acknowledged as paid in hand, the said party of the first part grants unto the said party of the second part all of said party of the first part's right, title and interest in and to a five percent (5%) fee interest in certain land located in the City of Alexandria and described as follows:

All those certain lots or parcels of ground located in the City of Alexandria, Virginia, and more particularly described as follows, to-wit: -

PARCEL ONE:

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turn Pike a corner to the lot of Mrs. Julia T. Klock; thence with the line of Mrs. Klock S. 28° 51' W. 74.4 feet to an iron pipe; thence with another line of Mrs. Klock and the same line continued with Dove N. 77° 43' W. 384.4 feet to an iron pipe set in the E. side of a 12 foot outlet road; a corner to Dove; thence crossing said 12 foot outlet road N. 77° 01' West 12' to an iron pipe in the line of the Green Tract; thence with the line of the Green Tract S. 12° 46' W. 171.18 feet to an iron pipe set in said line a corner to the land of Finisecy; thence with the line of Finisecy S. 53° 22' E. 425.9 feet to an iron pipe set in said line a corner to the lot of W. P. Daniels, Jr.; thence with the line of said Daniels N. 35° 19' E. 329.6

Trial Exhibit  
No. 280.

TAUBER 15062

J.APP. 3520

feet to an iron pipe in the west side of Leesburg-Alexandria Turn Pike, a corner to W. C. Daniels, Sr.; thence with the west side of said Turn Pike N. 30° 22' W. 84.3 feet to beginning, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turn Pike, a corner to the land of the Grasshopper Green School, Inc.; thence with the line of Grasshopper Green School, Inc., S. 17° 25' 00" W. 328.62 feet to a point in the northerly line of Eva Figgins; thence with the line of Eva Figgins N. 66° 12' 00" W. 426.01 feet to a point in the easterly line of property of the City of Alexandria, identified as Parcel 3849-01-01-03; thence with the line of property of the City of Alexandria and the same line continued with the Alexandria Land Corporation N. 4° 51' 50" E. 171.80 feet to a point on the easterly line of the Alexandria Land Corporation; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, S. 85° 08' 10" E. 12 feet to a point; thence continuing through the land of the said Gerard T. Hopkins and Helen C. Hopkins S. 85° 42' 10" E. 384.40 feet to a point; thence continuing through the land of Hopkins N. 21° 48' 00" E. 72.20 feet to a point in the West side line of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 37° 38' 20" E. 84.30 feet to the point of beginning, containing 2.5639 acres;

AND

PARCEL TWO:

BEGINNING at a stake or pipe on the Southwesterly side of the Leesburg-Alexandria Turn Pike; thence leaving the Pike S. 67° 20' W. 271.75 feet to a pipe in the line of William O. Daniels; thence with his line N. 78° 34' W. 104.8 feet to easterly side of William O. Daniels 12 feet outlet Road; thence with the said side of the road N. 12° 20' E. 50 feet; thence still with the side of the road N. 75° 20' E. 325.3 feet to the said side of the Pike; thence with the side of the Pike S. 30° 43' E. 55 feet to the beginning, .568 acres, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:

BEGINNING at a point on the West side of the Leesburg-Alexandria Turn Pike, said point being N. 37° 38' 20" W. 84.30 feet from a pipe marking the corner of the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, the land of Grasshopper Green School, Inc., on the West side of the Leesburg-Alexandria Turn Pike; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, S. 21° 43' 00" W. 72.20 feet to a point; thence through the land of Hopkins N. 85° 42' 10" W. 279.60 feet to a point; thence through the land of Hopkins N. 60° 11' 50" E. 271.33 feet to a point in the West side of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 38° 27' 40" E. 94.78 feet to a point; thence continuing with the West side of said Turn Pike S. 37° 38' 20" E. 18.38 feet to the point of beginning, containing 0.5698 Acres.

LESS AND EXCEPTING all improvements situate on the hereinabove described parcels of land.

Witness the following signatures and seals, this 2<sup>nd</sup> day of

October, 1966.

WITNESS:

Dr. Laszlo Tauber

Dr. Laszlo Tauber

(SEAL)

Dr. Laszlo Tauber

ATTEST:

Jefferson Memorial Hospital Inc.

James H. Fleming  
Secretary

Dr. Laszlo Tauber  
President

(SEAL)



Commonwealth of Virginia )  
County of Richmond ) ss.

I, Charles D. Tauber, a notary public for the State  
aforesaid, in the Commonwealth of Virginia, do certify that Dr. Laszlo  
Tauber, in his personal capacity and as president of the Jefferson Memo-  
rial Hospital, Inc., and J. Lee W. W. W. W. W. as secretary of  
Jefferson Memorial Hospital, Inc., whose names are signed to the fore-  
going writing bearing date on the 7th day of October, 1966,  
have acknowledged the same before me in my office aforesaid.

Given unto my hand this 21st day of October, 1966.

Charles D. Tauber  
Notary Public

My commission expires: 1967

[Notarial Seal]

TAUBER 15065

J.APP. 3523

DEED

THIS DEED, made as of the 31st day of December, 1965, and between Dr. Laszlo Tauber, party of the first part, and The Tauber Foundation, party of the second part:

WITNESSETH:

That in consideration of the sum of One Dollar (\$1.00), acknowledged as paid in hand, the said party of the first part grants unto the said party of the second part all of said party of the first part's right, title and interest in and to a ten percent (10%) fee interest in certain land located in the City of Alexandria, Virginia and described as follows:

All those certain lots or parcels of ground located in the City of Alexandria, Virginia, and more particularly described as follows, to-wit: -

PARCEL ONE:

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turn Pike a corner to the lot of Mrs. Julia T. Klock; thence with the line of Mrs. Klock S. 28° 51' W. 74.4 feet to an iron pipe; thence with another line of Mrs. Klock and the same line continued with Dove N. 77° 43' W. 384.4 feet to an iron pipe set in the E. side of a 12 foot outlet road; a corner to Dove; thence crossing said 12 foot outlet road N. 77° 01' West 12' to an iron pipe in the line of the Green Tract; thence with the line of the Green Tract S. 12° 46' W. 171.18 feet to an iron pipe set in said line a corner to the land of Finisecy; thence with the line of Finisecy S. 58° 22' E. 425.9 feet to an iron pipe set in said line a corner to the lot of W. P. Daniels; thence with the line of said Daniels N. 25° 19' E. 329.6

Trial Exhibit  
No. 281.

TAUBER 15055

J.APP.3524

feet to an iron pipe in the west side of Leesburg-Alexandria Turn Pike, a corner to W. O. Daniels, Sr.; thence with the west side of said Turn Pike N. 30° 22' W. 34.3 feet to beginning, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turn Pike, a corner to the land of the Grass-hopper Green School, Inc.; thence with the line of Grass-hopper Green School, Inc., S. 17° 25' 00" W. 323.62 feet to a point in the northerly line of Eva Figgins; thence with the line of Eva Figgins N. 66° 12' 00" W. 426.01 feet to a point in the easterly line of property of the City of Alexandria, identified as Parcel 3849-01-01-03; thence with the line of property of the City of Alexandria and the same line continued with the Alexandria Land Corporation N. 4° 51' 50" E. 171.80 feet to a point on the easterly line of the Alexandria Land Corporation; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, S. 85° 08' 10" E. 12 feet to a point; thence continuing through the land of the said Gerard T. Hopkins and Helen C. Hopkins S. 85° 42' 10" E. 384.40 feet to a point; thence continuing through the land of Hopkins N. 21° 48' 00" E. 72.20 feet to a point in the West side line of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 37° 38' 20" E. 84.30 feet to the point of beginning, containing 2.5639 acres;

AND

PARCEL TWO:

BEGINNING at a stake or pipe on the Southwesterly side of the Leesburg-Alexandria Turn Pike; thence leaving the Pike S. 67° 20' W. 271.75 feet to a pipe in the line of William O. Daniels; thence with his line N. 78° 34' W. 104.8 feet to easterly side of William O. Daniels 12 feet outlet Road; thence with the said side of the road N. 12° 20' E. 50 feet; thence still with the side of the road N. 75° 20' E. 325.3 feet to the said side of the Pike; thence with the side of the Pike S. 30° 43' E. 55 feet to the beginning, .568 acres, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:

BEGINNING at a point on the West side of the Leesburg-Alexandria Turn Pike, said point being N. 37° 38' 20" W. 84.30 feet from a pipe marking the corner of the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, the land of Grasshopper Green School, Inc., on the West side of the Leesburg-Alexandria Turn Pike; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, S. 21° 48' 00" W. 72.20 feet to a point; thence through the land of Hopkins N. 85° 42' 10" W. 279.60 feet to a point; thence through the land of Hopkins N. 60° 11' 50" E. 271.33 feet to a point in the West side of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 38° 27' 40" E. 94.78 feet to a point; thence continuing with the West side of said Turn Pike S. 37° 38' 20" E. 18.38 feet to the point of beginning, containing 0.5698 Acres.

LESS AND EXCEPTING all improvements situate on the hereinabove described parcels of land.

Witness the following signatures and seals, this 21st day of

October, 1966

WITNESS:

[Signature]

[Signature]  
Dr. Laszlo Tauber

(SEAL)

ATTEST:

[Signature]

The Tauber Foundation

By [Signature]

(SEAL)

Commonwealth of Virginia )  
City of ) ss.

I, Shirley C. James, a notary public for the  
City of aforesaid, in the Commonwealth of Virginia, do  
certify that Dr. Laszlo Tauber, in his personal capacity and as  
President of The Tauber Foundation, and  
as President of The Tauber Foundation, whose names are  
signed to the foregoing writing bearing date on the 11th day of October,  
1966, have acknowledged the same before me in my City of  
aforesaid.

Given unto my hand this 11th day of October,  
1966.

Shirley C. James  
Notary Public

My commission expires Sept 11 1970

[Notarial Seal]

TAUBER 15058

DEED

THIS DEED, made as of the 1st day of January, 1966, and between Dr. Laszlo Tauber, party of the first part, and The Tauber Foundation, party of the second part:

WITNESSETH:

That in consideration of the sum of One Dollar (\$1.00), acknowledged as paid in hand, the said party of the first part, grants unto the said party of the second part all of said party of the first part's right, title and interest in and to a fifteen percent (15%) fee interest in a certain land located in the City of Alexandria, Virginia and described as follows:

All those certain lots or parcels of ground located in the City of Alexandria, Virginia, and more particularly described as follows, to-wit: -

PARCEL ONE:

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turn Pike a corner to the lot of Mrs. Julia T. Klock; thence with the line of Mrs. Klock S. 28° 51' W. 74.4 feet to an iron pipe; thence with another line of Mrs. Klock and the same line continued with Dove N. 77° 48' W. 384.4 feet to an iron pipe set in the E. side of a 12 foot outlet road; a corner to Dove; thence crossing said 12 foot outlet road N. 77° 01' West 12' to an iron pipe in the line of the Green Tract; thence with the line of the Green Tract S. 12° 46' W. 171.18 feet to an iron pipe set in said line a corner to the land of Finisecy; thence with the line of Finisecy S. 58° 22' E. 425.9 feet to an iron pipe set in said line a corner to the lot of W. P. Daniels, Jr.; thence with the line of said Daniels N. 25° 19' E. 329.6

Trial Exhibit  
No. 287.

TAUBER

feet to an iron pipe in the west side of Leesburg-Alexandria Turn Pike, a corner to W. O. Daniels, Sr.; thence with the west side of said Turn Pike N. 30° 22' W. 84.3 feet to beginning, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turn Pike, a corner to the land of the Grasshopper Green School, Inc.; thence with the line of Grasshopper Green School, Inc., S. 17° 25' 00" W. 328.62 feet to a point in the northerly line of Eva Figgins; thence with the line of Eva Figgins N. 66° 12' 00" W. 426.01 feet to a point in the easterly line of property of the City of Alexandria, identified as Parcel 3849-01-01-03; thence with the line of property of the City of Alexandria and the same line continued with the Alexandria Land Corporation N. 4° 51' 50" E. 171.80 feet to a point on the easterly line of the Alexandria Land Corporation; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, S. 85° 08' 10" E. 12 feet to a point; thence continuing through the land of the said Gerard T. Hopkins and Helen C. Hopkins S. 85° 42' 10" E. 384.40 feet to a point; thence continuing through the land of Hopkins N. 21° 48' 00" E. 72.20 feet to a point in the West side line of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 37° 38' 20" E. 84.30 feet to the point of beginning, containing 2.5639 acres;

AND

PARCEL TWO:

BEGINNING at a stake or pipe on the Southwesterly side of the Leesburg-Alexandria Turn Pike; thence leaving the Pike S. 67° 20' W. 271.75 feet to a pipe in the line of William O. Daniels; thence with his line N. 78° 34' W. 104.8 feet to easterly side of William O. Daniels 12 feet outlet Road; thence with the said side of the road N. 12° 20' E. 50 feet; thence still with the side of the road N. 75° 20' E. 325.3 feet to the said side of the Pike; thence with the side of the Pike S. 30° 43' E. 55 feet to the beginning, .568 acres, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:

BEGINNING at a point on the West side of the Leesburg-Alexandria Turn Pike, said point being N. 37° 38' 20" W. 84.30 feet from a pipe marking the corner of the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, the land of Grasshopper Green School, Inc., on the West side of the Leesburg-Alexandria Turn Pike; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, S. 21° 48' 00" W. 72.20 feet to a point; thence through the land of Hopkins N. 85° 42' 10" W. 279.60 feet to a point; thence through the land of Hopkins N. 60° 11' 50" E. 271.33 feet to a point in the West side of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 38° 27' 40" E. 94.78 feet to a point; thence continuing with the West side of said Turn Pike S. 37° 38' 20" E. 18.38 feet to the point of beginning, containing 0.5698 Acres.

LESS AND EXCEPTING all improvements situate on the hereinabove described parcels of land.

Witness the following signatures and seals, this 21st day of

October, 1966.

WITNESS:

Robert L. Peters

Dr. Laszlo Tauber

(SEAL)

ATTEST:

David Kuhn

The Tauber Foundation

By Dr. Laszlo Tauber (SEAL)



Commonwealth of Virginia )

County of Loudoun )

ss.

I, James C. [Signature], a notary public for the  
State of Virginia aforesaid, in the Commonwealth of Virginia, do  
certify that Dr. Laszlo Tauber, in his personal capacity and as  
President of The Tauber Foundation, and  
as President of The Tauber Foundation, whose names are  
signed to the foregoing writing bearing date on the 21st day of October,  
1966, have acknowledged the same before me in my State  
aforesaid.

Given unto my hand this 21st day of October,  
1966.

[Signature]  
Notary Public

My commission expires: Sept. 4, 1977

[Notarial Seal]

TAUBER 15072

J.APP. 3531

THIS LEASE AGREEMENT is made as of this 1st day of January, 1986, by and between Leslie Gendow, Samuel Burtoff and The Tauber Foundation, (hereinafter called LANDLORD) and Jefferson Memorial Hospital, Inc., (hereinafter called TENANT).

LANDLORD, for and in consideration of the rental herein provided to be paid by TENANT and the covenants, conditions and agreements herein contained on the part of the TENANT to be paid, kept and performed, does hereby let and rent to TENANT and TENANT does hereby take and hire as tenant of the LANDLORD the premises hereinafter described for the TERM and at the rental and upon the terms and conditions all as hereinafter stated:

I. Preliminary Provisions

1.1 Landlord. Leslie Gendow, Samuel Burtoff and The Tauber Foundation, as LANDLORD, are the legal and equitable owners of the LEASED PREMISES and their title to the LEASED PREMISES will be placed on record within a reasonable period of time. LANDLORD warrants that LANDLORD has full right and power to make this Lease without the consent or agreement of any other person. Each party hereto who is a LANDLORD hereby waives any right (whether statutory or common law) to seek a partition of the LEASED PREMISES; provided, however, that such waiver shall not be effective at such time or times as the LEASED PREMISES or any part thereof is no longer held for use in any manner as a hospital and/or for related purposes. The LEASED PREMISES consist of an eighty percent (80%) undivided interest in certain property hereinafter described, which interest is owned by the parties who are the LANDLORD as tenants in common and in the following proportions: Leslie Gendow (50%), Samuel Burtoff (5%) and The Tauber Foundation (23%). The remaining twenty percent (20%) undivided interest in said property is owned by the Tenant.

\*Words in capital letter are specifically defined. See Section 12.1

PREMISES are hereby granted to TENANT during the TERM, but subject to all requirements and limitations, from time to time, of GOVERNMENTAL AUTHORITIES, it being understood that if GOVERNMENTAL AUTHORITIES terminate or restrict any rights to use areas described in Section 2.2 which extend beyond the land area described in Section 2.1, LANDLORD shall have no liability to TENANT by reason thereof and that TENANT will pay all charges with respect thereto.

2.3 LANDLORD warrants that LANDLORD is seised in fee simple of the LEASED PREMISES, that LANDLORD's title thereto is good of record and in fact, marketable and free of all encumbrances, restrictions, or liens of any kind, except as otherwise provided in Section 7.1.

2.4 LANDLORD warrants that if and so long as TENANT shall not be in default hereunder, TENANT shall quietly hold, occupy and enjoy the LEASED PREMISES and all rights relating thereto during the TERM, without hindrance, ejection, or molestation by LANDLORD or any party claiming by, through or under LANDLORD.

### III. Term

3.1 The TERM of this Lease shall commence on the LEASE COMMENCEMENT DATE specified in Section 1.4 and shall continue thereafter, unless sooner terminated in accordance with the provisions hereof, for Ninety-nine (99) years following such date. LANDLORD shall give TENANT possession of the LEASED PREMISES on the LEASE COMMENCEMENT DATE.

3.2 If any rights or obligations hereunder (whether relating to payment of ANNUAL BASIC RENTAL, payment of IMPOSITIONS, or to any other provision of this Lease) relate to a period in part before the LEASE COMMENCEMENT DATE, or in part after the date of termination of the TERM, appropriate adjustments and prorrations shall be made.

3.3 On or before the last day of the TERM, or upon the sooner termination of the Lease, TENANT shall peaceably and quietly leave, surrender and yield up to the LANDLORD the LEASED PREMISES, together with all IMPROVEMENTS (if any) thereon, broom clean and in good order and condition, reasonable wear and tear of IMPROVEMENTS excepted; TENANT shall have the right to remove TENANT's personal property.

#### IV. Rent

##### 4.1 ANNUAL BASIC RENTAL.

(1) TENANT, in consideration of this LEASE, covenants and agrees to pay unto LANDLORD, in lawful money of the United States of America, during each LEASE YEAR, an ANNUAL BASIC RENTAL, in the amount specified in Section 1.5, commencing on the LEASE COMMENCEMENT DATE and continuing thereafter during the entire TERM. Said ANNUAL BASIC RENTAL shall be payable in equal monthly installments in advance on or before the first day of each and every calendar month. The ANNUAL BASIC RENTAL shall be paid in addition to and over and above all other payments to

be made by TENANT hereinafter provided. Except as may be otherwise herein specifically provided, the ANNUAL BASIC RENTAL shall be paid to LANDLORD without notice or demand and without abatement, deduction, or set-off of any kind. Each LEASE YEAR shall be an annual period commencing on the anniversary date of the LEASE COMMENCEMENT DATE; the first LEASE YEAR commences on the LEASE COMMENCEMENT DATE. Appropriate proration shall be made if the LEASE COMMENCEMENT DATE or the date of termination of the Lease is not on the first day of a month.

(2) The formula for increases and subsequent decreases, if any, of the ANNUAL BASIC RENTAL, shall be based on the fluctuations in the "Wholesale Price Index, All Commodities (1957-59 Cost Equals 100)" of the United States Department of Labor's Bureau of Labor Statistics, hereinafter called the Cost of Living Index (C.L.I.). On each tenth (10th) anniversary of the LEASE COMMENCEMENT DATE the ANNUAL BASIC RENTAL for the next ten (10) LEASE YEARS shall be recomputed by multiplying the ANNUAL BASIC RENTAL specified in Section 1.5 by a fraction, the denominator of which shall be the C.L.I. for the month in which the LEASE COMMENCEMENT DATE occurs, and the numerator of which shall be the C. L.I. for the month in which said tenth (10th) anniversary of the LEASE COMMENCEMENT DATE occurs, except that in no event will the ANNUAL BASIC RENTAL be less than the amount specified in Section 1.5.

- 4(a) -

(1) Payment by Tenant. As part of the consideration for this Lease and as additional rent and subject to all of the provisions hereof, TENANT covenants and agrees, commencing on the LEASE COMMENCEMENT DATE and at all times during the TERM, at TENANT's own cost and expense, to pay, as the same become due and payable and before any fine, penalty, interest or other charge which may be added thereto for the nonpayment thereof, all taxes, license and permit fees, charges for public utilities of any kind, and obligations for any and all other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including, but not limited to, assessments for sidewalks, streets, sewers, water, or any other public improvements, and any other improvements or benefits which shall, during the TERM hereof be made, assessed, levied, or imposed upon, or become due and payable in connection with, or a lien upon, the LEASED PREMISES, or any part thereof, or IMPROVEMENTS thereon, or upon this Lease (all of such items being herein referred to as an IMPOSITION), except that any such amounts properly allocable to periods before or after the TERM shall not be payable by TENANT and shall be equitably apportioned between LANDLORD and TENANT. LANDLORD agrees promptly to send to the TENANT copies of any notices in respect of any such IMPOSITION. TENANT covenants to furnish to LANDLORD, upon specific request in each instance, official receipts of the proper taxing of other GOVERNMENTAL AUTHORITIES or other proof satisfactory to LANDLORD, evidencing the full payment of any and all such IMPOSITION.

(2) Installment Payments. If, by law, any IMPOSITION may be paid, at the option of the taxpayer, in installments (whether or not interest accrues thereon) TENANT may pay the same in installments.

(3) Limits of Tax Liability. The provisions of this lease shall not be deemed to require TENANT to pay any tax on the rental paid to LANDLORD, or any inheritance, estate, succession or transfer taxes under any existing or future laws of the United States of America, or of any other country, or of any jurisdiction therein, that may be payable by reason of the devolution by descent or testamentary provision of the LANDLORD's estate in the LEASED PREMISES, and TENANT shall not be required to pay any income, gift or capital levy or excess profits tax that may be payable by LANDLORD under any existing or future tax law of the United States or of any jurisdiction therein.

(4) Tenant's Right to Contest. TENANT shall have the right, if TENANT disputes the amount or validity of any IMPOSITION upon the LEASED PREMISES and IMPROVEMENTS thereon (whether in respect of the amount of tax assessment or otherwise) to contest, and defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid the same; provided, however, that such contest shall be prosecuted to a final conclusion as speedily as is reasonably possible. Any rebate made on account of any IMPOSITION paid by TENANT, shall belong and be paid to TENANT. LANDLORD agrees to render TENANT all reasonable assistance, at no expense to LANDLORD, in contesting the validity

or amount of any IMPOSITION, including joining in the execution of any documents, or the signing of any protests or pleadings, which the TENANT may file. During any such contest, the TENANT shall (by payment of such disputed IMPOSITION, if necessary) prevent any foreclosure of, or any divesting thereby, of the LANDLORD's title, reversion or other interest in or to the LEASED PREMISES, and will further (by the payment of such disputed IMPOSITION, if necessary) prevent the public sale or enforcement of any lien for any such IMPOSITION.

V. Use and Occupancy

5.1 (1) Use of Leased Premises. TENANT shall have the right to use the LEASED PREMISES, either alone or in connection with any other property, for any lawful purpose. TENANT agrees not to commit waste on the LEASED PREMISES and not to use the LEASED PREMISES for any unlawful purpose, or in violation of any certificate of occupancy, or for any purpose which may constitute a nuisance, public or private, nor suffer any dangerous article to be brought on the LEASED PREMISES unless safeguarded as required by law. TENANT agrees reasonably, promptly and effectively to comply with all applicable and lawful statutes, regulations, rules, ordinances, orders and requirements of any public official or agency having jurisdiction in respect of the LEASED PREMISES (herein referred to as GOVERNMENTAL AUTHORITIES). LANDLORD agrees to promptly give notice to TENANT of any notice from GOVERNMENTAL AUTHORITIES in respect of the LEASED PREMISES. TENANT may, in good faith, dispute



the validity of any complaint or action taken pursuant to or under color of any of the foregoing, defend against the same, and, in good faith, diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. TENANT agrees that any such contest shall be prosecuted to a final conclusion as speedily as possible, and TENANT will save the LANDLORD harmless with respect to any actions taken by any GOVERNMENTAL AUTHORITIES with respect thereto.

(2) Governmental Restrictions. LANDLORD agrees, within five (5) days after receipt of written request from TENANT, to join in any and all applications for zoning and rezoning (but not less in density, use and classification than now existing) and for permits, licenses, or other authorizations or other documents required by any GOVERNMENTAL AUTHORITIES in connection with any work which TENANT may do hereunder or in connection with any permitted use by the TENANT under the Lease, either alone or in conjunction with other premises, including, but not limited to, the right to construct IMPROVEMENTS, and will also join in any grants, or easements for electric, telephone, gas, water, sewer and other public utilities and facilities, or access roads, or other facilities useful and/or necessary to any permitted use of the LEASED PREMISES, or the IMPROVEMENTS or the construction thereof, including but not limited to occupancy permits; and will also join in any proceeding to close any public alleys adjacent to the LEASED PREMISES, it being agreed that the portion of such alley which accrues to the

LEASED PREMISES shall accrue to LANDLORD as owner of the LEASED PREMISES and shall be considered to be leased hereunder and shall constitute part of the LEASED PREMISES; and if, at the expiration of such five (5) day period LANDLORD shall not have joined in any such document, TENANT shall have the right to execute such document in the name of LANDLORD and, for that purpose, LANDLORD hereby irrevocably appoints TENANT as attorney-in-fact to execute such document on behalf of LANDLORD.

(3) Maintenance and Repairs. Throughout the TERM, TENANT shall, at TENANT's sole cost and expense, keep the LEASED PREMISES and IMPROVEMENTS (if any) in good order and condition and shall make or cause to be made all necessary repairs, alterations and/or replacements thereto, interior, exterior, structural and nonstructural, reasonable wear and tear excepted. All such repairs, alterations and replacements shall be equal in quality to the original work. TENANT shall, at TENANT's sole cost and expense, keep the sidewalks, curbs, entrances, passageways and areas adjoining or appurtenant to the LEASED PREMISES in a clean and orderly condition, free of snow, ice, rubbish and obstructions. LANDLORD shall have no responsibility whatsoever in respect of maintenance or repair, it being intended that TENANT shall have full responsibility for the LEASED PREMISES. TENANT will hold LANDLORD harmless with respect to any liability in respect of maintenance or repair.

(4) Right to Enter. LANDLORD and any MORTGAGEE shall have access to the LEASED PREMISES and the IMPROVEMENTS in company with an agent of TENANT at any and all reasonable times for

1081-50  
the purpose of inspecting the LEASED PREMISES, or for the purpose of carrying out the landlord's rights described in Section 12.4 subject to the security requirements of any tenant or subtenant in possession.

VI. Improvements

6.1 Construction. TENANT shall have the right at any time and from time to time, as often and frequently as TENANT wishes, during the TERM, to construct such buildings, structures or improvements as TENANT, in TENANT's sole discretion, shall deem appropriate, without the necessity of securing LANDLORD's permission or consent (which buildings, structures, or improvements are herein referred to as IMPROVEMENTS). Such IMPROVEMENTS may be constructed solely upon the LEASED PREMISES, or may be a single building partly upon the LEASED PREMISES and partly upon other real property or properties in which TENANT has an interest, and LANDLORD agrees to execute appropriate documents required by GOVERNMENTAL AUTHORITIES in respect thereof (including, but not limited to, a single lot designation, if required).

6.2 Demolition. Except during the last 15 years of the TERM, TENANT shall have the right at any time and from time to time, as often and frequently as TENANT wishes, during the TERM, to demolish, tear down, or otherwise remove, and to make such changes, repairs and alterations, structural or otherwise, to IMPROVEMENTS (including any improvements thereon on the LEASE COMMENCEMENT DATE) as TENANT, in TENANT's sole discretion, shall

deem appropriate, without the necessity of securing LANDLORD's permission or consent. Costs of razing any IMPROVEMENTS shall be borne by TENANT and TENANT shall be entitled to the salvage value, if any, therefrom.

6.3 Replacement Improvements. The aforesaid right of TENANT to construct IMPROVEMENTS upon the LEASED PREMISES set forth in Section 6.1 shall extend not only to INITIAL IMPROVEMENTS (the IMPROVEMENTS first constructed by TENANT after the LEASE COMMENCEMENT DATE), but also shall include the right, at any time and from time to time, to demolish INITIAL IMPROVEMENTS and REPLACEMENT IMPROVEMENTS (IMPROVEMENTS replacing prior IMPROVEMENTS constructed by TENANT) and to construct REPLACEMENT IMPROVEMENTS upon the LEASED PREMISES.

6.4 Alterations. TENANT shall have the right, at any time and from time to time, as often and frequently as TENANT wishes, to make such changes, repairs and alterations, structural or otherwise, to IMPROVEMENTS as TENANT in TENANT's sole discretion shall deem necessary or desirable, without the necessity of securing LANDLORD's permission or consent.

6.5 Tenant Ownership. Title to all IMPROVEMENTS erected by TENANT on the LEASED PREMISES shall be in and remain in TENANT for and during the entire TERM, but upon the termination of the TERM (except termination resulting from a TAKING), shall vest in LANDLORD.

6.6 Quality. Any IMPROVEMENTS and any maintenance and repair work, alterations, replacements and additions in connection therewith shall be of first class quality.

6.7 Lien. TENANT shall have no authority, express or implied (except as otherwise provided in Section 7.2) to create or place any lien or encumbrance, of any kind or nature whatsoever, upon, or in any manner to bind the interest of LANDLORD in the LEASED PREMISES. TENANT covenants and agrees promptly to pay all sums legally due and payable by TENANT on account of any labor performed or on account of any material supplied on the LEASED PREMISES as to which any lien is or legally can be asserted against TENANT's leasehold interest in the LEASED PREMISES or the IMPROVEMENTS.

VII. Encumbrances

7.1 Landlord Encumbrances

(1) Existing Encumbrances. LANDLORD warrants that the LEASED PREMISES are free of all encumbrances, except for current taxes, water rent and sewer service charges, and except that the LEASED PREMISES are leased subject to existing mortgages described in the Annex attached hereto and made a part hereof.

(2) Landlord Security Interest. Any security interest with respect to the fee of the LEASED PREMISES hereinafter created by LANDLORD (except a FEE MORTGAGE placed pursuant to Section 7.2) shall be subject to TENANT's interest under this Lease, to any succeeding lease made pursuant to Paragraph 7.3(6), and to any LEASEHOLD MORTGAGE.

7.2 Tenant Right to Require Landlord to Mortgage

The Rec.

(1) Tenant Loan. Provided that all of the conditions set forth in this Paragraph 7.2(1) are met, TENANT shall have the right, at any time or from time to time, at TENANT's own expense, to obtain a loan, or to extend or replace such loan or to obtain a new loan, which shall be secured by a FIRST MORTGAGE (either on the LEASED PREMISES alone or on the LEASED PREMISES together with any other real property or properties in which the TENANT has an interest) provided that all of the following conditions are met:

(a) LANDLORD shall have no personal liability with respect to any such note or MORTGAGE, the sole recourse of the MORTGAGEE being against the LEASED PREMISES and/or against the TENANT:

(b) Such loan shall be secured by a FIRST MORTGAGE:

(c) Such loan shall be in such sum as may be obtained from an INSTITUTIONAL LENDER (bank, savings bank, trust company, savings and loan association, insurance company, college, university, pension or profit sharing trust, retirement or welfare fund, real estate investment trust or similar institutional lender, including loans insured by or guaranteed by the Federal Housing Administration or other agency of the United States Government;

(d) The maturity date of any such loan will not extend beyond the TERM;

1081-54  
(c) The interest rate payable upon such loan

will not exceed four (4) percentage points above the rediscount rate for member banks established by the Federal Reserve Bank of New York, prevailing at the time such loan is obtained, extended, renewed or modified;

(c) Payments of principal and interest on such loan will be in monthly, quarterly, semi-annual or annual installments, will be payable in such manner that the loan will be self-amortizing by the date of maturity of the loan, and each payment of principal and interest (including the last payment at maturity) will be a level payment.

The parties hereto desire to facilitate the obtaining by the TENANT of appropriate financing and replacements thereof. The rights contained in this Paragraph 7.2(1) are a major and material inducement to TENANT to enter into the Lease. The phrase FIRST MORTGAGE, as used in this Lease, means a first mortgage satisfying all of the requirements of Paragraph 7.2(1). The phrase MORTGAGE includes a deed of trust or other security instrument evidencing a security interest in real estate as security for a debt. The phrase MORTGAGEE means the holder of record of a MORTGAGE. The phrase FEE MORTGAGE means a MORTGAGE placed pursuant to this Section 7.2 and the phrase FEE MORTGAGEE means the MORTGAGEE thereof.

(2) LANDLORD to Join. At such time or times as the TENANT places a loan secured by a FIRST MORTGAGE as described in Section 7.2(1), and thereafter, when the TENANT is extending or replacing such loan, or placing a new loan, LANDLORD agrees properly to join in the manner required in each such FIRST MORTGAGE

and/or conversion agreement, solely for the purpose of mortgaging and subjecting the right, title and interest of LANDLORD in the fee of the LEASED PREMISES and any IMPROVEMENTS thereon to the lien, or the continuation or replacement of the lien of such FIRST MORTGAGE, or to the lien of a new FIRST MORTGAGE, provided, always, that all of the provisions of Paragraph 7.2(1) are met with respect thereto. LANDLORD further agrees to execute, acknowledge and deliver such instruments in the proper manner as are necessary to mortgage and subject the right, title and interest of the LANDLORD in the fee title to the LEASED PREMISES and all IMPROVEMENTS thereon to the lien of any such MORTGAGE and/or the continuation of any such lien or the lien of any new MORTGAGE, subject to the provisions hereof. LANDLORD hereby irrevocably appoints TENANT as attorney-in-fact to execute such papers on LANDLORD's behalf in the event that LANDLORD fails or refuses to execute such papers upon five (5) days' notice from TENANT.

(3) Proceeds of MORTGAGE. The proceeds of any such MORTGAGE loan referred to in this Section 7.2 shall be paid to and become the property of the TENANT.

(4) Expenses. TENANT agrees to pay all charges and expenses for securing and making any such loan, mortgages, extensions and/or renewals, including all brokerage, commission charges, fees for examination of title, or attorney's fees for drawing papers in connection therewith, recording fees, and such other costs and expenses as the MORTGAGES may require to be paid with respect to any such FIRST MORTGAGE.



7.3 Leasehold Mortgage.

(1) Right of Tenant. TENANT shall have the right and privilege of mortgaging and otherwise encumbering TENANT's entire leasehold interest, in whole or in part, in the LEASED PREMISES, including the TENANT's interest in IMPROVEMENTS thereon, and/or any part thereof, as security for the performance of TENANT's obligations under such mortgage or other encumbrance, it being understood at all times that LANDLORD's fee ownership of the LEASED PREMISES may be encumbered by TENANT only pursuant to the provisions of Section 7.2, and may not be encumbered by TENANT pursuant to the provisions of this Section 7.3, the rights of TENANT under this Section 7.3 being solely to encumber or mortgage TENANT's interest in this LEASE. Any such MORTGAGE placed pursuant to this Section 7.3 is herein referred to as a LEASEHOLD MORTGAGE. The phrase LEASEHOLD MORTGAGEE shall mean the holder of record of any LEASEHOLD MORTGAGE.

(2) Notice to Landlord. Upon the placing or assignment of a LEASEHOLD MORTGAGE, TENANT, or the LEASEHOLD MORTGAGEE, shall notify LANDLORD thereof, in the manner herein provided for giving of notice to LANDLORD, and of the address of the LEASEHOLD MORTGAGEE to which notices shall be sent. So long as a LEASEHOLD MORTGAGE is in effect as to which such notice has been given, no termination, alteration, amendment or modification of this Lease shall be made without the prior written consent of such LEASEHOLD MORTGAGEE.

(3) Notice to Leasehold Mortgagee. When giving notice to TENANT with respect to any EVENT OF DEFAULT in accordance with Article XI, LANDLORD will also serve a copy of such notice upon each LEASEHOLD MORTGAGEE as to which TENANT has received notice from LANDLORD, and no such notice to TENANT shall be effective unless a copy of such notice is served upon the LEASEHOLD MORTGAGEE in the manner herein provided for the giving of notice to the LEASEHOLD MORTGAGEE. Each LEASEHOLD MORTGAGEE will have the same period after the giving of said notice to said LEASEHOLD MORTGAGEE for remedying the default, or causing the same to be remedied, as is given the TENANT after notice to the TENANT.

(4) Default by TENANT. Upon the occurrence of any EVENT OF DEFAULT, as defined in Article XI, each LEASEHOLD MORTGAGEE shall have the right to make good such default, whether the same consists of failure to pay ANNUAL BASIC RENTAL, additional rent, or failure to make any other payment or to perform any other matter or thing which TENANT is hereby required to do or perform, and LANDLORD shall accept such performance on the part of the LEASEHOLD MORTGAGEE as though the same had been done or performed by TENANT. In the case of any default by TENANT, other than in the payment of money, hereunder, LANDLORD will take no action to effect a termination of the TERM pursuant to Article XI without first giving to the LEASEHOLD MORTGAGEE reasonable time within which either (1) to obtain possession of the LEASED PREMISES (including possession by a receiver) and cure such default, in the case of a default which is susceptible of being

cured when the LEASEHOLD MORTGAGEE has obtained possession, or (11) to institute foreclosure proceedings and complete such foreclosure, or otherwise acquire the TENANT's interest under this lease, with diligence and continuity, in the case of a default which is not so susceptible of being cured by the LEASEHOLD MORTGAGEE; provided, however, that the LEASEHOLD MORTGAGEE shall not be required to continue such possession or continue such foreclosure proceedings if the default which would have been the reason for effecting a termination of the Lease shall be cured; and provided, further, that nothing herein shall preclude the LANDLORD from exercising any rights and remedies under this Lease with respect to any other default by TENANT during any period of such forbearance, subject to the provisions hereof.

(5) Foreclosure. Any LEASEHOLD MORTGAGEE may become the legal owner and holder of this Lease by foreclosure of its LEASEHOLD MORTGAGE, or as a result of the assignment of this Lease in lieu of foreclosure, whereupon such LEASEHOLD MORTGAGEE shall immediately become and remain liable under this Lease (subject to the provisions of Article XI) so long as (but no longer than) such LEASEHOLD MORTGAGEE is in or entitled to possession of the LEASED PREMISES.

(6) New Lease. In the event of termination of this Lease, or of any succeeding lease made pursuant to the provisions of this Paragraph (6) prior to its stated expiration date, LANDLORD will enter into a NEW LEASE of the LEASED PREMISES with the LEASEHOLD MORTGAGEE, or, at the request of such LEASEHOLD MORTGAGEE, to

a corporation formed by or on behalf of such LEASEHOLD MORTGAGEE, or by and on behalf of the holders of notes or bonds secured by the LEASEHOLD MORTGAGE held by such LEASEHOLD MORTGAGEE, or, at the request of such LEASEHOLD MORTGAGEE, to such other persons as such LEASEHOLD MORTGAGEE shall designate, for the remainder of the TERM, effective as at the date of such termination of such prior lease, at the ANNUAL BASIC RENTAL, additional rental, and upon the covenants, agreements, terms, conditions and limitations herein contained, provided that:

(a) Such LEASEHOLD MORTGAGEE makes written request upon LANDLORD for such NEW LEASE within forty (40) days from the date of such termination and such written request is accompanied by payment to LANDLORD of all amounts then due to LANDLORD.

(b) Such LEASEHOLD MORTGAGEE pays, or causes to be paid, to the LANDLORD at the time of execution and delivery of said NEW LEASE, any and all sums which would at the time of execution and delivery thereof be due under this Lease, but for such termination, and pays or causes to be paid, any and all expenses including reasonable counsel fees, court costs and disbursements incurred by LANDLORD in connection with any such default and termination, as well as in connection with the execution and delivery of such NEW LEASE, less the net income collected by LANDLORD subsequent to the date of termination of this Lease and prior to the execution and delivery of the NEW LEASE, any excess

of such net income over the aforesaid sums and expenses to be applied in payment of the rent thereafter becoming due under the NEW LEASE. Such NEW LEASE executed and delivered in accordance with the provisions of this Paragraph (6) shall provide that, with respect to each and every sublease which immediately prior to the termination of the TERM was superior to the lien of the LEASEHOLD MORTGAGE held by the LEASEHOLD MORTGAGEE who obtained such NEW LEASE, by entering into such NEW LEASE, the tenant thereunder shall be deemed to have recognized the tenant under the sublease, pursuant to the terms of the sublease, as though the sublease had never terminated but had continued in full force and effect after the termination of the TERM of this LEASE, and to have assumed all of the obligations of the landlord under the sublease accruing from and after the termination of the TERM, except that the obligation of the TENANT under such NEW LEASE on any covenant of quiet enjoyment, expressed or implied, contained in the sublease, shall be limited to the acts of such TENANT and those claiming by, under or through such TENANT. Upon execution and delivery of a NEW LEASE, all subleases which may theretofore be assigned and transferred to LANDLORD, shall thereupon be assigned and transferred without recourse by LANDLORD to the LEASEHOLD MORTGAGEE, as the new tenant.

(7) Institutional Lender. If, under the provisions of Paragraph (5), or if, under any such NEW LEASE made in accordance with the provisions of Paragraph (6), an INSTITUTIONAL LENDER shall

be the tenant as a trustee, each and every obligation of such trustee shall be binding upon it solely in its fiduciary capacity, but shall have no force and effect against the INSTITUTIONAL LENDER in its individual capacity.

(8) Surrender. Provided there is no default under this Lease of which notice has been given to any LEASEHOLD MORTGAGEE, as herein provided, and if there exists a LEASEHOLD MORTGAGE, LANDLORD expressly agrees that LANDLORD will not accept a surrender of the LEASED PREMISES or a cancellation of this Lease from the TENANT prior to the termination of this Lease, without the prior written consent of the LEASEHOLD MORTGAGEE.

#### VIII. Insurance

8.1 TENANT shall, at its own cost and expense, carry (or cause to be carried by subtenants or others) the following insurance in respect of the LEASED PREMISES and IMPROVEMENTS, which may be maintained under a policy or policies covering the LEASED PREMISES and other premises in which TENANT or TENANT's affiliates have an interest:

(1) Comprehensive public liability insurance with limits of not less than \$200,000/\$1,000,000 for bodily injury or death, and not less than \$25,000 for property damage, with respect to claims for injuries and/or death sustained by persons or property while on the LEASED PREMISES:

(2) With respect to IMPROVEMENTS, insurance against loss or damage by fire and other risks covered by fire insurance, with extended coverage endorsements, in an amount not

less than 80% of the full insurable replacement value of such IMPROVEMENTS (exclusive of cost of excavation, foundation, and footings below the ground floor, and less physical depreciation), and in amounts sufficient to prevent LANDLORD or TENANT from becoming a co-insurer under such policies of insurance.

8.2 Provisions applicable to all Insurance. With respect to all insurance required to be maintained hereunder by TENANT:

- (1) Each such policy shall name LANDLORD, TENANT and any MORTGAGEE as insured as their interest appear, and shall contain a Standard Mortgage Clause;
- (2) TENANT shall send to LANDLORD certificates of insurance or receipts or other evidence satisfactory to LANDLORD showing the payments of all premiums and other charges due thereon;
- (3) The provisions of any insurance policy shall be modified to the extent required by any MORTGAGEE;
- (4) TENANT shall, at TENANT's sole cost and expense, observe and comply with all policies of insurance in force with respect to the LEASED PREMISES and IMPROVEMENTS;
- (5) Each insurance policy shall, to the extent obtainable, contain an agreement by the insurer that such policy shall not be cancelled for any cause without at least ten (10) days prior written notice from the insurer to the LANDLORD and to any MORTGAGEE;

(c) Each insurance policy shall, to the extent obtainable, contain provisions that no act or negligence of TENANT, or any one acting for TENANT, or of any subtenant or occupant of the LEASED PREMISES which might otherwise result in a forfeiture of such insurance or any part thereof, shall in any way affect the validity or enforceability of such insurance insofar as LANDLORD or any MORTGAGEE is concerned.

8.3 Landlord's Right to Obtain Insurance. If TENANT shall fail to maintain any such insurance required hereunder, the LANDLORD may, at LANDLORD's election, procure the same, adding the premium cost to the rental next due, it being hereby expressly covenanted and agreed that payment by LANDLORD of any such premium shall not be deemed to waive or release the obligation of TENANT to make payment thereof.

8.4 Use of Insurance Proceeds. Insurance proceeds recovered by reason of destruction of IMPROVEMENTS on the LEASED PREMISES shall be paid to, and shall be the property of, TENANT, and may be used to repair and restore the IMPROVEMENTS so damaged, or may be applied first toward the payment of the outstanding principal balance of the FIRST MORTGAGE (if any), and thereafter toward the payment of the outstanding principal balance of the LEASEHOLD MORTGAGE (if any).

#### IX. Condemnation

9.1 Entire Premises. In the event the entire area of the LEASED PREMISES shall be acquired by authority of any governmental agency in the legal and valid exercise of its power



of eminent domain or by private purchase in lieu thereof (hereinafter called the TAKING), and such TAKING relates to the entire fee simple title to the LEASED PREMISES, as well as to the right, title and interest of the TENANT, the rights and obligations of the parties hereunder (except rights and obligations arising prior to such TAKING and except rights and obligations provided in this Article IX) shall terminate as of the date of such TAKING and the parties hereby agree to look solely to the condemnation award for compensation in the proportions hereinafter provided for their respective interests in the LEASED PREMISES and there shall be an abatement in the payment of all rentals and other sums payable by TENANT under the provisions of this Lease occurring after the date of the TAKING.

9.2 Partial Taking. If there shall be a TAKING of any portion of the LEASED PREMISES less than the whole, and if Section 9.3 hereof does not apply, the ANNUAL BASIC RENTAL on the LEASED PREMISES and other payments shall be reduced, as of the date of TAKING, in the same proportion that the ground area of the LEASED PREMISES so taken compares to the total area of the LEASED PREMISES immediately prior to such TAKING, and there shall be an equitable apportionment of the condemnation award.

9.3 Substantial Taking. If there is a TAKING of such a substantial portion of the LEASED PREMISES (but less than all) such that it shall no longer be reasonably economical or practical because of such TAKING for the TENANT to continue its

When business on the LEASED PREMISES, TENANT shall have the right, at its option, of terminating this Lease by notice in writing to LANDLORD within 90 days after notice of said TAKING, and in such event the Lease shall be terminated except that there shall be an equitable apportionment of the condemnation award.

9.4 Unc. If there is a TAKING of all or part of the right to possession and use of the LEASED PREMISES, TENANT shall be entitled to the entire award, to the extent that the award relates to a period within the TERM, and there shall be no reduction in rent.

9.5 Apportionment of Condemnation Award. In the event of a TAKING as described in Section 9.1, the net condemnation award (after deduction of all expenses, including fees of attorneys, appraisers, and expert witnesses), shall be paid as follows and in the following order of priority (and, in the event of a TAKING as described in Sections 9.2 or 9.3, the equitable apportionment of the condemnation award shall take into account these priorities to the extent appropriate):

(1) To any first or second MORTGAGEE of the fee interest in the LEASED PREMISES, the balance due on any loan secured by any such MORTGAGE;

(2) To the LANDLORD, a sum equal to the value of the portion of the LEASED PREMISES taken, valued exclusive of IMPROVEMENTS as unimproved ground, determined as if the actual IMPROVEMENTS then situated thereon were the highest and best use

to which the land could lawfully be put; and for purposes of determination of the value of the portion of the leased premises taken, if the parties shall not otherwise agree, the Appraisal Procedure set forth in Section 12.15 shall be used;

(3) To any LEASEHOLD MORTGAGEE, the balance due on such LEASEHOLD MORTGAGE;

(4) To the TENANT, a sum equal to the value of the IMPROVEMENTS (plus, in the event of a partial TAKING, any consequential damages to the IMPROVEMENTS), less the amount of items (1) and (3);

(5) Any remaining balance shall be divided between LANDLORD and TENANT in the ratio that the amount of item (2) bears to the sum of items (1), (3) and (4).

If, by reason of a FIRST MORTGAGE or otherwise, the portion of the net condemnation award paid to LANDLORD is less than the amount of item (2), TENANT agrees to pay to the LANDLORD an amount equal to the excess of the amount of item (2) over such portion of the net award paid to LANDLORD, provided, that the condemnation award has first been finally determined in a judicial trial by a court or jury. TENANT shall be entitled to any award in respect of moving expenses, or loss of good will or profit or in respect of fixtures owned by TENANT, or the cost or expense for the repair and removal of such fixtures.

#### 9.6 Intervention in Condemnation Proceedings.

TENANT and any MORTGAGEE shall have the right to intervene in any condemnation proceedings.

9.7 Arbitration. In the event that LANDLORD and TENANT cannot agree as to what is an equitable apportionment pursuant to Section 9.2 or Section 9.3 or as to the proper allocation pursuant to Section 9.5 of an unallocated award of a court or jury, or are unable to agree upon the amount of rental from the date of TAKING in the event that only part of the LEASED PREMISES is taken, then said amount shall be promptly determined by a board of arbitrators to consist of one member to be appointed by LANDLORD and one member to be appointed by TENANT and a third member and impartial chairman to be chosen by the members selected by the LANDLORD and TENANT. Such determination shall be made in accordance with the Appraisal Procedure described in Section 12.15.

X. Assignment and Underletting.

10.1 Assignment by Landlord. LANDLORD may assign this Lease or LANDLORD's reversion hereunder without the necessity of obtaining TENANT's consent or permission, except that LANDLORD may not sell the LEASED PREMISES during the TERM without first offering to sell to TENANT upon the same terms and conditions as are contained in any offer to purchase. TENANT shall have sixty (60) days from written notice thereof in which to accept said offer by LANDLORD.

10.2 Assignment by Tenant. Provided that the assignee assumes the liability of TENANT hereunder as defined in Section 11.6, TENANT shall have the right to assign this Lease in whole or in part without the necessity of obtaining the consent

or permission of LANDLORD, but any such assignment shall be at all times subject to this Lease and the prior right, title and interest of the LANDLORD in and to the LEASED PREMISES.

10.3 Effect of Assignment. Effective on the date of an assignment described in Section 10.1 or Section 10.2,

(1) the assignee shall be substituted for the assignor in this Lease, (2) the phrases LANDLORD or TENANT, as the case may be, as used in this Lease, shall mean the assignee and not the assignor and (3) the assignor shall be relieved of any obligation or responsibility hereunder, relating to any period after the date of assignment, except that each LANDLORD shall remain responsible for the warranties of LANDLORD set forth in this Lease. The respective assignor shall not be relieved of any obligation or responsibility hereunder relating to any period before the date of assignment.

10.4 Underletting. TENANT shall have the right to sublet all or any part of the LEASED PREMISES, without the necessity of obtaining the consent or permission of the LANDLORD, and any such underletting shall be at all times subject to this Lease and to the prior right, title and interest of the LANDLORD in and to the LEASED PREMISES, but, so long as any subtenant under any sublease shall not be in default under its respective lease of space in the LEASED PREMISES so as to entitle the landlord under such sublease to terminate the sublease, such subtenant shall not be named as a party in any foreclosure action or proceeding which may be instigated

or taken by LANDLORD, nor shall such subtenant be evicted from the premises subleased, nor shall the leasehold estate of any such subtenant be terminated by reason of any default by TENANT.

LANDLORD further agrees that upon receipt of any request from any subtenant occupying the LEASED PREMISES pursuant to leases entered into with TENANT, that LANDLORD will grant such assurances to subtenants as may be requested, of their continued right to occupy the LEASED PREMISES pursuant to the terms of their subleases and of their rights under this Section 10.4.

10.5 Attornment. Any assignee of LANDLORD or TENANT thereby agrees to attorn to the TENANT or LANDLORD, respectively, as the case may be. Subleases entered into by TENANT shall provide, to the extent obtainable, that the subtenant agrees to attorn to the LANDLORD or any MORTGAGEE who has acquired the interest of LANDLORD or TENANT.

#### XI. Default and Remedies of Landlord.

11.1 Event of Default. Any one or more of the following events shall constitute an EVENT OF DEFAULT hereunder:

(1) If default shall be made in the due and punctual payment of any ANNUAL BASIC RENTAL or any part thereof payable under this Lease when and as the same shall become due and payable;

(2) If default shall be made in the due and punctual payment of any of the other amounts or any part thereof payable by TENANT under this Lease when and as the same shall become due and payable; or

(3) If default shall be made by TENANT in the performance of, or in compliance with, any of the other covenants, agreements or conditions contained in this Lease.

11.2 Notice of Default. Upon the occurrence of an EVENT OF DEFAULT, LANDLORD may serve upon TENANT, pursuant to the notice provisions hereof, a NOTICE OF DEFAULT, which NOTICE OF DEFAULT shall also be served upon any MORTGAGEE, and which shall provide in the case of an EVENT OF DEFAULT defined in Paragraph 11.1(1) or (2), that TENANT shall cure such default within fifteen (15) days from the date of such NOTICE OF DEFAULT and, which shall provide with respect to an EVENT OF DEFAULT described in Paragraph 11.1(3) that TENANT shall cure such default within a period of thirty (30) days from the date of such NOTICE OF DEFAULT.

11.3 Curing of Default.

(1) TENANT shall be entitled to the respective period of time set forth in Section 11.2 to cure any EVENT OF DEFAULT specified in Section 11.1;

(2) With respect to any EVENT OF DEFAULT (other than the payment of money) of such nature that it cannot, by due diligence, be cured within the period of time specified in

1081 22 71

Section 11.2, TENANT shall commence the curing of such default within the period specified in Section 11.2 and shall be entitled to as long a period to cure such default as may be required by TENANT in the exercise of due diligence in endeavoring to cure such default.

(3) Any LEASEHOLD MORTGAGEE shall have the same rights and periods of time within which to cure any EVENT OF DEFAULT as are available to TENANT.

11.4 Notice of Termination. In the event that (1) an EVENT OF DEFAULT occurs, (2) LANDLORD serves upon TENANT and any MORTGAGEE a NOTICE OF DEFAULT as defined in Section 11.2 and, (3) within the pertinent time period described in Section 11.3, TENANT or any LEASEHOLD MORTGAGEE fails to cure the specified default then LANDLORD may serve upon TENANT, pursuant to the notice provision hereof, a NOTICE OF TERMINATION, which shall also be sent to any MORTGAGEE, and which shall provide that, unless the default specified in the NOTICE OF DEFAULT and again specified in the NOTICE OF TERMINATION is cured within five (5) days of the date of the NOTICE OF TERMINATION, then, upon the expiration of such five (5) days, the TERM of this Lease shall expire and terminate. upon the occurrence of all of the foregoing events, including the expiration of such five (5) day period, without TENANT or any



LEASEHOLD MORTGAGEES having cured the specified default, then, upon such expiration of such five (5) day period, the TERM of this Lease shall expire and terminate with the same force and effect as though the date so specified were the date herein originally fixed as the expiration date of the TERM, and LANDLORD shall have the remedies with respect to the LEASED PREMISES set forth in Section 11.5, and the obligations of the TENANT shall be as set forth in Section 11.6.

11.5 Landlord's Remedies with Respect to Leased Premises. Upon the expiration or termination of this Lease as described in Section 11.4, TENANT shall quit and peaceably surrender the LEASED PREMISES, without any payment by LANDLORD, without further notice, any and all notice to quit, notice of intention to re-enter or any other notices and any institution of legal proceedings being hereby waived. No re-entry by LANDLORD shall be deemed an acceptance of a surrender of this Lease.

11.6. Obligation of Parties.

(1) Personal Liability of Tenant. TENANT shall be personally liable to the LANDLORD for the performance of each and every of the promises, covenants, and agreements and conditions contained herein, until the date of completion of construction of the initial improvements (which date shall be the date of issuance by the appropriate authority of the last permit which

authorizes legal occupancy, in its entirety, of the INITIAL IMPROVEMENTS). On and after the date of completion of construction of the INITIAL IMPROVEMENTS, the limitation of liability provisions of Paragraph 11.6(2) shall apply. It is further agreed that the personal liability hereunder of any individual who is TENANT shall terminate on the death of such individual.

(2) Limitation of Liability. Provided that TENANT is a partnership, joint venture, corporation, or other form of business entity, then on and after the date of completion of construction of the INITIAL IMPROVEMENTS, and notwithstanding any other provisions contained in this Lease, LANDLORD agrees that the obligations of TENANT hereunder shall not constitute personal obligations of the partners, joint venturers, officers, or other representatives of any business entity which at any time is TENANT, and LANDLORD expressly covenants and agrees that LANDLORD will not institute, prosecute, or attempt to enforce in any court or otherwise any action for specific performance or to recover or collect from TENANT or from an assignee of TENANT (including a LEASEHOLD MORTGAGEE or assignee of such LEASEHOLD MORTGAGEE) at any time succeeding to the interest of TENANT under this Lease, or at any time owning, or who had previously owned, the Leasehold estate of TENANT, any moneys claimed for damages for breach of any agreement or covenant herein, it being agreed by the LANDLORD that, on or after the date of completion of construction of the

INITIAL IMPROVEMENTS, if TENANT or any such successor in interest of TENANT shall default in such rental or other payment or other obligation, LANDLORD will limit and restrict LANDLORD's rights and remedies hereunder to the recovery of possession of the LEASED PREMISES pursuant to Section 11.5. The provisions of this Section 11.6 constitute an express covenant and agreement on the part of the LANDLORD, and constitute a material inducement to execution of this Lease by TENANT.

11.7 Mitigation of Damages. During any period in which TENANT is personally liable hereunder pursuant to Paragraph 11.6(1), LANDLORD agrees, in the event that a personal right of action by LANDLORD against TENANT arises under Paragraph 11.6(1), to mitigate such damages by using LANDLORD's best efforts to seek to relet the LEASED PREMISES to new lessees of at least equal quality and responsibility, irrespective of rent, to the lease and guarantors initially executing or guaranteeing this Lease.

11.8 Waiver of Distraint. LANDLORD hereby waives any and all rights the LANDLORD has or may have by reason of this LEASE (or by reason of statute or common law) to distrain for rent upon the LEASED PREMISES, or upon any property upon the LEASED PREMISES, whether such property is the property of the TENANT, or is the property of any other person.

11.9 Mortgages. In the event that there is in existence a FEE MORTGAGE and/or a LEASEHOLD MORTGAGE, the additional provisions in respect of default (if any) contained in Section 7.2

(relating to a FEE MORTGAGE) or in Section 7.3 (relating to a LEASEHOLD MORTGAGE), as the case may be, shall also apply, notwithstanding any other provision in this Article XI.

## XII. Other Provisions.

12.1 Definitions. The following phrases when used herein shall have the meanings set forth in the following sections or paragraphs:

- (1) ANNUAL BASIC RENTAL Sections 1.5 and 4.1
- (2) EVENT OF DEFAULT Section 11.1
- (3) FEE MORTGAGE Section 7.3
- (4) FEE MORTGAGEE Section 7.3
- (5) FIRST MORTGAGE Paragraph 7.2(1)
- (6) GOVERNMENTAL AUTHORITIES Section 5.1
- (7) IMPOSITION Section 4.2
- (8) IMPROVEMENTS Section 6.2
- (9) INITIAL IMPROVEMENTS Section 6.3
- (10) INSTITUTIONAL LENDER Paragraph 7.2(1)
- (11) LANDLORD Sections 1.1 and 10.3
- (12) LEASE COMMENCEMENT DATE Sections 1.4 and 3.1
- (13) LEASE YEAR Section 4.1
- (14) LEASED PREMISES Section 2.3
- (15) LEASEHOLD MORTGAGE Section 7.3
- (16) LEASEHOLD MORTGAGEE Section 7.3
- (17) MORTGAGE Section 7.2
- (18) MORTGAGEE Section 7.2

- (19) NEW LEASE Section 7.3
- (20) NOTICE OF DEFAULT Section 11.2
- (21) NOTICE OF TERMINATION Section 11.4
- (22) REPLACEMENT IMPROVEMENTS Section 6.3
- (23) TAKING Section 9.1
- (24) TENANT Sections 1.2 and 10.3
- (25) TERM Section 3.1

12.2 Notices. All notices, requests, demands or other communications which may be or are required or permitted to be served or given hereunder (in this Lease collectively called "notices") shall be in writing and shall be sent by registered mail, return receipt requested, postage prepaid, to LANDLORD or TENANT, at the respective address set forth in Article I. Either party may, by notice given as aforesaid, change its address for all subsequent notices. Notices shall be deemed given when mailed in accordance herewith.

12.3 Recording. LANDLORD agrees that if so requested by TENANT, LANDLORD will execute in recordable form for purposes of recordation at TENANT's expense a short form of lease containing the names of the parties, the description of the LEASED PREMISES, the TERM of the Lease, a statement regarding the use of the LEASED PREMISES, and such other provisions as either party may require.

12.4 Right to Perform. If TENANT defaults (as described in Article XI) in the making of any payment or in the doing of any act herein required to be made or done by TENANT and which is capable of being made or done by LANDLORD, then LANDLORD may, but shall not be required to, make such payment or do such act, and the amount of

the expense thereof, if made or done by LANDLORD, with interest thereon at the rate of six percent (6%) per annum from the date paid by LANDLORD, shall be paid by TENANT to LANDLORD and shall constitute additional rent hereunder due and payable with the next monthly installment of rent; but the making of such payment or the doing of such act by LANDLORD shall not operate to cure such default or to estop LANDLORD from the pursuit of any remedy to which LANDLORD would otherwise be entitled. Neither delay on the part of the LANDLORD in invoking any remedy to which LANDLORD may be entitled because of any breach on the part of TENANT of any covenant or condition herein, nor the acceptance of rent herein by LANDLORD either from TENANT or any subtenant, whether or not such delay or acceptance be with knowledge on the part of LANDLORD of such breach, shall prejudice LANDLORD's privilege to invoke such remedy, which privilege shall continue until such breach is cured.

#### 12.5 Estoppel Certificate

(1) TENANT agrees at any time and from time to time, upon not less than five (5) days' prior written notice by LANDLORD, to execute, acknowledge and deliver, without charge, to LANDLORD, or to any person designated by LANDLORD, a statement in writing certifying that this Lease is unmodified (or, if there have been modifications, identifying the same by the date thereof and specifying the nature thereof), that TENANT has not received any NOTICE OF DEFAULT or NOTICE OF TERMINATION of this Lease (or, if TENANT has received such notice that it has been revoked, if such

be the case), that, to the knowledge of TENANT no EVENT OF DEFAULT exists hereunder (or if any such EVENT OF DEFAULT does exist, specifying the same and stating that the same has been cured, if such be the case), that TENANT has no claims, defenses or offsets against LANDLORD hereunder (or if TENANT has any such claims, defenses or offsets, specifying the same), and the dates to which the ANNUAL BASIC RENTAL and other amounts payable by TENANT hereunder have been paid.

(2) LANDLORD agrees at any time and from time to time, upon not less than five (5) days' prior written notice by TENANT, to execute, acknowledge and deliver, without charge, to TENANT, or to any person designated by TENANT, a statement in writing certifying that this Lease is unmodified (or, if there have been modifications, identifying the same by the date thereof and specifying the nature thereof), that no NOTICE OF DEFAULT or NOTICE OF TERMINATION of this Lease has been served on TENANT (or if LANDLORD has served such notice, that the same has been revoked, if such be the case), that LANDLORD has no claims against TENANT hereunder (or, if LANDLORD has any such claims, specifying the same), and the date to which the ANNUAL BASIC RENTAL has been paid by TENANT.

#### 12.6 Indemnification

(1) TENANT shall indemnify and save LANDLORD harmless against and from, and shall reimburse LANDLORD for, all liabilities, obligations, damages, fines, penalties, claims, demands,

costs, charges, judgments and expenses, including but not limited to reasonable attorneys' fees, which may be imposed upon or incurred or paid by or asserted against LANDLORD or LANDLORD's fee or reversionary or other interest in the LEASED PREMISES by reason of or in connection with any of the following occurring during the TERM:

- (a) Any negligent or tortious act on the part of TENANT or any of its agents;
- (b) Any damage to person or property occurring on the LEASED PREMISES;
- (c) Any failure on the part of TENANT to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

(2) In case any action or proceeding is brought against LANDLORD by reason of any claims described in Paragraph 12.6(1), TENANT, if LANDLORD gives TENANT prompt notice thereof, shall, at TENANT's expense, resist or defend such action or proceeding.

(3) LANDLORD shall indemnify and save TENANT harmless against and from, and shall reimburse TENANT for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charge judgments and expenses, including but not limited to reasonable attorneys' fees, which may be imposed upon or incurred or paid by or asserted against TENANT by reason of the incorrectness of, or failure of LANDLORD to observe, any of the warranties or representations made by LANDLORD in this Lease.



12.7 No Broker. LANDLORD and TENANT each warrant to the other that no broker or agent has been employed with respect to this Lease and each agrees to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of this Lease alleging an agreement by LANDLORD or TENANT, as the case may be.

12.8 Waiver of Jury Trial. LANDLORD and TENANT waive trial by jury in any action or proceeding brought by either of the parties hereto against the other or on any counterclaim in respect thereof on any matters whatsoever arising out of, or in any way connected with, the Lease, the relationship of LANDLORD and TENANT, TENANT's use or occupancy of the LEASED PREMISES, and/or any claim of injury or damage under this Lease.

12.9 No Partnership. LANDLORD shall not be construed or held to be a partner or associate of TENANT in the conduct of TENANT's business, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain, during the TERM, that of LANDLORD and TENANT.

12.10 Non-Waiver. No failure by LANDLORD to insist upon the performance of any covenant, agreement, provision or condition of this Lease or to exercise any right or remedy consequent upon a default hereunder, and no acceptance of full or partial rent during the continuance of any such default shall constitute a waiver of any such default or of such covenant, agreement, provision or condition. No waiver of any default shall affect or alter this Lease,

but each and every covenant, agreement, provision and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default hereunder.

12.11 Gender and Number. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural and words in the plural shall be held to include the singular, when the sense requires.

12.12 Captions. The captions, titles and article, section or paragraph headings (including the table of contents) are inserted only for convenience, and they are in no way to be construed as a part of this Lease, or as a limitation on the scope of the particular provisions to which they refer.

12.13 Construction. This Lease is made pursuant to, and shall be construed and enforced in accordance with the laws in force in the jurisdiction referred to in the Annex. All provisions of this Lease shall be construed to be "conditions" and "covenants" as though language specifically expressing or importing covenants and conditions were used in each separate provision of this Lease.

12.14 Covenants to Run with the Land. The parties hereto covenant and agree that all of the conditions, covenants, agreements, rights, privileges, obligations, duties, specifications and recitals in this Lease contained, shall be construed as covenants running with the land, and as extending to, inuring to the benefit of, and of being binding upon the LANDLORD and TENANT and their successors:

and assigns, to the same extent as if the said successors and assigns were herein named as original parties hereto, all to the end that this lease shall always bind the owner and holder of any interest whatsoever in or to the LEASED PREMISES, and the IMPROVEMENTS thereon.

12.15 Appraisal Procedure. The value of the LEASED PREMISES or an interest therein shall be determined in the following manner: LANDLORD shall request appraisal by an appraiser designated by LANDLORD. TENANT may either accept such appraisal or reject such appraisal. In the event TENANT rejects such appraisal, TENANT shall designate a second appraiser and the two appraisers shall select a third appraiser. Each appraiser shall make an independent appraisal. In making the appraisal, each appraiser shall value the LEASED PREMISES exclusive of IMPROVEMENTS as unimproved ground, determined as if the actual IMPROVEMENT then situated thereon were the highest and best use to which the land could lawfully be put. The appraised value as determined by the third appraiser shall be the appraised value hereunder except that if the third appraisal is below the lower of the first two appraisals, the lower of the first two appraisals shall be the appraised value, and that if the third appraisal is higher than the higher of the first two appraisals, the higher of the first two appraisals shall be the appraised value. LANDLORD and TENANT shall each pay the cost of the appraiser designated by them and shall divide equally the cost of the third appraiser. In the event that either LANDLORD or TENANT refuses or fails to

appoint an appraiser when required hereunder, the Washington Board of Realtors shall, at the request of the other party hereto, appoint such appraiser, whose fees shall be paid by the party required to designate him:

12.16 Entire Agreement. This Lease cannot be changed orally or terminated orally. This Lease contains the entire agreement between the parties and is intended by the parties to be an integration of all agreements between the parties in respect of the Leased Premises, and any agreement hereafter made shall be ineffective to change, modify or discharge this lease in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

IN WITNESS WHEREOF, on the day and year first above written, LANDLORD and TENANT have duly executed this Lease as their free act and deed.

WITNESSES:

LANDLORDS:

<u>[Signature]</u>	<u>[Signature]</u> (SEAL)
<u>[Signature]</u>	<u>[Signature]</u> (SEAL)
<u>[Signature]</u>	<u>[Signature]</u> (SEAL)

THE TAUBER FOUNDATION

BOOK 1081 PAGE 84

WITNESS:

TENANT:

JEFFERSON MEMORIAL HOSPITAL, INC.

*James B. Kelly*

By *426 E. 12th St. (SEIL)*

INDIVIDUAL ACKNOWLEDGEMENT

Richard W. [Signature], SS

I, a Notary Public in and for the jurisdiction above stated, do hereby certify that Leslie Gonder, Samuel Burtoff and Laszlo N. Tauber (on behalf of The Tauber Foundation) each personally known to me as a party to the foregoing instrument bearing date on the day of October 31, 1966, and hereto annexed, personally appeared before me in said jurisdiction and acknowledged the same to be their free act and deed.

Given under my hand and seal, this 31st day of October, 1966.

[Signature]  
Notary Public  
My Commission Expires April 1970

## CORPORATE ACKNOWLEDGEMENT

IN WITNESS WHEREOF, on the day and year first hereinafore written, the said Jefferson Memorial Hospital, Inc. has caused these presents to be signed in its corporate name by its \_\_\_\_\_, attested by \_\_\_\_\_, its

and its corporate seal to be hereunder affixed, and does hereby constitute and appoint Dr. Lazzlo H. Fauber its true and lawful attorney in fact, for and in its name to acknowledge and deliver these presents as its free act and deed.

Attest:

(Corporate Seal)

By \_\_\_\_\_

ANNEX

The Leased Premises referred to in the attached Lease Agreement are located at 4600 King Street, Alexandria, Virginia, and are described as follows:

All those certain lots or parcels of ground located in the City of Alexandria, Virginia, and more particularly described as follows, to-wit: -

PARCEL ONE:

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turn Pike a corner to the lot of Mrs. Julia T. Klock; thence with the line of Mrs. Klock S. 26° 31' W. 74.4 feet to an iron pipe; thence with another line of Mrs. Klock and the same line continued with Dove N. 77° 43' W. 384.4 feet to an iron pipe set in the E. side of a 12 foot outlet road; a corner to Dove; thence crossing said 12 foot outlet road N. 77° 01' West 121 to an iron pipe in the line of the Green Tract; thence with the line of the Green Tract S. 12° 46' W. 171.18 feet to an iron pipe set in said line a corner to the land of Finissey; thence with the line of Finissey S. 58° 22' E. 423.9 feet to an iron pipe set in said line a corner to the lot of W. P. Daniels, Jr.; thence with the line of said Daniels N. 25° 19' W. 329.6 feet to an iron pipe in the west side of Leesburg-Alexandria Turn Pike, a corner to W. O. Daniels, Sr.; thence with the west side of said Turn Pike N. 30° 22' W. 84.3 feet to beginning, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:



**BEGINNING** at an iron pipe in the West side of Leesburg-Alexandria Turn Pike, a corner to the land of the Grange-Hopner Green School, Inc.; thence with the line of Grange-Hopner Green School, Inc., S. 17° 25' 00" W. 322.62 feet to a point in the northerly line of Eva Figgins; thence with the line of Eva Figgins N. 66° 12' 00" W. 422.61 feet to a point in the easterly line of property of the City of Alexandria, identified as Parcel 3849-61-61-63; thence with the line of property of the City of Alexandria and the same line continued with the Alexandria Land Corporation N. 4° 51' 50" E. 171.86 feet to a point on the easterly line of the Alexandria Land Corporation; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, S. 83° 08' 10" E. 12 feet to a point; thence continuing through the land of the said Gerard T. Hopkins and Helen C. Hopkins S. 85° 42' 10" E. 384.40 feet to a point; thence continuing through the land of Hopkins N. 21° 43' 00" E. 72.20 feet to a point in the West side line of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 37° 38' 20" E. 84.30 feet to the point of beginning, containing 2.5639 acres;

**AND**

**PARCEL TWO:**

**BEGINNING** at a stake or pipe on the Southwesterly side of the Leesburg-Alexandria Turn Pike; thence leaving the Pike S. 67° 20' W. 271.75 feet to a pipe in the line of William O. Daniels; thence with his line N. 78° 34' W. 104.2 feet to easterly side of William O. Daniels 12 feet outlet Road; thence with the said side of the road N. 12° 20' E. 50 feet; thence still with the side of the road N. 75° 20' E. 325.3 feet to the said side of the Pike; thence with the side of the Pike S. 30° 43' E. 55 feet to the beginning, .568 acres, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:

1081 - 80

BEGINNING at a point on the West side of the Leesburg-Alexandria Turn Pike, said point being N. 37° 38' 20" W. 84.30 feet from a pipe marking the corner of the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, the land of Grasshopper Green School, Inc., on the West side of the Leesburg-Alexandria Turn Pike; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, S. 21° 45' 00" W. 72.20 feet to a point; thence through the land of Hopkins N. 35° 42' 10" W. 279.60 feet to a point; thence through the land of Hopkins N. 60° 11' 50" E. 271.33 feet to a point in the West side of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 36° 27' 40" E. 94.72 feet to a point; thence continuing with the West side of said Turn Pike S. 37° 38' 20" E. 13.38 feet to the point of beginning, containing 0.5693 Acres.

LESS AND EXCEPTING all improvements existing on the hereinabove described parcels of land.

LEASE ASSIGNMENT

THIS LEASE ASSIGNMENT is made as of the 1st day of January, 1966, by and between Leslie Gondor, Samuel Burtoff and The Tauber Foundation (hereinafter collectively called the Assignors) and Jefferson Memorial Hospital, Inc. (hereinafter called the Assignee).

WITNESSETH:

That in consideration of the mutual covenants, promises and agreements herein contained, the said parties hereto do hereby agree as follows:

1. For Ten Dollars (\$10,000) in hand acknowledged as received by each of the Assignors, the Assignors hereby assign to the Assignee all of their right, title and interest in an undivided eighty percent (80%) interest in a ninety-nine (99) year lease of land located at 4600 King Street, Alexandria, Virginia and hereinafter described. Assignee hereby accepts said Assignment and agrees to bear all liabilities and obligations (other than as specified in paragraph 2 hereof) which hereinafter arise and are attributable to said leasehold interest, and agrees to hold the Assignors harmless therefrom. Said ninety-nine (99) year lease commenced on or about September or October, 1962. The leasehold interest being assigned hereunder shall be referred to herein as the "Assigned Lease".

2. The Assignors agree to hold the Assignee harmless from all liabilities and obligations relating to the Assigned Lease and which arose prior to this Lease Assignment.

3. The Assigned Lease is of land described as follows:

TAUBER 19609

Trial Exhibit  
No. 290.

J.APP. 3582

BEGINNING at a point in the southwesterly line of King Street (approximately 40.8 feet from the centerline of said street), said point being the northerly corner of Parcel 3822-01; thence with the northwesterly line of said Parcel 3822-01 South 60° 10' 50" West, 271.33 feet to a point in the northerly line of Parcel 3821-03; thence with said northerly line North 65° 42' 10" West, 134.65 feet; and North 85° 05' 10" West, 12.00 feet to a point in the easterly line of Parcel 3822-04; thence with said easterly line North 4° 51' 50" East, 192.78 feet to a point; thence through Parcel 3822-03, a 12 foot right of way, and Parcel 3822-02 South 37° 29' 10" East, 132.46 feet; and North 53° 36' 00" East, 225.00 feet to a point in the southwesterly line of King Street; thence with said southwesterly line South 38° 27' 40" East, 63.95 feet to the point of beginning; containing 27.56 square feet or 0.6327 acres;

LESS AND EXCEPTING all improvements situate on the hereinabove described parcel of land.

IN WITNESS WHEREOF, the Assignors and the Assignee set their hand and seal as of the 1st day of January, 1966.

Assignors

Leslie Gendor

Samuel Burrows

ATTEST:

THE TAUBER FOUNDATION

By:                     

Assignee

ATTEST:

JEFFERSON MEMORIAL  
HOSPITAL, INC.

By:

STATE OF Illinois )  
COUNTY OF Jefferson )

to wit:

I hereby certify that on this 10 day of October, 1967,  
before me, a Notary Public in and for the County of Jefferson,  
State of Illinois, personally appeared Lazzlo N. Tauber, on  
behalf of the Jefferson Memorial Hospital, Inc., and being personally known  
to me did acknowledge the foregoing Assignment to be the act and deed of  
Jefferson Memorial Hospital, Inc.

[Signature]  
Notary Public

[Notarial Seal]

My commission expires: 10/1/68

STATE OF Illinois )  
COUNTY OF Jefferson )

to wit:

I hereby certify that on this 10 day of October, 1967,  
before me, a Notary Public in and for the County of Jefferson,  
State of Illinois, personally appeared before me Leslie Gondor,  
Samuel Burtoff and Lazzlo N. Tauber (on behalf of The Tauber Foundation),  
and being personally known to me, they did acknowledge the foregoing  
Assignment to be their act and deed.

[Signature]  
Notary Public

[Notarial Seal]

My commission expires: 10/1/68

Schedule I

The land subject to this Lease Assignment is situated in the City of Alexandria, Virginia and is described as follows:

BEGINNING at a point in the southwesterly line of King Street (approximately 40.8 feet from the centerline of said street), said point being the northerly corner of Parcel 3822-01; thence with the northwesterly line of said Parcel 3822-01 South 60° 11' 50" West, 271.33 feet to a point in the northerly line of Parcel 3821-03; thence with said northerly line North 85° 42' 10" West, 184.90 feet; and North 85° 08' 10" West, 12.00 feet to a point in the easterly line of Parcel 3822-04; thence with said easterly line North 4° 51' 50" East, 192.78 feet to a point; thence through Parcel 3822-03, a 12 foot right of way, and Parcel 3822-02 South 37° 29' 10" East, 188.46 feet; and North 53° 36' 00" East, 225.00 feet to a point in the southwesterly line of King Street; thence with said southwesterly line South 38° 27' 40" East, 63.95 feet to the point of beginning; containing 27,561 square feet or 0.6327 acres;

LESS AND EXCEPTING all improvements situate on the hereinabove described parcel of land.

TAUBER 19612

JAPP. 3585

9

THIS AMENDMENT TO LEASE AGREEMENT made as of the 1st day of January, 1966, by and between Leslie Gondor, Samuel Burtoff and the Tauber Foundation, hereinafter called the LANDLORD, and Jefferson Memorial Hospital, Inc., hereinafter called the TENANT.

WHEREAS, the parties hereto entered into a lease agreement, as of the 1st day of January, 1966, for premises located at 4600 King Street, Alexandria, Virginia, and whereas the said parties hereto desire to amend said agreement.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The parties hereto agree to add the following paragraph to said lease of January 1, 1966: 6.5a During the term of this lease, if the TENANT shall erect any improvements, and if said improvements at any time during the term of this lease shall vest in the LANDLORD, the LANDLORD agrees to pay to the TENANT the fair market value of said improvements. Such fair market value shall be determined at the time of vesting by two independent real estate appraisers, one to be selected by the LANDLORD, and one to be selected by the TENANT, and their appraisal shall be binding upon both parties. Payment for such improvements, after the appraisal has been made, is to be paid 25% cash and the balance in the form of a note payable over ten years in equal monthly payments with interest of 6% per annum, on the unpaid balance, with the right in the LANDLORD to accelerate the payment at any time without penalty.

2. The said lease of January 1, 1966, and all of the provisions of said lease shall remain in full force and effect, together with above amendment except as modified above.

TAUBER 20088

Trial Exhibit  
No. 291.

J.APP. 3586

IN WITNESS WHEREOF, the said LANDLORD and  
TENANT have duly executed this Amendment to lease as  
their free act and deed.

*[Signature]*  
Witness  
*[Signature]*  
Witness

Attest:  
*Michael G. Corrado*  
(Corporate Seal)

Attest:  
*Michael G. Corrado*  
(Corporate Seal)

LANDLORDS:  
*Leslie Gondor*  
Leslie Gondor  
*Samuel Burtoff*  
Samuel Burtoff

THE TAUBER FOUNDATION  
By President:  
*Laszlo N. Tauber*  
Laszlo N. Tauber

TENANT:  
JEFFERSON MEMORIAL HOSPITAL, INC.  
By President:  
*Laszlo N. Tauber*  
Laszlo N. Tauber



ANNEX

The Leased Premises referred to in the attached Lease Agreement are located at 4600 King Street, Alexandria, Virginia, and are described as follows:

All those certain lots or parcels of ground located in the City of Alexandria, Virginia, and more particularly described as follows, to-wit: -

PARCEL ONE:

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turn Pike a corner to the lot of Mrs. Julia T. Klock; thence with the line of Mrs. Klock S.  $28^{\circ} 51' W.$  74.4 feet to an iron pipe; thence with another line of Mrs. Klock and the same line continued with Dove N.  $77^{\circ} 43' W.$  384.4 feet to an iron pipe set in the E. side of a 12 foot outlet road; a corner to Dove; thence crossing said 12 foot outlet road N.  $77^{\circ} 01' W$  12' to an iron pipe in the line of the Green Tract; thence with the line of the Green Tract S.  $12^{\circ} 46' W.$  171.18 feet to an iron pipe set in said line a corner to the land of Finisecy; thence with the line of Finisecy S.  $56^{\circ} 22' E.$  425.9 feet to an iron pipe set in said line a corner to the lot of W. P. Daniels, Jr.; thence with the line of said Daniels N.  $25^{\circ} 19' E.$  329.6 feet to an iron pipe in the west side of Leesburg-Alexandria Turn Pike, a corner to W. O. Daniels, Sr.; thence with the west side of said Turn Pike N.  $30^{\circ} 22' W.$  84.3 feet to beginning, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C. L. S., dated August 6, 1962, as follows:

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turn Pike, a corner to the land of the Grasshopper Green School, Inc.; thence with the line of Grasshopper Green School, Inc., S. 17° 25' 06" W. 328.62 feet to a point in the northerly line of Eva Higgins; thence with the line of Eva Higgins N. 66° 12' 06" W. 624.61 feet to a point in the easterly line of property of the City of Alexandria, identified as Parcel 3849-01-01-03; thence with the line of property of the City of Alexandria and the same line continued with the Alexandria Land Corporation N. 4° 51' 50" E. 171.80 feet to a point on the easterly line of the Alexandria Land Corporation; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, S. 85° 08' 10" E. 12 feet to a point; thence continuing through the land of the said Gerard T. Hopkins and Helen C. Hopkins S. 85° 42' 10" E. 384.40 feet to a point; thence continuing through the land of Hopkins N. 21° 43' 00" E. 72.20 feet to a point in the West side line of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 37° 38' 20" E. 84.30 feet to the point of beginning, containing 2.5639 acres;

AND

PARCEL TWO:

BEGINNING at a stake or pipe on the Southwesterly side of the Leesburg-Alexandria Turn Pike; thence leaving the Pike S. 67° 20' W. 271.75 feet to a pipe in the line of William O. Daniels; thence with his line N. 73° 34' W. 104.8 feet to easterly side of William O. Daniels 12 feet outlet Road; thence with the said side of the road N. 12° 20' E. 50 feet; thence still with the side of the road N. 75° 20' E. 325.3 feet to the said side of the Pike; thence with the side of the Pike S. 30° 43' E. 55 feet to the beginning, .568 acres, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:

BEGINNING at a point on the West side of the Leesburg-Alexandria Turn Pike, said point being N. 37° 38' 20" W. 84.30 feet from a pipe marking the corner of the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, the land of Grasshopper Green School, Inc., on the West side of the Leesburg-Alexandria Turn Pike; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, S. 21° 43' 00" W. 72.20 feet to a point; thence through the land of Hopkins N. 25° 42' 10" W. 279.60 feet to a point; thence through the land of Hopkins N. 60° 11' 50" E. 271.33 feet to a point in the West side of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 38° 27' 40" E. 94.78 feet to a point; thence continuing with the West side of said Turn Pike S. 37° 38' 20" E. 13.38 feet to the point of beginning, containing 0.5698 Acres.

LESS AND EXCEPTING all improvements situate on the hereinabove described parcels of land.

LEASE

THIS LEASE, made as of this 1st day of January, 1966, by and between JEFFERSON MEMORIAL HOSPITAL ASSOCIATES, a joint venture duly formed and operating under the laws of the Commonwealth of Virginia and hereinafter referred to as the "Lessor", and JEFFERSON MEMORIAL HOSPITAL, INC., a Maryland corporation hereinafter referred to as the "Lessee".

W I T N E S S E T H :

That in consideration of the mutual covenants, promises and agreements herein contained the said parties hereto do hereby agree as follows:

FIRST: (b) The Lessor hereby leases to the Lessee and the Lessee hereby hires from the Lessor, the hospital building located at 4600 King Street, Alexandria, Virginia on land more specifically described on Schedule A, which is attached hereto and made a part hereof. Said hospital building is hereinafter referred to as the "Leased Premises".

(b) The Lessor hereby leases to the Lessee not only the premises just described but also all rights appurtenant thereto, including all right and interest, if any, of the Lessor, in and to the land lying in the streets and sidewalks adjoining said premises, to the center line of such streets and including easements and rights in respect of all adjoining

TAUBER 19613

Trial Exhibit  
No. 292.

JAPP.3591

public space, including vault space, it being intended hereby that all rights of the Lessor in respect of the Leased Premises or rights relating to the Leased Premises are hereby granted to the Lessee during the Lease Term, but subject to all requirements and limitations, from time to time, of governmental authorities, it being understood that if governmental authorities terminate or restrict any rights to use areas described in paragraph (a) above which extend beyond the premises described in said paragraph (a), the Lessor shall have no liability to the Lessee by reason thereof and that the Lessee will pay all charges with respect thereto.

(c) This Lease shall be at the rental and upon the terms and conditions herein stated. The Original Lease Term shall be for a period of forty (40) years and shall commence as of January 1, 1966. If the Lessee duly remains the lessee of the Leased Premises for the duration of the Original Lease Term, the Lessee shall have the option to renew this Lease for an additional period of forty (40) years (the "First Option Term") upon termination of the Original Lease Term. If the Lessee duly remains the lessee of the Leased Premises for the duration of the First Option Term, the Lessee shall have a second option to renew this Lease for an additional period of nineteen (19) years (the "Second Option Term") upon termination of the First Option Term. Each of the aforesaid options of the Lessee shall be on the same terms and conditions as are contained in the Lease, except as otherwise expressly provided herein, and each of the aforesaid options may be exercised by the Lessee only by giving written notice thereof to the Lessor at least six (6) months prior to the expiration of the Lease term preceding the applicable option period.

All references herein to the Lease Term shall include the Original Lease Term plus any additional term for an option duly exercised hereunder.

SECOND: (a) The Lessee does hereby agree to operate the Leased Premises only as a hospital center and to pay the Lessor an Annual Rental for each Lease Year of Eighty Thousand Nine Hundred Forty Dollars (\$80,940). Such Annual Rental shall be paid in equal monthly installments on or in advance of the first day of each month during the Lease Term. The term "Lease Year", as used in this Lease, shall mean a full twelve (12) month period beginning with the first Lease Year, which shall commence as of January 1, 1966 (the "Lease Commencement Date").

(b) The formula for increases and subsequent decreases, if any, of the Annual Rental, shall be based on the fluctuations in the "Wholesale Price Index, All Commodities (1957-59 Cost Equals 100)" of the United States Department of Labor's Bureau of Labor Statistics, hereinafter called the Cost of Living Index (C.L.I.). On each tenth (10th) anniversary of the Lease Commencement Date the Annual Rental for the next ten (10) Lease Years shall be recomputed by multiplying the Annual Rental specified in paragraph (a) above by a fraction, the denominator of which shall be the C.L.I. for the month in which the Lease Commencement Date occurs, and the numerator of which

shall be the C.L.I. for the month in which said tenth (10th) anniversary of the Lease Commencement Date occurs, except that in no event will the Annual Basic Rental be less than the amount specified in said paragraph (a).

(c) As part of the consideration for this Lease and as additional rent and subject to all of the provisions hereof, the Lessee covenants and agrees, commencing as of January 1, 1966, and at all times during the Lease Term, at the Lessee's own cost and expense to pay, as the same become due and payable and before any fine, penalty, interest or other charge which may be added thereto for the nonpayment thereof, all taxes, license and permit fees, charges for public utilities of any kind, and obligations for any and all other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including, but not limited to, assessments for sidewalks, streets, sewers, water, or any other public improvements, and any other improvements or benefits which shall, during the Lease Term, be made, assessed, levied, or imposed upon, or become due and payable in connection with, or a lien upon, the Leased Premises, or any part thereof, or improvements thereon, or upon this Lease (all of such items being herein referred to as an "Imposition"), except that any such amounts properly allocable to periods before or after the Lease Term

shall not be payable by the Lessee and shall be equitably apportioned between the Lessor and the Lessee. The Lessor agrees promptly to send to the Lessee copies of any notices in respect of any such Imposition. The Lessee covenants to furnish to the Lessor, upon specific request in each instance, official receipts of the proper taxing of other governmental authorities or other proof satisfactory to the Lessor, evidencing the full payment of any and all such Imposition. If, by law, any Imposition may be paid, at the option of the taxpayer, in installments (whether or not interest accrues thereon) the Lessee may pay the same in installments.

(d) The provisions of this Lease shall not be deemed to require the Lessee to pay any tax on the rental paid to the Lessor, or any inheritance, estate, succession or transfer taxes under any existing or future laws of the United States of America, or of any other country, or of any jurisdiction therein, that may be payable by reason of the devolution by descent or testamentary provision of the Lessor's estate in the Leased Premises, and the Lessee shall not be required to pay any income, gift or capital levy or excess profits tax that may be payable by the Lessor under any existing or future tax law of the United States or of any jurisdiction therein.

(e) The Lessee shall have the right, if the Lessee disputes the amount or validity of any Imposition upon the Leased Premises and improvements thereon (whether in respect of the amount of tax assessment or otherwise) to contest and defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid the same.



provided, however, that such contest shall be prosecuted to a final conclusion as speedily as is reasonably possible. Any rebate made on account of any Imposition paid by the Lessee, shall be long and be paid to the Lessee. The Lessor agrees to render to the Lessee all reasonable assistance, at no expense to the Lessor, in contesting the validity or amount of any Imposition, including joining in the execution of any documents, or the signing of any protests or pleadings, which the Lessee may file. During any such contest, the Lessee shall (by payment of such disputed Imposition, if necessary) prevent any foreclosure of, or any divesting thereby, of the Lessor's interest in or to the Leased Premises, and will further (by the payment of such disputed Imposition, if necessary) prevent the public sale or enforcement of any lien for any such Imposition.

**THIRD:** The Lessee agrees that during the Lease Term and as part of its obligations under Article SECOND hereof it will pay all charges for electricity, water, sewer, gas and telephone service used on the Leased Premises.

**FOURTH:** The Lessee shall have the privilege of installing any air conditioning, furniture, fixtures and machinery and equipment necessary to the conduct of its business and the same shall remain the property of the Lessee, provided such property is removed by the Lessee before the expiration of the Lease Term, and further provided that in the event any damage is done to the Leased Premises in the removal of said air conditioning, furniture, fixtures or machinery and equipment, the Lessee will promptly reimburse the Lessor for the cost of such repairs as are necessary to restore the Leased Premises to their condition at the commencement of this Lease. In the event of failure of the Lessee

to remove said air conditioning, furniture, fixtures, or machinery and equipment from the Leased Premises before expiration of this Lease (or any extension thereof) as provided for above, it is agreed that the Lessee is abandoning said air conditioning, furniture, fixtures, or machinery and equipment and such property shall become the property of the Lessor, who shall have the right to use, remove or dispose of said air conditioning, furniture, fixtures and machinery and equipment, all at the expense, if any, to the Lessee.

FIFTH: (a) During the Lease Term the Lessee will, at its own expense, make all repairs and replacements necessary to keep the Leased Premises and the plumbing, heating, electrical and other equipment thereof, in good repair and in proper sanitary condition, including repairs to the roof and exterior walls of the Leased Premises. At the expiration or termination of the Lease (or any extension thereof) the Lessee shall leave the Leased Premises in good condition, allowance being made for ordinary wear and tear and damage by fire, or by the elements, or by tornado, or by act of God or by public enemy being excepted.

(b) The Lessor reserves the right to enter upon the Leased Premises at any time during reasonable and usual business hours to inspect the same; and, in the case of emergency, the Lessor may enter upon the Leased Premises at any time to protect and preserve the Leased Premises or people thereon. The Lessee agrees that it will indemnify and save the Lessor harmless from any and all liability, damage expenses, cause of action, suits, claims or judgments arising from injury to person or property on the Leased Premises, or upon the adjoining sidewalks or

parking lot, which arise out of the act, failure to act, or negligence of the Lessee, its agents or employees. In order to assure such indemnity, the Lessee agrees to carry and keep in full force and effect at all times during the Lease Term, for the protection of the Lessor and Lessee herein, public liability insurance with limits of \$500,000/1,000,000 and fire and extended coverage on the Leased Premises, with a good and responsible insurance company, and to deliver to the Lessor a copy of said policies or certificates showing the same to be in force and effect. The Lessee covenants and agrees to carry adequate insurance on all plate glass in the Leased Premises and to cause said plate glass to be replaced if broken. In the event the Lessee shall fail to keep in force and maintain any of such policies of public liability, fire and extended coverage on the Leased Premises, and plate glass insurance, the Lessor shall have the privilege, at its option, to obtain such policies of insurance and to pay the premiums thereon, and the amount so paid, with interest thereon at the highest legal rate, shall, at the option of the Lessor, be added to the next installment of the Annual Rental payable under the provisions of this Lease.

SIXTH: The Lessee may not sublet the Leased Premises, or any portion thereof, without the written consent of the Lessor.

SEVENTH: The Lessee covenants and agrees to use the Leased Premises for the conduct and operation of a hospital center and will use said premises for no other purpose whatsoever without the prior written consent of the Lessor.

EIGHTH: (a) The Lessee covenants and agrees not to make any structural alterations or changes to any part of the Leased Premises without first having obtained the written consent of the Lessor.

(b) In the event of any such approved structural alterations or changes to any part of the Leased Premises, the Lessee agrees that it will make such additions, improvements, alterations and/or installations at its own expense. Request for consent to make any structural alterations or changes addressed to the Lessor shall be accompanied by plans and a letter from the Lessee stating in detail precisely what is to be done. The Lessee agrees that in making any such additions, improvements, alterations and/or installations in or to said premises, it will comply with the building codes, regulations and laws now or hereafter to be made or enforced in the municipality in which the Leased Premises are located and which pertain to such work; it being further agreed that any additions, improvements, alterations and/or installations made by the Lessee (except only movable store and office furniture and fixtures) shall become and remain a part of the Leased Premises and be and remain the property of the Lessor upon the termination of this Lease (or any extension thereof) or the Lessee's occupancy of the Leased Premises; provided, however, that if the Lessor gives written notice to the Lessee at the expiration or prior termination of this Lease to such effect, it may require the Lessee to restore the Leased Premises to its condition at the commencement of this Lease. The Lessee agrees that it will save harmless the Lessor from and against all expenses, including additional real estate taxes, liens, claims or damages to either property or person which may or might arise by reason of the making of any such additions, improvements, alterations and/or installations.

NINTH: The Lessee covenants that it will, at its own cost, promptly comply with and carry out all orders, requirements or conditions now or hereafter imposed upon it by the ordinances, laws and/or regulations of the government of the City of Alexandria and the Commonwealth of Virginia in which the Leased Premises are located, or of any of its various departments during the Lease Term, whether such orders, requirements or conditions are required of the Lessor or otherwise, to be done or performed during the Lease Term insofar as they are occasioned by or required in the conduct of the business of the Lessee, and the Lessee will indemnify and save harmless the Lessor from all penalties, claims and demands resulting from Lessee's failure or negligence in this respect.

TENTH: The Lessee agrees that this Lease shall be subject and subordinate to the lien of any bona fide mortgages or deeds of trust that may now or at any time hereafter be placed against the Leased Premises by the Lessor to secure money borrowed from any insurance company or recognized financial institution. The Lessee further agrees, at any time hereafter, on demand, to execute any instrument, releases or other documents that may be required by the Lessor for the purpose of subjecting and subordinating this Lease to the lien of any first mortgage or deed of trust, whether original or substituted.

ELEVENTH: The Lessee agrees that it will keep the Leased Premises free of trash and dirt accumulations and shall furnish adequate and proper receptacles for trash and garbage, and shall remove trash, snow and ice.

TWELFTH: In the event the Lessee shall be adjudicated a bankrupt and a receiver or trustee shall be appointed by an appropriate court of its property and assets after the Lessee has exhausted its legal remedies in opposing such receivership, or if the Lessee shall make an assignment or other conveyance in trust for the benefit of its creditors, or if the Lessee shall suffer or permit a final judgment or decree for the payment of money to be entered against it and execution to issue thereon and be levied upon its interest in this Lease, and such execution and levy be not dismissed within ten (10) days after the date of such execution and levy, then, upon the happening of any such event, this Lease shall, at the option of the Lessor, cease and determine.

THIRTEENTH: In the case of fire, the Lessee shall give immediate notice thereof to the Lessor. If the Leased Premises shall be partially damaged by fire or other casualty, and the Lessee can reasonably carry on its business in the Leased Premises, the same shall be repaired or restored by the Lessor as it was immediately prior to such fire or other casualty, at the Lessor's expense, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims, and until the repairs shall be made the annual rent shall be reduced in proportion to the portion of the Leased Premises that are unusable. In the event, during the Original Lease Term, and while ten (10) or more years of such term remain, that any portion of the Leased Premises is rendered unusable by fire or other cause covered by insurance, the Lessor agrees to restore the same promptly in accordance with the provisions hereof; but in the event the Leased Premises are so damaged to the extent that seventy-five percent (75%) thereof (or more) is rendered unusable, and such damage occurs after the expiration of the Original Lease Term or during the last ten (10) years of such term, the Lessor, at its option,

may cancel and terminate this Lease upon notice to the Lessee at any time within sixty (60) days after the date of such damage, unless within thirty (30) days of the giving of such notice by the Lessor, the Lessee shall agree to a new lease of all terms hereof for a term of forty (40) years beginning on the date of the restoration of the Leased Premises. In the event of damage to the Leased Premises by fire or other cause, the question of whether or not seventy-five percent (75%) of the remaining portion of the premises can reasonably be used shall be determined by agreement between the Lessor and the Lessee.

FOURTEENTH: (a) If the Lessee shall fail timely to pay the rent called for herein as aforesaid, or breaks or violates any of the within covenants, conditions or agreements, and if such breach be not corrected within ten (10) days after notice by the Lessor to the Lessee of the existence of such breach, then and in any of the said events, this Lease and all things herein contained shall, at the option of the Lessor, cease and determine and shall operate as a notice to quit, the thirty (30) days' written notice to quit being hereby expressly waived; and the Lessor may proceed to recover possession of the Leased Premises under and by virtue of the provisions of the Code of the City of Alexandria and the Commonwealth of Virginia, or by such legal process as may at the time be in operation and force in like cases relating to proceedings between lessors and lessees and when such possession is obtained, Lessor may re-rent the Leased Premises at the risk and cost of the defaulting Lessee, whose default in no instance shall relieve it of liability for the difference between the rent herein reserved and the rent actually received by Lessor during the term remaining after such default occurs.

(b) If a summons or other notice shall at any time be served upon the Lessee by the Lessor as aforesaid, and compromise or settlement shall be effected either before or after judgment or decree whereby the Lessee shall be allowed or permitted to retain possession of the Leased Premises, then said proceeding shall not constitute a waiver of any covenant or agreement herein contained, or this Lease itself, or of any subsequent breach or violation of any of its conditions, covenants or agreements.

FIFTEENTH: It is understood and agreed that all personal property, goods, wares, and merchandise in the Leased Premises shall be and remain at the Lessee's sole risk and the Lessor shall not be liable for any damage to or loss of such personal property, goods, and merchandise arising from the bursting, overflowing, or leaking of the roof or of water, sewer, or steam pipes, or from heating or plumbing fixtures or from the handling of electric wire or fixtures or from any other cause whatsoever, unless said damages are caused through the negligence of the Lessor.

SIXTEENTH: Any notices required or given hereunder by the Lessor to the Lessee shall be deemed to have been given if mailed, postage prepaid, to Lessee addressed to the Leased Premises; and any notices required or given hereunder by the Lessee to the Lessor, shall be deemed to have been given if mailed, postage prepaid, to Lazlo M. Tauber, Trustee, 5300 Westbard Avenue, Bethesda, Maryland, and to Leslie Gondor, 3541 West Braddock Road, Alexandria, Virginia.

SEVENTEENTH: The terms, conditions and agreements herein contained shall be kept and performed by the respective parties



hereto and will be binding upon them and each of their successors and assigns, and no waiver of any breach of any agreement, condition or covenant herein contained shall be construed to be a waiver of the said condition, covenant or agreement itself or of any subsequent breach thereof or of this agreement.

EIGHTEENTH: If the Leased Premises or any part thereof shall be taken by any governmental or quasi-governmental authority pursuant to the power of eminent domain, the Lessee agrees to make no claim for compensation in the proceedings, and hereby assigns to the lessor any rights which the Lessee may have to any portion of any award made as a result of such taking, and this Lease shall terminate as to the portion of the Leased Premises taken when title to that portion of the Leased Premises is taken by the condemning authority.

NINETEENTH: The Lessor covenants and agrees that the Lessee, upon paying the rental herein reserved and performing the covenants on its part herein required to be performed shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Lease Term.

IN WITNESS WHEREOF, the JEFFERSON MEMORIAL HOSPITAL ASSOCIATES, by Lazzlo N. Tauber, Trustee, has signed and sealed this Lease for the Lessor, and the JEFFERSON MEMORIAL



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, to wit:

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_,  
1966, before me, a Notary Public in and for the County of \_\_\_\_\_,  
State of \_\_\_\_\_, personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of JEFFERSON MEMORIAL HOSPITAL  
INC., in the above Lease, and being personally well known to me, did  
acknowledge the foregoing Lease to be the act and deed of said corporation.

Notary Public

My commission expires: April 1972

STATE OF Illinois  
COUNTY OF Madison, to wit:

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_,  
1966, before me, a Notary Public in and for the County of \_\_\_\_\_,  
State of \_\_\_\_\_, personally appeared Laszlo N. Tauber,  
Trustee, he being personally well known to me, acknowledged the foregoing  
Lease to be the act and deed of the JEFFERSON MEMORIAL HOSPITAL  
ASSOCIATES.

Notary Public

My commission expires: April 1972

SCHEDULE A

The Leased Premises referred to in the attached Lease Agreement are located at 4600 King Street, Alexandria, Virginia, and are described as follows:

All those certain lots or parcels of ground located in the City of Alexandria, Virginia, and more particularly described as follows, to-wit: -

PARCEL ONE:

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turn Pike a corner to the lot of Mrs. Julia T. Klock; thence with the line of Mrs. Klock S. 28° 51' W. 74.4 feet to an iron pipe; thence with another line of Mrs. Klock and the same line continued with Dove N. 77° 48' W. 384.4 feet to an iron pipe set in the E. side of a 12 foot outlet road; a corner to Dove; thence crossing said 12 foot outlet road N. 77° 01' West 12' to an iron pipe in the line of the Green Tract; thence with the line of the Green Tract S. 12° 46' W. 171.18 feet to an iron pipe set in said line a corner to the land of Finisecy; thence with the line of Finisecy S. 58° 22' E. 425.9 feet to an iron pipe set in said line a corner to the lot of W. P. Daniels, Jr.; thence with the line of said Daniels N. 25° 19' E. 320.0 feet to an iron pipe in the west side of Leesburg-Alexandria Turn Pike, a corner to W. O. Daniels, Sr.; thence with the west side of said Turn Pike N. 30° 22' W. 54.3 feet to beginning, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:

TAUBER 19629

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turn Pike, a corner to the land of the Grass-hopper Green School, Inc.; thence with the line of Grass-hopper Green School, Inc., S. 17° 25' 00" W. 323.62 feet to a point in the northerly line of Eva Figgins; thence with the line of Eva Figgins N. 66° 12' 00" W. 426.61 feet to a point in the easterly line of property of the City of Alexandria, identified as Parcel 3849-01-01-03; thence with the line of property of the City of Alexandria and the same line continued with the Alexandria Land Corporation N. 4° 51' 50" E. 171.80 feet to a point on the easterly line of the Alexandria Land Corporation; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, S. 85° 08' 10" E. 12 feet to a point; thence continuing through the land of the said Gerard T. Hopkins and Helen C. Hopkins S. 85° 42' 10" E. 384.40 feet to a point; thence continuing through the land of Hopkins N. 21° 48' 00" E. 72.20 feet to a point in the West side line of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 37° 38' 20" E. 84.30 feet to the point of beginning, containing 2.5639 acres;

AND

PARCEL TWO:

BEGINNING at a stake or pipe on the Southwesterly side of the Leesburg-Alexandria Turn Pike; thence leaving the Pike S. 67° 20' W. 271.75 feet to a pipe in the line of William O. Daniels; thence with his line N. 78° 34' W. 104.8 feet to easterly side of William O. Daniels 12 feet outlet Road; thence with the said side of the road N. 12° 20' E. 50 feet; thence still with the side of the road N. 75° 20' E. 325.3 feet to the said side of the Pike; thence with the side of the Pike S. 30° 43' E. 55 feet to the beginning. .568 acres, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:

BEGINNING at a point on the West side of the Leesburg-Alexandria Turn Pike, said point being N. 37° 38' 20" W. 84.30 feet from a pipe marking the corner of the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, the land of Grasshopper Green School, Inc., on the West side of the Leesburg-Alexandria Turn Pike; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, S. 21° 48' 00" W. 72.20 feet to a point; thence through the land of Hopkins N. 85° 42' 10" W. 279.60 feet to a point; thence through the land of Hopkins N. 60° 11' 50" E. 271.33 feet to a point in the West side of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 38° 27' 40" E. 94.78 feet to a point; thence continuing with the West side of said Turn Pike S. 37° 38' 20" E. 18.38 feet to the point of beginning, containing 0.5698 Acres.

LESS AND EXCEPTING all improvements situate on the hereinabove described parcels of land.

LEASE

THIS LEASE, made as of this 1st day of JANUARY, 1966, by and between JEFFERSON MEMORIAL HOSPITAL ASSOCIATES, a joint venture duly formed and operating under the laws of the Commonwealth of Virginia and hereinafter referred to as the "Lessor", and JEFFERSON MEMORIAL HOSPITAL, INC., a Maryland corporation hereinafter referred to as the "Lessee".

W I T N E S S E T H :

That in consideration of the mutual covenants, promises and agreements herein contained the said parties hereto do hereby agree as follows:

FIRST: (b) The Lessor hereby leases to the Lessee and the Lessee hereby hires from the Lessor, the hospital building located at 4600 King Street, Alexandria, Virginia on land more specifically described on Schedule A, which is attached hereto and made a part hereof. Said hospital building is hereinafter referred to as the "Leased Premises".

(b) The Lessor hereby leases to the Lessee not only the premises just described but also all rights appurtenant thereto, including all right and interest, if any, of the Lessor, in and to the land lying in the streets and sidewalks adjoining said premises, to the center line of such streets and including easements and rights in respect of all adjoining

REAL 000087

J.APP. 3610

public space, including vault space, it being intended hereby that all rights of the Lessor in respect of the Leased Premises or rights relating to the Leased Premises are hereby granted to the Lessee during the Lease Term, but subject to all requirements and limitations, from time to time, of governmental authorities, it being understood that if governmental authorities terminate or restrict any rights to use areas described in paragraph (a) above which extend beyond the premises described in said paragraph (a), the Lessor shall have no liability to the Lessee by reason thereof and that the Lessee will pay all charges with respect thereto.

(c) This Lease shall be at the rental and upon the terms and conditions herein stated. The Original Lease Term shall be for a period of forty (40) years and shall commence as of January 1, 1966. If the Lessee duly remains the lessee of the Leased Premises for the duration of the Original Lease Term, the Lessee shall have the option to renew this Lease for an additional period of forty (40) years (the "First Option Term") upon termination of the Original Lease Term. If the Lessee duly remains the lessee of the Leased Premises for the duration of the First Option Term, the Lessee shall have a second option to renew this Lease for an additional period of nineteen (19) years (the "Second Option Term" upon termination of the First Option Term. Each of the aforesaid options of the Lessee shall be on the same terms and conditions as are contained in the Lease, except as otherwise expressly provided herein, and each of the aforesaid options may be exercised by the Lessee only by giving written notice thereof to the Lessor at least six (6) months prior to the expiration of the Lease term preceding the applicable option period.



All references herein to the Lease Term shall include the Original Lease Term plus any additional term for an option duly exercised hereunder.

SECOND: (a) The Lessee does hereby agree to operate the Leased Premises only as a hospital center and to pay the Lessor an Annual Rental for each Lease Year of Eighty Thousand Nine Hundred Forty Dollars (\$80,940). Such Annual Rental shall be paid in equal monthly installments on or in advance of the first day of each month during the Lease Term. The term "Lease Year", as used in this Lease, shall mean a full twelve (12) month period beginning with the first Lease Year, which shall commence as of January 1, 1966 (the "Lease Commencement Date").

(b) The formula for increases and subsequent decreases, if any, of the Annual Rental, shall be based on the fluctuations in the "Wholesale Price Index, All Commodities (1957-59 Cost Equals 100)" of the United States Department of Labor's Bureau of Labor Statistics, hereinafter called the Cost of Living Index (C.L.I.). On each tenth (10th) anniversary of the Lease Commencement Date the Annual Rental for the next ten (10) Lease Years shall be recomputed by multiplying the Annual Rental specified in paragraph (a) above by a fraction, the denominator of which shall be the C.L.I. for the month in which the Lease Commencement Date occurs, and the numerator of which

shall be the C.L.I. for the month in which said tenth (10th) anniversary of the Lease Commencement Date occurs, except that in no event will the Annual Basic Rental be less than the amount specified in said paragraph (a).

(c) As part of the consideration for this Lease and as additional rent and subject to all of the provisions hereof, the Lessee covenants and agrees, commencing as of January 1, 1966, and at all times during the Lease Term, at the Lessee's own cost and expense to pay, as the same become due and payable and before any fine, penalty, interest or other charge which may be added thereto for the nonpayment thereof, all taxes, license and permit fees, charges for public utilities of any kind, and obligations for any and all other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including, but not limited to, assessments for sidewalks, streets, sewers, water, or any other public improvements, and any other improvements or benefits which shall, during the Lease Term, be made, assessed, levied, or imposed upon, or become due and payable in connection with, or a lien upon, the Leased Premises, or any part thereof, or improvements thereon, or upon this Lease (all of such items being herein referred to as an "Imposition"), except that any such amounts properly allocable to periods before or after the Lease Term

shall not be payable by the Lessee and shall be equitably apportioned between the Lessor and the Lessee. The Lessor agrees promptly to send to the Lessee copies of any notices in respect of any such Imposition. The Lessee covenants to furnish to the Lessor, upon specific request in each instance, official receipts of the proper taxing of other governmental authorities or other proof satisfactory to the Lessor, evidencing the full payment of any and all such Imposition. If, by law, any Imposition may be paid, at the option of the taxpayer, in installments (whether or not interest accrues thereon) the Lessee may pay the same in installments.

(d) The provisions of this Lease shall not be deemed to require the Lessee to pay any tax on the rental paid to the Lessor, or any inheritance, estate, succession or transfer taxes under any existing or future laws of the United States of America, or of any other country, or of any jurisdiction therein, that may be payable by reason of the devolution by descent or testamentary provision of the Lessor's estate in the Leased Premises, and the Lessee shall not be required to pay any income, gift or capital levy or excess profits tax that may be payable by the Lessor under any existing or future tax law of the United States or of any jurisdiction therein.

(e) The Lessee shall have the right, if the Lessee disputes the amount or validity of any Imposition upon the Leased Premises and improvements thereon (whether in respect of the amount of tax assessment or otherwise) to contest and defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid the same;

provided, however, that such contest shall be prosecuted to a final conclusion as speedily as is reasonably possible. Any rebate made on account of any Imposition paid by the Lessee, shall be long and be paid to the Lessee. The Lessor agrees to render to the Lessee all reasonable assistance, at no expense to the Lessor, in contesting the validity or amount of any Imposition, including joining in the execution of any documents, or the signing of any protests or pleadings, which the Lessee may file. During any such contest, the Lessee shall (by payment of such disputed Imposition, if necessary) prevent any foreclosure of, or any divesting thereby, of the Lessor's interest in or to the Leased Premises, and will further (by the payment of such disputed Imposition, if necessary) prevent the public sale or enforcement of any lien for any such Imposition.

THIRD: The Lessee agrees that during the Lease Term and as part of its obligations under Article SECOND hereof it will pay all charges for electricity, water, sewer, gas and telephone service used on the Leased Premise

FOURTH: The Lessee shall have the privilege of installing any air conditioning, furniture, fixtures and machinery and equipment necessary to the conduct of its business and the same shall remain the property of the Lessee, provided such property is removed by the Lessee before the expiration of the Lease Term, and further provided that in the event any damage is done to the Leased Premises in the removal of said air conditioning, furniture, fixtures or machinery and equipment, the Lessee will promptly reimburse the Lessor for the cost of such repairs as are necessary to restore the Leased Premises to their condition at the commencement of this Lease. In the event of failure of the Lessee

to remove said air conditioning, furniture, fixtures, or machinery and equipment from the Leased Premises before expiration of this Lease (or any extension thereof) as provided for above, it is agreed that the Lessee is abandoning said air conditioning, furniture, fixtures, or machinery and equipment and such property shall become the property of the Lessor, who shall have the right to use, remove or dispose of said air conditioning, furniture, fixtures and machinery and equipment, all at the expense, if any, to the Lessee.

FIFTH: (a) During the Lease Term the Lessee will, at its own expense, make all repairs and replacements necessary to keep the Leased Premises and the plumbing, heating, electrical and other equipment thereof, in good repair and in proper sanitary condition, including repairs to the roof and exterior walls of the Leased Premises. At the expiration or termination of the Lease (or any extension thereof) the Lessee shall leave the Leased Premises in good condition, allowance being made for ordinary wear and tear and damage by fire, or by the elements, or by tornado, or by act of God or by public enemy being excepted.

(b) The Lessor reserves the right to enter upon the Leased Premises at any time during reasonable and usual business hours to inspect the same; and, in the case of emergency, the Lessor may enter upon the Leased Premises at any time to protect and preserve the Leased Premises or people thereon. The Lessee agrees that it will indemnify and save the Lessor harmless from any and all liability, damage expense, cause of action, suits, claims or judgments arising from injury to person or property on the Leased Premises, or upon the adjoining sidewalks, or

parking lot, which arise out of the act, failure to act, or negligence of the Lessee, its agents or employees. In order to assure such indemnity, the Lessee agrees to carry and keep in full force and effect at all times during the Lease Term, for the protection of the Lessor and Lessee herein, public liability insurance with limits of \$500,000/1,000,000 and fire and extended coverage on the Leased Premises, with a good and responsible insurance company, and to deliver to the Lessor a copy of said policies or certificates showing the same to be in force and effect. The Lessee covenants and agrees to carry adequate insurance on all plate glass in the Leased Premises and to cause said plate glass to be replaced if broken. In the event the Lessee shall fail to keep in force and maintain any of such policies of public liability, fire and extended coverage on the Leased Premises, and plate glass insurance, the Lessor shall have the privilege, at its option, to obtain such policies of insurance and to pay the premiums thereon, and the amount so paid, with interest thereon at the highest legal rate, shall, at the option of the Lessor, be added to the next installment of the Annual Rental payable under the provisions of this Lease.

SIXTH: The Lessee may not sublet the Leased Premises, or any portion thereof, without the written consent of the Lessor.

SEVENTH: The Lessee covenants and agrees to use the Leased Premises for the conduct and operation of a hospital center and will use said premises for no other purpose whatsoever without the prior written consent of the Lessor.

EIGHTH: (a) The Lessee covenants and agrees not to make any structural alterations or changes to any part of the Leased Premises without first having obtained the written consent of the Lessor.

(b) In the event of any such approved structural alterations or changes to any part of the Leased Premises, the Lessee agrees that it will make such additions, improvements, alterations and/or installations at its own expense. Request for consent to make any structural alterations or changes addressed to the Lessor shall be accompanied by plans and a letter from the Lessee stating in detail precisely what is to be done. The Lessee agrees that in making any such additions, improvements, alterations and/or installations in or to said premises, it will comply with the building codes, regulations and laws now or hereafter to be made or enforced in the municipality in which the Leased Premises are located and which pertain to such work; it being further agreed that any additions, improvements, alterations and/or installations made by the Lessee (except only movable store and office furniture and fixtures) shall become and remain a part of the Leased Premises and be and remain the property of the Lessor upon the termination of this Lease (or any extension thereof) or the Lessee's occupancy of the Leased Premises; provided, however, that if the Lessor gives written notice to the Lessee at the expiration or prior termination of this Lease to such effect, it may require the Lessee to restore the Leased Premises to its condition at the commencement of this Lease. The Lessee agrees that it will save harmless the Lessor from and against all expenses, including additional real estate taxes, liens, claims or damages to either property or person which may or might arise by reason of the making of any such additions, improvements, alterations and/or installations.

NINTH: The Lessee covenants that it will, at its own cost, promptly comply with and carry out all orders, requirements or conditions now or hereafter imposed upon it by the ordinances, laws and/or regulations of the government of the City of Alexandria and the Commonwealth of Virginia in which the Leased Premises are located, or of any of its various departments during the Lease Term, whether such orders, requirements or conditions are required of the Lessor or otherwise, to be done or performed during the Lease Term insofar as they are occasioned by or required in the conduct of the business of the Lessee, and the Lessee will indemnify and save harmless the Lessor from all penalties, claims and demands resulting from Lessee's failure or negligence in this respect.

TENTH: The Lessee agrees that this Lease shall be subject and subordinate to the lien of any bona fide mortgages or deeds of trust that may now or at any time hereafter be placed against the Leased Premises by the Lessor to secure money borrowed from any insurance company or recognized financial institution. The Lessee further agrees, at any time hereafter, on demand, to execute any instrument, releases or other documents that may be required by the Lessor for the purpose of subjecting and subordinating this Lease to the lien of any first mortgage or deed of trust, whether original or substituted.

ELEVENTH: The Lessee agrees that it will keep the Leased Premises free of trash and dirt accumulations and shall furnish adequate and proper receptacles for trash and garbage, and shall remove trash, snow and ice.



TWELFTH: In the event the Lessee shall be adjudicated a bankrupt and a receiver or trustee shall be appointed by an appropriate court of its property and assets after the Lessee has exhausted its legal remedies in opposing such receivership, or if the Lessee shall make an assignment or other conveyance in trust for the benefit of its creditors, or if the Lessee shall suffer or permit a final judgment or decree for the payment of money to be entered against it and execution to issue thereon and be levied upon its interest in this Lease, and such execution and levy be not dismissed within ten (10) days after the date of such execution and levy, then, upon the happening of any such event, this Lease shall, at the option of the Lessor, cease and determine.

THIRTEENTH: In the case of fire, the Lessee shall give immediate notice thereof to the Lessor. If the Leased Premises shall be partially damaged by fire or other casualty, and the Lessee can reasonably carry on its business in the Leased Premises, the same shall be repaired or restored by the Lessor as its was immediately prior to such fire or other casualty, at the Lessor's expense, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims, and until the repairs shall be made the annual rent shall be reduced in proportion to the portion of the Leased Premises that are unusable. In the event, during the Original Lease Term, and while ten (10) or more years of such term remain, that any portion of the Leased Premises is rendered unusable by fire or other cause covered by insurance, the Lessor agrees to restore the same promptly in accordance with the provisions hereof; but in the event the Leased Premises are so damaged to the extent that seventy-five percent (75%) thereof (or more) is rendered unusable, and such damage occurs after the expiration of the Original Lease Term or during the final ten (10) years of such term, the Lessor, at its option

may cancel and terminate this Lease upon notice to the Lessee at any time within sixty (60) days after the date of such damage, unless within thirty (30) days of the giving of such notice by the Lessor, the Lessee shall agree to a new lease of all terms hereof for a term of forty (40) years beginning on the date of the restoration of the Leased Premises. In the event of damage to the Leased Premises by fire or other cause, the question of whether or not seventy-five percent (75%) of the remaining portion of the premises can reasonably be used shall be determined by agreement between the Lessor and the Lessee.

FOURTEENTH: (a) If the Lessee shall fail timely to pay the rent called for herein as aforesaid, or breaks or violates any of the within covenants, conditions or agreements, and if such breach be not corrected within ten (10) days after notice by the Lessor to the Lessee of the existence of such breach, then and in any of the said events, this Lease and all things herein contained shall, at the option of the Lessor, cease and determine and shall operate as a notice to quit, the thirty (30) days' written notice to quit being hereby expressly waived; and the Lessor may proceed to recover possession of the Leased Premises under and by virtue of the provisions of the Code of the City of Alexandria and the Commonwealth of Virginia, or by such legal process as may at the time be in operation and force in like cases relating to proceedings between lessors and lessees. and when such possession is obtained, Lessor may re-rent the Leased Premises at the risk and cost of the defaulting Lessee, whose default in no instance shall relieve it of liability for the difference between the rent herein reserved and the rent actually received by Lessor during the term remaining after such default occurs.

- 12 -

REAL 000098

J.APP. 3621

(b) If a summons or other notice shall at any time be served upon the Lessee by the Lessor as aforesaid, and compromise or settlement shall be effected either before or after judgment or decree whereby the Lessee shall be allowed or permitted to retain possession of the Leased Premises, then said proceeding shall not constitute a waiver of any covenant or agreement herein contained, or this Lease itself, or of any subsequent breach or violation of any of its conditions, covenants or agreements.

FIFTEENTH: It is understood and agreed that all personal property, goods, wares, and merchandise in the Leased Premises shall be and remain at the Lessee's sole risk and the Lessor shall not be liable for any damage to or loss of such personal property, goods, and merchandise arising from the bursting, overflowing, or leaking of the roof or of water, sewer, or steam pipes, or from heating or plumbing fixtures or from the handling of electric wire or fixtures or from any other cause whatsoever, unless said damages are caused through the negligence of the Lessor.

SIXTEENTH: Any notices required or given hereunder by the Lessor to the Lessee shall be deemed to have been given if mailed, postage prepaid, to Lessee addressed to the Leased Premises; and any notices required or given hereunder by the Lessee to the Lessor, shall be deemed to have been given if mailed, postage prepaid, to Laszlo N. Tauber, Trustee, 5300 Westbard Avenue, Bethesda, Maryland, and to Leslie Gondor, 3541 West Braddock Road, Alexandria, Virginia.

SEVENTEENTH: The terms, conditions and agreements herein contained shall be kept and performed by the respective parties

hereto and will be binding upon them and each of their successors and assigns, and no waiver of any breach of any agreement, condition or covenant herein contained shall be construed to be a waiver of the said condition, covenant or agreement itself or of any subsequent breach thereof or of this agreement.

EIGHTEENTH: If the Leased Premises or any part thereof shall be taken by any governmental or quasi-governmental authority pursuant to the power of eminent domain, the Lessee agrees to make no claim for compensation in the proceedings, and hereby assigns to the lessor any rights which the Lessee may have to any portion of any award made as a result of such taking, and this Lease shall terminate as to the portion of the Leased Premises taken when title to that portion of the Leased Premises is taken by the condemning authority.

NINETEENTH: The Lessor covenants and agrees that the Lessee, upon paying the rental herein reserved and performing the covenants on its part herein required to be performed shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Lease Term.

IN WITNESS WHEREOF, the JEFFERSON MEMORIAL HOSPITAL ASSOCIATES, by Laszlo N. Tauber, Trustee, has signed and sealed this Lease for the Lessor, and the JEFFERSON MEMORIAL

HOSPITAL, INC., has caused its corporate name to be signed by its

\_\_\_\_\_ and duly attested by \_\_\_\_\_.

its \_\_\_\_\_, and its corporate seal hereunto affixed.

JEFFERSON MEMORIAL HOSPITAL ASSOCIATES,  
LESSOR

[Signature] By L. N. Tauber, Trustee  
Witness Laszlo N. Tauber, Trustee

JEFFERSON MEMORIAL HOSPITAL, INC.  
LESSEE

ATTEST:

[Signature] By L. N. Tauber, Trustee

[Corporate Seal]

STATE OF Virginia  
~~CITY~~ OF Alexandria, to wit:

I hereby certify that on this 21st day of October,  
1966, before me, a Notary Public in and for the ~~County~~ <sup>City</sup> of Alexandria,  
State of Virginia, personally appeared Lazlo N. Tauber,  
the President of JEFFERSON MEMORIAL HOSPITAL,  
INC., in the above Lease, and being personally well known to me, did  
acknowledge the foregoing Lease to be the act and deed of said corporation.

Mary C. James  
Notary Public

My commission expires: Sept 9, 1970

STATE OF Virginia  
~~CITY~~ OF Alexandria, to wit:

I hereby certify that on this 21st day of October,  
1966, before me, a Notary Public in and for the ~~County~~ <sup>City</sup> of Alexandria,  
State of Virginia, personally appeared Lazlo N. Tauber,  
Trustee, he being personally well known to me, acknowledged the foregoing  
Lease to be the act and deed of the JEFFERSON MEMORIAL HOSPITAL  
ASSOCIATES.

Mary C. James  
Notary Public

My commission expires: Sept 9, 1970

SUBLEASE

THIS SUBLEASE, made as of this 2nd day of January, 1966, by and between JEFFERSON MEMORIAL HOSPITAL ASSOCIATES, a joint venture duly formed and operating under the laws of the Commonwealth of Virginia and hereinafter referred to as the "Lessor", and JEFFERSON MEMORIAL HOSPITAL, INC., a Maryland corporation hereinafter referred to as the "Lessee".

W I T N E S S E T H :

That in consideration of the mutual covenants, promises and agreements herein contained the said parties hereto do hereby agree as follows:

FIRST: (a) The Lessor hereby subleases to the Lessee and the Lessee hereby hires from the Lessor, the land and entire hospital building located thereon in what is known and described as 4600 King Street Alexandria, Virginia (and which is more specifically described on Schedule A which is attached hereto and made a part hereof). Said land and hospital building are hereinafter referred to as the "Leased Premises".

(b) The Lessor hereby leases to the Lessee not only the premises just described but also all rights appurtenant thereto, including all right and interest, if any, of the Lessor, in and to the land lying in the streets and sidewalks adjoining said premises, to the center line of such streets and including easements and rights in respect of all adjoining

TAUBER 26332

Trial Exhibit  
No. 293.  
JAPP. 3626

public space, including vault space, it being intended hereby that all rights of the Lessor in respect of the Leased Premises or rights relating to the Leased Premises are hereby granted to the Lessee during the Lease Term, but subject to all requirements and limitations, from time to time, of governmental authorities, it being understood that if governmental authorities terminate or restrict any rights to use areas described in paragraph (a) above which extend beyond the premises described in said paragraph (a), the Lessor shall have no liability to the Lessee by reason thereof and that the Lessee will pay all charges with respect thereto.

(c) This Lease shall be at the rental and upon the terms and conditions herein stated. The Original Lease Term shall be for a period of forty (40) years and shall commence as of January 1, 1966. If the Lessee duly remains the lessee of the Leased Premises for the duration of the Original Lease Term, the Lessee shall have the option to renew this Lease for an additional period of forty (40) years (the "First Option Term") upon termination of the Original Lease Term. If the Lessee duly remains the lessee of the Leased Premises for the duration of the First Option Term, the Lessee shall have a second option to renew this Lease for an additional period of nineteen (19) years (the "Second Option Term") upon termination of the First Option Term. Each of the aforesaid options of the Lessee shall be on the same terms and conditions as are contained in the Lease, except as otherwise expressly provided herein, and each of the aforesaid options may be exercised by the Lessee only by giving written notice thereof to the Lessor at least six (6) months prior to the expiration of the Lease term preceding the applicable option period.



All references herein to the Lease Term shall include the Original Lease Term plus any additional term for an option duly exercised hereunder.

SECOND: (a) The Lessee does hereby agree to operate the Leased Premises only as a hospital center and to pay the Lessor an Annual Rental for each Lease Year of One Hundred Thousand Four Hundred Forty Dollars (\$100,440). Such Annual Rental shall be paid in equal monthly installments on or in advance of the first day of each month during the Lease Term. The term "Lease Year", as used in this Lease, shall mean a full twelve (12) month period beginning with the first Lease Year, which shall commence as of January 1, 1966 (the "Lease Commencement Date").

(b) The formula for increases and subsequent decreases, if any, of the Annual Rental, shall be based on the fluctuations in the "Wholesale Price Index, All Commodities (1957-59 Cost Equals 100)" of the United States Department of Labor's Bureau of Labor Statistics, hereinafter called the Cost of Living Index (C.L.I.). On each tenth (10th) anniversary of the Lease Commencement Date the Annual Rental for the next ten (10) Lease Years shall be recomputed by multiplying the Annual Rental specified in paragraph (a) above by a fraction, the denominator of which shall be the C.L.I. for the month in which the Lease Commencement Date occurs, and the numerator of which

shall be the C.L.I. for the month in which said tenth (10th) anniversary of the Lease Commencement Date occurs, except that in no event will the Annual Basic Rental be less than the amount specified in said paragraph (a).

(c) As part of the consideration for this Lease and as additional rent and subject to all of the provisions hereof, the Lessee covenants and agrees, commencing as of January 1, 1966, and at all times during the Lease Term, at the Lessee's own cost and expense to pay, as the same become due and payable and before any fine, penalty, interest or other charge which may be added thereto for the nonpayment thereof, all taxes, license and permit fees, charges for public utilities of any kind, and obligations for any and all other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including, but not limited to, assessments for sidewalks, streets, sewers, water, or any other public improvements, and any other improvements or benefits which shall, during the Lease Term, be made, assessed, levied, or imposed upon, or become due and payable in connection with, or a lien upon, the Leased Premises, or any part thereof, or improvements thereon, or upon this Lease (all of such items being herein referred to as an "Imposition"), except that any such amounts properly allocable to periods before or after the Lease Term

shall not be payable by the Lessee and shall be equitably apportioned between the Lessor and the Lessee. The Lessor agrees promptly to send to the Lessee copies of any notices in respect of any such Imposition. The Lessee covenants to furnish to the Lessor, upon specific request in each instance, official receipts of the proper taxing of other governmental authorities or other proof satisfactory to the Lessor, evidencing the full payment of any and all such Imposition. If, by law, any Imposition may be paid, at the option of the taxpayer, in installments (whether or not interest accrues thereon) the Lessee may pay the same in installments.

(d) The provisions of this Lease shall not be deemed to require the Lessee to pay any tax on the rental paid to the Lessor, or any inheritance, estate, succession or transfer taxes under any existing or future laws of the United States of America, or of any other country, or of any jurisdiction therein, that may be payable by reason of the devolution by descent or testamentary provision of the Lessor's estate in the Leased Premises, and the Lessee shall not be required to pay any income, gift or capital levy or excess profits tax that may be payable by the Lessor under any existing or future tax law of the United States or of any jurisdiction therein.

(e) The Lessee shall have the right, if the Lessee disputes the amount or validity of any Imposition upon the Leased Premises and improvements thereon (whether in respect of the amount of tax assessment or otherwise) to contest and defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid the same;

provided, however, that such contest shall be prosecuted to a final conclusion as speedily as is reasonably possible. Any rebate made on account of any Imposition paid by the Lessee, shall be long and be paid to the Lessee. The Lessor agrees to render to the Lessee all reasonable assistance, at no expense to the Lessor, in contesting the validity or amount of any Imposition, including joining in the execution of any documents, or the signing of any protests or pleadings, which the Lessee may file. During any such contest, the Lessee shall (by payment of such disputed Imposition, if necessary) prevent any foreclosure of, or any divesting thereby, of the Lessor's interest in or to the Leased Premises, and will further (by the payment of such disputed Imposition, if necessary) prevent the public sale or enforcement of any lien for any such Imposition.

THIRD: The Lessee agrees that during the Lease Term and as part of its obligations under Article SECOND hereof it will pay all charges for electricity, water, sewer, gas and telephone service used on the Leased Premises.

FOURTH: The Lessee shall have the privilege of installing any air conditioning, furniture, fixtures and machinery and equipment necessary to the conduct of its business and the same shall remain the property of the Lessee, provided such property is removed by the Lessee before the expiration of the Lease Term, and further provided that in the event any damage is done to the Leased Premises in the removal of said air conditioning, furniture, fixtures or machinery and equipment, the Lessee will promptly reimburse the Lessor for the cost of such repairs as are necessary to restore the Leased Premises to their condition at the commencement of this Lease. In the event of failure of the Lessee

to remove said air conditioning, furniture, fixtures, or machinery and equipment from the Leased Premises before expiration of this Lease (or any extension thereof) as provided for above, it is agreed that the Lessee is abandoning said air conditioning, furniture, fixtures, or machinery and equipment and such property shall become the property of the Lessor, who shall have the right to use, remove or dispose of said air conditioning, furniture, fixtures and machinery and equipment, all at the expense, if any, to the Lessee.

FIFTH: (a) During the Lease Term the Lessee will, at its own expense, make all repairs and replacements necessary to keep the Leased Premises and the plumbing, heating, electrical and other equipment thereof, in good repair and in proper sanitary condition, including repairs to the roof and exterior walls of the Leased Premises. At the expiration or termination of the Lease (or any extension thereof) the Lessee shall leave the Leased Premises in good condition, allowance being made for ordinary wear and tear and damage by fire, or by the elements, or by tornado, or by act of God or by public enemy being excepted.

(b) The Lessor reserves the right to enter upon the Leased Premises at any time during reasonable and usual business hours to inspect the same; and, in the case of emergency, the Lessor may enter upon the Leased Premises at any time to protect and preserve the Leased Premises or people thereon. The Lessee agrees that it will indemnify and save the Lessor harmless from any and all liability, damage expense, cause of action, suits, claims or judgments arising from injury to person or property on the Leased Premises, or upon the adjoining sidewalks, or

parking lot, which arise out of the act, failure to act, or negligence of the Lessee, its agents or employees. In order to assure such indemnity, the Lessee agrees to carry and keep in full force and effect at all times during the Lease Term, for the protection of the Lessor and Lessee herein, public liability insurance with limits of \$500/1,000,000.00, and fire and extended coverage on the Leased Premises, with a good and responsible insurance company, and to deliver to the Lessor a copy of said policies or certificates showing the same to be in force and effect. The Lessee covenants and agrees to carry adequate insurance on all plate glass in the Leased Premises and to cause said plate glass to be replaced if broken. In the event the Lessee shall fail to keep in force and maintain any of such policies of public liability, fire and extended coverage on the Leased Premises, and plate glass insurance, the Lessor shall have the privilege, at its option, to obtain such policies of insurance and to pay the premiums thereon, and the amount so paid, with interest thereon at the highest legal rate, shall, at the option of the Lessor, be added to the next installment of the Annual Rental payable under the provisions of this Lease.

SIXTH: The Lessee may not sublet the Leased Premises, or any portion thereof, without the written consent of the Lessor.

SEVENTH: The Lessee covenants and agrees to use the Leased Premises for the conduct and operation of a hospital center and will use said premises for no other purpose whatsoever without the prior written consent of the Lessor.

EIGHTH: (a) The Lessee covenants and agrees not to make any structural alterations or changes to any part of the Leased Premises without first having obtained the written consent of the Lessor.

- 8 -

TAUBER 20339

J.APP. 3633

(b) In the event of any such approved structural alterations or changes to any part of the Leased Premises, the Lessee agrees that it will make such additions, improvements, alterations and/or installations at its own expense. Request for consent to make any structural alterations or changes addressed to the Lessor shall be accompanied by plans and a letter from the Lessee stating in detail precisely what is to be done. The Lessee agrees that in making any such additions, improvements, alterations and/or installations in or to said premises, it will comply with the building codes, regulations and laws now or hereafter to be made or enforced in the municipality in which the Leased Premises are located and which pertain to such work; it being further agreed that any additions, improvements, alterations and/or installations made by the Lessee (except only movable store and office furniture and fixtures) shall become and remain a part of the Leased Premises and be and remain the property of the Lessor upon the termination of this Lease (or any extension thereof) or the Lessee's occupancy of the Leased Premises; provided, however, that if the Lessor gives written notice to the Lessee at the expiration or prior termination of this Lease to such effect, it may require the Lessee to restore the Leased Premises to its condition at the commencement of this Lease. The Lessee agrees that it will save harmless the Lessor from and against all expenses, including additional real estate taxes, liens, claims or damages to either property or person which may or might arise by reason of the making of any such additions, improvements, alterations and/or installations.

NINTH: The Lessee covenants that it will, at its own cost, promptly comply with and carry out all orders, requirements or conditions now or hereafter imposed upon it by the ordinances, laws and/or regulations of the government of the City of Alexandria and the Commonwealth of Virginia in which the Leased Premises are located, or of any of its various departments during the Lease Term, whether such orders, requirements or conditions are required of the Lessor or otherwise, to be done or performed during the Lease Term insofar as they are occasioned by or required in the conduct of the business of the Lessee, and the Lessee will indemnify and save harmless the Lessor from all penalties, claims and demands resulting from Lessee's failure or negligence in this respect.

TENTH: The Lessee agrees that this Lease shall be subject and subordinate to the lien of any bona fide mortgages or deeds of trust that may now or at any time hereafter be placed against the Leased Premises by the Lessor to secure money borrowed from any insurance company or recognized financial institution. The Lessee further agrees, at any time hereafter, on demand, to execute any instrument, releases or other documents that may be required by the Lessor for the purpose of subjecting and subordinating this Lease to the lien of any first mortgage or deed of trust, whether original or substituted.

ELEVENTH: The Lessee agrees that it will keep the Leased Premises free of trash and dirt accumulations and shall furnish adequate and proper receptacles for trash and garbage. and shall remove trash, snow and ice.



TWELFTH: In the event the Lessee shall be adjudicated a bankrupt and a receiver or trustee shall be appointed by an appropriate court of its property and assets after the Lessee has exhausted its legal remedies in opposing such receivership, or if the Lessee shall make an assignment or other conveyance in trust for the benefit of its creditors, or if the Lessee shall suffer or permit a final judgment or decree for the payment of money to be entered against it and execution to issue thereon and be levied upon its interest in this Lease, and such execution and levy be not dismissed within ten (10) days after the date of such execution and levy, then, upon the happening of any such event, this Lease shall, at the option of the Lessor, cease and determine.

THIRTEENTH: In the case of fire, the Lessee shall give immediate notice thereof to the Lessor. If the Leased Premises shall be partially damaged by fire or other casualty, and the Lessee can reasonably carry on its business in the Leased Premises, the same shall be repaired or restored by the Lessor as it was immediately prior to such fire or other casualty, at the Lessor's expense, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims, and until the repairs shall be made the annual rent shall be reduced in proportion to the portion of the Leased Premises that are unusable. In the event, during the Original Lease Term, and while ten (10) or more years of such term remain, that any portion of the Leased Premises is rendered unusable by fire or other cause covered by insurance, the Lessor agrees to restore the same promptly in accordance with the provisions hereof; but in the event the Leased Premises are so damaged to the extent that seventy-five percent (75%) thereof (or more) is rendered unusable, and such damage occurs after the expiration of the Original Lease Term or during the final ten (10) years of such term, the Lessor, at its option

may cancel and terminate this Lease upon notice to the Lessee at any time within sixty (60) days after the date of such damage, unless within thirty (30) days of the giving of such notice by the Lessor, the Lessee shall agree to a new lease of all terms hereof for a term of forty (40) years beginning on the date of the restoration of the Leased Premises. In the event of damage to the Leased Premises by fire or other cause, the question of whether or not seventy-five percent (75%) of the remaining portion of the premises can reasonably be used shall be determined by agreement between the Lessor and the Lessee.

FOURTEENTH: (a) If the Lessee shall fail timely to pay the rent called for herein as aforesaid, or breaks or violates any of the within covenants, conditions or agreements, and if such breach be not corrected within ten (10) days after notice by the Lessor to the Lessee of the existence of such breach, then and in any of the said events, this Lease and all things herein contained shall, at the option of the Lessor, cease and determine and shall operate as a notice to quit, the thirty (30) days' written notice to quit being hereby expressly waived; and the Lessor may proceed to recover possession of the Leased Premises under and by virtue of the provisions of the Code of the City of Alexandria and the Commonwealth of Virginia, or by such legal process as may at the time be in operation and force in like cases relating to proceedings between lessors and lessees, and when such possession is obtained, Lessor may re-rent the Leased Premises at the risk and cost of the defaulting Lessee, whose default in no instance shall relieve it of liability for the difference between the rent herein reserved and the rent actually received by Lessor during the term remaining after such default occurs.

(b) If a summons or other notice shall at any time be served upon the Lessee by the Lessor as aforesaid, and compromise or settlement shall be effected either before or after judgment or decree whereby the Lessee shall be allowed or permitted to retain possession of the Leased Premises, then said proceeding shall not constitute a waiver of any covenant or agreement herein contained, or this Lease itself, or of any subsequent breach or violation of any of its conditions, covenants or agreements.

**FIFTEENTH:** It is understood and agreed that all personal property, goods, wares, and merchandise in the Leased Premises shall be and remain at the Lessee's sole risk and the Lessor shall not be liable for any damage to or loss of such personal property, goods, and merchandise arising from the bursting, overflowing, or leaking of the roof or of water, sewer, or steam pipes, or from heating or plumbing fixtures or from the handling of electric wire or fixtures or from any other cause whatsoever, unless said damages are caused through the negligence of the Lessor.

**SIXTEENTH:** Any notices required or given hereunder by the Lessor to the Lessee shall be deemed to have been given if mailed, postage prepaid, to Lessee addressed to the Leased Premises; and any notices required or given hereunder by the Lessee to the Lessor, shall be deemed to have been given if mailed, postage prepaid, to Laszlo N. Tauber, Trustee, 5300 Westbard Avenue, Bethesda, Maryland.

**SEVENTEENTH:** The terms, conditions and agreements herein contained shall be kept and performed by the respective parties hereto and will be binding upon them and each of their successors and

assigns, and no waiver of any breach of any agreement, condition or covenant herein contained shall be construed to be a waiver of the said condition, covenant or agreement itself or of any subsequent breach thereof or of this agreement.

EIGHTEENTH: If the Leased Premises or any part thereof shall be taken by any governmental or quasi-governmental authority pursuant to the power of eminent domain, the Lessee agrees to make no claim for compensation in the proceedings, and hereby assigns to the lessor any rights which the Lessee may have to any portion of any award made as a result of such taking, and this Lease shall terminate as to the portion of the Leased Premises taken when title to that portion of the Leased Premises is taken by the condemning authority.

NINETEENTH: The Lessor covenants and agrees that the Lessee, upon paying the rental herein reserved and performing the covenants on its part herein required to be performed shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Lease Term.

IN WITNESS WHEREOF, the JEFFERSON MEMORIAL HOSPITAL ASSOCIATES, by Lazzlo N. Tauber, Trustee, has signed and sealed this Lease for the Lessor, and the JEFFERSON MEMORIAL

HOSPITAL, INC., has caused its corporate name to be signed by its

\_\_\_\_\_ and duly attested by \_\_\_\_\_,

its \_\_\_\_\_, and its corporate seal hereunto affixed.

JEFFERSON MEMORIAL HOSPITAL ASSOCIATES,  
LESSOR

\_\_\_\_\_ By Lazlo N. Tauber, Trustee  
Witness

JEFFERSON MEMORIAL HOSPITAL, INC.  
LESSEE

ATTEST:

Michael G. Connors By George William Wiersma

[Corporate Seal]

STATE OF Virginia  
<sup>City</sup>  
COUNTY OF Alexandria, to wit:

I hereby certify that on this 3rd day of October,  
1966, before me, a Notary Public in and for the <sup>City</sup> County of Alexandria,  
State of Virginia, personally appeared Harry Wilson Thomas Jr.  
the Vice President of JEFFERSON MEMORIAL HOSPITAL  
INC., in the above Lease, and being personally well known to me, did  
acknowledge the foregoing Lease to be the act and deed of said corporation.

Mary C. James  
Notary Public

My commission expires: 1/9/1970

STATE OF Virginia  
<sup>City</sup>  
COUNTY OF Alexandria, to wit:

I hereby certify that on this 3rd day of October,  
1966, before me, a Notary Public in and for the <sup>City</sup> County of Alexandria,  
State of Virginia, personally appeared László N. Tauber,  
Trustee, he being personally well known to me, acknowledged the foregoing  
Lease to be the act and deed of the JEFFERSON MEMORIAL HOSPITAL  
ASSOCIATES.

Mary C. James  
Notary Public

My commission expires: 9/9/1970

THIS DEED, made this 5th day of January, 1934, between IRVING BERMAN and BETTY BERMAN, his wife and GEORGE M. BOWEN and TESSIE BOWEN, his wife, parties of the first part, and JEFFERSON MEMORIAL HOSPITAL, INC., a Maryland Corporation, party of the second part.

\*\*\*\*\*

That for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged the parties of the first part do grant and convey, with general warranty of title, unto the party of the second part, the following described property situated and being in the City of Alexandria, Virginia:

BEGINNING at a point lying on the south westerly side of Beauregard Street, a corner common to the M. & E. R. R. and the Parcel described herein, then a running with a line of the said M. & E. R. R. to the N. 127°15'00" W. 133.25 feet to a corner of Beauregard Street, thence a running with a line of the party and running with a line of Beauregard Street, N. 76°15'00" W. 133.25 feet to a point in the said southeasterly side of Beauregard Street, as indicated, then a running with Beauregard Street and running with the line southeasterly side of Beauregard Street, N. 117°00'00" W. 167.00 feet to a point of Beauregard Street, 166.25 feet measured along the line of the street to the N. 117°00'00" W. 166.25 feet to a point and place of beginning, bearing S. 117°15'00" W. 166.25 feet to the point and place of last, more or less.

AND BEING, part of the said parcel, as shown to the parties of the first part, and recorded in Book 10, Page 10, of the records of the Alexandria County, Virginia.

This deed is made in full satisfaction of the debt of the party of the second part to the party of the first part, as shown to the parties of the first part, and recorded in Book 10, Page 10, of the records of the Alexandria County, Virginia.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, and the party of the second part has hereunto set its hand and seal, this 5th day of January, 1934.

The parties of the first part have hereunto set their hands and seals, and the party of the second part has hereunto set its hand and seal, this 5th day of January, 1934.

612-403

assurances of the fact as set forth herein.

WITNESS the following signatures and seals.

IRVING BERMAN (SEAL)  
BETTY BERMAN (SEAL)  
JESSE H. HUBBARD (SEAL)  
JESSIE HUBBARD (SEAL)

STATE OF VIRGINIA.

COUNTY OF ARLINGTON, to wit:

I, *[Signature]*, a Notary Public in and for the County aforesaid, in the State of Virginia, do hereby certify that IRVING BERMAN and BETTY BERMAN, his wife and JESSE H. HUBBARD and JESSIE HUBBARD, his wife, whose names are signed to the above writing, bearing date on the 15th day of January, 1930, have personally appeared before me in my County aforesaid and acknowledged the same.

Given under my hand and the seal of my office, this 15th day of January, 1930.  
My Commission expires

C. W. 11157





THIS DEED OF SUBDIVISION AND DEDICATION, made this 3<sup>rd</sup> day of, January, 1970, by LASZLO W. TAUBER, TRUSTEE, and JEFFERSON MEMORIAL HOSPITAL, INC., a Maryland Corporation, parties of the first part.

WITNESSETH:

THAT, WHEREAS, LASZLO W. TAUBER, TRUSTEE, and JEFFERSON MEMORIAL HOSPITAL, INC. are the sole owners and proprietors of the parcels of land hereinafter set forth, situated in the City of Alexandria, Virginia, with full power and authority to subdivide the same, and

WHEREAS, the said parties of the first part hereto desire to subdivide, plat and dedicate the said parcels of land hereinafter bounded and described as a subdivision to be known and designated as "Subdivision of The Property of Jefferson Memorial Hospital, Inc.", into certain parcels and emergency vehicles easement as shown <sup>on</sup> the plat hereto attached and expressly made a part hereof.

NOW, THEREFORE, the said parties of the first part, as said sole owners and proprietors of the said land, pursuant to the laws of the State of Virginia and the local ordinances of the City of Alexandria, Virginia, do now hereby subdivide and dedicate the hereinafter described parcels of land as shown on the plat herunto annexed, made by Edward S. Holland, Certified Land Surveyor, dated the 10th day of November, 1969, and duly approved by the appropriate governmental authorities of the City of Alexandria, Virginia as shown on the plat attached hereto and incorporated herein by reference, and does now designate the said subdivision as "Subdivision of The Property of Jefferson Memorial Hospital, Inc."

The parties of the first part, as such sole owners and proprietors of the said land embraced in this Deed of Subdivision and Dedication and plat thereof, hereto attached, do now hereby certify that this subdivision of said land is made as shown on said plat thereof, herunto attached and expressly made a part hereof, with the free consent and in accordance with the desire of the

TAUBER 09587

Trial Exhibit  
No. 296.

J.APP. 3644

undersigned parties of the first part, the said sole owners and proprietors thereof, with full power and authority to subdivide the said land, and that they do further certify that such statements shall have the same force and effect as if the same were endorsed by them upon the said plat hereto attached and expressly made a part hereof. The said land now subdivided and dedicated being described in a survey thereof made by Edward S. Holland, Certified Land Surveyor, dated the 20th day of November, 1969, as follows, to-wit:

All that certain tract or parcels of land located in the City of Alexandria, Virginia, and more particularly described as follows:

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turnpike, a corner to the land of the Grasshopper Green School, Inc.; thence with the line of Grasshopper Green School, Inc. S. 17° 25' 00" W. 328.62 feet to a point in the northerly line of Eva Figgins; thence with the line of Eva Figgins N. 44° 12' 00" W. 428.01 feet to a point in the easterly line of property of the City of Alexandria, identified as Parcel 3849-01-01-03; thence with the line of property of the City of Alexandria and the same line continued with the Alexandria Land Corporation N. 4° 51' 50" E. 171.80 feet to a point on the easterly line of the Alexandria Land Corporation; thence through the land of the Grantors S. 83° 08' 10" E. 12 feet to a point; thence continuing through the land of the Grantors S. 83° 42' 10" E. 104.80 feet to a point; thence N. 60° 11' 50" E. 271.33 feet to a point on the Southwest side of King Street; thence along the Southwest side of King Street S. 38° 27' 40" E. 94.78 feet to a point; thence S. 37° 20" E. 102.68 feet to the point and place of beginning.

WITNESS the following signatures and seals:



Leslie H. Tauber, Trustee (SEAL)  
LESLIE H. TAUBER, Trustee

JEFFERSON MEMORIAL HOSPITAL, INC.

By: Leslie H. Tauber  
President

Corporate Seal  
ATTENT:

By: Leslie H. Tauber  
Secretary

TAUBER 09588

J.APP. 3645

BOOK 707 PAGE 586

STATE OF VIRGINIA

CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public, in and for the City of Alexandria, State of Virginia, hereby certify that LASELO M. TAUBER, Trustee, whose name is signed to the foregoing and hereto annexed deed, bearing date on the 3rd day of January, 1970, acknowledged the same before me in my City and State aforesaid.

Given under my hand this 16<sup>th</sup> day of March, 1970.

My commission expires on the 9 day of October, 1972.

Harold D. Bendall  
Notary Public

STATE OF VIRGINIA

CITY OF ALEXANDRIA, to-wit:

I, the undersigned, a Notary Public in and for the City of Alexandria, State of Virginia, do hereby certify that LASELO M. TAUBER, whose name as President of JEFFERSON MEMORIAL HOSPITAL, INC. and Leslie L. Peters whose name as Secretary of said Corporation, are signed to the writing foregoing and hereto annexed bearing date on the 3rd day of January, 1970, personally appeared before me in my City and State aforesaid and acknowledged the said writing to be the act and deed of their said corporation, and the seal thereto affirmed to be the corporate seal, and the writing was so signed and acknowledged by them and the said seal so affirmed by authority of the Board of Directors of said Corporation.

Given under my hand this 16<sup>th</sup> day of March, 1970.

My commission expires on the 9<sup>th</sup> day of October, 1972.

Harold D. Bendall  
Notary Public

TAUBER 09589

J.APP. 3646

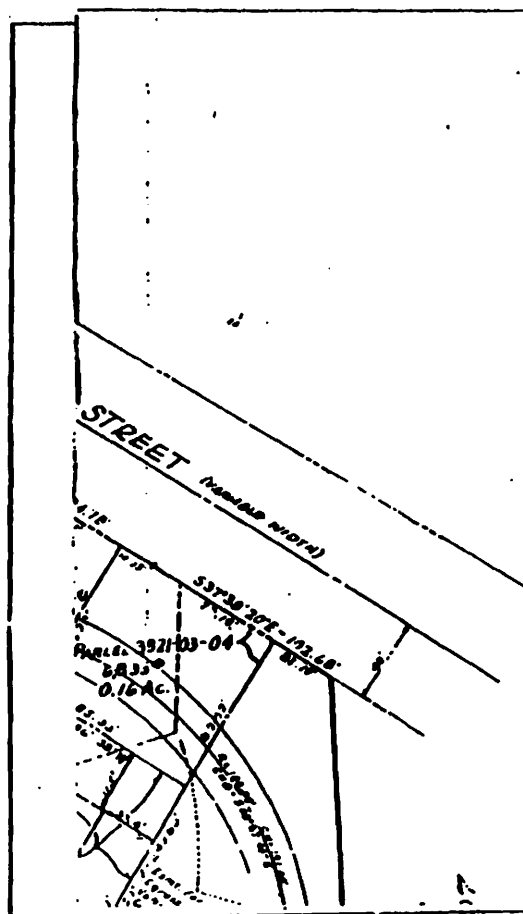
SUBDIVISION  
of the Property of  
**JEFFERSON MEMORIAL HOSPITAL, INC.**  
ALEXANDRIA, VIRGINIA

BOOK 707 PAGE 588

**SURVEYOR'S CERTIFICATE**

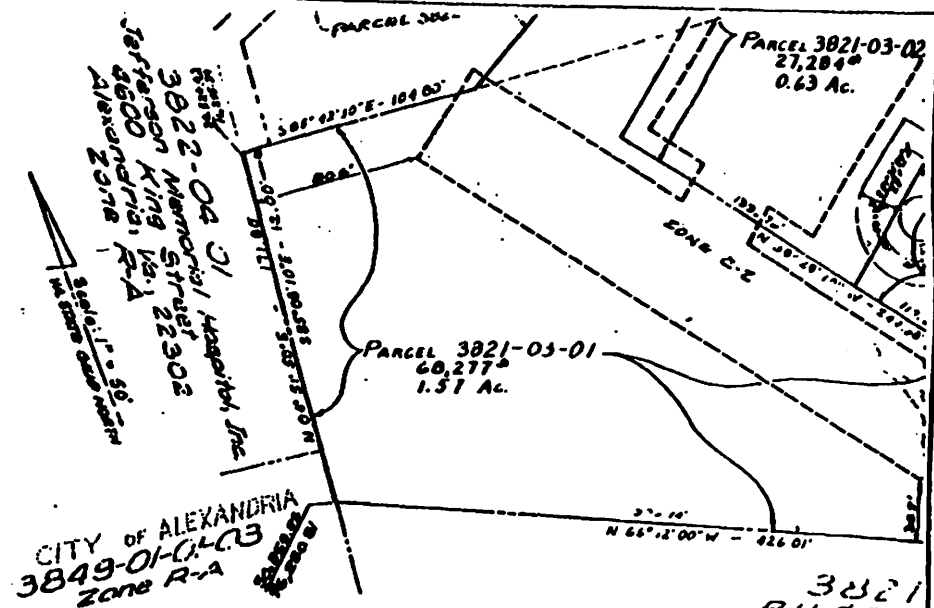
I HEREBY CERTIFY THAT I HAVE CAREFULLY SURVEYED THE PROPERTY DELINEATED BY THIS PLAT, AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT IT IS A SUBDIVISION OF ALL OF THE LAND CONVEYED BY G.T. HOPKINS, ET UX TO L.T. TAUBER BY DEED DATED 8 OCT. 1962 AND RECORDED AMONG THE LAND RECORDS OF ALEXANDRIA, VA. IN DEED BOOK 563 AT PAGE 160 AND BY L.N. TAUBER, TR TO JEFFERSON MEMORIAL HOSPITAL, INC. BY DEED DATED 29 DEC. 1964 AND RECORDED AMONG THE LAND RECORDS OF ALEXANDRIA, VA. IN DEED BOOK 616 AT PAGE 975 AND IS WITHIN THE BOUNDARIES THEREOF; AND THAT STONES MARKED THUS: O, AND IRON PIPES MARKED THUS: O, HAVE BEEN PLACED AS INDICATED.

*L.N. Tauber* 11-20-69  
CERTIFIED LAND SURVEYOR DATE



TAUBER 09590

J.A.P. 3647



AREA TABLE	
No. of Lots	4
Area of Lots	136,505 <sup>±</sup> or 3.13 Ac.
Area of Dedication	0
Total Area	136,505 <sup>±</sup> or 3.13 Ac.

TAUBER 09591

JAPP. 3648

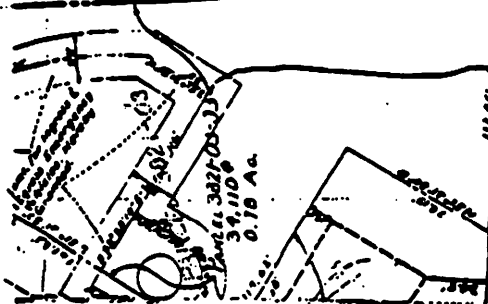
BOOK 707 PAGE 590

*Nancy S. Holland*  
CERTIFIED LAND SURVEYOR DATE

APPROVED	
CITY PLANNING COMMISSION	
ALEXANDRIA, VA.	
DATE	12-11-69
BY	R.C. Powell
DIRECTOR OF PLANNING	

Alexandria City Code, 1963 as amended, Sec. 34-1e(15)  
Approval of a final plat shall be null and void if the plat is not recorded within ninety (90) days after date of approval.  
Approval of this plat shall be null and void after

3221-02  
1.6176 A. 1.72 A. 1.72 A.  
4006 Loe Highway  
Arlington, Va. 22207  
Zone C-2



1-01-01  
one A Stone  
on Highway  
Va. 22207  
Zone C-2

VIRGINIA:  
In the Clerk's Office of the Corporation Court of the City of Alexandria, this instrument was recorded and the Taxes thereon paid by Sec. 50-54, (d) and (e), of the Code have been paid and with the assessed certificate, submitted to record.  
Witness my hand and seal of the City of Alexandria, Virginia, this 11th day of December, 1969.

*Adrian W. Spinks*  
Clerk

EDWARD S. HOLLAND	
Professional Civil Engineer	
Certified Land Surveyor	
118 N. Royal Street, Alexandria, Va.	
Drawn by	Scale
C.R.M.	10-10-69
Checked by	Date
R.C.S.	11-20-69
Field Book	Field Book
200 - A.C.	
Sheet 1" = 50'	Job No. VA 886-3

TAUBER 09592

J.APP. 3649

THIS DEED, made this 5th day of March, 1970, by and between JEFFERSON MEMORIAL HOSPITAL, INC., a Maryland Corporation, party of the first part; LASZLO N. TAUBER, TRUSTEE, party of the second part; and TAUBER FOUNDATION, INC., a Maryland Corporation, party of the third part:

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, the said parties of the first and second parts hereto do hereby grant, bargain, sell and convey unto the said party of the third part, with Special Warranty of Title, all that certain lot or parcel of ground located in the City of Alexandria, Virginia, more particularly described as follows, to-wit:

Parcel No. 3821-03-03 of the subdivision known and designated as "Subdivision of the Property of Jefferson Memorial Hospital, Inc." as the said subdivision appears duly dedicated, platted and recorded among the City of Alexandria, Virginia land records on the 17th day of March, 1970, as Instrument Number 634;

LESS AND EXCEPTING AND RESERVING unto the party of the second part, his successors and assigns, all improvements situate on the hereinabove described parcel of land.

This conveyance is made expressly subject to the covenant and condition which shall be construed as a covenant real running with the title to the property hereby conveyed that so long as the lease which the Jefferson Memorial Hospital, Inc. has upon the property hereby conveyed is extant the parking requirements of the building located on Parcels 3821-03-02 and 3821-03-01 of the above described subdivision will not be abridged or changed in any way.

This conveyance is also made expressly subject to three deeds of trust recorded among the said City land records in Deed Book 363, at Page 163, Deed Book 583, at Page 34 and Deed Book 624, at Page 51; and also subject to conditions, restrictive covenants, agreements, rights of way and easements contained in the deeds forming the chain of title to this property.

TAUBER 09626

Trial Exhibit  
No. 298.

J.APP. 3650

TO HAVE AND TO HOLD the aforesaid piece or parcel of ground, together with the rights, privileges and advantages thereunto belonging or appertaining to the said party of the second part, its successors or assigns forever.

IN WITNESS WHEREOF JEFFERSON MEMORIAL HOSPITAL, INC. has caused its corporate name to be hereunto signed by LASZLO N. TAUBER, its President, and its corporate seal to be hereunto affixed and duly attested by Lucas L. Pines, its Secretary, both of said officers being duly authorized therefor, all as of the day, month and year first above written.

JEFFERSON MEMORIAL HOSPITAL, INC.

By: Laszlo N. Tauber  
President



By: Lucas L. Pines  
Secretary

WITNESS also the following signature and seal:

Laszlo N. Tauber, Trustee (SEAL)  
LASZLO N. TAUBER, Trustee

STATE OF VIRGINIA.

CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public in and for the City of Alexandria, State of Virginia, do hereby certify that LASZLO N. TAUBER and Lucas L. Pines, whose names as President and Secretary, respectively, of JEFFERSON MEMORIAL HOSPITAL, INC., are signed to the writing foregoing and hereto annexed, bearing date on the 5th day of March, 1970, personally appeared before me in my said City and State aforesaid and acknowledged said writing to be the act and deed of their said corporation, and the seal thereto affixed to be the corporate seal

TAUBER 09627

J.APP. 3651



and the writing was so signed and acknowledged by them and the said seal so affixed by authority of the Board of Directors of said Corporation.

Given under my hand this 11<sup>th</sup> day of March, 1970.

My commission expires on the 9<sup>th</sup> day of October, 1972.

Karen L. Boddell  
Notary Public

STATE OF VIRGINIA.

CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public, in and for the City of Alexandria, State of Virginia, hereby certify that LASZLO H. TAUBER, Trustee, whose name is signed to the foregoing and hereto annexed deed, bearing date on the 5th day of March, 1970, acknowledged the same before me in my City and State aforesaid.

Given under my hand this 16 day of March, 1970.

My commission expires on the 7 day of October, 1972.

Karen L. Boddell  
Notary Public

VIRGINIA:

In the Clerk's Office of the Corporation Court of the City of Alexandria, this instrument was received and the Taxes imposed by Sec. 56-51, (a) and (b), of the Code have been paid and with the annexed certificate, admitted to record on Thurs 13/19/70 at 2 o'clock P. M

Teste:

Alvin W. Franks

Clerk

TAUBER 09628

J.APP. 3652

THIS DEED, made this 5th day of March, 1970, by and between JEFFERSON MEMORIAL HOSPITAL, INC., a Maryland Corporation, party of the first part; LASZLO M. TAUSER, TRUSTEE, party of the second part; and JEFFERSON MEMORIAL HOSPITAL, INC., a Maryland Corporation, party of the third part:

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, the said parties of the first and second parts hereto do hereby grant, bargain, sell and convey unto the said party of the third part, with Special Warranty of title, all that certain lot or parcel of ground located in the City of Alexandria, Virginia, more particularly described as follows, to-wit:

Parcel No. 1821-03-02 of the subdivision known and designated as "Subdivision of the Property of Jefferson Memorial Hospital, Inc." as the said subdivision appears duly dedicated, platted and recorded among the City of Alexandria, Virginia land records on the 17th day of March, 1970, as Instrument Number 04.

LESS AND EXCEPTING AND RESERVING unto the party of the second part, his successors and assigns, all improvements situate on the hereinabove described parcel of land.

This conveyance is made expressly subject to the covenant and condition which shall be construed as a covenant real running with the title to the property hereby conveyed that so long as the lease which the Jefferson Memorial Hospital, Inc. has upon the property hereby conveyed is extant the parking requirements of the building located on Parcels 1821-03-02 and 1821-03-01 of the above described subdivision will not be abridged or changed in any way.

This conveyance is also made expressly subject to three deeds of trust recorded among the said City land records in Deed Book 563, at Page 163, Deed Book 583, at Page 34 and Deed Book 624, at Page 51; and also subject to conditions, restrictive covenants, agreements, rights of way and easements contained in the deeds forming the chain of title to this property.

BOOK 707 PAGE 533

TO HAVE AND TO HOLD the aforesaid piece or parcel of ground, together with the rights, privileges and advantages thereunto belonging or appertaining to the said party of the second part, its successors or assigns forever.

IN WITNESS WHEREOF JEFFERSON MEMORIAL HOSPITAL, INC. has caused its corporate name to be hereunto signed by LASZLO H. TAUBER, its President, and its corporate seal to be hereunto affixed and duly attested by Leslie L. Peters its Secretary, both of said officers being duly authorized therefor, all as of the day, month and year first above written.

JEFFERSON MEMORIAL HOSPITAL, INC.

By: Leslie L. Peters  
President



Leslie L. Peters  
Secretary

WITNESS also the following signature and seal:

Leslie L. Peters (SEAL)  
LASZLO H. TAUBER, TRUSTEE

STATE OF VIRGINIA,

CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public in and for the City of Alexandria, State of Virginia, do hereby certify that LASZLO H. TAUBER and Leslie L. Peters whose names as President and Secretary, respectively, of JEFFERSON MEMORIAL HOSPITAL, INC., are signed to the writing foregoing and hereto annexed, bearing date on the 3th day of March, 1970, personally appeared before me in my said City and State aforesaid and acknowledged said writing to be the act and deed of their said corporation, and the seal thereto affixed to be the corporate seal, and the writing was so signed and acknowledged by them and the said seal

so affixed by authority of the Board of Directors of said Corporation.

Given under my hand this 16<sup>th</sup> day of March, 1970.

My commission expires on the 9<sup>th</sup> day of October, 1972

Harold L. Bondell  
Notary Public

STATE OF VIRGINIA.

CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public, in and for the City of Alexandria, State of Virginia, hereby certify that LASELO M. TAUSER, Trustee, whose name is signed to the foregoing and hereto annexed deed, bearing date on the 3<sup>th</sup> day of March, 1970, acknowledged the same before me in my City and State aforesaid.

Given under my hand this 16<sup>th</sup> day of March, 1970.

My commission expires on the 9<sup>th</sup> day of October, 1972

Harold L. Bondell  
Notary Public

VIRGINIA:  
In the Clerk's Office of the Corporation Court of the City of Alexandria, this instrument was received and the Taxes imposed by Sec. 32-34, (a) and (b), of the Code have been paid and with the annexed certificate, submitted to record on March 11, 1970 for a record of 14 Pages.

William W. Linder  
Clerk

636

THIS DEED, made this 5th day of March, 1970, by and between JEFFERSON MEMORIAL HOSPITAL, INC., a Maryland Corporation, party of the first part; LASZLO N. TAUBER, TRUSTEE, party of the second part; and TAUBER FOUNDATION, INC., a Maryland Corporation, party of the third Part:

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, the said parties of the first and second parts hereto do hereby grant, bargain, sell and convey unto the said party of the third part, with Special Warranty of Title, all that certain lot or parcel of ground located in the City of Alexandria, Virginia, more particularly described as follows, to-wit:

Parcel No. 3821-03-03 of the subdivision known and designated as "Subdivision of the Property of Jefferson Memorial Hospital, Inc." as the said subdivision appears duly dedicated, platted and recorded among the City of Alexandria, Virginia land records on the 17th day of March, 1970, as Instrument Number 634;

LESS AND EXCEPTING AND RESERVING unto the party of the second part, his successors and assigns, all improvements situate on the hereinabove described parcel of land.

This conveyance is made expressly subject to the covenant and condition which shall be construed as a covenant real running with the title to the property hereby conveyed that so long as the lease which the Jefferson Memorial Hospital, Inc. has upon the property hereby conveyed is extant the parking requirements of the building located on Parcels 3821-03-02 and 3821-03-01 of the above described subdivision will not be abridged or changed in any way.

This conveyance is also made expressly subject to three deeds of trust recorded among the said City land records in Deed Book 563, at Page 163, Deed Book 583, at Page 34 and Deed Book 624, at Page 51; and also subject to conditions, restrictive covenants, agreements, rights of way and easements contained in the deeds forming the chain of title to this property.

TAUBER 09626

Trial Exhibit  
No. 298.

J.APP. 3656

TO HAVE AND TO HOLD the aforesaid piece or parcel of ground, together with the rights, privileges and advantages thereunto belonging or appertaining to the said party of the second part, its successors or assigns forever.

IN WITNESS WHEREOF JEFFERSON MEMORIAL HOSPITAL, INC. has caused its corporate name to be hereunto signed by LASZLO N. TAUBER, its President, and its corporate seal to be hereunto affixed and duly attested by Lucia L. Pilius its Secretary, both of said officers being duly authorized therefor, all as of the day, month and year first above written.



JEFFERSON MEMORIAL HOSPITAL, INC.

By: Laszlo N. Tauber  
President

Corporate Seal  
ATTEST:  
By: Lucia L. Pilius  
Secretary

WITNESS also the following signature and seal:

Laszlo N. Tauber, Trustee (SEAL)  
LASZLO N. TAUBER, Trustee

STATE OF VIRGINIA,

CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public in and for the City of Alexandria, State of Virginia, do hereby certify that LASZLO N. TAUBER and Lucia L. Pilius whose names as President and Secretary, respectively, of JEFFERSON MEMORIAL HOSPITAL, INC., are signed to the writing foregoing and hereto annexed, bearing date on the 5th day of March, 1970, personally appeared before me in my said City and State aforesaid and acknowledged said writing to be the act and deed of their said corporation, and the seal thereto affixed to be the corporate seal

TAUBER 09627

J.APP. 3657

and the writing was so signed and acknowledged by them and the said seal so affixed by authority of the Board of Directors of said Corporation.

Given under my hand this 11<sup>th</sup> day of March, 1970.

My commission expires on the 9<sup>th</sup> day of October, 1972.

Karen L. Randall  
Notary Public

STATE OF VIRGINIA,

CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public, in and for the City of Alexandria, State of Virginia, hereby certify that LASZLO N. TAUBER, Trustee, whose name is signed to the foregoing and hereto annexed deed, bearing date on the 5th day of March, 1970, acknowledged the same before me in my City and State aforesaid.

Given under my hand this 16 day of March, 1970.

My commission expires on the 9 day of October, 1972.

Karen L. Randall  
Notary Public

**VIRGINIA:**

In the Clerk's Office of the Corporation Court of the City of Alexandria, this instrument was received and the Taxes imposed by Sec. 51-51, (a) and (b), of the Code have been paid and with the annexed certificate, admitted to record on March 17, 1970 at 1:42 o'clock P. M.

Teste:

William W. Franks

Clerk

TAUBER 09628

J.APP. 3658

*Greator  
Mickland  
4-3-70*

THIS DEED, made this 5th day of March, 1970, by and between JEFFERSON MEMORIAL HOSPITAL, INC., a Maryland Corporation, party of the first part; LASZLO N. TAUBER, TRUSTEE, party of the second part; and LESLIE P. CONDOR and MAGDOLNA I. CONDOR, his wife, parties of the third part:

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, the said parties of the first and second parts hereto do hereby grant, bargain, sell and convey unto the said parties of the third part as joint tenants with the common law right and attribute of survivorship (it being the intention of the parties hereto that in the event of the death of either of the said parties of the third part, fee simple title to the property hereby conveyed shall vest in the survivor of them), with Special Warranty of Title, all that certain lot or parcel of ground located in the City of Alexandria, Virginia, more particularly described as follows, to-wit:

Parcel No. 3821-03-01 of the subdivision known and designated as "Subdivision of the Property of Jefferson Memorial Hospital, Inc." as the said subdivision appears duly dedicated, platted and recorded among the City of Alexandria, Virginia land records on the 17th day of March, 1970, as Instrument Number 634;

LESS AND EXCEPTING AND RESERVING unto the party of the second part, his successors and assigns, all improvements situate on the hereinabove described parcel of land.

This conveyance is made expressly subject to the covenant and condition which shall be construed as a covenant real running with the title to the property hereby conveyed that so long as the lease which the Jefferson Memorial Hospital, Inc. has upon the property hereby conveyed is extant the parking requirements of the building located on Parcels 3821-03-02 and 3821-03-01 of the above described subdivision will not be abridged or changed in any way.

Trial Exhibit  
No. 300.



This conveyance is also made expressly subject to three deeds of trust recorded among the said City land records in Deed Book 563, at Page 163, Deed Book 583, at Page 34 and Deed Book 624, at Page 51; and also subject to conditions, restrictive covenants, agreements, rights of way and easements contained in the deeds forming the chain of title to this property.

TO HAVE AND TO HOLD the aforesaid piece or parcel of ground, together with the rights, privileges and advantages thereunto belonging or appertaining to the said parties of the third part, their heirs or assigns forever.

IN WITNESS WHEREOF JEFFERSON MEMORIAL HOSPITAL, INC. has caused its corporate name to be hereunto signed by LASZLO M. TAUBER, its President and its corporate seal to be hereunto affixed and duly attested by Lois Peters

its Secretary, both of said officers being duly authorized therefor, all as of the 1st month and year first above written.

JEFFERSON MEMORIAL HOSPITAL, INC.

By: Laszlo M. Tauber  
President



By: Lois Peters  
Secretary

WITNESS also the following signature and seal:

Laszlo M. Tauber, Trustee (SEAL)  
LASZLO M. TAUBER, Trustee

STATE OF VIRGINIA

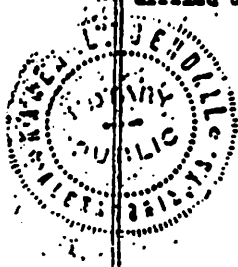
CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public in and for the City of Alexandria, State of Virginia, do hereby certify that LASZLO M. TAUBER and Lois Peters whose names as President and Secretary, respectively, of JEFFERSON MEMORIAL

HOSPITAL, INC. are signed to the writing foregoing and hereto annexed, bearing date on the 5th day of March, 1970, personally appeared before me in my said City and State aforesaid and acknowledged said writing to be the act and deed of their said corporation, and the seal thereto affixed to be the corporate seal, and the writing was so signed and acknowledged by them and the said seal so affixed by authority of the Board of Directors of said Corporation.

Given under my hand this 16<sup>th</sup> day of March, 1970.

My commission expires on the 9<sup>th</sup> day of October, 1971



James L. Bendall  
Notary Public

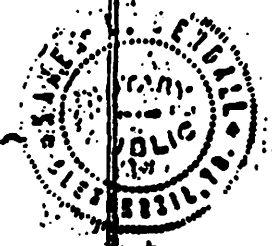
STATE OF VIRGINIA

CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public, in and for the City of Alexandria, State of Virginia, hereby certify that LASZLO M. TAUBER, TRUSTEE, whose name is signed to the foregoing and hereto annexed deed, bearing date on the 5th day of March, 1970, acknowledged the same before me in my City and State aforesaid.

Given under my hand this 16<sup>th</sup> day of March, 1970.

My commission expires on the 9<sup>th</sup> day of October, 1971



James L. Bendall  
Notary Public

VIRGINIA  
In the Clerk's Office of the Corporation Court of the City of Alexandria, this instrument was received and the Taxes imposed by Sec. 58-54, (a) and (b), of the Code have been paid and with the annexed certificate, admitted to record on March 7, 1970 at 1:46 o'clock P. M.  
Testes:

Alvin W. Brinkley  
Clerk

MEMORANDUM AGREEMENT OF SALE AND LEASE BACK

THIS AGREEMENT made this 24<sup>th</sup> day of December, 1974,  
by and between JEFFERSON MEMORIAL HOSPITAL CORPORATION, herein-  
after called Tenant, and LASZLO N. TAUBER, TRUSTEE, TRUSTEE for  
a Partnership to be formed, hereinafter called Landlord.

WITNESSETH: That for and in consideration of the mutual  
covenants hereinafter set forth, the parties do hereby covenant and  
agree as follows:

Laszlo N. Tauber, Trustee, will purchase all of the real  
property and improvements thereon owned by Jefferson Memorial Hospital  
Corporation at 4600 King Street and North Beauregard Street, Alexandria  
Virginia for the sum of \$240,000.00 (cash and/or Hospital Bonds at  
face value) above the existing first trust presently against the  
property.

Commensurate with the purchase, there will be a lease back of  
the property to Jefferson Memorial Hospital Corporation for the  
term of 20 years.

The annual rental shall be the sum of \$112,000.00 per year.  
The lease is to be a net net lease and therefore the Tenant shall  
pay when due, as additional rent, all taxes (including real estate  
taxes), and charges and costs assessed against the property being  
leased or arising out of the lease except for federal or state  
income taxes, if any, which may be due from or assessed against the  
Landlord for the rental income.

The Tenant shall make all repairs and maintenance, including  
structural and roof repairs, and shall keep all equipment in good  
maintenance and repair and replace any and all equipment which  
may become obsolete or unuseable.

If the Landlord should desire to sell the hospital property  
which it is acquiring, during the term of the lease, it will first  
offer the property Jefferson Memorial Hospital Corporation at  
the same price and terms as Landlord will be willing to sell such  
property to any third party.

Trial Exhibit  
No. 301.

J.APP. 3662

Either party to the lease shall have a right of cancellation of the lease upon six (6) months written notification of termination and cancellation. In the event of such termination and cancellation by the Landlord, the Landlord shall be obligated to purchase all equipment on the leased property belonging to the Tenant at book value as full liquidated damages for such cancellation and termination. If the Tenant should cancel and terminate the lease, the Tenant shall be obligated to sell and Landlord shall have the right and option to buy any or all of Tenant's equipment on the leased premises at book value as of the date of termination, as full liquidated damages, in any event the license of the Tenant to be surrendered to the Landlord immediately for no other consideration.

The Tenant shall have the option to renew the lease for an additional three term of twenty (20) years upon the same terms and conditions, except for rental terms. Such option shall be exercised by written notice to the Landlord at least eighteen (18) months prior to the termination date of the lease. For the next twelve (12) months after exercise of such option, Tenant and Landlord shall negotiate upon mutually agreeable rental terms for such twenty (20) year extension.

If, during the term of lease, Tenant desires to expand the physical plant, Tenant shall present its expansion proposal to Landlord, and if, in the Landlord's sole discretion, such proposal is sound and economically feasible, Landlord will do such expansion at Landlord's cost. At the time that Landlord informs Tenant that such expansion has been completed, Tenant shall commence to pay to Landlord as "additional rent" an annual sum equal to 12% of Landlord's total costs incurred for such expansion; said additional rent to continue for the duration of the lease.

Settlement to be held within six (6) months from the date of this Agreement. Within sixty (60) days from the date of this Agreement a formal Sale and Lease Back Agreement shall be prepared embodying all of the above terms and conditions, and during this period, the Tenant shall get any and all necessary approvals for

this transaction from its stockholders and directors.

Settlement on the purchase of the property shall be held within the time limit as aforesaid, and Landlord shall notify Tenant at least (1) week in advance of the settlement date and the place of settlement. Tenant agrees to execute and deliver at settlement a good and sufficient General Warranty Deed and to pay normal settlement charges and Vendor's Transfer Taxes. The property is sold free of encumbrances except for the trust as aforesaid; title is to be good of record and in fact and fully insurable by a title company of Landlord's selection, and merchantable. In case legal steps are necessary to perfect the title, such action must be taken promptly by the Tenant at its own expense, whereupon the time herein specified for settlement will be extended for the period necessary for such action. The property is to be conveyed in the name of Lazzlo N. Tauber, Trustee, as Trustee for the Partnership and the Landlord will order the examination of title and preparation of all necessary conveyancing papers. All rents, taxes, water rent, insurance and interest on existing encumbrances are to be adjusted to the date of the transfer.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day, month and year first above written.

JEFFERSON MEMORIAL HOSPITAL CORPORATION

BY:

Irwin Freedman MD  
Dr. Irwin Freedman  
President

(CORPORATE SEAL)

ATTEST:

BY:

Secretary

Lazzlo N. Tauber  
Lazzlo N. Tauber, Trustee

AGREEMENT OF PURCHASE

THIS AGREEMENT, made this 30th day of January, 1975, by and between JEFFERSON MEMORIAL HOSPITAL, INC., a Maryland Corporation, party of the first part, and JEFFERSON MEMORIAL HOSPITAL CORPORATION, a Delaware Corporation, party of the second part:

WHEREAS, Jefferson Memorial Hospital, Inc., party of the first part, is the owner of a certain parcel of real estate fronting on North Beauregard Street, Alexandria, Virginia, a parcel of real estate fronting on King Street, Alexandria, Virginia, and certain equipment situate in the hospital building owned by Jefferson Memorial Hospital Corporation, the party of the second part, and

WHEREAS, Jefferson Memorial Hospital, Inc., party of the first part, is indebted to certain of its bondholders in the sum of Three Hundred Nineteen Thousand Dollars (\$319,000.00) plus accrued interest of Eleven Thousand Thirteen Dollars and Thirty-Three Cents (\$11,013.33); and is indebted to Dr. Richard E. Palmer in the sum of Seventy-Two Thousand One Hundred Sixty-Five Dollars (\$72,165.00); and is indebted to its inhalation therapists in the sum of Thirteen Thousand Five Hundred Sixty-Six Dollars and Eighty-Four Cents (\$13,566.84); and

WHEREAS, the King Street property has a fair market value of One Hundred Nine Thousand One Hundred Thirty-Six Dollars (\$109,136.00); the Beauregard Street property has a value of Seventy-Nine Thousand Seven Hundred and Fifteen Dollars (\$79,715.00) and the equipment has a value of Eighty-Five Thousand Five Hundred Forty Dollars (\$85,540.00) and that therefore the liabilities of the party of the first part far exceed its assets; and

WHEREAS, Jefferson Memorial Hospital Corporation, party

Agreement  
of 6/1/75

TAUBER 19344

Trial Exhibit  
No. 302.

J.APP. 3665

of the second part, is agreeable to acquiring the assets of the party of the first part and of assuming the above-stated liabilities of the party of the first part; and

WHEREAS, the sale of its assets and the assumption of its liabilities has been recommended by the Board of Directors of Jefferson Memorial Hospital, Inc. and has been approved by its members; now, therefore,

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and of other good and valuable consideration by each of the parties to the other, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter set forth, the parties hereto do covenant and agree as follows:

1. Jefferson Memorial Hospital, Inc. agrees to and does by these presents sell, convey, and assign unto Jefferson Memorial Hospital Corporation, all of its right, title and interest in and to the aforementioned two parcels of real property lying on Beauregard Streets and King Streets in the City of Alexandria, Virginia and of its equipment situate in the hospital building presently owned by Jefferson Memorial Hospital Corporation, and that it will further execute any and all deeds, bills of sale, and other documents required to transfer title to the aforesaid real property and personal property.

2. Jefferson Memorial Hospital Corporation agrees to and does by these presents assume all of the liability of Jefferson Memorial Hospital, Inc. in and to certain holders of its bond in the sum of Three Hundred Nineteen Thousand Dollars (\$319,000.00) plus past due interest thereon in the sum of Eleven Thousand Thirteen Dollars and Thirty-Three Cents (\$11,013.33), said bondholders and their bonds being designated on the list attached to

TAUBER 19345

and made a part of this Agreement: all of the liability of Jefferson Memorial Hospital, Inc. in and to that certain indebtedness due Dr. Richard E. Palmer in the sum of Seventy-Two Thousand One Hundred Sixty-Five Dollars (\$72,165.00); and all of the liability of Jefferson Memorial Hospital, Inc. in and to that certain liability to the inhalation therapists in the sum of Thirteen Thousand Five Hundred Sixty-Six Dollars and Eighty-Four Cents (\$13,566.84); and further that Jefferson Memorial Hospital Corporation will execute any and all documents and papers required now or in the future to evidence and assure the payment of the aforesaid indebtedness which it has by this agreement assumed.

IN WITNESS WHEREOF, each party to this agreement, pursuant to authority duly given by its respective Board of Directors, has caused this agreement to be executed by its president and its corporate seal to be hereunto affixed and attested by its secretary, all as of the day, month and year first above written.

JEFFERSON MEMORIAL HOSPITAL, INC.

By: Lasslo N. Tauber  
Lasslo N. Tauber, President

Corporate Seal  
ATTEST:

Magdolna A. Iranyi  
Magdolna A. Iranyi, Secretary

JEFFERSON MEMORIAL HOSPITAL CORPORATION

By: Irwin S. Freedman  
Irwin S. Freedman, President

Corporate Seal  
ATTEST:

Stephen C. Kaufman  
Stephen C. Kaufman, Executive Vice President

TAUBER 19346



BILL OF SALE

JANUARY 30, 1975

For value received, Jefferson Memorial Hospital, Inc., a Maryland corporation, hereby sells, conveys and assigns all of its right, title and interest in and to certain equipment shown on a list of equipment attached to and made a part of this Bill of Sale, to Jefferson Memorial Hospital Corporation, a Delaware corporation.

IN WITNESS WHEREOF, Jefferson Memorial Hospital, Inc. has caused its name to be signed by its President and attested by its Secretary, all with due approval.

JEFFERSON MEMORIAL HOSPITAL, INC.

(CORPORATE SEAL)

BY: László N. Tauber  
László N. Tauber, President

ATTEST:

Magdolna A. Cranyi  
Magdolna A. Cranyi, Secretary

MHRW 006593

Trial Exhibit  
No. 303.

J.APP.3668

1. 10/8/62 - Memorandum of Lease between Hopkins and L & L Corp.
2. Assignment of Hopkins Lease  
L & L Corp. to Tauber, Trustee 8/14/63
3. Deed and Assignment of Hopkins Lease  
Tauber Trustee to Jefferson Memorial Hospital
4. Deed Tauber, T. to Burtoff 12/31/63
5. Deed Tauber, T. to Burtoff of 5% interest in Hopkins Lease
6. Deed Tauber Trustee to Tauber Foundation 12/31/65
7. Deed Tauber Trustee of 10% in Hopkins Lease to Tauber Foundation
8. Deed Tauber Trustee to Tauber Foundation 12/31/65
9. Deed to Tauber of 15% in Hopkins Lease
10. Lease from Gondor, Burtoff and Tauber Foundation and Jefferson  
Memorial Hospital Inc. of 80% undivided interest in the ground 1/1/66
11. Assignment from Gondor, Burtoff and Tauber Foundation to Jefferson  
Memorial Hospital, Inc. of 80% interest in Hopkins Lease 1/1/66
12. Amendment to 99 year ground lease from Gondor, Burtoff and Tauber  
Foundation to Jefferson Memorial Hospital, Inc.
13. Hopkins agreement of 5/22/62 to sell
14. Amendment to Hopkins sales agreement dated 9/14/62 containing  
lease agreement
15. Addendum to Agreement of 9/14/62 dated 10/8/62 - stating that parties  
entered into a lease

MMRW 006594

J.APP. 3669

1. Equipment lease JMH Associates and JMH Inc. 1/2/66
2. Deed to Beauregard property Berman et al to JMH, Inc., a Md. Corp.
3. Deed 3/5/70 JMH, Inc. and Tauber Trustee to Burtoff of subdivided parcel (being 5% of total King Street land)
4. Deed 3/5/70 JMH Inc. and Tauber Trustee to Tauber Foundation (25%)  
Deed 3/5/70 JMH Inc. and Tauber Trustee to JMH, Inc. (20%)
6. Deed 3/5/70 JMH, Inc. and Tauber Trustee to Leslie Gondor et ux (50%)
7. Subdivision deed dividing the property
8. Memorandum Agreement 12/24/74 between JMH Corporation and LNT, Trustee
9. Purchase agreement 1/30/75 between JMH, Inc. and JMH Corporation
  
10. Bill of sale JMH Inc. to JMH Corporation -- Equipment
11. Deed JMH Inc. to JMH Corp. of King Street Parcel 2/1/75
12. Deed JMH Inc. to JMH Corp of Beauregard property 2/1/75
13. Deed JMH Corp. to LNT Trustee, King Street and Beauregard 6/1/75
14. Assignment from JMH Inc. and LNT Trustee to LNT Trustee of Hospital Lease as of 6/1/75
15. Assignment from JMH Inc. and LNT Trustee to LNT Trustee of Hopkins Lease as of 6/1/75  
Lease from LNT Trustee to JMH Corp. as of 7/1/75

MMRW 006595

J.APP. 3670

*in  
copy  
Richard  
1-17-5*

THIS DEED, made this 1ST day of February, 1975, by and between JEFFERSON MEMORIAL HOSPITAL, INC., a Maryland Corporation, party of the first part and JEFFERSON MEMORIAL HOSPITAL CORPORATION, a Delaware Corporation, party of the second part:

\*\*\*\*\* W I T N E S S E T H \*\*\*\*\*

That for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, the party of the first part does grant and convey, with Special Warranty of Title, unto the said party of the second part, the following described property situate and being in the City of Alexandria, Virginia:

BEGINNING at a point lying on the southeasterly side of Beauregard Street, a corner common to the Hopkins Property and the herein-described parcel; thence running with a line of the said Hopkins Property S. 12° 16' 00" W. 358.08 feet to a corner of Washington Forest; thence departing said Hopkins Property and running with a line of Washington Forest, N. 76° 05' 50" W 233.40 feet to a point in the said southeasterly side of Beauregard Street, as indexed; thence departing said Washington Forest and running with the new southeasterly side of Beauregard Street, N. 33° 39' 14" E. 167.09 feet to a point of curvature; thence 266.25 feet measured along the arc of a curve to the right having a radius of 382.00 feet, chord N. 53° 37' 15" E. 260.89 feet to the point and place of beginning, containing 1.2218 acres of land, more or less.

This conveyance is made subject to the restrictions, conditions and encumbrances contained in the deeds forming the chain of title to this property.

WITNESS the following signatures and seals:

JEFFERSON MEMORIAL HOSPITAL, INC.

BY: Wayne C. Beatty  
President



(CORPORATE SEAL)  
ATTEST:

BY: Richard A. [Signature]  
Secretary

STATE OF VIRGINIA,

CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public in and for the City of Alexandria, State of Virginia, do hereby certify that LASZLO N. TAUBER, whose name as President of JEFFERSON MEMORIAL HOSPITAL, INC. and MAGDOLNA A. IRANYI, whose name as Secretary of said Corporation, are signed to the writing foregoing and hereunto annexed bearing date on the 1ST day of February, 1975, personally appeared before me in my City and State aforesaid and acknowledged the said writing to be the act and deed of their said corporation, and the seal thereto affixed to be the corporate seal, and the writing was so signed and acknowledged by them and the said seal so affixed by authority of the Board of Directors of said Corporation.

Given under my hand this 1ST day of February, 1975.

My commission expires: My Commission Expires September 27, 1976

VICINITY:

In the Clerk's Office of the Circuit Court-City of Alexandria this deed was received and the taxes imposed by Gen. Ed-Ed. in G. amount of \$ 80.00 have been paid and the deed is hereby admitted to record on

3-25-75

11:55 A.M.

*Alvin W. Brinker* Notary Public



THIS DEED, made this 15 day of February, 1973, by and between JEFFERSON MEMORIAL HOSPITAL, INC., a Maryland Corporation, party of the first part and JEFFERSON MEMORIAL HOSPITAL CORPORATION, a Delaware Corporation, party of the second part:

\*\*\*\*\* W I T N E S S E T H \*\*\*\*\*

That for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, the party of the first part does grant and convey, with Special Warranty of Title, unto the said party of the second part, the following described property situate and being in the City of Alexandria, Virginia:

PARCEL 1821-03-02 of the Subdivision of the Property of Jefferson Memorial Hospital, Inc., as the same is duly dedicated, platted and recorded in Deed Book 707, at Page 584, among the Land Records of the City of Alexandria, Virginia.

LESS AND EXCEPTING AND RESERVING unto Laszlo N. Tauber, Trustee, all improvements situate on the above described land.

This conveyance is made subject to the restrictions, conditions and encumbrances contained in the deeds forming the chain of title to this property.

WITNESS the following signatures and seals:

JEFFERSON MEMORIAL HOSPITAL, INC.

BY: Laszlo N. Tauber  
President

(CORPORATE SEAL)  
ATTEST:

BY: Magdolna A. Iranyi  
Secretary

STATE OF VIRGINIA,

CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public in and for the City of Alexandria, State of Virginia, do hereby certify that LASZLO N. TAUBER, whose name as President of JEFFERSON MEMORIAL HOSPITAL, INC. and MAGDOLNA A. IRANYI, whose name as Secretary of said

TAUBER 20508

785-557

Corporation, are signed to the writing foregoing and hereunto annexed bearing date on the 1ST day of February, 1975, personally appeared before me in my City and State aforesaid and acknowledged the said writing to be the act and deed of their said corporation, and the seal thereto affixed to be the corporate seal, and the writing was so signed and acknowledged by them and the said seal so affixed by authority of the Board of Directors of said Corporation.

Given under my hand this 1ST day of February, 1975.

My commission expires: My Commission Expires January 17, 1976

**VICINIA:**

In the Clerk's office of the County of Worcester this deed was received and it is hereby acknowledged by the Clerk in the County of Worcester on the 25th day of February 1975 at 11:57 a.m.

3-25-75 11:57 a.m.

*William H. Bartuk*

*William H. Bartuk*  
Notary Public  


TAUBER 20509

2008 941 265

3. The Assignors, Lizzie M. Tauber, Trustee, and Jefferson Memorial Hospital, Inc., warrant that there have been no modifications of said Lease other than as stated herein, and

**Trial Exhibit  
No. 306.**



BOOK 941 PAGE 266

that the same remains in full force and effect as of the date hereof; that they have committed no act in jeopardy of said Lease Agreement; that they have full right and authority to assign all of their right, title and interest in and to said Lease to the Assignee; and that Assignors will fully protect, indemnify and save harmless Assignee with respect to said premises and Lease Agreement as fully and largely as Assignor's rights and privileges exist under said Lease.

IN WITNESS WHEREOF, the Assignors, Lazzlo N. Tauber, Trustee, has hereunto set his hand and seal, and Jefferson Memorial Hospital, Inc. has caused this Assignment to be duly executed pursuant to its corporate authority by its duly authorized officers, all as of the 1st day of June, 1975.

Lazzlo N. Tauber 70 (SEAL)  
Lazzlo N. Tauber, Trustee

JEFFERSON MEMORIAL HOSPITAL, INC.

ATTEST:

By: Lazzlo N. Tauber 70  
President

Shirley H. [Signature]  
Secretary

CORPORATE SEAL

STATE OF VIRGINIA,

CITY OF ALEXANDRIA, to-wit:

The foregoing Assignment of Lease was acknowledged before me this 22<sup>nd</sup> day of October, 1976 by Lazzlo N. Tauber, Trustee.

My Commission expires: April 7, 1978

[Signature]  
Notary Public



BOOK 941 PAGE 267

STATE OF VIRGINIA.

CITY OF ALEXANDRIA, to-wit:

The foregoing Assignment of Lease was acknowledged before me this 27 day of October, 1976, by Land M. Tawher, the President of Jefferson Memorial Hospital, Inc., a Maryland corporation, on behalf of the Corporation.

My commission expires: April 2, 1979

NOTARY  
In at Clerk's office of the Circuit  
Court of Alexandria the said  
was served and the same is proved by  
for \$5.00 in the amount of \$  
have given and I am the Assessor  
of the same to report on

4-27-79 1:15 P.M.

James L. Johnson  
Clerk

Maxwell H. Cross  
Notary Public  
ALEXANDRIA, VIRGINIA

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS: That JEFFERSON MEMORIAL HOSPITAL, INC., a Maryland corporation, JEFFERSON MEMORIAL HOSPITAL CORPORATION, a Delaware corporation, and LASZLO N. TAUBER, TRUSTEE, hereinafter called "Assignor", for \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, hereby sells, assigns, transfers and sets over unto LASZLO N. TAUBER, TRUSTEE, his successors and assigns, hereinafter called "Assignee" in trust to use, occupy, rent, sell, encumber and otherwise deal with the same as if his own; with full power to convey, mortgage, lease and execute any and all instruments in connection therewith, without the necessity of any written authorization from any beneficial owner; and hereby expressly relieving any purchaser, lessee, mortgagee or other person dealing with said Trustee from necessity of seeing to the application of the proceeds, all right, title and interest of the Assignor in and to a certain Lease dated the 1st day of January 1966, and amended as of the 1st day of January, 1966, on certain property in the City of Alexandria, Virginia situated at King Street and North Beauregard Street, executed by Leslie P. Gondo, Samuel Burtoff and The Tauber Foundation, as Landlord, to Jefferson Memorial Hospital, Inc., as Tenant, for a term of 99 years, together with all benefits and advantages to be derived therefrom.

1. The premises to which this Assignment relates are in all respects the same as set out and described in the Annex to the Lease dated January 1, 1966 between Leslie P. Gondo, Samuel Burtoff and The Tauber Foundation, as Landlord, and Jefferson Memorial Hospital, Inc., as Tenant, a copy of which Annex is attached hereto and made a part hereof as fully and effectually as though set out herein.

J.APP. 3678

Trial Exhibit  
No. 307.

2. The Assignee hereunder shall comply with all of the terms, covenants and conditions of said Lease Agreement as fully and largely as the original Tenant is required to do under the terms of said Lease Agreement dated January 1, 1966, as amended as of January 1, 1966.

3. The Assignor warrants that there have been no modifications of said Lease except as above set forth, and that the same remains in full force and effect as of the date hereof; that it has committed no act in jeopardy of said Lease Agreement; that it has full right and authority to assign all of its right, title and interest in and to said Lease to the Assignee; and that Assignor will fully protect, indemnify and save harmless Assignee with respect to said premises and Lease Agreement as fully and largely as Assignor's rights and privileges exist under said Lease.

IN WITNESS WHEREOF, the Assignor, Jefferson Memorial Hospital, Inc., a Maryland Corporation, has hereunto set its hand and seal and caused this Assignment to be duly executed pursuant to its corporate authority by its duly authorized officers and its corporate seal to be hereto affixed, and the Assignor, Jefferson Memorial Hospital Corporation, a Delaware corporation, has hereunto set its hand and seal and caused this Assignment to be duly executed pursuant to its corporate authority by its duly authorized officers and its corporate seal to be hereto affixed, and the Assignor, Lazzlo M. Tauber, Trustee, has hereunto set his hand and seal all as of the 1st day of June, 1975.

JEFFERSON MEMORIAL HOSPITAL, INC.

By: Wayne C. Buelow  
President

ATTEST:

William H. [Signature]  
Secretary

CORPORATE SEAL

JEFFERSON MEMORIAL HOSPITAL CORPORATION

By: *Dominic L. Fisher*  
President

ATTEST:

*Eugene E. Paulsen, Jr.*  
Secretary

CORPORATE SEAL

*Eugene E. Paulsen, Jr.*  
Lasslo N. Tauber, Trustee

STATE OF VIRGINIA,

CITY OF ALEXANDRIA, to-wit:

The foregoing Assignment of Lease was acknowledged before me this 27<sup>th</sup> day of October, 1976, by *Lasslo N. Tauber, Jr.* the President of Jefferson Memorial Hospital, Inc., a Maryland corporation, on behalf of the Corporation.

My commission expires: April 7, 1979

*Margaret L. Cross*  
Notary Public

STATE OF VIRGINIA,

CITY OF ALEXANDRIA, to-wit:

The foregoing Assignment of Lease was acknowledged before me this 26<sup>th</sup> day of October, 1976, by *Lasslo N. Tauber, Jr.* the President of Jefferson Memorial Hospital Corporation, a Delaware corporation, on behalf of the Corporation.

My commission expires: April 7, 1979

*Margaret L. Cross*  
Notary Public

STATE OF VIRGINIA,

CITY OF ALEXANDRIA, co-wit:

The foregoing Assignment of Lease was acknowledged  
before me this 27<sup>th</sup> day of October, 1976, by Laszlo N.  
Tauber, Trustee.

My commission expires: April 7, 1979

Margaret L. [Signature]  
Notary Public

4795

863 733

THIS DEED, made this 1st day of June, 1975, by and between  
JEFFERSON MEMORIAL HOSPITAL CORPORATION, a Delaware Corporation,  
party of the first part, and LASZLO N. TAUBER, TRUSTEE, party  
of the second part:

## W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars  
(\$10.00) in hand paid, the receipt of which is hereby acknowledged,  
the party of the first part does hereby grant, bargain, sell and  
convey, with Special Warranty of Title, to the said party of the  
second part IN TRUST to use, occupy, rent, sell, encumber and  
otherwise deal with the same as if his own; with full power to  
convey, mortgage, lease and execute any and all instruments in  
connection therewith, without the necessity of any written  
authorization from any beneficial owner; and hereby expressly  
relieving any purchaser, lessee, mortgagee or other person dealing  
with said Trustee from necessity of seeing to the application of  
the proceeds, the following described property situate and being  
in the City of Alexandria, Virginia:

BEGINNING at a point lying on the southeasterly side  
of Beaugard Street, a corner common to the  
Hopkins Property and the herein-described parcel;  
thence running with a line of the said Hopkins  
Property S. 12° 16' 00" W. 358.08 feet to a corner  
of Washington Forest; thence departing said Hopkins  
Property and running with a line of Washington  
Forest, N. 76° 05' 50" W. 233.40 feet to a point  
in the said southeasterly side of Beaugard Street,  
as indexed; thence departing said Washington Forest  
and running with the new southeasterly side of  
Beaugard Street, N. 33° 39' 14" E. 167.09 feet  
to a point of curvature; thence 266.23 feet measured  
along the arc of a curve to the right having a  
radius of 182.00 feet, chord N. 53° 37' 15" E. 260.89  
feet to the point and place of beginning, containing  
1.2218 acres of land, more or less.

and

PARCEL 3821-03-02 of the Subdivision of the  
Property of Jefferson Memorial Hospital, Inc.,  
as the same is duly dedicated, platted and  
recorded in Deed Book 707, at Page 584, among the  
Land Records of the City of Alexandria, Virginia;

LESS AND EXCEPTING AND RESERVING unto Lazzlo N. Tauber, Trustee, all improvements situate on the above described land.

This conveyance is made subject to the restrictions, conditions and encumbrances contained in the deeds forming the chain of title to this property.

WITNESS the following signatures and seals:

JEFFERSON MEMORIAL HOSPITAL CORPORATION

By: Louise A. Seiler  
President

(CORPORATE SEAL)  
ATTEST:

By: Gayle L. Tauber, M.D.  
Secretary

STATE OF VIRGINIA,  
CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public in and for the City of Alexandria, State of Virginia, do hereby certify that Louise A. Seiler, M.D. and Gayle L. Tauber, M.D., whose names as President and Secretary, respectively, of JEFFERSON MEMORIAL HOSPITAL CORPORATION, a Delaware Corporation, whose names on behalf of said corporation are signed to the foregoing deed bearing date on the 1st day of June, 1975, have personally appeared before me in my City and State aforesaid and acknowledged the same.

Given under my hand and seal this 27<sup>th</sup> day of October, 1976.

My commission expires: April 7 1979  
Margaret L. Crain  
Notary Public

VERIFIED  
to the Clerk's office of the Circuit  
Court-City of Alexandria this deed  
was recorded and the fees imposed by  
Sec. 55-56.1 to the amount of \$ 2.61. 50  
Have been paid: 6 and the recorded  
certificate admitted to record on  
7-22-77 1:30 PM.

Margaret L. Crain



LEASE

THIS LEASE, made as of this 1st day of July 1975, by and between LASZLO N. TAUBER, TRUSTEE, hereinafter referred to as the "Lessor", and JEFFERSON MEMORIAL HOSPITAL CORPORATION, a Delaware corporation hereinafter referred to as the "Lessee".

WITNESSETH:

That in consideration of the mutual covenants, promises and agreements herein contained, the said parties hereto do hereby agree as follows:

FIRST: (a) The Lessor hereby leases to the Lessee and the Lessee hereby hires from the Lessor, the hospital building located at 4600 King Street, Alexandria, Virginia, and land more specifically described on Schedule A which is attached hereto and made a part hereof. Said hospital building and land is hereinafter referred to as the "Leased Premises".

(b) The Lessor hereby leases to the Lessee not only the premises just described, but also all rights appurtenant thereto, including all right and interest, if any, of the Lessor, in and to the land lying in the streets and sidewalks adjoining said premises, to the center line of such streets and including easements and rights in respect of all adjoining public space, including vault space, it being intended hereby that all rights of the Lessor in respect of the Leased Premises or rights relating to the Leased Premises are hereby granted to

TAUBER 19737

Trial Exhibit  
No. 309.

J.APP. 3684

the Lessee during the Lease Term, but subject to all requirements and limitations, from time to time, of governmental authorities, it being understood that if governmental authorities terminate or restrict any rights to use areas described in paragraph (a) above which extend beyond the premises described in said paragraph (a), the Lessor shall have no liability to the Lessee by reason thereof and that the Lessee will pay all charges with respect thereto.

(c) This Lease shall be at the rental and upon the terms and conditions herein stated. The Original Lease Term shall be for a period of twenty (20) years and shall commence as of July 1, 1975. If the Lessee duly remains the lessee of the Leased Premises for the duration of the Original Lease Term, the Lessee shall have the option to renew this Lease for an additional period of twenty (20) years upon termination of the Original Lease Term. The aforesaid option of the Lessee shall be on the same terms and conditions as are contained in the Lease, except as otherwise expressly provided herein, and the aforesaid option may be exercised by the Lessee only by giving written notice thereof to the Lessor at least eighteen (18) months prior to the expiration of the Lease Term. All references herein to the Lease Term shall include the Original Lease Term plus any additional term for an option duly exercised hereunder.

SECOND: (a) The Lessee does hereby agree to operate the Leased Premises only as a hospital center and to pay the Lessor an Annual Rental for the first ten (10) years of the term, the sum of One Hundred Twelve Thousand Dollars (\$112,000.00) per year, and for the second ten (10) years of the term, the sum of Sixty Thousand Dollars (\$60,000.00) per year.

- 2 -

TAUBER 19738

J.APP. 3685

(b) If Lessor expands the physical plant at the request of the Lessee, as provided in paragraph "Eighth (c)", Lessor shall inform Lessee of Lessor's total cost of such expansion (of any kind or nature), and Lessee shall, as of the first of the succeeding month, commence to pay to Lessor, as "additional annual rental" an annual sum equal to twelve percent (12%) of Lessor's total cost in monthly installments.

(c) The parties understand and agree that this is a net net lease, and as part of the consideration for this Lease and as additional rent and subject to all of the provisions hereof, the Lessee covenants and agrees, commencing as of July 1, 1975, and at all times during the Lease Term, at the Lessee's own cost and expense, to pay, as the same become due and payable and before any fine, penalty, interest or other charge which may be added thereto for the nonpayment thereof, all taxes, license and permit fees, charges for public utilities of any kind, and obligations for any and all other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including, but not limited to, assessments for sidewalks, streets, sewers, water, or any other public improvements, and any other improvements or benefits which shall, during the Lease Term, be made, assessed, levied, or imposed upon, or become due and payable in connection with, or a lien upon, the Leased Premises, or any part thereof, or improvements thereon, or upon this Lease (all of such items being herein referred to as an "Imposition"), except that any such amounts properly allocable to periods before or after the Lease Term shall not be payable by the Lessee and shall be equitably apportioned between the Lessor and the

Lessee. The Lessor agrees promptly to send to the Lessee copies of any notices in respect of any such Imposition. The Lessee covenants to furnish to the Lessor, upon specific request in each instance, official receipts of the proper taxing of other governmental authorities or other proof satisfactory to the Lessor, evidencing the full payment of any and all such Imposition. If, by law, any Imposition may be paid, at the option of the taxpayer, in installments (whether or not interest accrues thereon) the Lessee may pay the same in installments.

(d) The provisions of this Lease shall not be deemed to require the Lessee to pay any tax on the rental paid to the Lessor, or any inheritance, estate, succession or transfer taxes under any existing or future laws of the United States of America, or of any other country, or of any jurisdiction therein, that may be payable by reason of the devolution by descent or testamentary provision of the Lessor's estate in the Leased Premises, and the Lessee shall not be required to pay any income, gift or capital levy or excess profits tax that may be payable by the Lessor under any existing or future tax law of the United States or of any jurisdiction therein.

(e) The Lessee shall have the right, if the Lessee disputes the amount or validity of any Imposition upon the Leased Premises and improvements thereon (whether in respect of the amount of tax assessment or otherwise) to contest and defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid the same; provided, however, that such contest shall be prosecuted to a final conclusion as speedily as is reasonably possible. Any rebate made on account of any Imposition paid by the Lessee, shall belong and be paid to the Lessee. The Lessor agrees to render to the Lessee all reasonable assistance, at no expense to the Lessor, in

contesting the validity or amount of any Imposition, including joining in the execution of any documents, or the signing of any protests or pleadings, which the Lessee may file. During any such contest, the Lessee shall (by payment of such disputed Imposition, if necessary) prevent any foreclosure of, or any divesting thereby, of the Lessor's interest in or to the Leased Premises, and will further (by the payment of such disputed Imposition, if necessary) prevent the public sale or enforcement of any lien for any such Imposition.

THIRD: The Lessee agrees that during the Lease Term and as part of its obligations under Article SECOND hereof, it will pay all charges for electricity, water, sewer, gas and telephone service used on the Leased Premises.

FOURTH: (a) The Lessee shall keep all property, real and personal, belonging to Lessor in good maintenance and repair, and further, shall replace any of such property which may become obsolete or unusable.

(b) In addition, the Lessee shall have the privilege of installing any air conditioning, furniture, fixtures and machinery and equipment necessary to the conduct of its business and the same shall remain the property of the Lessee, provided that Lessee maintains and replaces any such property as provided for in paragraph (a) above, and further provided such property is removed by the Lessee before the expiration of the Lease Term, and further provided that in the event any damage is done to the Leased Premises in the removal of said air conditioning, furniture, fixtures or machinery and equipment, the Lessee will promptly reimburse the Lessor for the cost of such repairs as are necessary to restore the Leased Premises to their condition at the commencement of this Lease. In the event of failure of the Lessee

to remove said air conditioning, furniture, fixtures, or machinery and equipment from the Leased Premises before expiration of this Lease (or any extension thereof) as provided for above, it is agreed that the Lessee is abandoning said air conditioning, furniture, fixtures, or machinery and equipment and such property shall become the property of the Lessor, who shall have the right to use, remove or dispose of said air conditioning, furniture, fixtures and machinery and equipment, all at the expense, if any, to the Lessee.

FIFTH: (a) During the Lease Term the Lessee will, at its own expense, make all repairs and replacements necessary to keep the Leased Premises and the plumbing, heating, electrical and other equipment thereof, in good repair and in proper sanitary condition, including repairs to the roof and exterior walls of the Leased Premises. At the expiration or termination of the Lease (or any extension thereof) the Lessee shall leave the Leased Premises in good condition, allowance being made for ordinary wear and tear and damage by fire, or by the elements, or by tornado, or by act of God or by public enemy being excepted.

(b) The Lessor reserves the right to enter upon the Leased Premises at any time during reasonable and usual business hours to inspect the same; and, in the case of emergency, the Lessor may enter upon the Leased Premises at any time to protect and preserve the Leased Premises or people thereon. The Lessee agrees that it will indemnify and save the Lessor harmless from any and all liability, damage expense, cause of action, suits, claims or judgments arising from injury to person or property on the Leased Premises, or upon the adjoining sidewalks, or

parking lot, which arise out of the use, failure to use, or negligence of the Lessee, its agents or employees. In order to assure such indemnity, the Lessee agrees to carry and keep in full force and effect at all times during the Lease Term, for the protection of the Lessor and Lessee herein, public liability insurance with limits of \$500,000/1,000,000 and fire and extended coverage on the Leased Premises, with a good and responsible insurance company, and to deliver to the Lessor a copy of said policies or certificates showing the same to be in force and effect. The Lessee covenants and agrees to carry adequate insurance on all plate glass in the Leased Premises and to cause said plate glass to be replaced if broken. In the event the Lessee shall fail to keep in force and maintain any of such policies of public liability, fire and extended coverage on the Leased Premises, and plate glass insurance, the Lessor shall have the privilege, at its option, to obtain such policies of insurance and to pay the premiums thereon, and the amount so paid, with interest thereon at the highest legal rate, shall, at the option of the Lessor, be added to the next installment of the Annual Rental payable under the provisions of this lease.

**SIXTH:** The Lessee may not sublet the Leased Premises, or any portion thereof, without the written consent of the Lessor.

**SEVENTH:** The Lessee covenants and agrees to use the Leased Premises for the conduct and operation of a hospital center and will use said premises for no other purpose whatsoever without the prior written consent of the Lessor.

**EIGHTH:** (a) The Lessee covenants and agrees not to make any structural alterations or changes to any part of the Leased Premises without first obtaining the written consent of the Lessor.

(b) Any request for consent, other than provided for in section (c) hereof, to make any structural alterations or changes addressed to the Lessor shall be accompanied by plans and a letter from the Lessee stating in detail precisely what is to be done. The Lessee agrees that in making any such additions, improvements, alterations and/or installations in or to said premises, which shall be made at Lessee's sole cost and expense, it will comply with the building codes, regulations and laws now or hereafter to be made or enforced in the municipality in which the Leased Premises are located and which pertain to such work; it being further agreed that any additions, improvements, alterations and/or installations made by the Lessee (except only movable store and office furniture and fixtures) shall become and remain a part of the Leased Premises and be and remain the property of the Lessor upon the termination of this Lease (or any extension thereof) or the Lessee's occupancy of the Leased Premises; provided, however, that if the Lessor gives written notice to the Lessee at the expiration or prior termination of this Lease to such effect, he may require the Lessee to restore the Leased Premises to its condition at the commencement of this Lease. The Lessee agrees that it will save harmless the Lessor from and against all expenses, including additional real estate taxes, liens, claims or damages to either property or person which may or might arise by reason of the making of any such additions, improvements, alterations and/or installations.

(c) If Lessee desires to expand the physical plant, Lessee shall submit its proposal to Lessor, and if, in Lessor's sole and absolute discretion, such proposal is economically feasible, Lessor will do such expansion at Lessor's cost and expense.

- 8 -

TAUBER 19744

JAPP. 3691



NINTH: The Lessee covenants that it will, at its own cost, promptly comply with and carry out all orders, requirements or conditions now or hereafter imposed upon it by the ordinances, laws and/or regulations of the government of the City of Alexandria and the Commonwealth of Virginia in which the Leased Premises are located, or of any of its various departments during the Lease Term, whether such orders, requirements or conditions are required of the Lessor or otherwise, to be done or performed during the Lease Term insofar as they are occasioned by or required in the conduct of the business of the Lessee, and the Lessee will indemnify and save harmless the Lessor from all penalties, claims and demands resulting from Lessee's failure or negligence in this respect.

TENTH: The Lessee agrees that this Lease shall be subject and subordinate to the lien of any bona fide mortgages or deeds of trust that may now or at any time hereafter be placed against the Leased Premises by the Lessor to secure money borrowed from any insurance company or recognized financial institution. The Lessee further agrees, at any time hereafter, on demand, to execute any instrument, releases or other documents that may be required by the Lessor for the purpose of subjecting and subordinating this Lease to the lien of any first mortgage or deed of trust, whether original or substituted.

ELEVENTH: The Lessee agrees that it will keep the Leased Premises free of trash and dirt accumulations and shall furnish adequate and proper receptacles for trash and garbage, and shall remove trash, snow and ice.

TAUBER 19745

TWELFTH: In the event the Lessee shall be adjudged a bankrupt and a receiver or trustee shall be appointed by an appropriate court of its property and assets after the Lessee has exhausted its legal remedies in opposing such receivership, or if the Lessee shall make an assignment or other conveyance in trust for the benefit of its creditors, or if the Lessee shall suffer or permit a final judgment or decree for the payment of money to be entered against it and execution to issue thereon and be levied upon its interest in this Lease, and such execution and levy be not dismissed within ten (10) days after the date of such execution and levy, then, upon the happening of any such event, this Lease shall, at the option of the Lessor, cease and determine.

THIRTEENTH: In the case of fire, the Lessee shall give immediate notice thereof to the Lessor. If the Leased Premises shall be partially damaged by fire or other casualty, and the Lessee can reasonably carry on its business in the Leased Premises, the same shall be repaired or restored by the Lessor as it was immediately prior to such fire or other casualty, at the Lessor's expense, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims, and until the repairs shall be made the annual rent shall be reduced in proportion to the portion of the Leased Premises that are unusable. In the event, during the Original Lease Term, and while ten (10) or more years of such term remain, that any portion of the Leased Premises is rendered unusable by fire or other cause covered by insurance, the Lessor agrees to restore the same promptly in accordance with the provisions hereof; but in the event the Leased Premises are so damaged to the extent that seventy-five percent (75%) thereof (or more) is rendered unusable, and such damage occurs after the expiration of the Original Lease Term or during the final ten (10) years of such term, the Lessor, at its option,

may cancel and terminate this Lease upon notice to the Lessee at any time within sixty (60) days after the date of such damage, unless within thirty (30) days of the giving of such notice by the Lessor, the Lessee shall agree to a new lease of all terms hereof for a term of forty (40) years beginning on the date of the restoration of the Leased Premises. In the event of damage to the Leased Premises by fire or other cause, the question of whether or not seventy-five percent (75%) of the remaining portion of the premises can reasonably be used shall be determined by agreement between the Lessor and the Lessee.

FOURTEENTH: (a) If the Lessee shall fail timely to pay the rent called for herein as aforesaid, or breaks or violates any of the within covenants, conditions or agreements, and if such breach be not corrected within ten (10) days after notice by the Lessor to the Lessee of the existence of such breach, then and in any of the said events, this Lease and all things herein contained shall, at the option of the Lessor, cease and determine and shall operate as a notice to quit, the thirty (30) days' written notice to quit being hereby expressly waived; and the Lessor may proceed to recover possession of the Leased Premises under and by virtue of the provisions of the Code of the City of Alexandria and the Commonwealth of Virginia, or by such legal process as may at the time be in operation and force in like cases relating to proceedings between lessors and lessees, and when such possession is obtained, Lessor may re-rent the Leased Premises at the risk and cost of the defaulting Lessee, whose default in no instance shall relieve it of liability for the difference between the rent herein reserved and the rent actually received by Lessor during the term remaining after such default occurs.

(b) If a summons or other notice shall at any time be served upon the Lessee by the Lessor as aforesaid, and compromise or settlement shall be effected either before or after judgment or decree whereby the Lessee shall be allowed or permitted to retain possession of the Leased Premises, then said proceeding shall not constitute a waiver of any covenant or agreement herein contained, or this Lease itself, or of any subsequent breach or violation of any of its conditions, covenants or agreements.

FIFTEENTH: It is understood and agreed that all personal property, goods, wares, and merchandise in the Leased Premises shall be and remain at the Lessee's sole risk and the Lessor shall not be liable for any damage to or loss of such personal property, goods and merchandise arising from the bursting, overflowing or leaking of the roof or of water, sewer or steam pipes, or from heating or plumbing fixtures or from the handling of electric wire or fixtures or from any other cause whatsoever, unless said damages are caused through the negligence of the Lessor.

SIXTEENTH: Any notices required or given hereunder by the Lessor to the Lessee shall be deemed to have been given if mailed, postage prepaid, to Lessee addressed to the Leased Premises; and any notices required or given hereunder by the Lessee to the Lessor, shall be deemed to have been given if mailed, postage prepaid, to Lazzlo N. Tauber, Trustee, 5300 Westbard Avenue, Bethesda, Maryland.

SEVENTEENTH: The terms, conditions and agreements herein contained shall be kept and performed by the respective parties

hereto and will be binding upon them and each of their successors and assigns, and no waiver of any breach of any agreement, condition or covenant herein contained shall be construed to be a waiver of the said condition, covenant or agreement itself or of any subsequent breach thereof or of this agreement.

EIGHTEENTH: Lessor agrees that if Lessor should desire to sell the Leased Property owned by Lessor during the term of this Lease, and provided that the Lessee is not in default of any of the terms and conditions of the Lease, Lessor will first offer that part of the Leased Property owned by Lessor to the Lessee at the same price and terms as Lessor would be willing to sell such property to any third party. Said offer shall be in writing and shall be mailed by Certified or Registered Mail to the Lessee at the address of the Property. The Lessee shall have thirty (30) days from the date of the offer to accept the offer, said acceptance to be in writing and mailed to the Lessor by Certified or Registered Mail, postmarked within said thirty day period, addressed to the Lessor at the Hospital Premises or such other address as the Lessor may from time to time give to the Lessee as an address for the sending of notices to the Lessor.

NINETEENTH: Either party to the Lease shall have the right of cancellation of the Lease upon six (6) months written notice of said termination and cancellation. In the event of such termination and cancellation by the Lessor, the Lessor shall be obligated to purchase all equipment on the Leased Property belonging to the Lessee at its book value, the payment of which purchase price shall be as full liquidated damages for such cancellation and termination. If the Lessee should cancel and terminate the Lease, Lessee shall be obligated to sell and Lessor shall have the right and option to buy any or all of the equipment

on the Leased Property belonging to the Lessee at book value, the sale of such equipment being as full liquidated damages for such cancellation and termination. The book value of any or all of the equipment as aforesaid shall be as of the date of termination.

TWENTIETH: In the event that Lessee exercises the renewal option granted to it in paragraph "FIRST (c)", Lessor and Lessee shall each appoint an appraiser, and the two appraisers shall appoint a third appraiser and the three appraisers will appraise all of the property, both real and personal, which is the subject of the Lease. The appraised fair market value of the property arrived at by a majority of the appraisers shall be the appraised value of the property on which the new rental shall be determined, and the annual rental shall be twelve percent (12%) of such fair market value for the first ten (10) years of the renewal period. At the end of the first ten year renewal period, the Lessor and Lessee shall have all property again appraised as aforesaid and the annual rental shall be twelve percent (12%) of the new appraised fair market value of all of the property for the second ten year renewal period.

TWENTY-FIRST: Lessee understands and agrees that Lessor shall have the right to put additional buildings on the Leased Property and/or to add to the existing building for the Landlord's own purposes or for lease to third parties, provided however, that such additional use or uses shall not impede or conflict with the operation of the Hospital, and further, that there will be no additional expense or cost to the Lessee, including specifically, but not in limitation, the provision that if such use or uses in any way increases the real estate taxes which the Lessee is obligated to pay, then, and in that event,

the Lessor shall be obligated to pay such increase in real estate taxes as are attributable to the Lessor's use or uses and any such new building or additions to the existing building as are not used by the Lessee.

TWENTY-SECOND: If the Leased Premises or any part thereof shall be taken by any governmental or quasi-governmental authority pursuant to the power of eminent domain, the Lessee agrees to make no claim for compensation in the proceedings, and hereby assigns to the Lessor any rights which the Lessee may have to any portion of any award made as a result of such taking, and this Lease shall terminate as to the portion of the Leased Premises taken when title to that portion of the Leased Premises is taken by the condemning authority.

TWENTY-THIRD: The Lessor covenants and agrees that the Lessee, upon paying the rental herein reserved and performing the covenants on its part herein required to be performed shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Lease Term.

IN WITNESS WHEREOF, LASZLO N. TAUBER, TRUSTEE, as Lessor, has hereunto set his hand and seal, and JEFFERSON MEMORIAL HOSPITAL CORPORATION, as Lessee, has caused its corporate name to be signed by its President and duly attested by its Secretary, and its corporate seal hereunto affixed.

X Laszlo N. Tauber, Trustee (SEAL)  
Laszlo N. Tauber, Trustee

LESSOR

JEFFERSON MEMORIAL HOSPITAL CORPORATION

ATTEST:

By: Marie L. Peters  
President

X Laszlo N. Tauber, Trustee  
Secretary

LESSEE

CORPORATE SEAL

STATE OF VIRGINIA,

CITY OF ALEXANDRIA, to-wit:

The foregoing Lease was acknowledged before me this

18<sup>th</sup> day of October, 1976, by LASZLO N. TAUBER, TRUSTEE.

My commission expires: April 7, 1979

Margaret L. Cross  
Notary Public

STATE OF VIRGINIA,

CITY OF ALEXANDRIA, to-wit:

The foregoing Lease was acknowledged before me this

16<sup>th</sup> day of October, 1976, by Leslie L. Peters, M.D.

the President of JEFFERSON MEMORIAL HOSPITAL CORPORATION, a  
Delaware corporation, on behalf of the Corporation.

My commission expires: April 7, 1976

Margaret L. Cross  
Notary Public



TAUBER 19753

J.APP. 3700

7

LEASE

THIS LEASE, made as of this 1st day of July 1975, by and between LASELO N. TAUBER, TRUSTEE, hereinafter referred to as the "Lessor", and JEFFERSON MEMORIAL HOSPITAL CORPORATION, a Delaware corporation hereinafter referred to as the "Lessee".

WITNESSETH:

That in consideration of the mutual covenants, promises and agreements herein contained, the said parties hereto do hereby agree as follows:

FIRST: (a) The Lessor hereby leases to the Lessee and the Lessee hereby hires from the Lessor, the hospital building located at 4600 King Street, Alexandria, Virginia, and land more specifically described on Schedule A which is attached hereto and made a part hereof. Said hospital building and land is hereinafter referred to as the "Leased Premises".

(b) The Lessor hereby leases to the Lessee not only the premises just described, but also all rights appurtenant thereto, including all right and interest, if any, of the Lessor, in and to the land lying in the streets and sidewalks adjoining said premises, to the center line of such streets and including easements and rights in respect of all adjoining public space, including vault space, it being intended hereby that all rights of the Lessor in respect of the Leased Premises or rights relating to the Leased Premises are hereby granted to

the Lessee during the Lease Term, but subject to all requirements and limitations, from time to time, of governmental authorities, it being understood that if governmental authorities terminate or restrict any rights to use areas described in paragraph (a) above which extend beyond the premises described in said paragraph (a), the Lessor shall have no liability to the Lessee by reason thereof and that the Lessee will pay all charges with respect thereto.

(c) This Lease shall be at the rental and upon the terms and conditions herein stated. The Original Lease Term shall be for a period of twenty (20) years and shall commence as of July 1, 1975. If the Lessee duly remains the lessee of the Leased Premises for the duration of the Original Lease Term, the Lessee shall have the option to renew this Lease for an additional period of twenty (20) years upon termination of the Original Lease Term. The aforesaid option of the Lessee shall be on the same terms and conditions as are contained in the Lease, except as otherwise expressly provided herein, and the aforesaid option may be exercised by the Lessee only by giving written notice thereof to the Lessor at least eighteen (18) months prior to the expiration of the Lease Term. All references herein to the Lease Term shall include the Original Lease Term plus any additional term for an option duly exercised hereunder.

SECOND: (a) The Lessee does hereby agree to operate the Leased Premises only as a hospital center and to pay the Lessor an Annual Rental for the first ten (10) years of the term, the sum of One Hundred Twelve Thousand Dollars (\$112,000.00) per year and for the second ten (10) years of the term, the sum of Sixty Thousand Dollars (\$60,000.00) per year.

(b) If Lessor expands the physical plant at the request of the Lessee, as provided in paragraph "Eighth (c)", Lessor shall inform Lessee of Lessor's total cost of such expansion (of any kind or nature), and Lessee shall, as of the first of the succeeding month, commence to pay to Lessor, as "additional annual rental" an annual sum equal to twelve percent (12%) of Lessor's total cost in monthly installments.

---(c) The parties understand and agree that this is a net net lease, and as part of the consideration for this Lease and as additional rent and subject to all of the provisions hereof, the Lessee covenants and agrees, commencing as of July 1, 1973, and at all times during the Lease Term, at the Lessee's own cost and expense to pay, as the same become due and payable and before any fine, penalty, interest or other charge which may be added thereto for the nonpayment thereof, all taxes, license and permit fees, charges for public utilities of any kind, and obligations for any and all other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including, but not limited to, assessments for sidewalks, streets, sewers, water, or any other public improvements, and any other improvements or benefits which shall, during the Lease Term, be made, assessed, levied, or imposed upon, or become due and payable in connection with, or a lien upon, the Leased Premises, or any part thereof, or improvements thereon, or upon this Lease (all of such items being herein referred to as an "Imposition"), except that any such amounts properly allocable to periods before or after the Lease Term shall not be payable by the Lessee and shall be equitably apportioned between the Lessor and the

Lessee. The Lessor agrees promptly to send to the Lessee copies of any notices in respect of any such imposition. The Lessee covenants to furnish to the Lessor, upon specific request in each instance, official receipts of the proper taxing of other governmental authorities or other proof satisfactory to the Lessor, evidencing the full payment of any and all such imposition. If, by law, any imposition may be paid, at the option of the taxpayer, in installments (whether or not interest accrues thereon) the Lessee may pay the same in installments.

(d) The provisions of this Lease shall not be deemed to require the Lessee to pay any tax on the rental paid to the Lessor, or any inheritance, estate, succession or transfer taxes under any existing or future laws of the United States of America, or of any other country, or of any jurisdiction therein, that may be payable by reason of the devolution by descent or testamentary provision of the Lessor's estate in the Leased Premises, and the Lessee shall not be required to pay any income, gift or capital levy or excess profits tax that may be payable by the Lessor under any existing or future tax law of the United States or of any jurisdiction therein.

(e) The Lessee shall have the right, if the Lessee disputes the amount or validity of any imposition upon the Leased Premises and improvements thereon (whether in respect of the amount of tax assessment or otherwise) to contest and defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid the same; provided, however, that such contest shall be prosecuted to a final conclusion as speedily as is reasonably possible. Any rebate made on account of any imposition paid by the Lessee, shall belong and be paid to the Lessee. The Lessor agrees to render to the Lessee all reasonable assistance, at no expense to the Lessor, in

contesting the validity or amount of any Imposition, including joining in the execution of any documents, or the signing of any protests or pleadings, which the Lessee may file. During any such contest, the Lessee shall (by payment of such disputed Imposition, if necessary) prevent any foreclosure of, or any divesting thereby of the Lessor's interest in or to the Leased Premises, and will further (by the payment of such disputed Imposition, if necessary) prevent the public sale or enforcement of any lien for any such Imposition.

THIRD: The Lessee agrees that during the Lease Term and as part of its obligations under Article SECOND hereof, it will pay all charges for electricity, water, sewer, gas and telephone service used on the Leased Premises.

FOURTH: (a) The Lessee shall keep all property, real and personal, belonging to Lessor in good maintenance and repair, and further, shall replace any of such property which may become obsolete or unusable.

(b) In addition, the Lessee shall have the privilege of installing any air conditioning, furniture, fixtures and machinery and equipment necessary to the conduct of its business and the same shall remain the property of the Lessee, provided that Lessee maintains and replaces any such property as provided for in paragraph (a) above, and further provided such property is removed by the Lessee before the expiration of the Lease Term, and further provided that in the event any damage is done to the Leased Premises in the removal of said air conditioning, furniture, fixtures or machinery and equipment, the Lessee will promptly reimburse the Lessor for the cost of such repairs as are necessary to restore the Leased Premises to their condition at the commencement of this Lease. In the event of failure of the Lessee

1081 05

to remove said air conditioning, furniture, fixtures, or machinery and equipment from the Leased Premises before expiration of this Lease (or any extension thereof) as provided for above, it is agreed that the Lessee is abandoning said air conditioning, furniture, fixtures, or machinery and equipment and such property shall become the property of the Lessor, who shall have the right to use, remove or dispose of said air conditioning, furniture, fixtures and machinery and equipment, all at the expense, if any, to the Lessee.

7.2.1: (a) During the Lease Term the Lessee will, at its own expense, make all repairs and replacements necessary to keep the Leased Premises and the plumbing, heating, electrical and other equipment thereof, in good repair and in proper sanitary condition, including repairs to the roof and exterior walls of the Leased Premises. At the expiration or termination of the Lease (or any extension thereof) the Lessee shall leave the Leased Premises in good condition, allowance being made for ordinary wear and tear and damage by fire, or by the elements, or by tornado, or by act of God or by public enemy being excepted.

(b) The Lessor reserves the right to enter upon the Leased Premises at any time during reasonable and usual business hours to inspect the same; and, in the case of emergency, the Lessor may enter upon the Leased Premises at any time to protect and preserve the Leased Premises or people thereon. The Lessee agrees that it will indemnify and save the Lessor harmless from any and all liability, damage expense, cause of action, suits, claims or judgments arising from injury to person or property on the Leased Premises, or upon the adjoining sidewalks, or

parking lot, which arise out of the act, failure to act, or negligence of the

Lessee, its agents or employees. In order to assure such indemnity,

the Lessee agrees to carry and keep in full force and effect at all times

during the Lease Term, for the protection of the Lessee and Lessee hotels,

public liability insurance with limits of \$500,000/1,000,000 and fire and

extended coverage on the Leased Premises, with a good and responsible

insurance company, and to deliver to the Lessee a copy of said policies

or certificates showing the same to be in force and effect. The Lessee

consents and agrees to carry adequate insurance on all plate glass in

the Leased Premises and to cause said plate glass to be replaced if broken.

In the event the Lessee shall fail to keep in force and maintain any of such

policies of public liability, fire and extended coverage on the Leased

Premises, and plate glass insurance, the Lessee shall have the privilege,

at its option, to obtain such policies of insurance and to pay the premiums

thereon, and the amount so paid, with interest thereon at the highest legal

rate, shall, at the option of the Lessee, be added to the next installment

of the Annual Rental payable under the provisions of this Lease.

SIXTH: The Lessee may not sublet the Leased Premises, or

any portion thereof, without the written consent of the Lessee.

SEVENTH: The Lessee consents and agrees to use the Leased

Premises for the conduct and operation of a hospital center and will use

said premises for no other purpose whatsoever without the prior written

consent of the Lessee.

EIGHTH: (a) The Lessee consents and agrees not to make

any structural alterations or changes in any part of the Leased Premises

without first obtaining the written consent of the Lessee.



(b) Any request for consent, other than provided for in section (c) hereof, to make any structural alterations or changes addressed to the Lessor shall be accompanied by plans and a letter from the Lessee stating in detail precisely what is to be done. The Lessee agrees that in making any such additions, improvements, alterations and/or installations in or to said premises, which shall be made at Lessee's sole cost and expense, it will comply with the building codes, regulations and laws now or hereafter to be made or enforced in the municipality in which the Leased Premises are located and which pertain to such work; it being further agreed that any additions, improvements, alterations and/or installations made by the Lessee (except only movable store and office furniture and fixtures) shall become and remain a part of the Leased Premises and be and remain the property of the Lessor upon the termination of this Lease (or any extension thereof) or the Lessee's occupancy of the Leased Premises; provided, however, that if the Lessor gives written notice to the Lessee at the expiration or prior termination of this Lease to such effect, he may require the Lessee to restore the Leased Premises to its condition at the commencement of this Lease. The Lessee agrees that it will save harmless the Lessor from and against all expenses, including additional real estate taxes, liens, claims or damages to either property or person which may or might arise by reason of the making of any such additions, improvements, alterations and/or installations.

(c) If Lessee desires to expand the physical plant, Lessee shall submit its proposal to Lessor, and if, in Lessor's sole and absolute discretion, such proposal is economically feasible, Lessor will do such expansion at Lessor's cost and expense.

NINTH: The Lessee covenants that it will, at its own cost, promptly comply with and carry out all orders, requirements or conditions now or hereafter imposed upon it by the ordinances, laws and/or regulations of the government of the City of Alexandria and the Commonwealth of Virginia in which the Leased Premises are located, or of any of its various departments during the Lease Term, whether such orders, requirements or conditions are required of the Lessor or otherwise, to be done or performed during the Lease Term insofar as they are occasioned by or required in the conduct of the business of the Lessee, and the Lessee will indemnify and save harmless the Lessor from all penalties, claims and demands resulting from Lessee's failure or negligence in this respect.

TENTH: The Lessee agrees that this Lease shall be subject and subordinate to the lien of any bona fide mortgages or deeds of trust that may now or at any time hereafter be placed against the Leased Premises by the Lessor to secure money borrowed from any insurance company or recognized financial institution. The Lessee further agrees, at any time hereafter, on demand, to execute any instrument, releases or other documents that may be required by the Lessor for the purpose of subjecting and subordinating this Lease to the lien of any first mortgage or deed of trust, whether original or substituted.

ELEVENTH: The Lessee agrees that it will keep the Leased Premises free of trash and dirt accumulations and shall furnish adequate and proper receptacles for trash and garbage, and shall remove trash, snow and ice.

WARRANTY: In the event the Lessee shall be adjudicated

a bankrupt and a receiver or trustee shall be appointed by an appropriate court of its property and assets after the Lessee has exhausted its legal remedies in opposing such receivership, or if the Lessee shall make an assignment or other conveyance in trust for the benefit of its creditors, or if the Lessee shall suffer or permit a final judgment or decree for the payment of money to be entered against it and execution to issue thereon and be levied upon its interest in this Lease, and such execution and levy be not dismissed within ten (10) days after the date of such execution and levy, then, upon the happening of any such event, this Lease shall, at the option of the Lessor, cease and terminate.

TERMINATION: In the case of fire, the Lessee shall give immediate notice thereof to the Lessor. If the Leased Premises shall be partially damaged by fire or other casualty, and the Lessee can reasonably carry on its business in the Leased Premises, the same shall be repaired or restored by the Lessee as its was immediately prior to such fire or other casualty, at the Lessor's expense, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims, and until the repairs shall be made the annual rent shall be reduced in proportion to the portion of the Leased Premises that are unusable. In the event, during the Original Lease Term, and while ten (10) or more years of such term remain, that any portion of the Leased Premises is rendered unusable by fire or other cause covered by insurance, the Lessor agrees to restore the same promptly in accordance with the provisions hereof; but in the event the Leased Premises are so damaged to the extent that seventy-five percent (75%) thereof (or more) is rendered unusable, and such damage occurs after the expiration of the Original Lease Term, or during the final ten (10) years of such term, the Lessor, at its option

may cancel and terminate this Lease upon notice to the Lessee at any time within sixty (60) days after the date of such damage, unless within thirty (30) days of the giving of such notice by the Lessor, the Lessee shall agree to a new lease of all terms hereof for a term of forty (40) years beginning on the date of the restoration of the Leased Premises. In the event of damage to the Leased Premises by fire or other cause, the question of whether or not seventy-five percent (75%) of the remaining portion of the premises can reasonably be used shall be determined by agreement between the Lessor and the Lessee.

FOURTEENTH: (a) If the Lessee shall fail timely to pay the rent called for herein as aforesaid, or breaks or violates any of the within covenants, conditions or agreements, and if such breach be not corrected within ten (10) days after notice by the Lessor to the Lessee of the existence of such breach, then and in any of the said events, this Lease and all things herein contained shall, at the option of the Lessor, cease and determine and shall operate as a notice to quit, the thirty (30) days' written notice to quit being hereby expressly waived; and the Lessor may proceed to recover possession of the Leased Premises under and by virtue of the provisions of the Code of the City of Alexandria and the Commonwealth of Virginia, or by such legal process as may at the time be in operation and force in like cases relating to proceedings between lessors and lessees, and when such possession is obtained, Lessor may re-rent the Leased Premises at the risk and cost of the defaulting Lessee, whose default in no instance shall relieve it of liability for the difference between the rent herein reserved and the rent actually received by Lessor during the term remaining after such default occurs.

1081-101

(b) If a summons or other notice shall at any time be served upon the Lessee by the Lessor as aforesaid, and compromise or settlement shall be effected either before or after judgment or decree whereby the Lessee shall be allowed or permitted to retain possession of the Leased Premises, then said proceeding shall not constitute a waiver of any covenant or agreement herein contained, or this Lease itself, or of any subsequent breach or violation of any of its conditions, covenants or agreements.

FIFTEENTH: It is understood and agreed that all personal property, goods, wares, and merchandise in the Leased Premises shall be and remain at the Lessee's sole risk and the Lessor shall not be liable for any damage to or loss of such personal property, goods and merchandise arising from the bursting, overflowing or leaking of the roof or of water, sewer or steam pipes, or from heating or plumbing fixtures or from the handling of electric wire or fixtures or from any other cause whatsoever, unless said damages are caused through the negligence of the Lessor.

SIXTEENTH: Any notices required or given hereunder by the Lessor to the Lessee shall be deemed to have been given if mailed, postage prepaid, to Lessee addressed to the Leased Premises; and any notices required or given hereunder by the Lessee to the Lessor, shall be deemed to have been given if mailed, postage prepaid, to Leslie H. Tauber, Trustee, 3300 Westward Avenue, Bethesda, Maryland.

SEVENTEENTH: The terms, conditions and agreements herein contained shall be kept and performed by the respective parties

hereto and will be binding upon them and each of their successors and assigns, and no waiver of any breach of any agreement, condition or covenant herein contained shall be construed to be a waiver of the said condition, covenant or agreement itself or of any subsequent breach thereof or of this agreement.

**EIGHTEENTH:** Lessor agrees that if Lessor should desire to sell the Leased Property owned by Lessor during the term of this Lease, and provided that the Lessee is not in default of any of the terms and conditions of the Lease, Lessor will first offer that part of the Leased Property owned by Lessor to the Lessee at the same price and terms as Lessor would be willing to sell such property to any third party. Said offer shall be in writing and shall be mailed by Certified or Registered Mail to the Lessee at the address of the Property. The Lessee shall have thirty (30) days from the date of the offer to accept the offer, said acceptance to be in writing and mailed to the Lessor by Certified or Registered Mail, postmarked within said thirty day period, addressed to the Lessor at the Hospital Premises or such other address as the Lessor may from time to time give to the Lessee as an address for the sending of notices to the Lessor.

**NINETEENTH:** Either party to the Lease shall have the right of cancellation of the Lease upon six (6) months written notice of said termination and cancellation. In the event of such termination and cancellation by the Lessor, the Lessor shall be obligated to purchase all equipment on the Leased Property belonging to the Lessee at its book value, the payment of which purchase price shall be as full liquidated damages for such cancellation and termination. If the Lessee should cancel and terminate the Lease, Lessee shall be obligated to sell and Lessor shall have the right and option to buy any or all of the equipment

on the Leased Property belonging to the Lessee at book value, the sale of such equipment being as full liquidated damages for such cancellation and termination. The book value of any or all of the equipment as aforesaid shall be as of the date of termination.

**TWENTIETH:** In the event that Lessee exercises the renewal option granted to it in paragraph "FIRST (c)", Lessor and Lessee shall each appoint an appraiser, and the two appraisers shall appoint a third appraiser and the three appraisers will appraise all of the property, both real and personal, which is the subject of the Lease. The appraised fair market value of the property arrived at by a majority of the appraisers shall be the appraised value of the property on which the new rental shall be determined, and the annual rental shall be twelve percent (12%) of such fair market value for the first ten (10) years of the renewal period. At the end of the first ten year renewal period, the Lessor and Lessee shall have all property again appraised as aforesaid and the annual rental shall be twelve percent (12%) of the new appraised fair market value of all of the property for the second ten year renewal period.

**THIRTY-FIRST:** Lessee understands and agrees that Lessor shall have the right to put additional buildings on the Leased Property and/or to add to the existing building for the Landlord's own purposes or for lease to third parties, provided however, that such additional use or uses shall not impede or conflict with the operation of the Hospital, and further, that there will be no additional expense or cost to the Lessee, including specifically, but not in limitation, the provision that if such use or uses in any way increases the real estate taxes which the Lessee is obligated to pay, then, and in that event,

1081 104

the Lessor shall be obligated to pay such increase in real estate taxes as are attributable to the Lessor's use or uses and any such new building or additions to the existing building as are not used by the Lessee.

TWENTY-SECOND: If the Leased Premises or any part thereof shall be taken by any governmental or quasi-governmental authority pursuant to the power of eminent domain, the Lessee agrees to make no claim for compensation in the proceedings, and hereby assigns to the Lessor any rights which the Lessee may have to any portion of any award made as a result of such taking, and this Lease shall terminate as to the portion of the Leased Premises taken when title to that portion of the Leased Premises is taken by the condemning authority.

TWENTY-THIRD: The Lessor covenants and agrees that the Lessee, upon paying the rental herein reserved and performing the covenants on its part herein required to be performed shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Lease Term.

IN WITNESS WHEREOF, LASSIE M. TAUBER, TRUSTEE, as Lessor, has hereunto set his hand and seal, and JEFFERSON MEMORIAL HOSPITAL CORPORATION, as Lessee, has caused its corporate name to be signed by its President and duly attested by its Secretary, and its corporate seal hereunto affixed.

X Lassie M. Tauber, Trustee (SEAL)  
Lassie M. Tauber, Trustee

LESSOR

JEFFERSON MEMORIAL HOSPITAL CORPORATION

ATTEST:

By:

Lassie M. Tauber, Trustee  
Secretary

W. H. D. Dyer  
President

LESSOR

CORPORATE SEAL



1081 105

SCHEDULE A

The Leased Premises referred to in the attached Lease Agreement are located at 4000 King Street, Alexandria, Virginia, and are described as follows:

All those certain lots or parcels of ground located in the City of Alexandria, Virginia, and more particularly described as follows, to-wit:-

PARCEL ONE:

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turn Pike a corner to the lot of Mrs. Julia T. Klock; thence with the line of Mrs. Klock S. 26° 51' W. 74.4 feet to an iron pipe; thence with another line of Mrs. Klock and the same line continued with Dove N. 77° 48' W. 364.4 feet to an iron pipe set in the E. side of a 12 foot outlet road; a corner to Dove; thence crossing said 12 foot outlet road N. 77° 01' West 12' to an iron pipe in the line of the Green Tract; thence with the line of the Green Tract S. 12° 46' W. 171.18 feet to an iron pipe set in said line a corner to the land of Finissey; thence with the line of Finissey S. 58° 22' E. 425.9 feet to an iron pipe set in said line a corner to the lot of W. P. Daniels, Jr.; thence with the line of said Daniels N. 25° 19' E. 329.5 feet to an iron pipe in the west side of Leesburg-Alexandria Turn Pike, a corner to W. O. Daniels, Sr.; thence with the west side of said Turn Pike N. 30° 22' W. 84.3 feet to beginning, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:

1081 106

BEGINNING at an iron pipe in the West side of Leesburg-Alexandria Turn Pike, a corner to the land of the Grasshopper Green School, Inc.; thence with the line of Grasshopper Green School, Inc., S. 17° 25' 06" W. 328.62 feet to a point in the northerly line of Eva Figgins; thence with the line of Eva Figgins N. 66° 12' 00" W. 426.01 feet to a point in the easterly line of property of the City of Alexandria, identified as Parcel 3547-01-01-03; thence with the line of property of the City of Alexandria and the same line continued with the Alexandria Land Corporation N. 4° 51' 50" E. 171.80 feet to a point on the easterly line of the Alexandria Land Corporation; thence through the land of Gerard T. Hopkins and Helen C. Hopkins, his wife, S. 85° 08' 10" E. 12 feet to a point; thence continuing through the land of the said Gerard T. Hopkins and Helen C. Hopkins S. 85° 42' 10" E. 334.40 feet to a point; thence continuing through the land of Hopkins N. 21° 45' 00" E. 72.20 feet to a point in the West side line of the Leesburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 37° 18' 20" E. 34.30 feet to the point of beginning, containing 2.5639 acres;

AND

PARCEL TWO:

BEGINNING at a stake or pipe on the Southwesterly side of the Leesburg-Alexandria Turn Pike; thence leaving the Pike S. 67° 20' W. 271.75 feet to a pipe in the line of William O. Daniels; thence with his line N. 78° 34' W. 104.8 feet to easterly side of William O. Daniels 12 feet outlet Road; thence with the said side of the road N. 12° 20' E. 50 feet; thence still with the side of the road N. 75° 20' E. 325.3 feet to the said side of the Pike; thence with the side of the Pike S. 30° 43' E. 55 feet to the beginning, .368 acres, the said land being hereby conveyed being more particularly described in accordance with a survey made by Edward S. Holland, C.L.S., dated August 6, 1962, as follows:

- 3 -

BEGINNING at a point lying on the southeasterly side of Beauregard Street, a corner common to the Hopkins property and the heretofore described parcels; thence running with a line of the said Hopkins property S. 12° 16' 00" W. 338.08 feet to a corner of Washington Forest; thence departing said Hopkins property and running with a line of Washington Forest, N. 76° 05' 30" W. 333.10 feet to a point in the said southeasterly side of Beauregard Street, as indicated; thence departing said Washington Forest and running with the new southeasterly side of Beauregard Street, N. 33° 39' 14" E. 167.09 feet to a point of curvature; thence 366.25 feet measured along the arc of a curve to the right having a radius of 382.00 feet, chord N. 33° 17' 15" E. 260.83 feet to the point of beginning, containing 1.2318 acres of land, more or less.

PARCEL FOUR:

AND

BEGINNING at a point on the West side of the Jacobburg Alexandria Turn Pike, and from being N. 37° 32' 20" W. 84.50 feet from a pole marking the corner of the land of Edward F. Hopkins and Helen C. Hopkins; thence through the land of Edward F. Hopkins and Helen C. Hopkins, N. 21° 42' 00" W. 72.20 feet to a point; thence through the land of Hopkins 279.60 feet to a point; thence through the land of Hopkins N. 60° 11' 50" W. 271.33 feet to a point in the West side of the Jacobburg-Alexandria Turn Pike; thence with the West side of said Turn Pike S. 36° 27' 40" W. 94.78 feet to a point; thence continuing with the West side of said Turn Pike S. 37° 32' 20" W. 18.38 feet to the point of beginning, containing 0.5658 Acres.

PARCEL THREE:

1081 107

AND

LEASE CANCELLATION

by agreement, the lease dated January 1, 1966 between Jefferson Memorial Hospital Joint Venture and Jefferson Memorial Hospital, Inc. is cancelled due to the execution of a new lease between Lazzlo N. Tauber, Trustee for Jefferson Memorial Hospital Joint Venture and Jefferson Memorial Hospital Corporation. Jefferson Memorial Hospital Corporation is successor to Jefferson Memorial Hospital, Inc.

Jefferson Memorial Hospital Corporation  
by:

Leslie L. Peters  
Leslie L. Peters, President

Jefferson Memorial Hospital Inc.  
by:

Lazzlo N. Tauber  
Lazzlo N. Tauber, President

Lazzlo N. Tauber  
Lazzlo N. Tauber, Trustee

Date July 1, 1975

Trial Exhibit  
No. 311.

MMRW 003418

J.APP. 3719

**LEASE CANCELLATION**

By agreement, the lease dated January 1, 1966 and the sublease dated January 2, 1966 between Jefferson Memorial Associates and Jefferson Memorial Hospital, Inc. is cancelled due to the execution of a new lease between Leslie M. Tauber, Trustee for Jefferson Memorial Hospital Joint Venture and Jefferson Memorial Hospital Corporation. Jefferson Memorial Hospital Corporation is successor to Jefferson Memorial Hospital, Inc.

Jefferson Memorial Hospital Corporation  
by:

Leslie L. Peters  
Leslie L. Peters, President

Jefferson Memorial Hospital Inc.  
by:

Leslie M. Tauber  
Leslie M. Tauber, President

Leslie M. Tauber  
Leslie M. Tauber, Trustee

Date July 1, 1975

NEW 006156

LEASE CANCELLATION

By agreement, the lease dated January 1, 1965 between Jefferson Memorial Hospital Joint Venture and Jefferson Memorial Hospital, Inc. is cancelled due to the execution of a new lease between Lazzlo N. Tauber, Trustee for Jefferson Memorial Hospital Joint Venture and Jefferson Memorial Hospital Corporation. Jefferson Memorial Hospital Corporation is successor to Jefferson Memorial Hospital, Inc.

Jefferson Memorial Hospital Corporation  
by:

Leslie L. Peters  
Leslie L. Peters, President

Jefferson Memorial Hospital Inc.  
by:

Lazzlo N. Tauber  
Lazzlo N. Tauber, President

Lazzlo N. Tauber  
Lazzlo N. Tauber, Trustee

Date July 1, 1975

MMRW 006489

J.APP. 3721

THIS LEASE, made as of this 11st day of July, 1977, by and between MARZLO M. TRUSEP, TRUSTEE, hereinafter referred to as the "Lessor", and JEFFERSON MEMORIAL HOSPITAL CORPORATION, a Delaware Corporation, hereinafter referred to as the "Lessee".

WITNESSETH: That in consideration of the mutual covenants, promises and agreements herein contained, the said parties hereto do hereby agree as follows:

FIRST: (a) The Lessor hereby leases to the Lessee and the Lessee hereby hires from the Lessor that part of the new building located at 4600 King Street, Alexandria, Virginia, as more specifically described on Schedule A which is attached hereto and made a part hereof. Said part of the building is hereinafter referred to as the "Leased Premises".

(b) The Lessor hereby leases to the Lessee not only the premises just described, but also all rights appurtenant thereto, including, but not limited to, all rights in the areas of the building used in common with any and all other tenants of the building such as parking areas, storage spaces, hallways, elevator, stairwells and the like.

(c) This Lease shall be at the rental and upon the terms and conditions herein stated. The Original Lease Term shall be for a period of twenty (20) years and shall commence as of the date that the leased premises become ready for Lessee to install Lessor's equipment. If the Lessee duly remains the lessee of the Leased Premises for the duration of the Original Lease Term, the Lessee shall have the option to renew this Lease for an additional period of twenty (20) years upon termination of the Original Lease Term. The aforesaid option of the Lessee shall

- 2 -

be on the same terms and conditions as are contained in the Lease, except as otherwise expressly provided herein, and the aforesaid option may be exercised by the Lessee only by giving written notice thereof to the Lessor at least eighteen (18) months prior to the expiration of the Lease Term. All references herein to the Lease Term shall include the Original Lease Term plus any additional term for an option duly exercised hereunder.

SECOND: (a) The Lessee does hereby agree to operate the Leased Premises only as a part of Jefferson Memorial Hospital and to pay the Lessor an Annual Rental for the twenty (20) years of the term, the sum of Eleven Thousand Seven Hundred Sixty Dollars (\$11,760.00), payable in advance in monthly installments of Nine Hundred Eighty Dollars (\$980.00) per month.

THIRD: The Lessee agrees that during the Lease Term and as part of its obligations under Article SECOND hereof, it will pay all charges for electricity, water, sewer, gas and telephone service used on the Leased Premises.

FOURTH: (a) The Lessee shall keep all property, real and personal, belonging to Lessor in good maintenance and repair, and further, shall replace any of such property which may become obsolete or unusable.

(b) In addition, the Lessee shall have the privilege of installing any air conditioning, furniture, fixtures and machinery and equipment necessary to the conduct of its business and the same shall remain the property of the Lessee, provided that Lessee maintains and replaces any such property as provided for in paragraph (a) above, and further provided such property is removed by the Lessee before the expiration of the Lease Term, and further provided that in the event any damage is



done to the Leased Premises in the removal of said air conditioning, furniture, fixtures or machinery and equipment, the Lessee will promptly reimburse the Lessor for the cost of such repairs as are necessary to restore the Leased Premises to their condition at the commencement of this Lease. In the event of failure or the Lessee to remove said air conditioning, furniture, fixtures or machinery and equipment from the Leased Premises before expiration of this Lease (or any extension thereof) as provided for above, it is agreed that the Lessee is abandoning said air conditioning, furniture, fixtures or machinery and equipment and such property shall become the property of the Lessor, who shall have the right to use, remove or dispose of said air conditioning, furniture, fixtures and machinery and equipment, all at the expense, if any, to the Lessee.

FIFTH: (a) During the Lease Term the Lessee will, at its own expense, make all repairs and replacements necessary to keep the Leased Premises and the plumbing, heating, electrical and other equipment thereof, in good repair and in proper sanitary condition. At the expiration or termination of the Lease (or any extension thereof) the Lessee shall leave the Leased Premises in good condition, allowance being made for ordinary wear and tear and damage by fire, or by the elements, or by tornado, or by act of God or by public enemy being excepted.

(b) The Lessor reserves the right to enter upon the Leased Premises at any time during reasonable and usual business hours to inspect the same; and, in the case of emergency, the Lessor may enter upon the Leased Premises at any time to protect and preserve the Leased Premises or people thereon. The Lessee agrees that it will indemnify and save the Lessor harmless

from any and all liability, damage expense, cause of action, suits, claims or judgments arising from injury to person or property on the Leased Premises, or upon the adjoining sidewalks, or parking lot, which arise out of the act, failure to act, or negligence of the Lessee, its agents or employees. In order to assure such indemnity, the Lessee agrees to carry and keep in full force and effect at all times during the Lease Term, for the protection of the Lessor and Lessee herein, public liability insurance with limits of \$500,000/1,000,000 and fire and extended coverage on the Leased Premises, with a good and responsible insurance company, and to deliver to the Lessor a copy of said policies or certificates showing the same to be in force and effect. The Lessee covenants and agrees to carry adequate insurance on all plate glass in the Leased Premises and to cause said plate glass to be replaced if broken. In the event the Lessee shall fail to keep in force and maintain any of such policies of public liability, fire and extended coverage on the Leased Premises, and plate glass insurance, the Lessor shall have the privilege, at its option, to obtain such policies of insurance and to pay the premiums thereon, and the amount so paid, with interest thereon at the highest legal rate, shall, at the option of the Lessor, be added to the next installment of the Annual Rental payable under the provisions of this Lease.

✓  
SIXTH: The Lessee may not sublet the Leased Premises or any portion thereof.

SEVENTH: The Lessee covenants and agrees to use the Leased Premises for the conduct and operation of a hospital center and will use said premises for no other purpose whatsoever without the prior written consent of the Lessor.

**EIGHTH:** The Lessee covenants and agrees not to make any structural alterations or changes to any part of the Leased Premises.

**NINTH:** Lessee shall, at Lessee's sole cost and expense, comply with all of the requirements of all municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal ordinances and state and federal statutes now in force or which may hereafter be in force.

**TENTH:** The Lessee agrees that this Lease shall be subject and subordinate to the lien of any bona fide mortgages or deeds of trust that may now or at any time hereafter be placed against the Leased Premises by the Lessor to secure money borrowed from any insurance company or recognized financial institution. The Lessee further agrees, at any time hereafter, on demand, to execute any instrument, releases or other documents that may be required by the Lessor for the purpose of subjecting and subordinating this Lease to the lien of any first mortgage or deed of trust, whether original or substituted.

**ELEVENTH:** The Lessee agrees that it will keep the Leased Premises free of trash and dirt accumulations and shall furnish adequate and proper receptacles for trash and garbage, and shall remove trash, snow and ice.

**TWELFTH:** (a) If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part, Lessor shall, at his own expense, cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Lessor

shall at his own expense cause the damage to be repaired, and the rent meanwhile shall be abated proportionately as to the portion of the premises rendered untenable. If the premises shall be rendered wholly untenable by reason of such occurrence, the Lessor shall at his own expense cause such damage to be repaired, and the base rent meanwhile shall abate until the Leased Premises have been restored and rendered tenantable, or Lessor may at his election, terminate this Lease and the tenancy hereby created by giving to Lessee within the sixty (60) days following the date of said occurrence, written notice of Lessor's election so to do and in the event of such termination, rent shall be adjusted as of such date. Nothing in this Section shall be construed to permit the abatement in whole or in part of the additional rent.

(b) In the event that fifty percent (50%) or more of the rentable area of the building shall be damaged or destroyed by fire or other cause, notwithstanding that the Leased Premises may be unaffected by such fire or other cause, Lessor may terminate this Lease and the tenancy hereby created by giving to Lessee five (5) days prior written notice of Lessor's election so to do, which notice shall be given, if at all, within the sixty (60) days following the date of said occurrence. Rent shall be adjusted as of the date of such termination.

(c) If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Lessee shall have no claim against Lessor or the condemning authority for the value of any unexpired term of this Lease.

(d) If any part of the Leased Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Lessee, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding. Lessee shall have no claim against Lessor or the condemning authority for the value of any unexpired term of this Lease, and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the Lessee, then Lessor shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation, less the portion lost in the taking, and this Lease shall continue in full force and effect without any reduction or abatement of rent.

(e) If the whole of the common areas in the building shall be acquired or condemned as aforesaid, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding. If any part of the common area in the building shall be acquired or condemned as aforesaid, and if, as the result thereof, the Leased Premises are rendered untenable, then the term of this Lease shall cease and terminate upon the vesting of title in such proceeding, unless the Lessor shall take immediate steps toward providing necessary common areas which would make the Leased Premises tenable. In the event of termination of this Lease as aforesaid, Lessee shall have no claim against Lessor or the condemning authority for the value of any unexpired term of this Lease, and rent shall be adjusted to the date of said termination.

(f) In the event of any condemnation or taking as aforesaid, whether whole or partial, the Lessee shall not be entitled to any part of the award paid for such condemnation, and Lessor is to receive the full amount of such award, the Lessee hereby expressly waiving any right or claim to any part thereof.

(g) Although all damages in the event of any condemnation are to belong to the Lessor, whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's business by reason of the condemnation, and for or on account of any cost or loss to which Lessee might be put in removing its furniture, fixtures, leasehold improvements and equipment.

THIRTEENTH: (a) In the event of any failure of Lessee to pay any rental due hereunder within five (5) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Lessee for more than ten (10) days after written notice of such default shall have been given to Lessee, or if Lessee shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Lessee in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Lessee shall abandon said premises, or suffer

this Lease to be taken under any writ of execution, then Lessor, besides other rights or remedies he may have, shall have the immediate right of re-entry, and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice, or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

(b) Should Lessor elect to re-enter, as herein provided, or should he take possession pursuant to legal proceedings or pursuant to any notice provided for by law, he may either terminate this Lease or he may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in his sole discretion may deem advisable; upon each such reletting, all rentals received by the Lessor from such reletting, shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs, third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any deficiency to Lessor. Such deficiency shall be

calculated and paid monthly. No such re-entry or taking possession of said premises by Lessor shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedies he may have, he may recover from Lessee all damages he may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

(c) In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Lessee to be kept or performed, and a breach shall be established, Lessee shall pay to Lessor all expenses incurred therefor, including a reasonable attorney's fee.

FOURTEENTH: Lessor or Lessor's agents shall have the right to enter the Leased Premises at all times to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable, and Lessor shall be allowed to take all material into and upon said premises that may be required therefor without the same constituting an



eviction of Lessee in whole or in part, and the rent reserved shall in no wise abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Lessee, or otherwise. If Lessee shall not be personally present to open and permit an entry into said premises at any time, when for any reason an entry therein shall be necessary or permissible, Lessor or his agents may forcibly enter the same, without rendering Lessor or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Lessor any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Leased Premises.

FIFTEENTH: Lessee shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Lessee.

SIXTEENTH: Lessor shall not be liable for any damage to property of Lessee or of others located on the Leased Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas electricity, water, rain or snow or leaks from any part of the Leased Premises and/or the building, or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature. Lessor shall not be liable for any such damage caused by other tenants or

persons in the Leased Premises and/or the building, or the public, or caused by operations in construction of any private, public or quasi-public work. Lessor shall not be liable for any latent defect in the Leased Premises or in the building of which they form a part, except for a period of one (1) year from the date Lessee takes possession of the Leased Premises. All property of Lessee kept or stored on the Leased Premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Lessor.

SEVENTEENTH: Lessee shall give immediate notice to Lessor in case of fire or accidents in the Leased Premises or in the building of which the premises are a part, of defects therein or in any fixtures or equipment.

EIGHTEENTH: All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties. No rights, however, shall inure to the benefit of any assignee of Lessee.

NINETEENTH: Upon payment by the Lessee of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor, subject, nevertheless, to the terms and conditions of this Lease.

TWENTIETH: Lessee understands and agrees that Lessee and all other tenants in the building shall share the cost of maintenance of the common areas and taxes. When called upon so to do, Lessee shall pay that portion of the sum set forth by Lessor to all tenants, equal to the product obtained by multiplying said sum by a fraction, the numerator of which shall be the square foot area of the Leased Premises and the denominator of which shall be the total square footage of rentable space in the building. Payment shall be made by Lessee to Lessor within ten (10) days from the date Lessor notifies Lessee of the sum due. A bill submitted by Lessor to Lessee shall be sufficient evidence of the amount of payment called upon to be made by Lessor.

TWENTY-FIRST: The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or conditions of this Lease shall be deemed to have been waived by Lessor, unless such waiver be in writing by Lessor.

TWENTY-SECOND: This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set

forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

TWENTY-THIRD: Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or joint adventurer or a member of a joint enterprise with Lessee.

IN WITNESS WHEREOF, LASZLO N. TAUBER, TRUSTEE, as Lessor, has hereunto set his hand and seal, and JEFFERSON MEMORIAL HOSPITAL CORPORATION, as Lessee, has caused its corporate name to be signed by its President and duly attested by its Secretary, and its corporate seal hereunto affixed.

Laszlo N. Tauber, Trustee (SEAL)  
Laszlo N. Tauber, Trustee

LESSOR

JEFFERSON MEMORIAL HOSPITAL CORPORATION

By: William H. Carter  
President

LESSEE

ATTEST:

Secretary

CORPORATE SEAL

AMENDMENT TO LEASE  
DATED JULY 1, 1975

THIS AMENDMENT OF LEASE made as of this 1st day of March, 1980, by and between Lazlo N. Tauber, Trustee, hereinafter referred to as the "Lessor", and Jefferson Memorial Hospital Corporation, a Delaware Corporation, hereinafter referred to as the "Lessee".

WHEREAS, the parties entered into an Agreement made as of the 1st day of July, 1975 for the lease of the hospital building located at 4600 King Street and the lands described on Schedule A attached to said lease; and

WHEREAS, the Lessee has desired to expand its physical plant by, among other things, expanding, renovating and updating its Intensive Care facilities and certain hospital rooms, and creating certain rooms for new purposes; and

WHEREAS, the cost of such expansion, renovation and updating have increased inordinately, and further the cost of financing the changes has (increased) likewise; and

WHEREAS, Lessor in his sole and absolute discretion would only agree to the changes if the rental called for in Paragraph Second(a) and (b) is changed and updated; and

WHEREAS, Lessee considers it mandatory to make the changes in order to stay abreast of changes in hospital care and administration and is agreeable to the amending of Paragraph Second (a) and (b) of the Lease Agreement dated July 1, 1975; now therefore,

WITNESSETH:

That for and in consideration of the mutual covenants, promises and agreements herein contained and of the covenants and agreements contained in the Deed of Lease dated July 1, 1975 the parties hereto do hereby agree as follows:

(1) Paragraph "SECOND" sub-paragraphs (a) and (b) of the Lease are deleted in their entirety, and the following is inserted in their place and stead:

"SECOND: (a) The Lessee does hereby agree to operate the leased premises only as a hospital center and to pay the Lessor an annual rental for the term of this lease computed as follows: Lessee shall pay an annual sum in equal monthly installments which is 12% of the appraised value of the hospital building for each such year, as determined by the City of Alexandria for real estate tax purposes.

(b) The parties understand that each such real estate tax appraisal figure may be made known in the middle of each year, and prior to such figure being known, the Lessee shall pay a monthly rental computed on the real estate tax appraisal figure for the prior year, and Lessee shall pay an additional sum or receive credit for an overpayment when the actual figure is made known by the City of Alexandria; provided, further that if the real estate tax appraisal is changed because of an appeal by the Lessee, as provided in Sub-section (e) of this paragraph then such rental shall be adjusted either upward or downward depending on the change made, if any, in the real estate tax appraisal for that particular year. Lessee shall pay such annual rental in equal monthly payments, in advance."

(2) Except as otherwise changed by this Amendment Agreement, the parties do hereby confirm and ratify all of the terms and conditions of the Lease Agreement dated July 1, 1975.

IN WITNESS WHEREOF the parties have set their hand and seal this day, month and year first above written.

Lazlo N. Tauber (SEAL)  
Lazlo N. Tauber, Trustee  
Lessor

Jefferson Memorial Hospital Corporation  
By: [Signature] (SEAL)  
President  
Lessee

ATTEST:

[Signature]  
Secretary/Executive Vice President for Medical Affairs

LEASE

THIS LEASE, made as of this 1st day of July, 1975, by and between LASZLO W. TAUBER, TRUSTEE, hereinafter referred to as the "Lessor", and JEFFERSON MEMORIAL HOSPITAL CORPORATION, a Delaware corporation hereinafter referred to as the "Lessee".

WITNESSETH:

That in consideration of the mutual covenants, promises and agreements herein contained, the said parties hereto do hereby agree as follows:

FIRST: (a) The Lessor hereby leases to the Lessee and the Lessee hereby hires from the Lessor, the hospital building located at 4600 King Street, Alexandria, Virginia, and land more specifically described on Schedule A which is attached hereto and made a part hereof. Said hospital building and land is hereinafter referred to as the "Leased Premises".

(b) The Lessor hereby leases to the Lessee not only the premises just described, but also all rights appurtenant thereto, including all right and interest, if any, of the Lessor, in and to the land lying in the streets and sidewalks adjoining said premises, to the center line of such streets and including easements and rights in respect of all adjoining public space, including vault space, it being intended hereby that all rights of the Lessor in respect of the Leased Premises or rights relating to the Leased Premises are hereby granted to

the Lessee during the Lease Term, but subject to all requirements and limitations, from time to time, of governmental authorities, it being understood that if governmental authorities terminate or restrict any rights to use areas described in paragraph (a) above which extend beyond the premises described in said paragraph (a), the Lessor shall have no liability to the Lessee by reason thereof and that the Lessee will pay all charges with respect thereto.

(c) This Lease shall be at the rental and upon the terms and conditions herein stated. The Original Lease Term shall be for a period of twenty (20) years and shall commence as of July 1, 1975. If the Lessee duly remains the lessee of the Leased Premises for the duration of the Original Lease Term, the Lessee shall have the option to renew this Lease for an additional period of twenty (20) years upon termination of the Original Lease Term. The aforesaid option of the Lessee shall be on the same terms and conditions as are contained in the Lease, except as otherwise expressly provided herein, and the aforesaid option may be exercised by the Lessee only by giving written notice thereof to the Lessor at least eighteen (18) months prior to the expiration of the Lease Term. All references herein to the Lease Term shall include the Original Lease Term plus any additional term for an option duly exercised hereunder.

SECOND: (a) The Lessee does hereby agree to operate the Leased Premises only as a hospital center and to pay the Lessor an Annual Rental for the first ten (10) years of the term, the sum of One Hundred Twelve Thousand Dollars (\$112,000.00) per year, and for the second ten (10) years of the term, the sum of Sixty Thousand Dollars (\$60,000.00) per year.



(b) If Lessor expands the physical plant at the request of the Lessee, as provided in paragraph "Eighth (c)", Lessor shall inform Lessee of Lessor's total cost of such expansion (of any kind or nature), and Lessee shall, as of the first of the succeeding month, commence to pay to Lessor, as "additional annual rental" an annual sum equal to twelve percent (12%) of Lessor's total cost in monthly installments.

(c) The parties understand and agree that this is a net net lease, and as part of the consideration for this Lease and as additional rent and subject to all of the provisions hereof, the Lessee covenants and agrees, commencing as of July 1, 1975, and at all times during the Lease Term, at the Lessee's own cost and expense, to pay, as the same become due and payable and before any fine, penalty, interest or other charge which may be added thereto for the nonpayment thereof, all taxes, license and permit fees, charges for public utilities of any kind, and obligations for any and all other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including, but not limited to, assessments for sidewalks, streets, sewers, water, or any other public improvements, and any other improvements or benefits which shall, during the Lease Term, be made, assessed, levied, or imposed upon, or become due and payable in connection with, or a lien upon, the Leased Premises, or any part thereof, or improvements thereon, or upon this Lease (all of such items being herein referred to as an "Imposition"), except that any such amounts properly allocable to periods before or after the Lease Term shall not be payable by the Lessee and shall be equitably apportioned between the Lessor and the

Lessee. The Lessor agrees promptly to send to the Lessee copies of any notices in respect of any such Imposition. The Lessee covenants to furnish to the Lessor, upon specific request in each instance, official receipts of the proper taxing or other governmental authorities or other proof satisfactory to the Lessor, evidencing the full payment of any and all such Imposition. If, by law, any Imposition may be paid, at the option of the taxpayer, in installments (whether or not interest accrues thereon) the Lessee may pay the same in installments.

(d) The provisions of this Lease shall not be deemed to require the Lessee to pay any tax on the rental paid to the Lessor, or any inheritance, estate, succession or transfer taxes under any existing or future laws of the United States of America, or of any other country, or of any jurisdiction therein, that may be payable by reason of the devolution by descent or testamentary provision of the Lessor's estate in the Leased Premises, and the Lessee shall not be required to pay any income, gift or capital levy or excess profits tax that may be payable by the Lessor under any existing or future tax law of the United States or of any jurisdiction therein.

(e) The Lessee shall have the right, if the Lessee disputes the amount or validity of any Imposition upon the Leased Premises and improvements thereon (whether in respect of the amount of tax assessment or otherwise) to contest and defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid the same; provided, however, that such contest shall be prosecuted to a final conclusion as speedily as is reasonably possible. Any rebate made on account of any Imposition paid by the Lessee, shall belong and be paid to the Lessee. The Lessor agrees to render to the Lessee all reasonable assistance, at no expense to the Lessor, in

contesting the validity or amount of any Imposition, including joining in the execution of any documents, or the signing of any protests or pleadings, which the Lessee may file. During any such contest, the Lessee shall (by payment of such disputed Imposition, if necessary) prevent any foreclosure of, or any divesting thereby, of the Lessor's interest in or to the Leased Premises, and will further (by the payment of such disputed Imposition, if necessary) prevent the public sale or enforcement of any lien for any such Imposition.

THIRD: The Lessee agrees that during the Lease Term and as part of its obligations under Article SECOND hereof, it will pay all charges for electricity, water, sewer, gas and telephone service used on the Leased Premises.

FOURTH: (a) The Lessee shall keep all property, real and personal, belonging to Lessor in good maintenance and repair, and further, shall replace any of such property which may become obsolete or unusable.

(b) In addition, the Lessee shall have the privilege of installing any air conditioning, furniture, fixtures and machinery and equipment necessary to the conduct of its business and the same shall remain the property of the Lessee, provided that Lessee maintains and replaces any such property as provided for in paragraph (a) above, and further provided such property is removed by the Lessee before the expiration of the Lease Term, and further provided that in the event any damage is done to the Leased Premises in the removal of said air conditioning, furniture, fixtures or machinery and equipment, the Lessee will promptly reimburse the Lessor for the cost of such repairs as are necessary to restore the Leased Premises to their condition at the commencement of this Lease. In the event of failure of the Lessee

to remove said air conditioning, furniture, fixtures, or machinery and equipment from the Leased Premises before expiration of this Lease (or any extension thereof) as provided for above, it is agreed that the Lessee is abandoning said air conditioning, furniture, fixtures, or machinery and equipment and such property shall become the property of the Lessor, who shall have the right to use, remove or dispose of said air conditioning, furniture, fixtures and machinery and equipment, all at the expense, if any, to the Lessee.

FIFTH: (4) During the Lease Term the Lessee will, at its own expense, make all repairs and replacements necessary to keep the Leased Premises and the plumbing, heating, electrical and other equipment thereof, in good repair and in proper sanitary condition, including repairs to the roof and exterior walls of the Leased Premises. At the expiration or termination of the Lease (or any extension thereof) the Lessee shall leave the Leased Premises in good condition, allowance being made for ordinary wear and tear and damage by fire, or by the elements, or by tornado, or by act of God or by public enemy being excepted.

(5) The Lessor reserves the right to enter upon the Leased Premises at any time during reasonable and usual business hours to inspect the same; and, in the case of emergency, the Lessor may enter upon the Leased Premises at any time to protect and preserve the Leased Premises or people thereon. The Lessee agrees that it will indemnify and save the Lessor harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person or property on the Leased Premises, or upon the adjoining sidewalks, or

parking lot, which arise out of the act, failure to act, or negligence of the Lessee, its agents or employees. In order to assure such indemnity, the Lessee agrees to carry and keep in full force and effect, at all times during the Lease Term, for the protection of the Lessor and Lessee herein, public liability insurance with limits of \$500,000/1,000,000 and fire and extended coverage on the Leased Premises, with a good and responsible insurance company, and to deliver to the Lessor a copy of said policies or certificates showing the same to be in force and effect. The Lessee covenants and agrees to carry adequate insurance on all plate glass in the Leased Premises and to cause said plate glass to be replaced if broken. In the event the Lessee shall fail to keep in force and maintain any of such policies of public liability, fire and extended coverage on the Leased Premises, and plate glass insurance, the Lessor shall have the privilege, at its option, to obtain such policies of insurance and to pay the premiums thereon, and the amount so paid, with interest thereon at the highest legal rate, shall, at the option of the Lessor, be added to the next installment of the Annual Rental payable under the provisions of this Lease.

SIXTH: The Lessee may not sublet the Leased Premises, or any portion thereof, without the written consent of the Lessor.

SEVENTH: The Lessee covenants and agrees to use the Leased Premises for the conduct and operation of a hospital center and will use said premises for no other purpose whatsoever without the prior written consent of the Lessor.

EIGHTH: (a) The Lessee covenants and agrees not to make any structural alterations or changes to any part of the Leased Premises without first having obtained the written consent of the Lessor.

(b) Any request for consent, other than provided for in section (a) hereof, to make any structural alterations or changes addressed to the Lessor shall be accompanied by plans and a letter from the Lessee stating in detail precisely what is to be done. The Lessee agrees that in making any such additions, improvements, alterations and/or installations in or to said premises, which shall be made at Lessee's sole cost and expense, it will comply with the building codes, regulations and laws now or hereafter to be made or enforced in the municipality in which the Leased Premises are located and which pertain to such work; it being further agreed that any additions, improvements, alterations and/or installations made by the Lessee (except only movable store and office furniture and fixtures) shall become and remain a part of the Leased Premises and be and remain the property of the Lessor upon the termination of this Lease (or any extension thereof) or the Lessee's occupancy of the Leased Premises; provided, however, that if the Lessor gives written notice to the Lessee at the expiration or prior termination of this Lease to such effect, he may require the Lessee to restore the Leased Premises to its condition at the commencement of this Lease. The Lessee agrees that it will save harmless the Lessor from and against all expenses, including additional real estate taxes, liens, claims or damages to either property or person which may or might arise by reason of the making of any such additions, improvements, alterations and/or installations.

(c) If Lessee desires to expand the physical plant, Lessee shall submit its proposal to Lessor, and if, in Lessor's sole and absolute discretion, such proposal is economically feasible, Lessor will do such expansion at Lessor's cost and expense.

NINTH: The Lessee covenants that it will, at its own cost, promptly comply with and carry out all orders, requirements or conditions now or hereafter imposed upon it by the ordinances, laws and/or regulations of the government of the City of Alexandria and the Commonwealth of Virginia, in which the Leased Premises are located, or of any of its various departments during the Lease Term, whether such orders, requirements or conditions are required of the Lessor or otherwise, to be done or performed during the Lease Term insofar as they are occasioned by or required in the conduct of the business of the Lessee, and the Lessee will indemnify and save harmless the Lessor from all penalties, claims and demands resulting from Lessee's failure or negligence in this respect.

TENTH: The Lessee agrees that this Lease shall be subject and subordinate to the lien of any bona fide mortgages or deeds of trust that may now or at any time hereafter be placed against the Leased Premises by the Lessor to secure money borrowed from any insurance company or recognized financial institution. The Lessee further agrees, at any time hereafter, on demand, to execute any instrument, releases or other documents that may be required by the Lessor for the purpose of subjecting and subordinating this Lease to the lien of any first mortgage or deed of trust, whether original or substituted.

ELEVENTH: The Lessee agrees that it will keep the Leased Premises free of trash and dirt accumulations and shall furnish adequate and proper receptacles for trash and garbage, and shall remove trash, snow and ice.

bankruptcy and a receiver or trustee shall be appointed w/ an appropriate court of its property and assets where the Lessee has executed the legal remedies in opposing such receivership, or if the Lessee shall make an assignment or other conveyance in trust for the benefit of its creditors, or if the Lessee shall suffer or permit a final judgment or decree for the payment of money to be entered against it and execution to issue thereon and be levied upon its interest in this Lessor, and such execution and levy be not dismissed within ten (10) days after the date of such execution and levy, then, upon the happening of any such event, this Lease shall, at the option of the Lessor, cease and determine.

**REPAIRS:** In the case of fire, the Lessee shall give immediate notice thereof to the Lessor. If the Leased Premises shall be partially damaged by fire or other casualty, and the Lessee can reasonably carry on its business in the Leased Premises, the same shall be repaired or restored by the Lessor as its was immediately prior to such fire or other casualty, at the Lessor's expense, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims, and until the repairs shall be made the annual rent shall be reduced in proportion to the portion of the Leased Premises that are unusable. In the event, during the Original Lease Term, and while ten (10) or more years of such term remain, that any portion of the Leased Premises is rendered unusable by fire or other cause covered by insurance, the Lessor agrees to restore the same promptly in accordance with the provisions hereof; but in the event the Leased Premises are so damaged to the extent that seventy-five percent (75%) thereof (or more) is rendered unusable, and such damage occurs after the expiration of the Original Lease Term or during the final ten (10) years of such term, the Lessor, at its option,



may cancel and terminate this Lease upon notice to the Lessee at any time within sixty (60) days after the date of such damage, unless within ninety (90) days of the giving of such notice by the Lessor, the Lessee shall agree to a new lease of all terms heretofore for a term of forty (40) years beginning on the date of the restoration of the Leased Premises. In the event of damage to the Leased Premises by fire or other cause, the question of whether or not seventy-five percent (75%) of the remaining portion of the premises can reasonably be used shall be determined by agreement between the Lessor and the Lessee.

**FOURTEENTH:** (a) If the Lessee shall fail timely to pay the rent called for herein as aforesaid, or breaks or violates any of the within covenants, conditions or agreements, and if such breach be not corrected within ten (10) days after notice by the Lessor to the Lessee of the existence of such breach, then and in any of the said events, this Lease and all things herein contained shall, at the option of the Lessor, cease and determine and shall operate as a notice to quit, the thirty (30) days' written notice to quit being hereby expressly waived; and the Lessor may proceed to recover possession of the Leased Premises under and by virtue of the provisions of the Code of the City of Alexandria and the Commonwealth of Virginia, or by such legal process as may at the time be in operation and force in like cases relating to proceedings between lessors and lessees. And when such possession is obtained, Lessor may re-rent the Leased Premises at the risk and cost of the defaulting Lessee, whose default in so instance shall remove it of liability for the difference between the rent herein reserved and the rent actually received by Lessor during the term remaining after such default occurs.

(b) If a summons or other notice shall at any time be served upon the Lessee by the Lessor as aforesaid, and compromise or settlement shall be effected either before or after judgment or decree whereby the Lessee shall be allowed or permitted to retain possession of the Leased Premises, then said proceeding shall not constitute a waiver of any covenant or agreement herein contained, or this Lease itself, or of any subsequent breach or violation of any of its conditions, covenants or agreements.

FIFTEENTH: It is understood and agreed that all personal property, goods, wares, and merchandise in the Leased Premises shall be and remain at the Lessee's sole risk and the Lessor shall not be liable for any damage to or loss of such personal property, goods and merchandise arising from the bursting, overflowing or leaking of the roof or of water, sewer or steam pipes, or from heating or plumbing fixtures or from the handling of electric wire or fixtures or from any other cause whatsoever, unless said damages are caused through the negligence of the Lessor.

SIXTEENTH: Any notices required or given hereunder by the Lessor to the Lessee shall be deemed to have been given if mailed, postage prepaid, to Lessee addressed to the Leased Premises; and any notices required or given hereunder by the Lessee to the Lessor, shall be deemed to have been given if mailed, postage prepaid, to Lizzie N. Tauber, Trustee, 5300 Westbard Avenue, Bethesda, Maryland.

SEVENTEENTH: The terms, conditions and agreements herein contained shall be kept and performed by the respective parties

hereto and will be binding upon them and each of their successors and assigns, and no waiver of any breach of any agreement, condition or covenant herein contained shall be construed to be a waiver of the said condition, covenant or agreement itself or of any subsequent breach thereof or of this agreement.

EIGHTEENTH: Lessor agrees that if Lessor should desire to sell the Leased Property owned by Lessor during the term of this Lease, and provided that the Lessee is not in default of any of the terms and conditions of the Lease, Lessor will first offer that part of the Leased Property owned by Lessor to the Lessee at the same price and terms as Lessor would be willing to sell such property to any third party. Said offer shall be in writing and shall be mailed by Certified or Registered Mail to the Lessee at the address of the Property. The Lessee shall have thirty (30) days from the date of the offer to accept the offer, said acceptance to be in writing and mailed to the Lessor by Certified or Registered Mail, postmarked within said thirty day period, addressed to the Lessor at the Hospital Premises or such other address as the Lessor may from time to time give to the Lessee as an address for the sending of notices to the Lessor.

NINETEENTH: Either party to the Lease shall have the right of cancellation of the Lease upon six (6) months written notice of said termination and cancellation. In the event of such termination and cancellation by the Lessor, the Lessor shall be obligated to purchase all equipment on the Leased Property belonging to the Lessee at its book value, the payment of which purchase price shall be as full liquidated damages for such cancellation and termination. If the Lessee should cancel and terminate the Lease, Lessee shall be obligated to sell and Lessor shall have the right and option to buy any or all of the equipment.

on the Leased Property belonging to the Lessee at book value, the sale of such equipment being as full liquidated damages for such cancellation and termination. The book value of any or all of the equipment as aforesaid shall be as of the date of termination.

TWENTIETH: In the event that Lessee exercises the renewal option granted to it in paragraph "FIRST (c)", Lessor and Lessee shall each appoint an appraiser, and the two appraisers shall appoint a third appraiser and the three appraisers will appraise all of the property, both real and personal, which is the subject of the Lease. The appraised fair market value of the property arrived at by a majority of the appraisers shall be the appraised value of the property on which the new rental shall be determined, and the annual rental shall be twelve percent (12%) of such fair market value for the first ten (10) years of the renewal period. At the end of the first ten year renewal period, the Lessor and Lessee shall have all property again appraised as aforesaid and the annual rental shall be twelve percent (12%) of the new appraised fair market value of all of the property for the second ten year renewal period.

TWENTY-FIRST: Lessee understands and agrees that Lessor shall have the right to put additional buildings on the Leased Property and/or to add to the existing building for the Landlord's own purposes or for lease to third parties, provided however, that such additional use or uses shall not impede or conflict with the operation of the Hospital, and further, that there will be no additional expense or cost to the Lessee, including specifically, but not in limitation, the provision that if such use or uses in any way increases the real estate taxes which the Lessee is obligated to pay, then, and in that event,

the Lessor shall be obligated to pay such increase in real estate taxes as are attributable to the Lessor's use or uses and any such new building or additions to the existing building as are not used by the Lessee.

TWENTY-SECOND: If the Leased Premises or any part thereof shall be taken by any governmental or quasi-governmental authority pursuant to the power of eminent domain, the Lessee agrees to make no claim for compensation in the proceedings, and hereby assigns to the Lessor any rights which the Lessee may have to any portion of any award made as a result of such taking, and this Lease shall terminate as to the portion of the Leased Premises taken when title to that portion of the Leased Premises is taken by the condemning authority.

TWENTY-THIRD: The Lessor covenants and agrees that the Lessee, upon paying the rental herein reserved and performing the covenants on its part herein required to be performed shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Lease Term.

IN WITNESS WHEREOF, LASZLO N. TAUBER, TRUSTEE, as Lessor has hereunto set his hand and seal, and JEFFERSON MEMORIAL HOSPITAL CORPORATION, as Lessee, has caused its corporate name to be signed by its President and duly attested by its Secretary, and its corporate seal hereunto affixed.

X Laszlo N. Tauber (SEAL)  
Laszlo N. Tauber, Trustee

LESSOR

JEFFERSON MEMORIAL HOSPITAL CORPORATION

ATTEST:

By: Marie L. Peters  
President

X Marie L. Peters  
Secretary

LESSEE

CORPORATE SEAL