

### THIRD AMENDMENT TO DEED OF LEASE

This THIRD AMENDMENT TO DEED OF LEASE ("Third Amendment") is made and entered into this 15th day of October, 2007, by and between 6849 PARTNERS, L.P. ("Landlord"), a Virginia limited partnership and successor to McLean Commercial Center Partners, L.P. ("MCC Partners"), and DR. WENDY GARSON, an individual; DR. ROBERT JACOBS, an individual; and DR. DUC NGUYEN, an individual (jointly and severally, "Tenant").

#### WITNESSETH:

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

WHEREAS, MCC Partners and Tenant entered into a First Amendment to Deed of Lease dated June 26, 2001 ("First Amendment"), pursuant to which the Lease was extended from July 1, 2001 to June 30, 2004; and

WHEREAS, Landlord and Tenant entered into a Second Amendment to Deed of Lease dated June 30, 2004, pursuant to which the Lease was extended from July 1, 2004 to June 30, 2007; and

WHEREAS, since June 30, 2007, Tenant has occupied the Premises as a hold-over tenant on a month-to-month basis and has paid Rent through September 30, 2007; and

WHEREAS, Landlord and Tenant now wish to extend the Lease for a fixed renewal term;

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 with their first letter capitalized shall have the meaning contained in the Lease unless another definition is provided in this Third Amendment.
3. Renewal Term. The Term of this Third Amendment ("Renewal Term") shall be for thirty six (36) months, commencing on October 1, 2007 ("Commencement Date") and expiring on September 30, 2010 ("Expiration Date").
4. Base Rent. The Base Rent for the Premises, commencing on the Commencement Date, shall be Eighty Five Thousand Five Hundred Ninety Six and no/100 Dollars (\$85,596.00) per year, payable in monthly installments due on the first day of each month. The Base Rent is based upon a rental rate of \$28.00 per square foot of Net Rentable Area per year. The Base Rent shall not be increased during the Renewal Term.
5. Operating Costs. Tenant shall pay its Pro-Rata Share of Building Operating Costs above the Tenant's Base Year. Tenant's Pro-Rata Share is 4.16%. Tenant's Base Year is calendar year 2007.
6. Improvements. Landlord, at Landlord's cost, shall provide the following improvements ("Improvements") in the Premises:
  - Paint the training room with a paint to be selected by Tenant.
  - Furnish and install new ceramic tile (non-slip) in the bathroom within the Premises, color to be selected by Tenant.


- Demolish two offices and construct one partition and add up to four (4) electrical outlets, as shown on Exhibit "A" attached hereto. Furnish and install new carpet to match as closely as possible the existing carpet removed from the demolished offices.
  - Relocate chalkboard from wall of demolished office and furnish and install new vinyl composite tile at a location selected by Tenant. Replace carpet where old vinyl tile is removed.
7. Carpet Cleaning. Landlord shall spot clean the carpet in the Premises one time per each twelve (12) months during the Renewal Term. Landlord shall employ Poseidon Carpet Cleaning or another similar cleaning company if Poseidon is not in business.
8. Ratification. Landlord and Tenant each hereby ratify and confirm the terms of the Lease except to the extent modified by this First Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed or caused this First Amendment to be executed by their duly authorized representatives as of the latest of the dates of execution set forth below, which latest date shall be inserted on page 1 hereof.


LANDLORD:

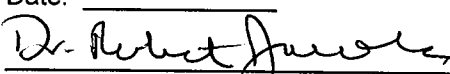
6849 PARTNERS, L.P.  
A Virginia limited partnership


By: 6849, Inc., General Partner

By:   
Name: Scott A. Stupay  
Title: President  
Date: 10/15/07

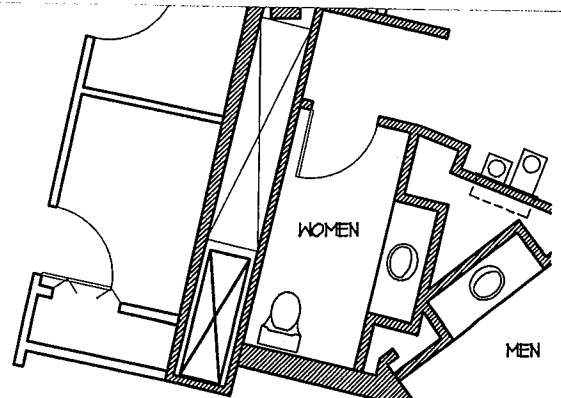
TENANT:

  
DR. WENDY GARSON, an individual  
Date: \_\_\_\_\_

  
DR. ROBERT JACOBS, an individual  
Date: \_\_\_\_\_

  
DR. DUC NGUYEN, an individual  
Date: 10/13/07

DRS. GARSON & JACOBS - SUITE 300



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

2830 GRAHAM ROAD, SUITE 240  
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TEL. 703.204.9550 FAX. 703.204.9553

DRS. GARSON & JACOBS  
MCLEAN COMMERCIAL CENTER,  
SUITE 300  
6849 OLD DAMINION DR.  
MCLEAN, VIRGINIA 22101

DATE: 05/22/2001

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

DWG TITLE:

REF. DWG:

PROJECT #  
011-01-03-10