

FIRST AMENDMENT TO DEED OF LEASE

THIS FIRST AMENDMENT TO DEED OF LEASE ("First Amendment") is made this ~~11th~~^{12th} day of ~~November~~^{December}, 2012, by and between JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company ("Landlord"), as successor in interest to 6849 Partners, L.P. ("Original Landlord"), and PRO MOTION PHYSICAL THERAPY, LLC, a Virginia limited liability company ("Tenant").

W I T N E S S E T H:

WHEREAS, by that certain Deed of Lease dated September 1, 2007 (the "Lease"), Original Landlord leased to Tenant and Tenant leased from Original Landlord certain space comprising 3,848 square feet of rentable area known as Suites 219 and 221 (collectively, the "Original Premises") in the building located at 6849 Old Dominion Drive, McLean, Virginia (the "Building"), upon the terms and conditions set forth in the Original Lease;

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 Term of the Lease is scheduled to expire on October 31, 2012; and

WHEREAS, Landlord and Tenant wish to amend the Lease such that Tenant shall (i) surrender the Original Premises, (ii) relocate from the Original Premises to a different space in the Building comprising approximately 2,795 square feet of rentable area known as Suite 330 (the "New Premises") in the Building, and (iii) extend the Term of the Lease with respect to the New Premises for a period of approximately five (5) years and four (4) months, and to otherwise modify the terms and conditions of the Lease, 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 First Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. The Lease is hereby amended as follows:

A. Only as to the Original Premises, the Lease shall be terminated effective as of the date upon which Tenant vacates all of the Original Premises (the "Original Premises Termination Date"), which Original Premises Termination Date shall be 11:59 p.m. on the day following the date on which Landlord delivers possession of the New Premises to Tenant in the condition required by this First Amendment. Landlord shall provide Tenant with seven (7) days' prior notice (which notice may be given verbally) of the date which Landlord reasonably anticipates to be the date of delivery of the New Premises. Provided that Tenant vacates the Original Premises and surrenders possession thereof in accordance with the terms and conditions of this First Amendment and the Lease, Tenant shall not be required to pay to Landlord any Rent for the Original Premises which accrues after October 31, 2012.

B. As of the Original Premises Termination Date, Tenant shall vacate and surrender possession of the Original Premises to Landlord and shall relinquish all of the rights granted to it under the Lease with respect to the Original Premises, on its behalf and on behalf of any parties claiming through it, on or before the Original Premises Termination Date.

C. Notwithstanding anything to the contrary contained herein, if Tenant does not vacate the Original Premises on or before the Original Premises Termination Date, Tenant shall remain fully obligated for all Rent incurred under the terms of the Lease through the Vacate Date.

D. Tenant shall leave the Original Premises in "broom clean" condition, only ordinary wear and tear excepted, on or before the Original Premises Termination Date. Landlord shall have the right to dispose of any of Tenant's personal property of any type whatsoever which remains in the Original Premises after the Original Premises Termination Date in any manner it shall deem appropriate. Tenant hereby expressly waives all rights it may have with regard to such personalty and expressly authorizes Landlord to dispose of same in any manner deemed appropriate by Landlord, Tenant hereby waiving any and all rights it may have with regard to Landlord's compliance with any laws for the benefit of tenants or debtors, to the full extent that such rights may be waived by Tenant.

E. Tenant represents and warrants to Landlord that effective as of the Original Premises Termination Date, Tenant shall have paid for all improvements, work or services performed on or furnished to the Original Premises and hereby indemnifies and holds Landlord harmless against and from any and all claims, costs, expenses, liabilities and damages resulting from any

breach of the foregoing representation and warranty, including, without limitation, reasonable attorneys' fees and disbursements (including those incurred by Landlord in enforcing the indemnity). Effective as of the Original Premises Termination Date, Tenant shall have cancelled all contracts or agreements to which Tenant is a party for management, maintenance, or other services relating to the Original Premises.

3. The Lease is hereby amended by inserting therein the following new Articles XXIV, to read as follows:

"ARTICLE XXIV – NEW PREMISES

Section 24.01. Term. Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord, approximately 2,795 square feet of rentable floor area (the 'New Premises') located on the third (3rd) floor of the Building and known as Suite 330, which New Premises is hereby agreed to be that certain space which is shown on Exhibit A-2 attached hereto and made a part hereof, for a term (the 'New Premises Term') commencing on November 1, 2012 (the 'New Premises Commencement Date') and ending on the last day of the sixtieth (60th) month following the date on which Landlord delivers possession of the New Premises to Tenant in the condition required herein (the 'Lease Expiration Date'), unless earlier terminated pursuant to the provisions of this Lease or pursuant to law. Landlord hereby leases the New Premises to Tenant and Tenant hereby leases the New Premises from Landlord for the New Premises Term.

Section 24.02. Condition of New Premises. Landlord shall perform only such work and improvements in the New Premises as is described in, and in accordance with the terms and conditions set forth in, the Work Agreement attached hereto as Exhibit E and made a part hereof.

Section 24.03. New Premises Base Rent.

Commencing on the New Premises Commencement Date and continuing thereafter throughout the New Premises Term, Tenant covenants and agrees to pay to Landlord Base Rent for the New Premises (the

'New Premises Base Rent') in the following amounts:

New Premises Lease Year	Rate of New Premises Base Rent Per Square Foot Per Annum	Rate of New Premises Annual Base Rent	Rate of New Premises Monthly Base Rent
1*	\$34.00	\$95,030.00	\$7,919.17
2	\$35.02	\$97,880.90	\$8,156.74
3	\$36.07	\$100,815.65	\$8,401.30
4	\$37.15	\$103,834.25	\$8,652.85
5	\$38.26	\$106,936.70	\$8,911.39

(*More than a full
calendar year)

The first 'New Premises Lease Year' shall mean the period of time that commences on the New Premises Commencement Date (i.e., November 1, 2012) and that ends on the first anniversary of the date of delivery of possession of the New Premises to Tenant, and each successive New Premises Lease Year shall mean each consecutive twelve (12) month period thereafter. The earliest such time period shall be referred to as 'New Premises Lease Year 1,' and each of the following New Premises Lease Years shall be similarly numbered for identification purposes. The New Premises Base Rent shall be payable at the same times and in the same manner as set forth herein for the payment of Rent."

4. Subsection 1.01.H. of the Lease (captioned "Net rentable Area of the Premises") is hereby amended with respect to all periods commencing on and after the New Premises Commencement Date by deleting all of the language contained therein and inserting the following language in lieu thereof: "2,795 square feet of rentable area known as Suite 330 on the third (3rd) floor of the Building, as shown on Exhibit A-2 attached hereto and made a part hereof."

5. Subsection 1.01.J. of the Lease (captioned "Tenant's Pro Rata Share") is hereby amended with respect to all periods beginning on and after the New Premises Commencement Date by deleting therefrom the language "Five and eighty-three/100 percent (5.83%)" and inserting the language "Four and fifteen one-hundredths percent (4.15%)" in lieu thereof.

6. Subsection 9.03 of the Lease (captioned "Base Operating Costs") is hereby amended with respect to all periods beginning on and after the New Premises Commencement Date by deleting therefrom the language "calendar year 2007", and inserting in lieu thereof the language "calendar year 2013". Notwithstanding anything to the contrary in the Lease, Tenant's obligation to pay Tenant's Operating Costs Payment shall continue through October 31, 2012, and thereafter Tenant's obligation to pay such Tenant's Operating Costs Payment during the Term shall resume as of January 1, 2014, and shall continue thereafter throughout the New Premises Term.

7. Section 9.02 of the Lease (captioned "Operating Costs") is hereby amended with respect to all periods commencing on and after the New Premises Commencement Date by deleting therefrom the language "(e) All Taxes (as hereinafter defined)" and inserting in lieu thereof the language "(e) [intentionally omitted]", it being understood and agreed that Taxes shall no longer be a category of Operating Costs from and after the New Premises Commencement Date.

8. Section 9.02 of the Lease captioned ("Operating Costs") is hereby amended with respect to all periods commencing on and after the New Premises Commencement Date by deleting therefrom the entire second paragraph thereof in its entirety.

9. The Lease is hereby amended by adding a new Section 9.05 to the end thereof, to read as follows:

"9.05. To Cover Increased Taxes:

A. Definitions: As used herein, 'Taxes' shall mean (i) all taxes, assessments, and other governmental charges, applicable to or assessed against the Project or any portion thereof, or applicable to or assessed against Landlord's personal property used in connection therewith, whether Federal, state, county, or municipal and whether assessed by taxing districts or authorities presently taxing the Project or the operation thereof or by other taxing authorities subsequently created, or otherwise, and (ii) any reasonable expenses incurred by Landlord in contesting any taxes or the assessed valuation of all or any part of the Project. If at any time during the Term Landlord shall be required to pay any charge which is based upon rents from the Project, or the transactions represented by leases or the occupancy or use of the Project, such charges shall be deemed to be Taxes; provided, however, that any (i) franchise, corporation, income or net profits tax, unless substituted for real

estate taxes or imposed as additional charges in connection with the ownership of the Project, which may be assessed against Landlord or the Project or both, (ii) transfer taxes assessed against Landlord or the Project or both, and (iii) personal property taxes of Tenant or other tenants in the Project shall be excluded from Taxes.

As used herein, the term 'Increased Taxes' shall equal the amount by which Taxes incurred during a calendar year during the Term exceed the Taxes incurred during calendar year 2013.

B. Payment of Tenant's Pro Rata Share: In addition to all other Rent set forth herein, commencing on January 1, 2014, and continuing thereafter for each calendar year during the Term, Tenant shall pay to Landlord as Additional Rent an amount equal to Tenant's Pro Rata Share of Increased Taxes; provided, however, that for the calendar years during which the New Premises Term ends, Tenant's Pro Rata Share of Increased Taxes shall be prorated based upon the greater of: (i) the number of days during such calendar year that this Lease is in effect, or (ii) the number of days that Tenant actually occupies the Premises or any portion thereof.

C. Statements: Commencing with calendar year 2014 and continuing thereafter for each calendar year during the Lease Term, Landlord shall deliver to Tenant a statement estimating Tenant's Pro Rata Share of Increased Taxes for such calendar year, which Tenant shall pay in equal monthly installments in advance on the first day of each calendar month during each calendar year. Tenant shall continue to pay such estimated Tenant's Pro Rata Share of Increased Taxes until Tenant receives the next such statement from Landlord, at which time Tenant shall commence making monthly payments pursuant to Landlord's new statement. With the first payment of Additional Rent herein which is due at least fifteen (15) days after Tenant's receipt of a statement from Landlord specifying Tenant's Pro Rata Share of estimated Increased Taxes payable during the calendar year, Tenant shall pay the difference between Tenant's monthly share of such sums for the preceding months of the calendar year and the monthly installments which Tenant has actually paid for said preceding months.

D. Retroactive Adjustments: After the end of each calendar year, Landlord shall determine the actual Increased Taxes for such calendar year, Landlord shall calculate the foregoing sums and Landlord shall provide to

Tenant a statement of Tenant's Pro Rata Share of Increased Taxes for the calendar year. Within thirty (30) days after delivery of any such statement, Tenant shall pay to Landlord any deficiency between the amount shown as Tenant's Pro Rata Share of Increased Taxes for the calendar year and the estimated payments thereof made by Tenant. Tenant shall be credited with any excess estimated payments toward subsequent Rent payments by Tenant.

E. Change In or Contest of Taxes: In the event of any change by any taxing body in the period or manner in which any of the Taxes are levied, assessed or imposed, Landlord shall have the right, in its sole discretion, to make equitable adjustments with respect to computing increases in Taxes. Taxes which are being contested by Landlord shall be included in computing Tenant's Pro Rata Share of Increased Taxes under this Section 9.05, but if Tenant shall have paid Rent on account of contested Taxes and Landlord thereafter receives a refund of such taxes, Tenant shall receive a credit toward subsequent Rent payments in an amount equal to Tenant's proportionate share of such refund."

10. Subsection 3.01 of the Lease (captioned "Parking") is hereby amended with respect to all periods beginning on and after the New Premises Commencement Date by deleting therefrom the language "a total of twelve (12) spaces, of which three (3) shall be marked and reserved for Tenant's exclusive use" and inserting the following language in lieu thereof: "a total of nine (9) parking spaces, of which three (3) shall be marked and reserved for Tenant's exclusive use."

11. Subsection 1.01.M. of the Lease (captioned "Landlord's Address for Notice") is hereby amended by deleting all of the language contained therein and inserting the following language in lieu thereof:

"M. Landlord's Address for Notice:

JBG/Old Dominion Office, L.L.C.
c/o JBG/Commercial Management, L.L.C.
4445 Willard Avenue
Suite 400 Chevy Chase, MD 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."

12. Subsection 1.01.N. of the Lease (captioned "Landlord's Address for Payment") is hereby amended by deleting all of the language contained therein and inserting the following language in lieu thereof:

"N. Landlord's Address for Payment:

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

13. The Lease is hereby amended by inserting therein Exhibits A-2, C-1, E and E-1 attached hereto, which Exhibits A-2, C-1, E and E-1 are hereby incorporated into the Lease by reference and made a part hereof.

14. If requested by Landlord at any time during the New Premises Term, Tenant shall promptly execute a declaration in the form attached hereto as Exhibit C-1 and made a part hereof.

15. Landlord and Tenant each represent and warrant to the other that neither of them has employed any broker in procuring or carrying on any negotiations relating to this First Amendment. Landlord and Tenant shall indemnify and hold each other harmless from any costs, expenses and liabilities, including, without limitation, all court costs and reasonable attorneys' fees and expenses, relating to the breach of the foregoing representation and warranty by the indemnifying party.

16. Landlord and Tenant represent and warrant to each other that the person signing this First Amendment on its behalf has the requisite authority and power to execute this First Amendment and to thereby bind the party on whose behalf it is being signed.

17. Except as expressly amended and modified herein, all terms, conditions and provisions of the Lease shall remain unmodified and in full force and effect.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First 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 liability company, Its Managing Member

By: Atwell

By: [Signature]
Name: Steve Bonacci
Its: Authorized Signatory

WITNESS:

TENANT:

PRO MOTION PHYSICAL THERAPY, LLC, a Virginia limited liability company

By: [Signature]
Name: Puja Charaipotra
Its: co-owner Promotion PT

By: [Signature]
Name: Scott Warner
Its: Co Owner Pro Motion PT

EXHIBIT A-2

PLAN SHOWING LOCATION OF NEW PREMISES

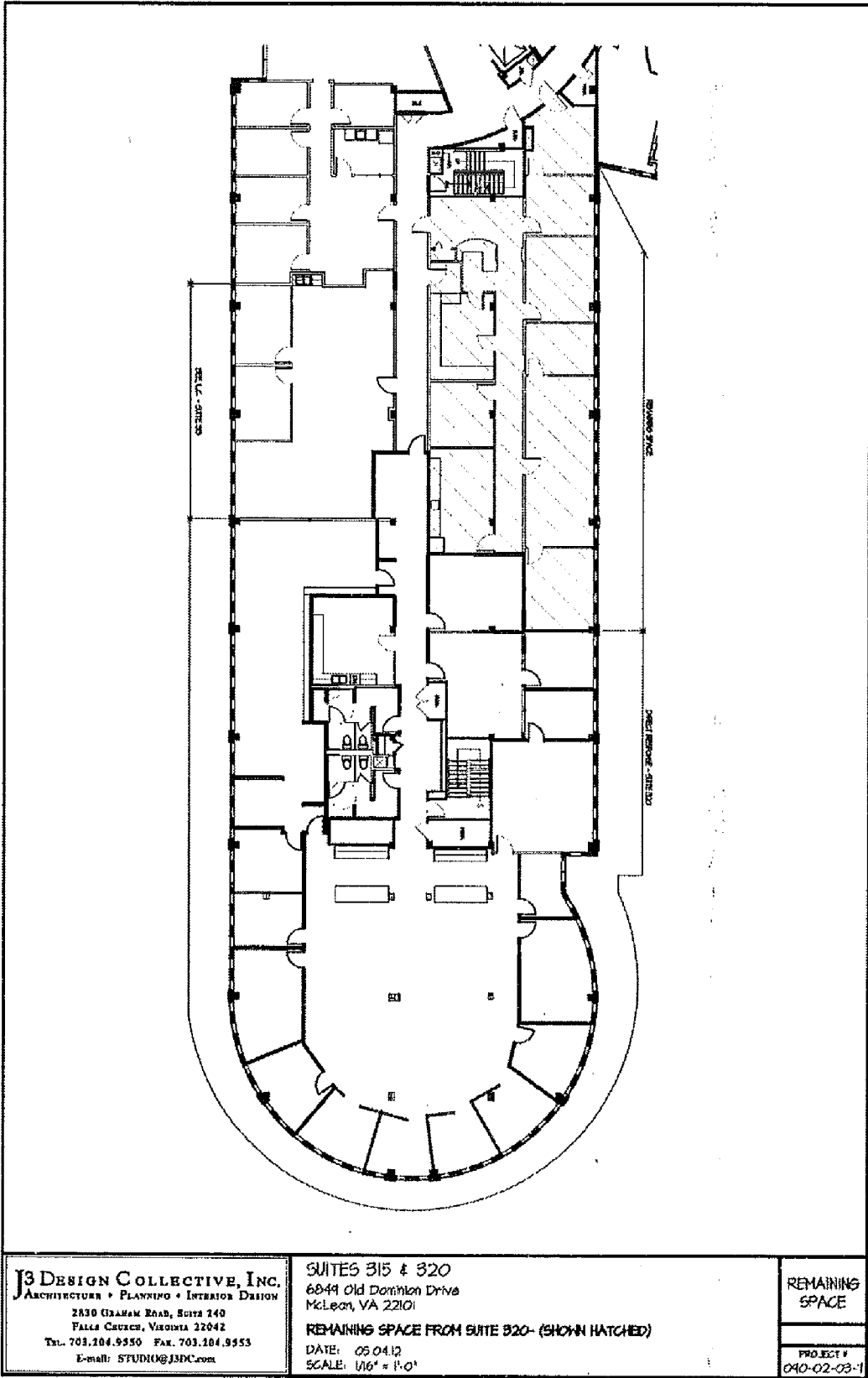


EXHIBIT C-1

DECLARATION BY LANDLORD AND TENANT
AS TO DATE OF DELIVERY AND ACCEPTANCE OF
POSSESSION, NEW PREMISES COMMENCEMENT DATE, ETC.

THIS DECLARATION is hereby attached to and made a part of the First Amendment to Deed of Lease (the "First Amendment") dated _____, 2012 entered into by and between JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company, as Landlord, and PRO MOTION PHYSICAL THERAPY, LLC, a Virginia limited liability company, as Tenant, which amends that certain Deed of Lease dated September 1, 2007 between the parties, as amended (collectively, the "Original Lease"). All terms used in this Declaration shall have the same meanings as they have in the Original Lease, as modified by the First Amendment (collectively, the "Lease").

(i) Landlord and Tenant do hereby declare that possession of the New Premises was accepted by Tenant on _____, 20__;

(ii) The New Premises Commencement Date is hereby established to be _____, _____;

(iii) 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;

(iv) The expiration date of the New Premises Term is hereby established to be _____, 20__, unless the Lease or the New Premises Term is sooner terminated pursuant to any provision of the Lease or pursuant to law.

[Signatures appear on the following page.]

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

By: _____

By: _____
Name: _____
Its: _____

WITNESS:

TENANT:

PRO MOTION PHYSICAL THERAPY, LLC,
a Delaware limited liability
company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT E

WORK AGREEMENT

THIS WORK AGREEMENT is hereby attached to and made part of the First Amendment to Deed of Lease dated _____, 2012 entered into by and between JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company, as Landlord, and PRO MOTION PHYSICAL THERAPY, LLC, as Tenant, which amends that certain Deed of Lease dated September 1, 2012 (collectively, the "Lease"). All terms used in this Work Agreement have the same meaning as they have in the Lease.

1. ARCHITECTURAL DESIGN SERVICES.

Landlord shall provide a space plan and completed, finished and detailed architectural drawings and specifications for all work to be provided by Landlord under Paragraph 4 hereof, which drawings and specifications shall be completed at Tenant's sole cost and expense, which shall be payable out of the Tenant Allowance (as hereinafter defined) to the extent that funds are available therefrom for such purpose. The architect who prepares such drawings and specifications is hereinafter referred to as the "Space Planner". Any architectural drawings and specifications which are completed for Additional Tenant Work (as defined in Paragraph 5 hereof) shall also be prepared by the Space Planner at Tenant's expense. All such plans are expressly subject to Landlord's review and written approval, and shall be based upon the space plans and pricing notes attached hereto as Exhibit E-1 and made a part hereof.

2. ENGINEERING DESIGN SERVICES.

Landlord, at Tenant's sole cost and expense, which shall be payable out of the Tenant Allowance (as hereinafter defined) to the extent that funds are available therefrom for that purpose, shall provide the design services of a licensed professional engineer (the "Engineer"), to prepare complete Building standard mechanical and electrical plans and specifications, as necessary for Tenant's Work to be performed pursuant to Paragraph 4 hereof. Any mechanical or electrical plans shall be prepared by the Engineer at Tenant's sole cost and expense, which shall be payable out of the Tenant Allowance (as hereinafter defined) to the extent that funds are available therefrom for that purpose. All such plans are expressly subject to Landlord's review and written approval, and shall be based upon the space plans and

pricing notes attached hereto as Exhibit E-1 and made a part hereof.

3. TENANT'S DEADLINE DATES.

During the period that the Space Planner and the Engineer are preparing the Final Plans and Specifications, Tenant shall have the opportunity to select finishes for the New Premises, provided that such selections are made by Tenant within five (5) days following the Space Planner's request therefor. Tenant's approval of the telephone and electric plan for the New Premises shall be made by Tenant and provided to Landlord within three (3) days following Landlord's or its agent's request therefor. Tenant covenants and agrees to deliver to Landlord and the Engineer Tenant's approval of the Final Plans and Specifications (as hereinafter defined) on or before the fifth (5th) business day following the date on which Landlord delivers all final detailed architectural plans and specifications and engineering plans for Tenant's Work and Additional Tenant Work, if any, sufficient to obtain bids for Tenant's Work and Additional Tenant Work, if any (the "Final Plans and Specifications") (such date of delivery of Tenant's approval of the Final Plans and Specifications being referred to herein as "Tenant's Deadline Date"). Any and all changes made to the Final Plans and Specifications subsequent to Tenant's Deadline Date shall be at the sole cost of Tenant.

4. TENANT'S WORK.

Landlord shall make available for the performance of Tenant's Work, and for the other purposes hereinafter specified, an allowance (the "Tenant Allowance") in an amount equal to the product of (i) Forty-Five Dollars (\$45.00) multiplied by (ii) the number of rentable square feet comprising the New Premises. Landlord shall perform Tenant's Work and shall pay directly to its general contractor and other service providers and vendors the cost of performing all improvements shown and contemplated by the Final Plans and Specifications ("Tenant's Work"), including, but not limited to, the cost of all permits and governmental inspections, all architectural and engineering fees, the preparation and delivery to Landlord of a complete set of "as-built" plans showing Tenant's Work, in hard copy and an acceptable electronic version thereof (which "as-built" plans shall be delivered to Landlord not later than the tenth (10th) day following the completion of Tenant's Work), and a fee to Landlord in an amount equal to five percent (5%) of the cost of Tenant's Work and any Additional Tenant Work (as hereinafter

defined), all of which costs shall be payable out of the Tenant Allowance to the extent that the Tenant Allowance is sufficient for that purpose, and any excess amount of which costs shall be paid by Tenant within thirty (30) days following Tenant's receipt of an invoice therefor from Landlord.

Landlord shall solicit bids for Tenant's Work from at least three (3) contractors, one (1) of which may be designated by Tenant, if so designated by Tenant within two (2) business days after Landlord's request therefor (which request may be made verbally).

5. ADDITIONAL TENANT WORK.

Tenant shall be responsible for coordinating at its expense the placement and installation of all telephone equipment and outlets. If Tenant shall desire any work to be performed by Landlord in the New Premises, other than Tenant's Work, that is, any work the cost of which is in excess of the funds available for that purpose from the Tenant Allowance ("Additional Tenant Work"), all Additional Tenant Work shall be performed at Tenant's sole expense.

Tenant shall not have the right to order extra work or change orders with respect to the construction of Tenant's Work without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay for any increase in the actual cost of constructing Tenant's Work occasioned by a change to the Final Plans and Specifications requested by Tenant, including, but not limited to, contractor's usual and customary overhead and profit. Said payment by Tenant shall be made within thirty (30) days following Tenant's receipt of an invoice therefor from Landlord, which invoice may be issued as early as Landlord's approval of the change order.

The failure of Tenant to pay any portion of the cost of the Additional Tenant Work within thirty (30) days following Tenant's receipt of an invoice therefor from Landlord shall constitute a Default under the Lease entitling Landlord to exercise all rights and remedies. In the event of a Default by Tenant which results in a termination of the Lease, Landlord shall also be entitled to damages in respect of Tenant's Work undertaken on behalf of Tenant.

6. SUBSTANTIAL COMPLETION OF TENANT'S WORK.

Tenant's Work shall be considered "substantially complete" for all purposes of this Work Agreement and the Lease if Landlord has performed or completed substantially all of Tenant's 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 New Premises, or to complete improvements to the New Premises to be made by Tenant, and/or (b) custom or specialty items requested by Tenant for Tenant's Work or Additional Tenant Work and other items which cannot be completed until said custom or specialty items are delivered, or Tenant's Work or Additional Tenant Work requiring use of such items is completed.

7. DATE OF SUBSTANTIAL COMPLETION, NO LIABILITY, ETC.

Landlord shall use reasonable efforts to substantially complete Tenant's Work within one hundred twenty (120) calendar days after Tenant's Deadline Date or the date on which Landlord receives Tenant's approval of the Final Plans and Specifications set forth in Paragraph 3 hereof, whichever is later. However, Landlord shall in no event be liable or subject to any claim for failure to substantially complete Tenant's Work by such date or for delay or inability to deliver possession of the New Premises to Tenant for any reason. If Landlord shall be delayed in substantially completing said work as a result of:

- (a) Tenant's failure to furnish to Landlord (i) any information on or before the dates and time periods set forth in this Work Agreement, (ii) Tenant's approval of the Final Plans and Specifications or (iii) information, requirements and/or approvals for any work to be done hereunder;
- (b) Tenant's request for changes to the plans and pricing notes attached hereto as Exhibit E-1, regardless of whether such changes result in any increase in costs of Tenant's Work;
- (c) Tenant's request for changes in plans subsequent to Tenant's Deadline Date;
- (d) Tenant's failure to approve the plans, specifications or cost estimates for Additional Tenant Work or make any payment within the time required under Paragraph 5 hereof;

- (e) Tenant's request for materials, finishes or installations other than Landlord's Building standard; or
- (f) The result of Tenant's, its agents' or employees' acts, failure to act, or failure to act in a timely manner;

then, solely for the purposes of determining the commencement date of Tenant's liability for rent and other charges under the Lease, such delay shall neither postpone the New Premises Commencement Date, nor the date of substantial completion by Landlord or the date of occupancy by Tenant of the New Premises, and the date of possession of the New Premises by Tenant shall be deemed to be the date on which Landlord would have substantially completed Tenant's Work in the absence of such delay by Tenant.

On or before Tenant takes possession of the New Premises, Landlord and Tenant shall walk through the New Premises and shall agree upon a punch list of items to be completed by Landlord. Landlord shall attempt to complete all items on said punch list within thirty (30) days after the punch list is completed. The taking of possession of the New Premises by Tenant shall be conclusive evidence that the New Premises are in good and satisfactory condition at the time possession is taken, that Tenant's Work is substantially complete and that Tenant's Work is satisfactory, with the exception of punch list items remaining to be done or repaired as of the date Tenant accepts possession.

8. TENANT ACCESS.

Provided that Landlord has completed Tenant's Work, Landlord shall permit Tenant and its agents to enter the New Premises prior to the New Premises Commencement Date to enable Tenant to perform such work and decorations as Landlord shall approve, provided that Tenant and its agents and contractors shall be deemed to be bound by all of the terms, covenants, provisions and conditions of the Lease, including but not limited to Tenant's indemnification obligations, Tenant's obligation to repair injury, loss or damage which may occur to any of Tenant's installations made prior to the New Premises Commencement Date, and Tenant's obligation to maintain insurance, the same being installed and maintained solely at Tenant's risk.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Work Agreement under seal as of the day and year first above 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 liability
company,
Its Managing Member

By: _____

By: _____
Name: _____
Its: _____

WITNESS:

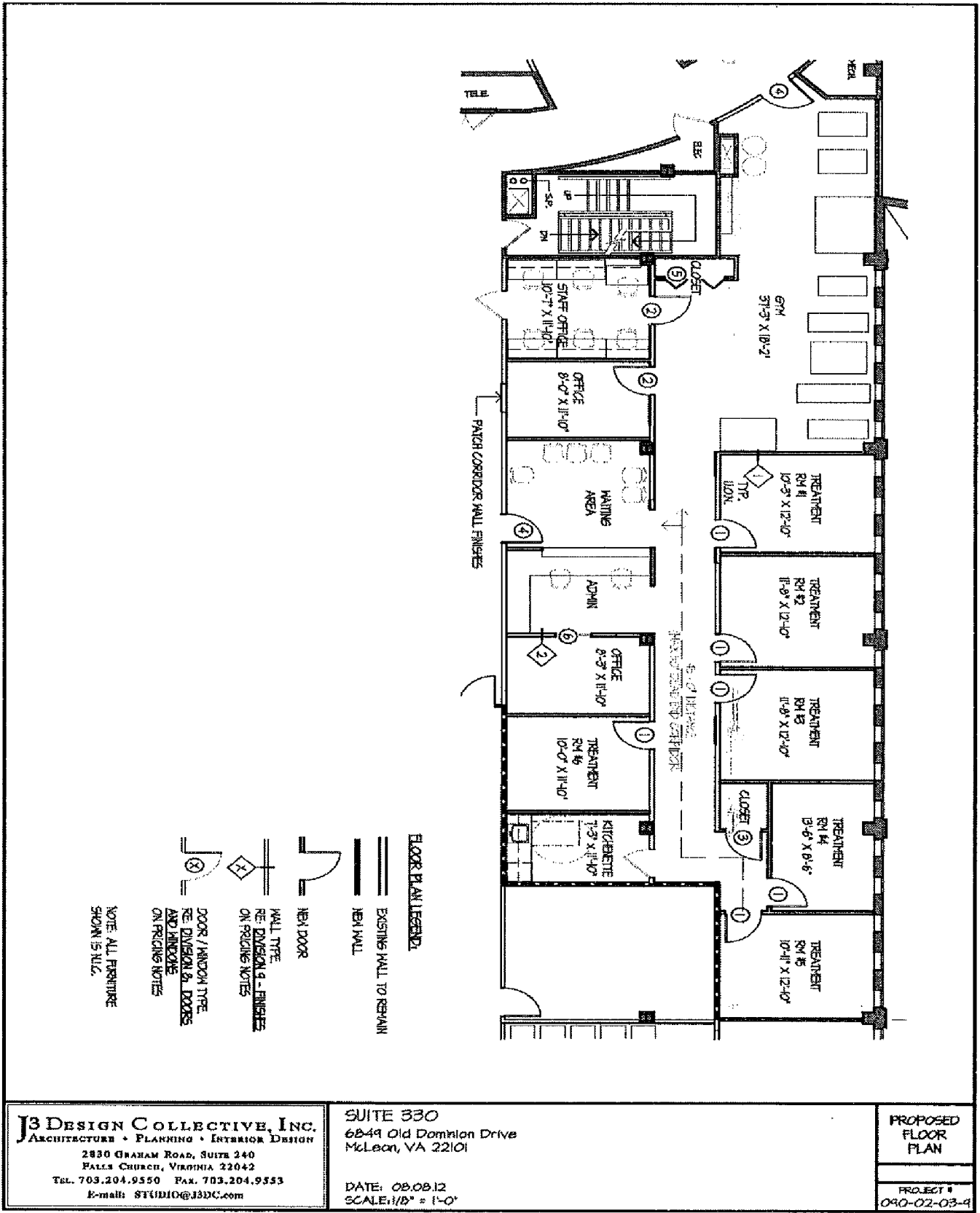
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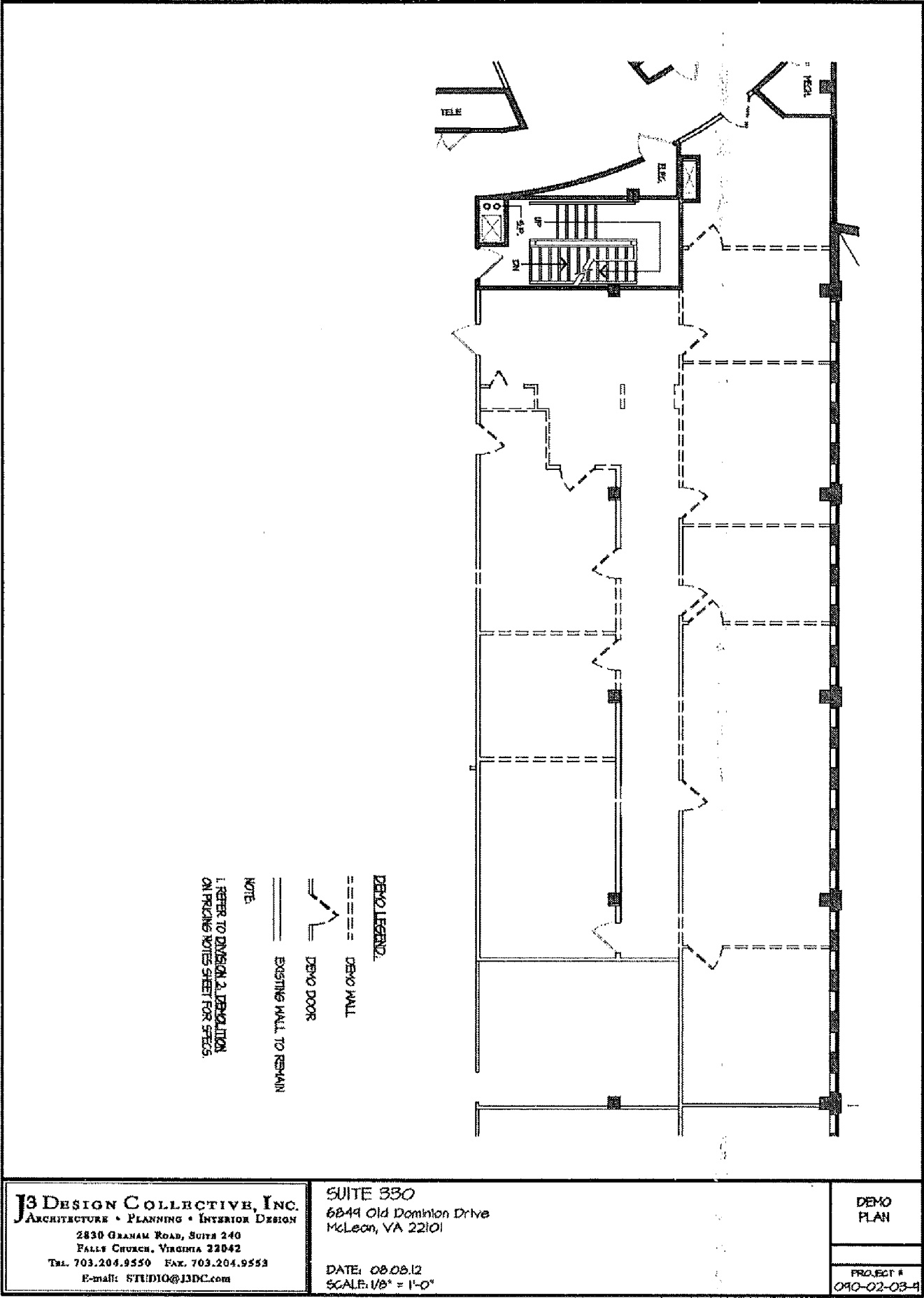
PRO MOTION PHYSICAL THERAPY,
LLC, a Delaware limited
liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT E-1
SPACE PLAN AND PRICING NOTES





DIVISION II. GENERAL REQUIREMENTS

SUMMARY OF THE WORK

PROJECT LOCATION:

6844 OLD DOMINION DRIVE
SUITE 330, MCLEAN, VA 22101

OWNER:

JBS COMPANIES

OWNER'S REPRESENTATIVE:

LISA PARNELL

THE PROPOSED PROJECT CONSISTS OF ALTERATIONS TO AN EXISTING TENANT SPACE CONSISTING OF APPROXIMATELY 2428 SQ. FT. WITHIN THE 3RD FLOOR, SUITE 330 OF 6844 OLD DOMINION DR. IN MCLEAN, VA 22101. THE SPACE WILL BE OCCUPIED BY A NEW TENANT.

DIVISION 3. DEMOLITION

- DEMO WALLS OR PORTIONS THERE OF SHOWN DAMAGED, INCLUDING ALL ASSOCIATED ELECTRICAL/DATA WIRING, COORDINATE W/ NEW CONSTRUCTION PLAN
- DEMO EXISTING KITCHENETTE MILLWORK & ASSOCIATED PLUMBING SHOWN DAMAGED.
- DEMO EXISTING DOORS AND FRAMES SHOWN DAMAGED.

DIVISION 3. CONCRETE - NOT USED

DIVISION 4. MASONRY - NOT USED

DIVISION 5. METALS - NOT USED

DIVISION 6. WOODS AND PLASTICS

- **KITCHENETTE:**
PROVIDE NEW PLASTIC LAMINATE BASE & WALL CABINETS AND COUNTERTOP (ADA HT.).
- 42" W/ 12" DEEP LAMINATE COUNTERTOP
- 42" W/ 12" DEEP LAMINATE BASE CABINETS (SINK BASE SHALL BE ADA HEIGHT)
- 42" W/ 12" LAMINATE WALL CABINETS
- **RECEPTION DESK:**
PROVIDE NEW PLASTIC LAMINATE COUNTERTOP & DESK FRONT, 42" W/ 12" DEEP LAMINATE COUNTERTOP & TRANSLATION TOP W/ SUPPORTS AS REQUIRED.
- PROVIDE NEW PLASTIC LAMINATE WALL CABINETS
- 42" W/ 12" OVERHEAD CABINETS
- PROVIDE BLOCKING IN WALL FOR ATTACHMENT OF WALL CABINETS. ALL ROUGH FRAMING SHALL BE FIRE-TREATED.

DIVISION 7. THERMAL AND MOISTURE PROTECTION - NOT USED

DIVISION 8. DOORS AND WINDOWS

DOOR TYPE 1:

- 3'-0" X 7'-0" SOLID CORE PAINTED WOOD DOOR AND HM. FRAME
- PROVIDE PASSAGE LATCH SET HARDWARE (SCALAGE S0006AT16526)

DOOR TYPE 2:

- 3'-0" X 7'-0" SOLID CORE PAINTED WOOD DOOR AND HM. FRAME
- PROVIDE OFFICE LOCK SET HARDWARE (SCALAGE S0106AT16526)

DOOR TYPE 3:

- 3'-0" X 7'-0" SOLID CORE PAINTED WOOD DOOR AND HM. FRAME
- PROVIDE STOREROOM LOCK SET HARDWARE (SCALAGE S0006AT16526)

DOOR TYPE 4:

- 3'-0" X 8'-0" SOLID CORE MASONITE DOOR W/ FLAT FINISH NEW/VANAR / SANVA ROSA BLM TREE / W2200HT & TALL TEMPERED GLASS LITE & NEW HM. FRAME
- PROVIDE ENTRANCE LOCKSET HARDWARE TO MATCH BUILDING STANDARD (SCALAGE L SERIES MORTISE ENTRANCE LOCKSET X PRODES X 623).

DOOR TYPE 5:

- (2) 2'-6" X 7'-0" BI-FOLD SOLID CORE PAINTED WOOD DOORS AND HM. FRAME.
- PROVIDE STANDARD BI-FOLD HARDWARE

DOOR TYPE 6:

- 3'-0" X 7'-0" WOOD POCKET DOOR (SOLID CORE WOOD DOOR, PAINTED)
- PROVIDE APPROPRIATE FRAME & LOCKING HARDWARE

DIVISION 4. FINISHES

CEILING:

- 2" X 4" NEW GRID HEIGHT PARTITION 1/2" DRYWALL EX. SIZE OF 2 1/2" METAL STUDS UDN.

FLOOR FINISH:

- PROVIDE NEW BROADLOOM CARPET THROUGHOUT TENANT SPACE.
- UDN. PATENT STAIRCOT OR EBM. COLOR TBD.
- PROVIDE NEW VOT AT KITCHENETTE. COLOR TBD.
- PROVIDE NEW 4" VINYL COVE BASE THROUGHOUT TENANT SPACE. COLOR TBD.

WALL FINISH:

- PROVIDE NEW WALL TILE AND SCAULDER STRIPS AT NEW SUITE ENTRY DOOR TO MATCH EXISTING SUITE ENTRY DOORS.

PAINT:

- PROVIDE NEW PAINT THROUGHOUT TENANT SPACE. WALLS, DOORS AND FRAMES. WALL FINISH TO BE FLAT. DOORS & FRAMES TO BE SEMI-GLOSS. COLOR TBD.

CELLING:

- PROVIDE NEW ACCT CEILING THROUGHOUT TENANT SPACE.
- 1. PROVIDE CEILING GRID. ARABICONS / PRELUDE HL / 5/16" X 24" X 24"
- 2. PROVIDE 24" X 24" CEILING TILES. ARABICONS / FINE FISHER / AWGLED TEBULAR / TB2

DOOR TYPE 1:

- PROVIDE NEW BLUKEAD AT NEW SUITE ENTRY DOOR. MATCH EXISTING SUITE ENTRY BLUKEADS.

DIVISION 10. SPECIALTIES - NOT USED

DIVISION II. EQUIPMENT - NOT USED

DIVISION 12. FINISHINGS - NOT USED

DIVISION 13. SPECIAL CONSTRUCTION - NOT USED

DIVISION 14. CONVENIENCE SYSTEMS - NOT USED

DIVISION 15. MECHANICAL

- PROVIDE NEW 24" X 24" PERFORATED MECHANICAL RETURN GRILLS THROUGHOUT ALLOWANCE IS
- PROVIDE NEW DIFFY. REDISTERS AS REQUIRED. REBALANCE AS REQUIRED ALLOWANCE IS

BLUING:

- RELOCATE SPRINKLER HEADS AS REQUIRED FOR THE NEW WORK.
- INSTALL NEW HOT WATER HEATER TO SERVE KITCHENETTE.

KITCHENETTE:

- INSTALL NEW KITCHEN SINK AND FAUCET IN NEW ADA HEIGHT COUNTERTOP. BLUAY GEORGEA SINGLE BOWL SINGLE HOLE SINK WITH NEW TUBET. TID ORCONE TRAZET
- INSTALL NEW UNDERCOUNTER REFRIGERATOR. GE SPACEMAKER COMPACT REFRIGERATOR 6000BMMH

DIVISION 16. ELECTRICAL

- INSTALL NEW DUPLEX ELECTRICAL OUTLETS AND RING & STRING FOR DATA THROUGHOUT SUITE. ALLOWANCE 25 ELECTRICAL/20 DATA
- RELOCATE EXISTING ELECTRICAL OUTLETS AS REQUIRED.
- ALLOWANCE 20
- INSTALL NEW 2" X 4" LIGHT FIXTURES THROUGHOUT. ULTRONA 2005-2075-HVOLT-600W-1PH-500P. ALLOWANCE 32
- INSTALL RELOCATE FIRE ALARM DEVICES AND EXIT SIGNS PER CODE
- PROVIDE POWER FOR NEW GARBAGE DISPOSAL & KITCHEN SINK. GARBAGE DISPOSAL SHALL BE 3 HP. 120V. REFRIGERATOR / EVOLUTION COMPACT.
- NOTE: APPROX 5-10 OF THE NEW ELECTRICAL OUTLETS WILL BE INSTALLED ON THE EXTERIOR PERIMETER WALLS. INCLUDE DRYWALL PATCHING ACCORDINGLY.

SPECIAL CONDITIONS:

- NOISE GENERATING WORK SUCH AS DRILLING OR FASTENING STUD TRACKS SHALL BE DONE DURING HOURS WHEN BUILDING IS NOT OCCUPIED. WORK THAT BLOCKS ACCESS, INCLUDING STOCKING MATERIALS SHALL BE DONE DURING HOURS WHEN BUILDING IS UNOCCUPIED. CONSULT WITH OWNER'S REP FOR SPECIFIC REQUIREMENTS.

ADD ALTERNATES

- PROVIDE AN ADD ALTERNATE IN LIEU OF SUITE ENTRY DOOR TYPE 4 (2 TOTAL) PROVIDE PRICE FOR 1/2" TEMPERED GLASS 3'-0" X 8'-0" DOOR WITH POLISHED SSIL. TEMPERED DOOR RAILS, POLISHED SSIL DOOR HEADER & POLISHED SSIL PATCH HARDWARE 6000 CENTER LOCK W/ DEMOLITION & ENTRANCE LOCK FUNCTION CRL 4016000000.

J3 DESIGN COLLECTIVE, INC.
ARCHITECTURE • PLANNING • INTERIOR DESIGN

2830 GARAM ROAD, SUITE 240
FALLS CHURCH, VIRGINIA 22042
TEL. 703.204.9550 FAX. 703.204.9553
E-mail: STUDIOS@J3DC.com

SUITE 330
6844 Old Dominion Drive
McLean, VA 22101

DATE: 08.08.12
SCALE: 1/8" = 1'-0"

PRICING
NOTES

PROJECT #
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