## FOURTH AMENDMENT TO DEED OF LEASE

THIS FOURTH AMENDMENT TO DEED OF LEASE ("Fourth Amendment") is made this day of OCTOPEC, 2010, 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 (3<sup>rd</sup>) 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, the Original Lease, the First Amendment, the Second Amendment, and the Third Amendment are hereinafter collectively referred to as the "Lease";

WHEREAS, the Term of the Lease is scheduled to expire on September 30, 2010; and

WHEREAS, Landlord and Tenant wish to extend the Term of the Lease for an additional three (3) year period, upon the terms and conditions set forth in this Fourth Amendment, and to otherwise revise and modify the Lease accordingly, as more particularly set forth 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 Sixth 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 of three (3) years (such period being hereinafter referred to as the "Fourth Extension Period"), which Fourth Extension Period shall commence on October 1, 2010 (the "Fourth Extension Period Commencement Date"), and which Fourth Extension Period and the Term of the Lease shall expire at 11:59 p.m. on September 30, 2013 (the "Expiration Date"), unless earlier terminated pursuant to the provisions of the Lease, as modified by the provisions of this Fourth Amendment, or pursuant to law.
- 3. Article VI of the Lease (captioned "Rent") is hereby amended by inserting therein a new Section 6.05, to read as follows:

"Section 6.05. Fourth Extension Period Base Rent. Notwithstanding the above, commencing on the Fourth Extension Period Commencement Date and continuing throughout the Fourth 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 Fourth Extension Period, in the following amounts (the 'Fourth Extension Period Base Rent'):

Fourth Extension Period Lease Year	Fourth Extension Period Base Rent Per Square Foot Per Annum	Fourth Extension Period Base Rent Per Annum	Fourth Extension Period Monthly Base Rent
1	\$27.50	\$84,067.50	\$7,005.63
2	\$28.33	\$86,604.81	\$7,217.07
3	\$29.18	\$89,203.26	\$7,433.61

A 'Fourth Extension Period Lease Year' shall mean that period of twelve (12) consecutive months that commences on the Fourth Extension Period Commencement Date and each consecutive twelve (12) month period thereafter. The earliest such twelve (12) month period shall be referred to as 'Fourth Extension Period Lease Year 1,' and the following Fourth Extension Period Lease Years shall be similarly numbered for identification purposes.

The Fourth 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."

4. Tenant acknowledges that it has been in occupancy of the Premises prior to the Fourth Extension Period Commencement Date and Tenant accepts the Premises in its "as-is" condition as of the Fourth Extension Period Commencement Date. Notwithstanding the foregoing, Landlord shall make available for the performance of improvements to the Premises which are approved by Landlord in advance in writing pursuant to Section 10.01 of the Lease (the "Fourth Extension Period Tenant's Work") an allowance (the "Fourth Extension Period Tenant Allowance") in the amount of Eighteen Thousand Three Hundred Forty-Two Dollars (\$18,342.00), which is the product of (a) Six Dollars (\$6.00) multiplied by (b) the 3,057 rentable square feet comprising the Premises. Landlord shall pay the Fourth Extension Period Tenant Allowance to Tenant following

Tenant's completion of the Fourth Extension Period Tenant's Work and Landlord's receipt from Tenant of (a) invoices reasonably evidencing the work or services performed as the Fourth Extension Period Tenant's Work, (b) receipted bills or other evidence that the aforesaid invoices have been paid in full, and (c) waivers or releases of liens from each of Tenant's contractors, subcontractors and suppliers in connection with the work performed or materials supplied as evidenced by the aforesaid invoices; provided, however, that Tenant shall perform the Fourth Extension Period Tenant's Work prior to the first anniversary of the Fourth Extension Period Commencement Date and Tenant shall have no right to request any portion of the Fourth Extension Period Tenant Allowance after the first anniversary of the Fourth Extension Period Commencement Date. The Fourth Extension Period Tenant's Work shall include, but not be limited to, the cost of all permits and governmental inspections and all architectural and engineering fees related thereto. Tenant shall pay to Landlord a coordination fee in an amount equal to three percent (3%) of the cost of the Fourth Extension Period Tenant's Work and shall reimburse Landlord for all reasonable third party architectural and engineering fees incurred by landlord with respect to the Fourth Extension Period Tenant's Work, which shall be payable out of the Fourth Extension Period Tenant Allowance to the extent that the Fourth Extension Period Tenant Allowance is sufficient for that purpose, and any excess amount of which costs that are payable to Landlord shall be paid by Tenant to Landlord within thirty (30) days following Tenant's receipt of an invoice

therefor from Landlord. After completion of the Fourth Extension Period Tenant's Work, Tenant shall have the right to have any unused portion of the Fourth Extension Tenant Allowance, if any, credited towards the Fourth Extension Period Base Rent following at least thirty (30) days notice to Landlord; provided, however, that such unused portion is requested by Tenant prior to the first (1st) anniversary of the Fourth Extension Period Commencement Date.

Except as hereinabove provided, the Fourth Extension Period

Landlord's Work shall be deemed Alterations under the Lease and the

provisions of Article X of the Lease shall be applicable thereto.

- 5. 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 Fourth Extension Period.
- 6. Section 9.03 of the Lease (captioned "Base Operating Costs"), as amended by Paragraph 5 of the Third Amendment, is hereby amended with respect to all periods commencing on and after the Fourth Extension Period Commencement Date by deleting therefrom the language "the period beginning on the Commencement Date and ending on the first anniversary thereof" and by inserting the language "calendar year 2011" in lieu thereof.
- 7. Section 1.01.M. of the Lease (captioned "Landlord's Address for Notice") is hereby deleted in its entirety and the following new Section 1.01.M. is hereby inserted in lieu thereof:
  - "M. Landlord's Address for Notice:

JBG/Commercial Management, L.L.C. 4445 Willard Avenue

Suite 400
Chevy Chase, Maryland 20815
Attention: Executive Vice President Commercial Asset Management

with a copy to:

Greenstein DeLorme & Luchs, P.C. 1620 L Street, N.W. Suite 900 Washington, D.C. 20036 Attention: Abraham J. Greenstein, Esq."

8. Section 1.01.N. of the Lease (captioned "Landlord's Address for Payment") is hereby deleted in its entirety and the following new Section 1.01.N. is hereby inserted in lieu thereof:

"N. Landlord's Address for Payment:

JBG/Old Dominion Office, L.L.C. P.O. Box 822890 Philadelphia, PA 19182-2890"

- 9. 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 Fourth 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.
- 10. Except as expressly modified by this Fourth Amendment, all terms and provisions of the Lease shall remain in full force and effect.
- 11. Landlord and Tenant represent and warrant to each other that the person signing this Fourth Amendment on its behalf has the requisite authority and power to execute this Fourth Amendment and to thereby bind the party on whose behalf it is being signed.

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

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 hability

company,

Its Managing Member

Bv:

Kaing Meny

B√:

Name:

Steve Bonacci

Its:

Authorized Signatory

WITNESS:

## TENANT:

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

By: Lillis I) Jeran

Dr. Wendy Garson, an indivi

By: Ina In

Dr. Robert Jagdbs, an individual

By: Jou Jugnale

Dr/. Duc Nguyen, an individual