

WORK AGREEMENT

THIS WORK AGREEMENT is hereby attached to and made part of the Lease dated June 6, 2011, entered into by and between JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company, as Landlord, and MCLEAN DERMATOLOGY AND SKINCARE CENTER PLLC, a Virginia professional limited liability company, as Tenant (the "Lease"). All terms used in this Work Agreement have the same meaning as they have in the Lease.

1. ARCHITECTURAL DESIGN SERVICES.

Tenant shall engage J3 Design Collective to 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.

2. ENGINEERING DESIGN SERVICES.

Tenant, 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 Dwyer Engineering, 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.

3. TENANT'S DEADLINE DATE.

Tenant covenants and agrees to deliver to Landlord and the Engineer on or before the forty-second (42nd) day following the date of execution of the Lease, 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. Landlord shall either approve Tenant's proposed plans and specifications or provide written objections thereto within seven (7) days following Tenant's submission of same. Within five (5) days following receipt of Landlord's comments on the plans and specifications, Tenant shall incorporate said comments into a revised set of plans and specifications. Such revised final plans and specifications, if approved by Landlord, shall be referred to herein as the "Final Plans and Specifications". In no event shall the Final Plans and Specifications be completed later than fifty-four (54) days following the date of execution of the Lease ("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 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, subject to Landlord's approval of such contractor, if so designated by Tenant within three (3) business days after Landlord's request therefor (which request may be made verbally). Landlord shall not unreasonably withhold, condition or delay its approval of Tenant's designated contractor if (1) the contractor is properly licensed, (2) neither Landlord nor any of its affiliates has had any prior experience with such contractor which was unsatisfactory, and (3) Landlord knows of no prior unsatisfactory experience that a third party has had with such contractor.

Notwithstanding the foregoing, in the event that the costs of Tenant's Work exceed the Tenant Allowance provided hereunder, Tenant may request, in writing, that Landlord finance such additional costs and disburse such amount to Tenant; provided, however, that under no circumstances shall any such additional amount exceed Twenty Thousand Dollars (\$20,000.00) (such amount being hereinafter referred to as the "Tenant Improvements Reimbursement Rent Cap") and Tenant shall pay the full amount thereby financed in excess of the Tenant Allowance in the following manner: the amount of such excess financed by Landlord up to the Tenant Improvements Reimbursement Amount Cap plus interest thereon at the rate of ten percent (10%) per annum (such excess and interest thereon being referred to herein and in the Lease as the "Tenant Improvements Reimbursement Rent") shall be payable by Tenant to Landlord at the times and in the manner provided in Section 5.G. of the Lease. Any amount in excess of the Tenant Improvements Reimbursement Rent Cap shall be paid directly by Tenant.

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 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 Premises, or to complete improvements to the 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 from Tenant 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 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, on or before the dates and time periods set forth in Paragraphs 3 and 5 hereof, the Final Plans and Specifications, information, requirements and/or approvals for any work to be done hereunder;
- (b) Tenant's request for changes in plans subsequent to Tenant's Deadline Date;
- (c) 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;
- (d) Tenant's request for materials, finishes or installations other than Landlord's Building standard; or
- (e) 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 Lease Commencement Date nor the date of substantial completion by Landlord or occupancy by Tenant of the Premises.

On or before Tenant takes possession of the Premises, Landlord and Tenant shall walk through the 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 Premises by Tenant shall be conclusive evidence that the 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.

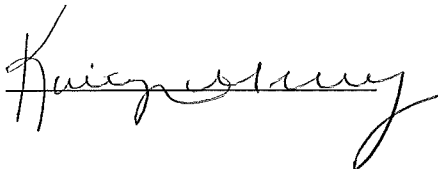
8. TENANT ACCESS.

Provided that Landlord has completed Tenant's Work, Landlord shall permit Tenant and its agents to enter the Premises prior to the Lease 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 Lease Commencement Date, and Tenant's obligations to maintain insurance, the same being installed and maintained solely at Tenant's risk.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Work Agreement under seal as of the day and year first above written.

WITNESS:

By:



WITNESS:

By:
Name:
Its:

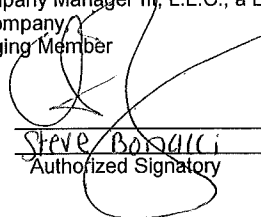
Karen Stephens
Karen Stephens
Employee

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

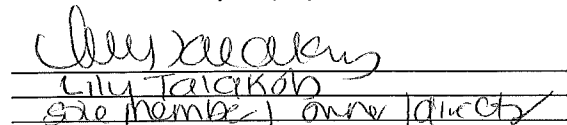
By:
Name:


Steve Bonaldi
Authorized Signatory

TENANT:

MCLEAN DERMATOLOGY AND SKINCARE CENTER PLLC, a Virginia professional limited liability company

By:
Name:
Its:


Lily Tarkenton
General Manager / Owner / Director