
**ARLINGTON COUNTY
ECONOMIC DEVELOPMENT INCENTIVE
GRANT AGREEMENT
(Medical Faculty Associates)**

This **ARLINGTON COUNTY ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT** (this “**Agreement**”) is made and entered this 1st day of July 2016 (the “**Effective Date**”), by and among the **COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA** (the “**County Board**”), a body corporate and politic of the Commonwealth of Virginia (the “**Commonwealth**”), the **INDUSTRIAL DEVELOPMENT AUTHORITY OF ARLINGTON COUNTY**, a political subdivision of the Commonwealth (the “**IDA**”), and **MEDICAL FACULTY ASSOCIATES, INC.**, a District of Columbia non-profit corporation that is authorized to transact business in the Commonwealth (“**GW MFA**”). Individually the County Board, GW MFA, and the IDA may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

RECITALS:

WHEREAS, GW MFA is the largest non-profit physician-led practice group in the Washington, D.C. metropolitan area with a mission of patient care, clinical research and teaching, and with more than 750 physicians that provide comprehensive patient care, offering one practice for the whole person with 52 medical and surgical specialties with active referring relationships with 12 area hospitals and complemented by a network of community-based practices in Virginia, Maryland, and the District of Columbia and the Dr. Cyrus and Myrtle Katzen Cancer Research Center, the George Washington Heart and Vascular Institute, and the George Washington Comprehensive Breast Care Center; and

WHEREAS, GW MFA desires to locate and continue its administrative and financial service operations in Arlington County, Virginia and has leased from Virginia Square Office Corporation, a Maryland corporation that is authorized to transact business in the Commonwealth (“**Virginia Square**”) approximately 49,000 square feet of office space at 3811 North Fairfax Drive in Arlington County, Virginia (the “**GW MFA Facility**”); and

WHEREAS, in order to incentivize and induce GW MFA to (i) lease the GW MFA Facility through at least June 30, 2021, (ii) create and Maintain one hundred sixty (160) New Jobs at the GW MFA Facility, and (iii) make, or cause Virginia Square to make on its behalf, a Capital Investment in the GW MFA Facility of approximately Two Million Four Hundred Thousand and 00/100 Dollar (\$2,400,000.00), the County Board has agreed, subject to appropriation and pursuant to the Industrial Development and Revenue Bond Act of the Code of Virginia of 1950, as amended, to allocate and provide up to Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) in certain economic development incentive general funds to the IDA for the benefit of GW MFA (“**EDI Grant**”), subject to the terms and conditions of this Agreement; and

WHEREAS, GW MFA has agreed to accept the EDI Grant from the IDA as an incentive to (i) lease the GW MFA Facility through at least June 30, 2021, (ii) create and Maintain one hundred sixty (160) New Jobs at the GW MFA Facility, and (iii) make, or cause Virginia Square to make on its behalf, a Capital Investment in the GW MFA Facility of approximately Two Million Four Hundred Thousand and 00/100 Dollar (\$2,400,000.00), pursuant and subject to the terms and conditions of this Agreement; and

WHEREAS, the County Board, the IDA and GW MFA desire to set forth their understanding and agreement as to the conditions, payout and use of the EDI Grant proceeds, and the obligations of each of the Parties hereto.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable considerations, mutual benefits, promises and undertakings of the Parties to this Agreement, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties covenant and agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have entered into this Agreement. Accordingly, the foregoing recitals are fully incorporated into this Agreement by this reference as if fully set forth herein.

2. **Specific.** In addition to any other capitalized term for which a meaning is expressly defined in this Agreement, each of the following terms shall have the meaning assigned to it, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders:

(a) ***“Capital Investment”*** means a capital expenditure on or after June 30, 2017, by or on behalf of GW MFA in taxable real property, taxable tangible personal property, or both, at the GW MFA Facility, excluding existing real property improvements.

“Capital Investment,” as referred to in this Agreement, is the expected capital expenditure of approximately Two Million Four Hundred Thousand and 00/100 Dollar (\$2,400,000.00) in furniture, fixtures, and machinery and equipment for the GW MFA Facility.

The purchase or lease of furniture, fixtures, and machinery and equipment, including under an operating lease, and expected tenant improvements and building up-fit by or on behalf of GW MFA, will qualify as Capital Investment.

(b) ***“Maintain”*** means that the permanent full-time New Jobs located at the GW MFA Facility will continue without interruption from the date of creation through June 30, 2021. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) strikes and (ii) other temporary work stoppages.

(c) **“New Job”** means new permanent full-time employment of an indefinite duration for which standard fringe benefits are provided by GW MFA for the employee, and for which GW MFA pays an average annual wage of at least Fifty Six Thousand Seven Hundred Fifty Seven and 00/100 Dollars (\$56,757.00), inclusive of the cost of employer paid fringe benefits, such as health insurance, pension, 401(k) contributions, vacation time, paid holidays, and car or meal allowances. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of GW MFA’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in Arlington County, Virginia, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. For purposes of this Agreement, multiple individuals may be counted as a single “full-time employee” if such individuals are sequentially employed, to evidence compliance with this standard.

3. GW MFA Covenants and Obligations.

(a) GW MFA covenants and agrees to locate, equip, operate, maintain and lease approximately 49,000 square feet of office space in the GW MFA Facility until June 30, 2021 (the **“Facility Lease Target”**).

(b) GW MFA covenants and agrees to create and Maintain the following New Jobs at the GW MFA Facility (the **“New Jobs Target”**):

(i) at least one-hundred forty (140) New Jobs at the GW MFA Facility as of June 30, 2017;

(ii) at least one-hundred fifty (150) New Jobs at the GW MFA Facility as of June 30, 2018;

(iii) at least one-hundred sixty (160) New Jobs at the GW MFA Facility as of June 30, 2019;

(iv) at least one-hundred sixty (160) New Jobs at the GW MFA Facility as of June 30, 2020;

(v) at least one-hundred sixty (160) New Jobs at the GW MFA Facility as of June 30, 2021;

(c) GW MFA covenants and agrees to make, or cause Virginia Square to make on its behalf, a Capital Investment in the GW MFA Facility of approximately Two Million Four Hundred Thousand and 00/100 Dollar (\$2,400,000.00) as of June 30, 2017.

(d) GW MFA covenants and agrees to use its reasonable best efforts to assist the Arlington County staff and the IDA from time-to-time in promoting Arlington County’s attributes as a place to do business.

(e) GW MFA covenants and agrees that the average annual wage of the New Jobs will be at least Fifty Six Thousand Seven Hundred Fifty Seven and 00/100 Dollars (\$56,757.00), inclusive of the cost of employer paid fringe benefits, such as health insurance, pension, 401(k) contributions, vacation time, paid holidays, and car or meal allowances, which is less than the prevailing average annual wage in Arlington County of Eighty-Three Thousand Seven Hundred Twenty and 00/100 Dollars (\$83,720.00).

4. **IDA Covenants and Obligations.** Upon receipt of the requisite moneys from the County Board to fund the EDI Grant payments to GW MFA, the IDA shall, subject to the Disbursement Conditions in Section 5 below, disburse the EDI Grant payments to GW MFA pursuant to Section 6 below. In the event the County Board fails to appropriate or transfer the requisite moneys to the IDA sufficient to fund the annual EDI Grant payments to GW MFA, the IDA shall not be responsible for disbursing any more moneys than it actually receives from the County Board to GW MFA.

5. **Disbursement Conditions.** Notwithstanding any other provision in this Agreement to the contrary, the obligations of the IDA to disburse all or a portion of an EDI Grant to GW MFA on the applicable EDI Grant Distribution Date listed in the Grant Distribution Schedule in Section 6 below are subject to and conditioned on the fulfillment of the following disbursement conditions (the “Disbursement Conditions”):

(a) **Receipt of Notarized Affidavit.** Beginning on or before July 15, 2017, and continuing each July 15th thereafter until and including July 15, 2021, the County Manager must have confirmed in writing to the IDA that GW MFA has provided the County Manager, or his designee, with a notarized affidavit (“Notarized Affidavit”), a *sample* of which is attached hereto as **Exhibit A**, declaring, among other things:

(i) The total number of New Jobs created and Maintained by GW MFA that are located at the GW MFA Facility as of the corresponding EDI Grant Confirmation Deadline for the proceeding EDI Grant Performance Period, listed in the Grant Conditions Milestone Schedule below;

(ii) The amount of square footage leased and occupied by GW MFA at the GW MFA Facility as of the corresponding EDI Grant Confirmation Deadline for the proceeding EDI Grant Performance Period, listed in the Grant Conditions Milestone Schedule below; and

(iii) Whether GW MFA has fulfilled the milestones listed in the following Grant Conditions Milestone Schedule as of the corresponding EDI Grant Confirmation Deadline for the proceeding EDI Grant Performance Period.

Grant Conditions Milestone Schedule

EDI Grant Confirmation Deadline	EDI Grant Performance Period	Total Number of New Jobs Created / Maintained By GW MFA at the GW MFA Facility as of the Confirmation Deadline	Total Square Footage Leased by GW MFA at the GW MFA Facility as of the Confirmation Deadline
6/30/2017	7/01/2016 – 6/30/17	140	49,000
6/30/2018	7/01/2017 – 6/30/18	150	49,000
6/30/2019	7/01/2018 – 6/30/19	160	49,000
6/30/2020	7/01/2019 – 6/30/20	160	49,000
6/30/2021	7/01/2020 – 6/30/21	160	49,000

(b) **Requisite Capital Investment.** On or before July 15, 2017, the County Manager must have confirmed in writing to the IDA that GW MFA has made, or had made on its behalf, a Capital Investment in the GW MFA Facility of approximately Two Million Four Hundred Thousand and 00/100 Dollar (\$2,400,000.00).

(c) **Payment of Taxes.** Beginning on or before July 15, 2017, and continuing each July 15th thereafter until and including July 15, 2021, the County Manager must have

confirmed in writing to the IDA that GW MFA has paid all applicable property, business, professional and occupational license taxes assessed to and then due and payable by GW MFA to Arlington County (if any).

(d) Appropriation and Transfer of Funds. The County Board must have appropriated and transferred moneys to the IDA that are sufficient to fund the disbursement of the EDI Grant. The IDA shall have no responsibility to transfer funds to GW MFA beyond such funds as are transferred by the County to the IDA.

6. Disbursement of EDI Grant.

(a) Upon GW MFA’s satisfaction of the Disbursement Conditions in Section 5 above, beginning on June 1, 2017, and continuing each June 1st thereafter until and including June 1, 2021 (the “**EDI Grant Distribution Date**”), the IDA shall disburse to GW MFA all or a portion of an annual Seventy Thousand and 00/100 Dollars (\$70,000.00) EDI Grant to GW MFA in accordance with the “Grant Distribution Schedule” and subject to the “Grant Distribution Terms” set forth below in this Section 6:

Grant Distribution Schedule

EDI Grant Confirmation Deadline	EDI Grant Distribution Date	EDI Grant Distribution Amount	Total New Jobs Created and Maintained at the GW MFA Facility	Total Square Feet Leased at the GW MFA Facility
6/30/2017	8/15/2017	Up to \$70,000.00	140	49,000
6/30/2018	8/15/2018	Up to \$70,000.00	150	49,000
6/30/2019	8/15/2019	Up to \$70,000.00	160	49,000
6/30/2020	8/15/2020	Up to \$70,000.00	160	49,000
6/30/2021	8/15/2021	Up to \$70,000.00	160	49,000

(b) Grant Distribution Terms.

(i) *Full Distribution of EDI Grant.*

A. New Jobs Target. If, as of the corresponding EDI Grant Confirmation Deadline, GW MFA has created and Maintained at least ninety percent (90%) of the Total New Jobs listed in the above Grant Distribution Schedule at the GW MFA Facility, then, on the corresponding EDI Grant Distribution Date, the IDA shall disburse an annual EDI Grant to GW MFA in the amount of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00).

B. Facility Lease Target. If, as of the corresponding EDI Grant Confirmation Deadline, GW MFA has leased at least ninety percent (90%) of the Square Feet listed in the above Grant Distribution Schedule at the GW MFA Facility, then, on the corresponding EDI Grant Distribution Date, the IDA shall disburse an annual EDI Grant to GW MFA in the amount of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00).

(ii) *Partial Distribution of EDI Grant.*

A. New Jobs Target. If, as of the corresponding EDI Grant Confirmation Deadline, GW MFA has created and Maintained between fifty percent (50%) and eighty-nine percent (89%) of the Total New Jobs listed in the above Grant Distribution Schedule at the GW MFA Facility, then, on the corresponding EDI Grant Distribution Date, the IDA shall disburse a partial EDI Grant to GW MFA for an amount equal to the actual percentage of Total New Jobs created and Maintained as of the corresponding EDI Grant Confirmation Deadline multiplied by Thirty-Five Thousand and 00/100 Dollars (\$35,000.00).

B. Facility Lease Target. If, as of the corresponding EDI Grant Confirmation Deadline, GW MFA has leased between fifty percent (50%) and eighty-nine percent (89%) of the Square Feet listed in the above Grant Distribution Schedule at the GW MFA Facility then, on the corresponding EDI Grant Distribution Date, the IDA shall disburse a partial EDI Grant to GW MFA for an amount equal to the actual percentage of square feet leased by GW MFA at the GW MFA Facility as of the corresponding EDI Grant Confirmation Deadline multiplied by Thirty-Five Thousand and 00/100 Dollars (\$35,000.00).

(iii) No Distribution of EDI Grant. If, as of the corresponding EDI Grant Confirmation Deadline, GW MFA has neither created and Maintained at least fifty percent (50%) of the Total New Jobs listed in the above Grant Distribution Schedule at the GW MFA Facility, nor leased at least fifty percent (50%) of the Square Feet listed in the above Grant Distribution Schedule at the GW MFA Facility, then on the corresponding EDI Grant Distribution Date, the IDA shall not disburse any portion of the annual EDI Grant to GW MFA.

7. Intentionally Omitted.

8. Miscellaneous Provisions.

(a) Notices, Demands, and Communications between the Parties. Formal notices, demands, and communications between the Parties shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (c) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (d) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the County: Arlington County
2100 Clarendon Boulevard, Suite 302
Arlington, Virginia 22201
Attn: Mark Schwartz, County Manager
Fax: (703) 228-3218
Email: MSchwartz@ArlingtonVA.US

With Copies to: Arlington County
Office of the County Attorney
2100 Clarendon Blvd, Suite 403

Arlington, Virginia 22201
Attn: Robert E. Dawson, Assistant County Attorney
Fax: (703) 228-7106
Email: RDawson@ArlingtonVA.US

Arlington County
Arlington Economic Development
1100 North Glebe Road, Suite 1500
Arlington, Virginia 22201
Attn: Victor L. Hoskins, Director
Fax: (703) 228-0805
Email: VHoskins@ArlingtonVA.US

To GW MFA: Medical Faculty Associates
2120 L Street, NW, Suite 600
Washington, DC 20037
Attn: General Counsel
Fax: (202) 741-2653
Email: nbpatel@mfa.gwu.edu

To the IDA: Industrial Development Authority of Arlington County
2100 Clarendon Blvd, Suite 501
Arlington, Virginia 22201
Attn: Jason Friess, Secretary/Treasurer
Fax: (703) 224-3401
Email: JFriess@arlingtonva.us

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

(b) Entire Agreement; Amendments. This Agreement constitutes the entire agreement among the Parties hereto as to the EDI Grant and may not be amended or modified, except in writing, signed by each of the Parties hereto. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. GW MFA may not assign its rights and obligations under this Agreement without the prior written consent of the County Board and the IDA.

(c) Governing Law; Venue. This Agreement is made, and is intended to be performed, in Arlington County, Virginia and shall be construed and enforced by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving

this Agreement shall lie in the Circuit Court of the County of Arlington, and such litigation shall be brought only in such court.

(d) No Third-Party Beneficiaries. No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

(e) Relationship of Parties. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the Parties and no relationship of partnership, joint venture, or other joint enterprise shall be deemed to be created hereby by and among the Parties pursuant to this Agreement.

(f) Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.

(g) Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement. Each of the capitalized terms expressly defined in this Agreement shall be applicable equally to the singular and the plural forms of such terms and to all genders.

(h) Language Construction. The language of each and all paragraphs, terms and/or provisions of this Agreement, shall in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any Party and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

(i) Determinations; Disbursements.

(i) Any determination by the County Manager of fulfillment or non-fulfillment of the terms of this Agreement by GW MFA shall be binding on the IDA. The IDA may request such determinations by the County Manager as necessary.

(ii) The IDA shall have no responsibility to disburse any funds to GW MFA beyond the amount the IDA has received from or on behalf of the County for the purpose.

(j) No Waiver of Sovereign Immunity by County or IDA. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement nor any action taken by the County Board or the IDA, pursuant to this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of Arlington County's or the IDA's respective elected and appointed officials, officers and employees.

(k) Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the County Board or the IDA shall be personally liable to GW MFA in the event of any default or breach by the County Board or for any amount which may become due to the GW MFA or its successors or assigns or on any obligation under the terms of this Agreement.

(l) Attorney's Fees. Attorney's fees shall be paid by the Party incurring such fees.

(m) Business Day Convention. If the date of any required action hereunder falls upon a weekend day, or a holiday when the New York Stock Exchange is not open for business, the required action may be deferred to the next occurring business day.

(n) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

[Signatures and acknowledgments appear on the following pages]

IN WITNESS WHEREOF, the County Board, the IDA, and GW MFA have each executed, or caused to be duly executed, this Economic Development Incentive Grant Agreement under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first written above.

Approved as to form:

**THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA**, a
body corporate and politic of the
Commonwealth of Virginia


Stephen A. MacIsaac, County Attorney

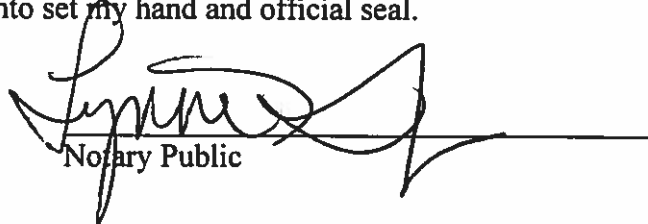
By: 
Mark Schwartz, County Manager

ACKNOWLEDGMENT

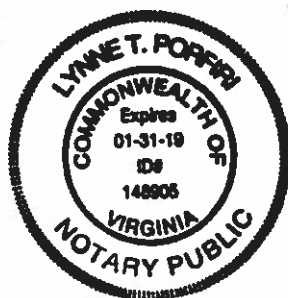
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

On this the 14th day of December, 2016, before me, personally appeared Mark Schwartz, who acknowledged himself to be the County Manager of Arlington County in the above instrument, and that he, as County Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the County Board of Arlington County, Virginia, a body corporate and politic of the Commonwealth of Virginia by himself as County Manager of Arlington County, Virginia

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires: 1/31/19



**INDUSTRIAL DEVELOPMENT
AUTHORITY OF ARLINGTON
COUNTY, VIRGINIA**, a political
subdivision of the Commonwealth of
Virginia

By: John A. Washington
Name: John A. Washington
Title: Chair

ACKNOWLEDGMENT

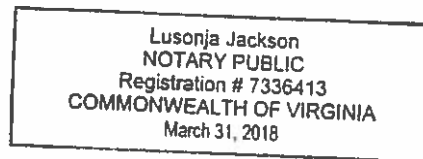
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

On this the 6th day of December, 2016, before me, personally appeared John A. Washington, who acknowledged himself to be the Chairman of the Industrial Development Authority of Arlington County, Virginia in the above instrument, and that he, as Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Industrial Development Authority of Arlington County, Virginia, a political subdivision of the Commonwealth of Virginia by himself as Chairman of the Industrial Development Authority of Arlington County, Virginia.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lusonja Jackson
Notary Public

My Commission Expires: 03/31/2018



MEDICAL FACULTY ASSOCIATES,
INC., a District of Columbia non-profit
corporation

By: *Pamela McClain*
Name: PAMELA McCLAIN
Title: COO

ACKNOWLEDGMENT

STATE OF District of Columbia
COUNTY OF Washington

On this the 7th day of November, 2016, before me, personally appeared PAMELA McCLAIN, who acknowledged himself to be the COO of Medical Faculty Associates, Inc. in the above instrument, and that he, as COO, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Medical Faculty Associates, Inc., a District of Columbia non-profit corporation by himself as COO of Medical Faculty Associates, Inc..

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Willie F. Dunn, Jr.
Notary Public

My Commission Expires: March 31, 2019

WILLIE F. DUNN, JR.
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires March 31, 2019

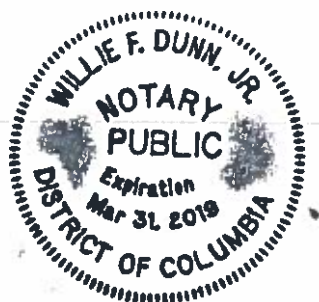


Exhibit A
Sample of the Required
NOTARIZED AFFIDAVIT

AFFIDAVIT
OF
[MEDICAL FACULTY ASSOCIATES, INC.]

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

Subscribed and sworn before me this ____ day of _____, 20__

The undersigned officer, on behalf of *Medical Faculty Associates, Inc.*, after first being duly sworn, appeared before the undersigned authority and affirmed the following facts under oath:

- (a) This Affidavit is being delivered pursuant to that certain Arlington County Economic Development Incentive Grant Agreement, dated _____, 2016, by and among the County Board of Arlington County, Virginia, the Industrial Development Authority of Arlington County, and Medical Faculty Associates, Inc. (the “**Grant Agreement**”). All actions required under Medical Faculty Associates, Inc.’s organizational documents and applicable governing law for the authorization, execution and delivery of this Affidavit have been duly taken (to the extent such actions are required) as of the date of execution and delivery of this Affidavit. The person signing this Affidavit on behalf of Medical Faculty Associates, Inc. has been duly authorized to do so.
- (b) During the current EDI Grant Performance Period, Medical Faculty Associates, Inc.:
- (i) Created or Maintained _____ (____) New Jobs (as defined in the Grant Agreement) at the GW MFA Facility (as defined in the Grant Agreement), and _____ (____) full-time employees are currently employe. The position title and salary (inclusive of costs of employer paid fringe benefits) for each New Job created or maintained and located at the GW MFA Facility are listed on Attachment 1 of this Affidavit;
 - (ii) Leased and occupied _____ (____) square feet at the GW MFA Facility (as defined in the Grant Agreement); and
 - (iii) Made (or caused to be made) Two Million Four Hundred Thousand and 00/100 Dollars (\$2,400,000.00) in capital investments in the GW MFA Facility (as defined in the Grant Agreement) on or before July 1, 2017; and
 - (iv) As of the current EDI Grant Confirmation Deadline, GW MFA [has / has not] fulfilled the milestones listed in the Grant Conditions Milestone Schedule in Section 5(a)(iii) of the Grant Agreement for the proceeding EDI Grant Performance Period.
- (c) Reference is made to the Grant Agreement for the meaning of all terms used but not defined in this Affidavit.

Exhibit A
Sample of the Required
NOTARIZED AFFIDAVIT

**MEDICAL FACULTY ASSOCIATES,
INC.**, a District of Columbia non-profit
corporation

By: _____
Name: _____
Title: _____

I, _____, a notary public, do hereby certify that _____, the
_____ of Medical Faculty Associates, Inc., the affiant whose name is subscribed to
the foregoing affidavit duly swore and made oath that the facts contained therein are true and
correct to the best of his/her information, knowledge and belief on behalf of Medical Faculty
Associates, Inc., before me in the said City/County of _____, Commonwealth of
Virginia, this _____ day of _____, 20_____

My commission expires:

Notary Public
Notary Registration No. _____

[*Reproducible Notarial Seal*]

