

SECOND AMENDMENT TO DEED OF LEASE

This SECOND AMENDMENT TO DEED OF LEASE (the "Second Amendment") is made and entered into this 30th day of June, 2004, by and between 6849 PARTNERS, L.P. (the "Landlord"), a Virginia limited partnership and successor to McLean Commercial Center Partners, L.P. ("MCC Partners"), and DR. WENDY GARSON, DR. ROBERT JACOBS, and DR. DUC NGUYEN (jointly and severally, the "Tenant").

WITNESSETH:

WHEREAS, MCC Partners and Tenant entered into a Deed of Lease (the "Lease") dated September 10, 1998, pursuant to which Landlord leased to Tenant and Tenant leased from Landlord office space for the practice of optometry on the third floor (Suite 300) of the building at 6849 Old Dominion Drive, McLean, Virginia 22101 (the "Building"), consisting of 3,057 square feet of Net Rentable Area (the "Premises"); and

WHEREAS, MCC Partners and Tenant entered into a First Amendment to Deed of Lease dated June 26, 2001, pursuant to which the Term of the Lease was extended to June 30, 2004; and

WHEREAS, Tenant and Landlord desire to extend further the Term of the Lease;

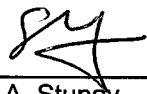
NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, Landlord and Tenant agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference.
2. Defined Terms. Defined terms used herein shall have the meaning contained in the Lease unless another definition is provided in this Second Amendment.
3. Term. The Term of the Lease is hereby extended for an additional Three (3) years, commencing on July 1, 2004 (the "Commencement Date") and expiring on June 30, 2007 (the "Expiration Date").
4. Base Rent. Beginning on the Commencement Date, the Base Rent for the Premises shall be Eighty Five Thousand Five Hundred Ninety Six and no/100 Dollars (\$85,596.00) per year, based upon a base rental rate of \$28.00 per square foot of Net Rentable Area. The Base Rent shall not be increased during the Term.
5. Operating Costs. Tenant's new Base Year shall be calendar year 2004.
6. Improvements. At Tenant's one-time request, Landlord shall paint (touch-up) selected parts of the Premises to be agreed upon by Landlord and Tenant. Landlord shall provide one (1) annual carpet cleaning at no cost to Tenant.
7. Ratification. Landlord and Tenant do hereby ratify and confirm the terms of the Lease except to the extent modified by this Second Amendment.

LANDLORD:

6849 PARTNERS, L.P.

By: 6849, Inc., General Partner

By: 
Name: Scott A. Stupay
Title: President

TENANT:


DR. WENDY GARSON


DR. ROBERT JACOBS


DR. DUC NGUYEN