FIFTH AMENDMENT TO DEED OF LEASE

THIS FIFTH AMENDMENT TO DEED OF LEASE ("Fifth Amendment") is made this 20 day of 2014, by and among JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company ("Landlord"), as successor in interest to McLean Commercial Center Partners L.P. ("Original Landlord"), and DR. WENDY GARSON, an individual ("Garson"), DR. ROBERT JACOBS, an individual ("Jacobs"), and DR. DUC NGUYEN, an individual ("Nguyen"), jointly and severally (collectively, "Tenant"), as successors in interest to Garson and Jacobs.

WITNESSETH:

WHEREAS, by that certain Deed of Lease dated September 10, 1998 (the "Original Lease"), Original Landlord leased to Garson and Jacobs, and Garson and Jacobs leased from Original-Landlord, approximately 3,057 rentable square feet of space (the "Premises") known as Suite 300, on the third (3rd) floor of the building located at 6849 Old Dominion Drive, McLean, Virginia (the "Building"), upon the terms and conditions set forth in the Original Lease;

WHEREAS, by that certain First Amendment to Lease dated June 26, 2001 (the "First Amendment"), (i) Nguyen was added as a tenant under the Original Lease and (ii) Original Landlord and Tenant agreed to extend the Term of the Original Lease for an additional period of three (3) years, upon the terms and conditions more particularly set forth therein;

WHEREAS, by that certain Second Amendment to Deed of Lease dated June 30, 2004 (the "Second Amendment"), Original Landlord and Tenant agreed to extend the Term of the Original Lease, as amended, for an additional period of three (3) years, upon the terms and conditions more particularly set forth therein;

WHEREAS, by that certain Third Amendment to Deed of Lease dated October 15, 2007 (the "Third Amendment"), Original Landlord and Tenant agreed to extend the Term of the Original Lease, as amended, for an additional period of three (3) years, upon the terms and conditions more particularly set forth therein;

WHEREAS, all of the right, title and interest of Original Landlord in the Building was transferred to Landlord and all of the right, title and interest of Original Landlord in the Lease was assigned to Landlord;

WHEREAS, by that certain Fourth Amendment to Deed of Lease dated October 26, 2010 (the "Fourth Amendment"), Landlord and Tenant agreed to extend the Term of the Original Lease, as amended, for an additional period of three (3) years, upon the terms and conditions more particularly set forth therein;

WHEREAS, the Original Lease, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment are hereinafter collectively referred to as the "Lease";

WHEREAS, the Term of the Lease is scheduled to expire on September 30, 2013; and

WHEREAS, (i) Landlord and Tenant wish to extend the Term of the Lease for an additional period, (ii) Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, an additional eight hundred fifty-five (855) square feet of rentable area located on the third (3rd) floor of the Building (the "Expansion Space"), and (iii) Landlord and Tenant wish to otherwise amend the Lease as set forth in this Fifth Amendment, all of the foregoing being upon the terms and conditions herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

- 1. Capitalized terms used in this Fifth Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Lease.
- 2. The Term of the Lease is hereby extended for a period, (such period being hereinafter referred to as the "Fifth Extension Period"), which Fifth Extension Period shall commence on October 1, 2013 (the "Fifth Extension Period Commencement Date"), and which Fifth Extension Period and the Term of the Lease shall expire at 11:59 p.m. on the Expiration Date (as defined in Section 24.01 hereof), unless earlier terminated pursuant to the provisions of the Lease, as modified by the provisions of this Fifth Amendment, or pursuant to law.
- 3. Article VI of the Lease (captioned "Rent") is hereby amended by inserting therein a new Section 6.06, to read as follows:

"Section 6.06. Fifth Extension Period Base Rent. Notwithstanding the above, commencing on the Fifth Extension Period Commencement Date and continuing throughout the Fifth Extension Period, Tenant covenants and agrees to pay to Landlord Base Rent for the Premises in advance, without setoff, deduction or demand, on the first (1st) day of each calendar month during the Fifth Extension Period, in the following amounts (the 'Fifth Extension Period Base Rent'):

	Fifth		
	Extension	Fifth	Fifth
Fifth	Period	Extension	Extension
Extension	Base Rent	Period	Period
Period	Per Square	Base Rent	Monthly
<u>Lease Year</u>	Foot Per Annum	Per Annum	Base Rent
1	\$31.00	\$94,767.00	\$7 , 897.25
2	\$31.93	\$97,610.01	\$8,134.17
3	\$32.89	\$100,544.73	\$8,378.73
4	\$33.88	\$103,571.16	\$8,630.93
5	\$34.90	\$106,689.30	\$8,890.78
6	\$35.95	\$109,899.15	\$9,158.26
- 7	\$37.03	\$113,200.71	\$9,433.39
8	\$38.14	\$116,593.98	\$9,716.17

A 'Fifth Extension Period Lease Year' shall mean that period of twelve (12) consecutive months that commences on the Fifth Extension Period Commencement Date and each consecutive twelve (12) month period thereafter, except that the eighth Fifth Extension Period Lease Year shall end on the Expiration Date (as defined in Section 24.01 hereof). The earliest such twelve (12) month period shall be referred to as 'Fifth Extension Period Lease Year 1,' and the following Fifth Extension Period Lease Years shall be similarly numbered for identification purposes.

The Fifth Extension Period Base Rent shall be payable at the same times and in the same manner as set forth in the Lease for the payment of Base Rent.

Notwithstanding the foregoing, Landlord shall grant to Tenant a 'rent holiday' from the payment of the installments of Fifth Extension Period Monthly Base Rent for the first three (3) months

following the Expansion Space Commencement Date (as defined in Section 24.01) (the 'Fifth Extension Period Free Rent Period'). During such Fifth Extension Period Free Rent Period, the Fifth Extension Period Monthly Base Rent shall be abated (such rental abatement being hereinafter referred to as the 'Fifth Extension Period Free Rent Allowance'); provided, however, that (i) the Fifth Extension Period Free Rent Period and the granting of the Fifth Extension Period Free Rent Allowance as provided hereunder shall not affect the Fifth Extension Period Commencement Date, (ii) Tenant shall remain obligated during the Fifth Extension Period Free Rent Period to perform all of Tenant's obligations under this Lease except as expressly set forth above (including, but not limited to, the payment of all Additional Rent coming due under this Lease), and (iii) in the event of any termination of this Lease by Landlord based upon a Default hereunder by Tenant, the entire amount of Fifth Extension Period Base Rent which would have otherwise been due and payable hereunder during the Fifth Extension Period Free Rent Period in the absence of the Fifth Extension Period Free Rent Allowance shall immediately become due and payable and any remaining Fifth Extension Period Free Rent Allowance hereunder shall be of no force or effect."

- 4. Pursuant to Article IX of the Lease (captioned "Operating Costs"), Tenant shall continue to pay to Landlord Tenant's Pro Rata Share of the amount by which Operating Costs exceed Base Operating Costs throughout the Fifth Extension Period.
- 5. Section 9.03 of the Lease (captioned "Base Operating Costs"), as amended by Paragraph 5 of the Third Amendment, and as further amended by Paragraph 6 of the Fourth Amendment, is hereby amended with respect to all periods commencing on and after the Fifth Extension Period Commencement Date by deleting therefrom the language "calendar year 2011" and by inserting the language "calendar year 2014" in lieu thereof.
- 6. Tenant acknowledges that it has been in occupancy of the Premises prior to the Fifth Extension Period Commencement Date and Tenant accepts the Premises in its "as-is" condition as of the Fifth Extension Period Commencement Date.

7. The Leas is hereby amended by adding thereto a new Article XXIV, to r ad as follows:

"XXIV - XPANSION SPACE

Section 4.01. Term. Landlord hereby leases unto Ten nt, and Tenant hereby leases from Landlord approximately eight hundred fifty-five (855) sq are feet of rentable floor area (the 'Expansi n Space') located on the third (3rd) floor of the Building, which Expansion Space is hereby a reed to be that certain space which is shown on Exhibit A-2 attached hereto and made a part her of, for a term (the 'Expansion Space Term') c mmencing on the date on which Landlord notifies Tenant that Expansion Space Turnkey Work is 'subs antially complete,' as defined in Section 4.02 hereof (the 'Expansion Space Commence ent Date') and continuing through and includin 11:59 p.m. on the date which is the last day of the eighty-seventh (87th) full month followin the Expansion Space Commencement Date (the 'Ex iration Date'), unless earlier terminat d pursuant to the provisions of this Lease, a amended, or pursuant to law.

Section 4.02. Expansion Space Turnkey Work.

Landlord at Landlord's sole cost and expense, agrees to improve the Premises and the Expansion Space on a turnkey basis in Landlord's Building standard manner using Building standard material, and Landlord shall have the right to approve 11 items and costs related thereto (the 'Expansi n Space Turnkey Work'), in accordance with the Expansion Space Turnkey Plan attached hereto a Exhibit F and made a part hereof, it being ac eed that (i) Landlord shall not be obligat∈ to spend more than an amount equal to the prod ct of (a) Fifty-Five Dollars (\$55.00) multipli d by (b) the number of square feet of rentable area comprising the Premises and the Expansic Space for the Expansion Space Turnkey Work (th: 'Expansion Space Turnkey Cap'), and (ii) Ter nt shall be responsible for all costs of the Expassion Space Turnkey Work which are in excess c the Expansion Space Turnkey Cap.

The Expansion Space Turnkey Work shall be considered 'substantially complete' for all purposes of this Section 24.02. and this Lease if Landlord has substantially completed all of the Expansion Space Turnkey Work, except (a) punch list items and details of construction, decoration or adjustment which do not substantially interfere with Tenant's ability to occupy the Expansion Space, or to complete improvements to the Premises or to the Expansion Space to be made by Tenant, and/or (b) custom or specialty items requested by Tenant for the Expansion Space Turnkey Work and other items which cannot be completed until said custom or specialty items are delivered, or the Expansion Space Turnkey Work requiring use of such items is completed. Landlord shall have no obligation to make any other improvements in the Premises or the Expansion Space except as expressly set forth in this Section 24.02.

Section 24.03. Expansion Space Base Rent. In addition to the Base Rent for the Premises set forth in Section 6.06 hereof, as amended, commencing on the Expansion Space Commencement Date and continuing thereafter throughout the Expansion Space Term, Tenant covenants and agrees to pay to Landlord Base Rent for the Expansion Space in the following amounts (the 'Expansion Space Base Rent'):

Expansion Space Lease Year	Expansion Space Base Rent Per Square Foot Per Annum	Expansion Space Base Rent Per Annum	Expansion Space Monthly Base Rent
Expansion Space *			
Commencement Date -			
9/30/14	\$31.00	\$26,505.00	\$2,208.75
10/1/14 - 9/30/15	\$31.93	\$27,300.15	\$2,275.01
10/1/15 - 9/30/16	\$32.89	\$28,120.95	\$2,343.41
10/1/16 - 9/30/17	\$33.88	\$28,967.40	\$2,413.95
10/1/17 - 9/30/18	\$34.90	\$29,839.50	\$2,486.63
10/1/18 - 9/30/19	\$35.95	\$30,737.25	\$2,561.44
10/1/19 - 9/30/20	\$37.03	\$31,660.65	\$2,638.39
10/1/20 -			
Expiration Date	\$38.14	\$32,609.70	\$2,717.48

The Expansion Space Base Rent shall be payable at the same time and in the same manner as set forth herein for the payment of Base Rent.

Notwithstanding the foregoing, Landlore shall grant to Tenant a 'rent holiday' from the payment of the installments of Expansion Space Monthly Base Rent for the first three (3) months of the Expansion Space Term (the 'Expansion Space Free Rent Period'). During such Expansion ()ace Free Rent Period, the Expansion Space Monthly Base Rent shall be abated (such rental abatement being hereinafter referred to as the 'Expansion Space Free Rent Allowance'); provided, however, that (i) the Expansion Space Free Rent Period and the granting of the Expansion Space Free Rent Allowance as provided hereunder shall not affect the Expansion Space Commencement Date, (ii) Tenant shall remain obligated during tla Expansion Space Free Rent Period to perform all of Tenant's obligations under this Lease except as expressly set forth above (including, but not limited to, the payment of all Additional Rent coming due under this Lease), and (iii in the event of any termination of this Lease by Landlord based upon a Default hereunde: by Tenant, the entire amount of Expansion Space Base Rent which would have otherwise been die and payable hereunder during the Expansion Space Free Rent Period in the absence of the Expansion Space Free Rent Allowance shall immediately lecome due and payable and any remaining Expansio: Space Free Rent Allowance hereunder shall be of no force or effect.

Section 24.04. Additional Rent. In a dition to Tenant's Pro Rata Share of the amount) y which Operating Costs exceed Base Operating osts pursuant to Article 9 hereof, as amend d, commencing on the Expansion Space Comm notement Date, and continuing thereafter throug out the Expansion Space Term, Tenant shall pay to Landlord, as Additional Rent, Tenant's Expansion Space Pro Rata Share (as hereinafter d fined) of the amount by which Operating Costs ex eed Base Operating Costs for each calendar year during the Expansion Space Term. 'Tenant's Expan ion Space

Pro Rata Share' shall be a fraction, the numerator of which is the rentable area comprising the Expansion Space (855 on the Expansion Space Commencement Date) and the denominator of which is the Net Rentable Area of the Building (65,269 on the Expansion Space Commencement Date). For the calendar year during which the Expansion Space Term ends, Tenant's Expansion Space Pro Rata Share shall be prorated based upon the greater of (a) the number of days during such calendar year that this Lease is in effect, or (b) the number of days that Tenant actually occupies the Expansion Space or any portion thereof.

Notwithstanding anything to the contrary contained in this Lease, as amended, the Base Year for the purposes of calculating Tenant's Expansion Space Pro Rata Share of the amount by which Operating Costs exceed Base Operating Costs for each calendar year during the Expansion Space Term shall be the calendar year 2014.

Section 24.05. Part of Premises. Except as otherwise herein expressly provided, the Expansion Space shall be deemed a part of the Premises for all purposes of this Lease from and after the Expansion Space Commencement Date, such that both Landlord and Tenant shall have such respective rights and obligations with respect to the Expansion Space as apply to the remainder of the Premises from and after the Expansion Space Commencement Date."

- 8. Article XVI of the Lease (captioned "Assignment and Subletting") is hereby amended for all periods commencing on and after the Fifth Extension Period Commencement Date by adding therein new Sections 16.01. E., to read as follows:
 - "E. Notwithstanding anything to the contrary contained in this Section 16.01., if Landlord elects to terminate this Lease in connection with a proposed assignment pursuant Section 16.01.B., then Tenant shall have the right to nullify Landlord's termination by withdrawing its request for such assignment and Tenant's request for Landlord's consent by delivery of written notice to Landlord within ten

- (10) days after Landlord's notice of termination, time being of the essence, in which event this Lease shall continue in full force and effect, and Tenant shall be responsible for any administrative fees and Landlord's reasonable attorneys' fees actually incurred with respect to the proposed assignment, if any."
- 9. Simultaneously with the execution of this Fifth Amendment, Tenant shall deposit with Landlord an additional security deposit in the amount of One Thousand Four Hundred Forty-Five and 50/100 Dollars (\$1,445.50), which shall be treated as part of the Deposit pursuant to Article 7 of the Lease for all purposes, so that the Deposit shall thereupon be Ten Thousand One Hundred Seven Dollars (\$10,107.00).
- 10. Landlord and Tenant each represents and warrants to the other that neither of them has employed any broker in procuring or carrying on any negotiations relating to this Fifth Amendment. Landlord and Tenant shall indemnify and hold each other harmless from any costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, relating to the breach of the foregoing representation and warranty by the indemnifying party.
- 11. Except as expressly modified by this Fifth Amendment, all terms and provisions of the Lease shall remain in full force and effect.
- 12. Landlord and Tenant represent and warrant to each other that the person signing this Fifth Amendment on its behalf has the requisite authority and power to execute this Fifth Amendment and to thereby bind the party on whose behalf it is being signed.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Fifth Amendment to Deed of Lease as of the day and year first hereinabove written.

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LANDLORD:

JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company

By: JBG/Company Manager III, L.L.C., a Delaware/limited

liability company, Its Managing Member

Ву:

Name: Its:

Steve Bonacci

Authorized Signatory

WITNESS:

TENANT:

DR. WENDY GARSON, an individual, DR. ROBERT JACOBS, an individual, and DR. DUC NGUYEN, an individual, jointly and severally

By: Susan John

ADWLL

By: Suran Jobh

By: Susan Jobb

Dr. Werdy Garson, an individual

lade + Other

Dr. Robert Jacobs, an individual

3 My 6

Dr. Duc Nguyen, an individual

EXHIBIT A-2
PLAN SHOWING LOCATION OF EXPANSION SPACE

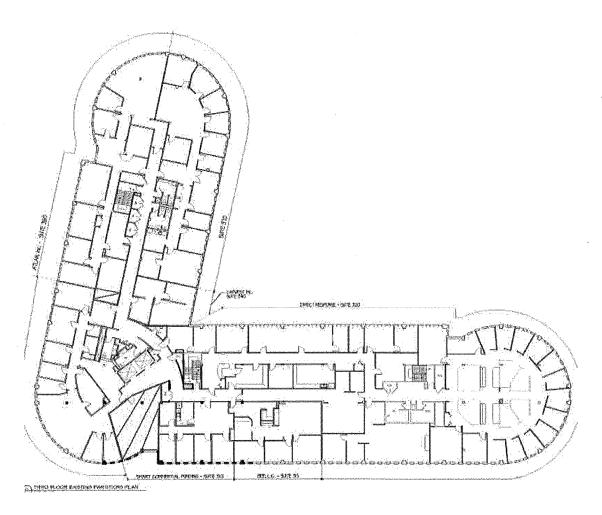


EXHIBIT C-2

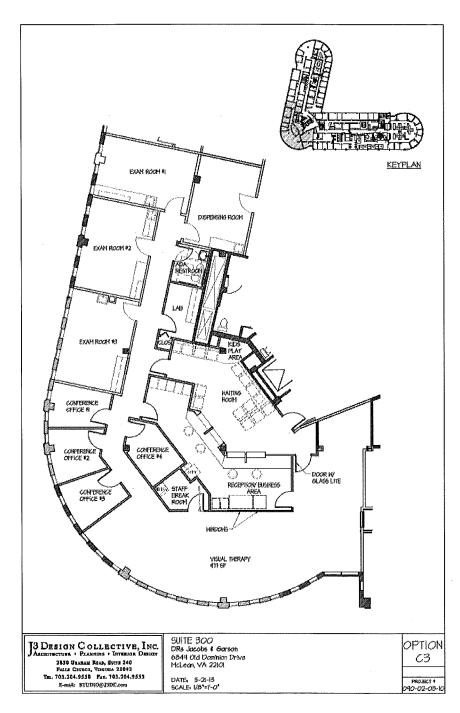
DECLARATION BY LANDLORD AND TENANT AS TO DATE OF DELIVERY AND ACCEPTANCE OF POSSESSION OF THE EXPANSION SPACE

THIS DECLARATION is hereby attached to a made a part of the Fifth Amendment to Deed of Lease (the "Fifth Amendment") dated the ____ day of _____, 2013 entered into by and between JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company ("Landlord") and DR. WENDY GARSON, an individual, DR. ROBERT JACOBS, an individual, and DR. DUC NGUYEN, an individual, jointly and severally (collectively, "Tenant"), which amends that certain Deed of Lease dated September 10, 1998, as amended, between the parties (the "Lease"). All terms used in this Declaration shall have the same meanings as they have in the Lease.

- (i) Landlord and Tenant do hereby declare that possession of the Expansion Space was accepted by Tenant on ______, 20___;
- (ii) As of the date hereof, the Lease is in full force and effect, and Landlord has fulfilled all of its obligations under the Lease required to be fulfilled by Landlord on or prior to said date;
- (iii) The Fifth Extension Period Commencement Date is October 1, 2013;
- (iv) The Expansion Space Commencement Date is _____; and
- (v) The Expiration Date of the Term is hereby established to be ______, unless the Term of the Lease is sooner terminated pursuant to any provision of the Lease or pursuant to law.

WITNESS:	LANDLORD:
	JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company
	By: JBG/Company Manager III, L.L.C., a Delaware limited liability company, Its Managing Member
Ву:	By: Name:
	Its:
WITNESS:	TENANT:
	DR. WENDY GARSON, an individual, DR. ROBERT JACOBS, an individual, and DR. DUC NGUYEN, an individual, jointly and severally
Ву:	
	Dr. Wendy Garson, an individual
Ву:	Dr. Robert Jacobs, an individual
By:	
	Dr Duc Nguyen an individual

EXHIBIT F
PLAN SHOWING EXPANSION SPACE TURNKEY PLAN



#22 IF IN MINITE CONTERIOR
#22 IF IN MILL CONTERIOR
#22 IF IN MILL CARRETS
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17-0" UP BASE CABINETS

17-0" UP WALL CABINETS

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COLOR. STANLESS STEEL ALLOWANCE SO DEVICES. PIGE-JABA PROVIDE TOLLET TIESEE DISPENSER AT ADA RESTROOM, BOBRICK ID-ZHO, PROVIDE 42", 36" & 116" GRAB BARS AT ADA RESTROOM, BOBRICK IS-BOXOM-ZIBBIDIS. PROVIDE PAPER TOREL & WASTE RECEPTIACLE IN ADA RESTROOM, HODEL BOBRICK IS-3803 ALLOHANGE SUITE 300 DRs Jacobs (Garson 6849 Old Dominion Drive McLean, VA 22101 JA DESIGN C OLLECTIVE, INC.

JARCHITECTURE • PLANNINO • INTREIOR DISION
2830 GRARM ROAD, SUITE 240
PALLE CRUCER, VIGNINA 22042
TRI. 703.204.9550 FAX. 703.204.9553 PRICING NOTES DATE: 02-05-13 SCALE: 1/8*=1'-0' E-mail: STIDIO@J3DC.com