

## EXHIBIT E

### WORK AGREEMENT

THIS WORK AGREEMENT is hereby attached to and made part of the First Amendment to Deed of Lease dated December 4<sup>th</sup>, 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:

Attorney

By:

Name:

Its:

Steve Bonacci  
Authorized Signatory

WITNESS:

TENANT:

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

By:

Name:

Its:

Piya Chandra  
Piya Chandra  
Co-owner Pro Motion PT

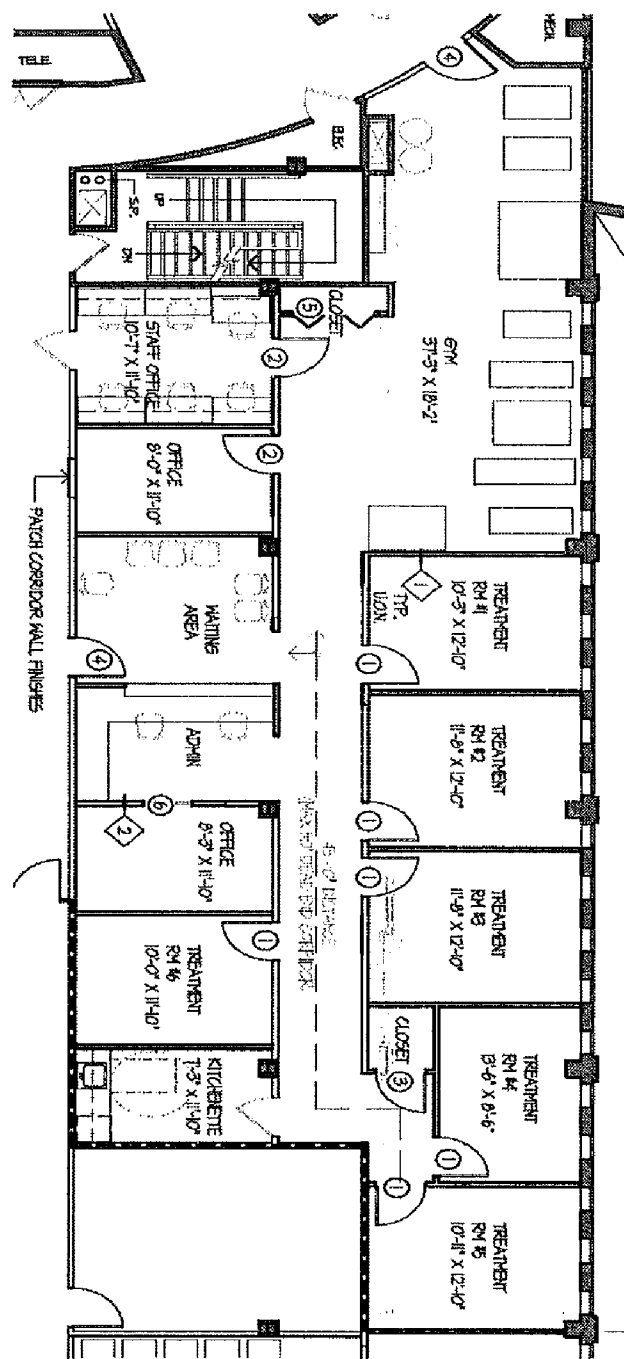
By:

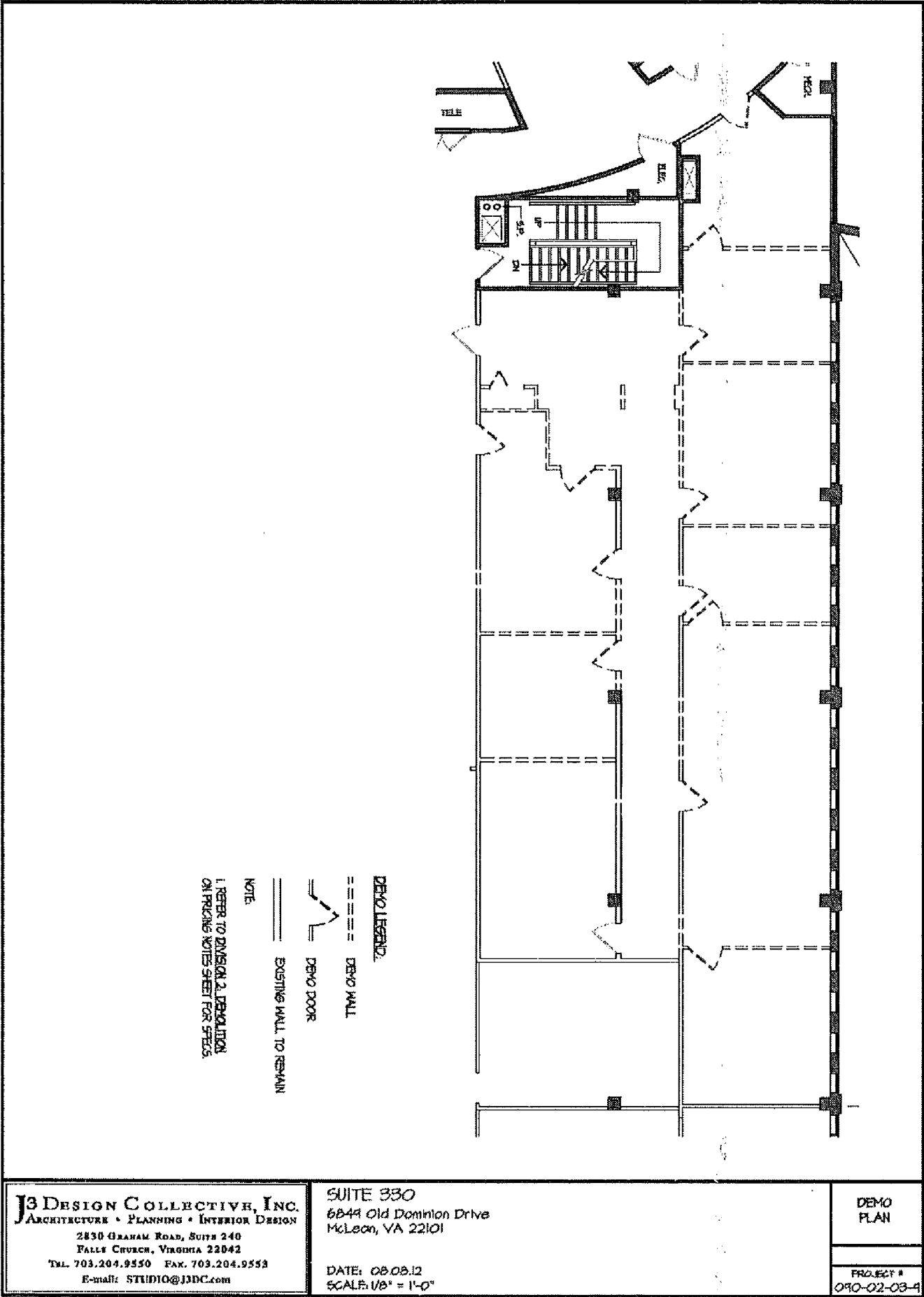
Name:

Its:

Scott Wagner  
Co Owner Pro Motion PT

## SPACE PLAN AND PRICING NOTES







**DIVISION 1. GENERAL REQUIREMENTS**

**SUMMARY OF THE WORK**

**PROJECT LOCATION**

6844 OLD DOMINION DRIVE  
SUITE 330, MCLEAN, VA 22101

**OWNER**

J36 COMPANIES

**OWNER'S REPRESENTATIVE**

LISA FARNELL

THE PROPOSED PROJECT CONSISTS OF ALTERATIONS TO AN EXISTING TENANT SPACE CONSISTING OF APPROXIMATELY 2428 SF, 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 2. DEMOLITION**

- DEMO WALLS OR PORTIONS THERE OF SHOWN DAMAGED, INCLUDING ALL ASSOCIATED ELECTRICAL/DATA RISING, 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).
  - 51-27" LF LAMINATE COUNTERTOP
  - 45-27" LF BASE CABINETS (SINK BASE SHALL BE ADA HEIGHT)
  - 41-27" LF WALL CABINETS
- RECEPTION DESK**
  - PROVIDE NEW PLASTIC LAMINATE COUNTERTOP & DESK FRONT.
  - 41-10" LF LAMINATE COUNTERTOP & RECEPTION TOP
  - W/ SUPPORTS AS REQUIRED.
- STATE OFFICE MILLWORK**
  - PROVIDE NEW PLASTIC LAMINATE WALL CABINETS
  - 42-10" LF 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"x7'-0" SOLID CORE PAINTED WOOD DOOR AND H.M. FRAME
  - PROVIDE STOREROOM LOCK SET HARDWARE (SCALE 5800FSAT1626)
- DOOR TYPE 2:**
  - 3'-0"x7'-0" SOLID CORE PAINTED WOOD DOOR AND H.M. FRAME
  - PROVIDE OFFICE LOCK SET HARDWARE (SCALE 5810FSAT1626)

**DOOR TYPE 3:**

- 3'-0"x7'-0" SOLID CORE PAINTED WOOD DOOR AND H.M. FRAME
- PROVIDE STOREROOM LOCK SET HARDWARE (SCALE 5800FSAT1626)

**DOOR TYPE 4:**

- 3'-0"x8'-0" SOLID CORE MASONITE DOOR W/ FLAT FINISH NEWVAMAR / SANTA ROSA BLIN TREE / H2000T & FULL TAPERED GLASS LITE & NEW H.M. FRAME
- PROVIDE ENTRANCE LOCKSET HARDWARE TO MATCH BUILDING STANDARD (SCALE 1 SERIES MORTISE ENTRANCE LOCKSET X RHODES X 625)

**DOOR TYPE 5:**

- (2) 2'-8"x7'-0" BI-FOLD SOLID CORE PAINTED WOOD DOORS AND H.M. FRAME
- PROVIDE STANDARD BI-FOLD HARDWARE

**DOOR TYPE 6:**

- 3'-0"x7'-0" WOOD ROCKET DOOR (SOLID CORE WOOD DOOR PAINTED)
- PROVIDE APPROPRIATE FRAME & LOCKING HARDWARE

**DIVISION 9. FINISHES**

- EXT. BD. WALLS**
  - TITLE 1: NEW GRID HEIGHT PARTITION 1/2" DRYWALL EA. SIDE OF 2 1/2" METAL STUDS UDN
  - TITLE 2: NEW GRID HEIGHT PARTITION 1/2" DRYWALL EA. SIDE OF 3-5/8" METAL STUDS

**FLOOR FINISH**

- PROVIDE NEW BROADLOOM CARPET THROUGHOUT TENANT SPACE.
- UON. PATCH/NOT AT KITCHENETTE. 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 SCHLUTER 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.

**CEILING/ACI**

- PROVIDE NEW ACI CEILING THROUGHOUT TENANT SPACE.
  - 1. PROVIDE CEILING GRID: ARBORLONG / PRESIDE HL / 5/16" X 24" X24"
  - 2. PROVIDE 24"x24" CEILING TILES: ARBORLONG / FINE FISHERD / ANGLED TEBULAR / T32

- PROVIDE NEW BLUREAD AT NEW SUITE ENTRY DOOR. MATCH EXISTING SUITE ENTRY BLUREADS.

**DIVISION 10. SPECIALTIES - NOT USED**

**DIVISION 11. EQUIPMENT - NOT USED**

**DIVISION 12. FINISHINGS - NOT USED**

**DIVISION 13. SPECIAL CONSTRUCTION - NOT USED**

**DIVISION 14. CONNECTING SYSTEMS - NOT USED**

**DIVISION 15. MECHANICAL**

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

**PLUMBING**

- 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 GEORZOA SINGLE BOWL SINGLE HOLE SINK WITH NEW LEVER TICO CHROME FAUCET
- INSTALL NEW UNDERCOUNTER REFRIGERATOR. GE SPACEMAKER COMPACT REFRIGERATOR GMR2000MM

**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. LITHONIA 2005-2015-HVOLT-6895-174089P. ALLOWANCE 32
- INSTALL/RELOCATE FIRE ALARM DEVICES AND EXIT SIGNS PER CODE
- PROVIDE POWER FOR NEW GARBAGE DISPOSAL & KITCHEN SINK. GARBAGE DISPOSAL SHALL BE 1 HP, 120V, INSEKREATOR / 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" TAPERED GLASS 3'-0" X 8'-0" DOOR WITH POLISHED SS TL. TAPERED DOOR RAILS, POLISHED SS TL DOOR HEADER & POLISHED SS TL PATCH HARDWARE 6"x6" CENTER LOCK W/ DEAD LATCH & ENTRANCE LOCK FUNCTION OR 4" DOORBEEB.

**J3 Design Collective, Inc.**  
ARCHITECTURE • PLANNING • INTERIOR DESIGN

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

SUITE 330  
6844 Old Dominion Drive  
McLean, VA 22101

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

**PRICING  
NOTES**

PROJECT #  
0910-02-03-1