

FIRST AMENDMENT TO OFFICE LEASE

THIS FIRST AMENDMENT TO OFFICE LEASE ("First Amendment") is made as of Sept 28th, 2016, by and between JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company ("Landlord") and THE STUDYPRO, LLC, a Virginia limited liability company ("Tenant").

WITNESSETH:

WHEREAS, by that certain Office Lease dated May 5, 2016 (the "Lease"), Landlord leased to Tenant, and Tenant leased from Landlord, certain premises known as Suite 200 (the "Premises") on the second floor of the building located at 6849 Old Dominion Drive, McLean, Virginia (the "Building"), upon the terms and conditions set forth in the Lease;

WHEREAS, the Lease described the Premises as comprising Three Thousand Nine Hundred Forty-One (3,941) rentable square feet;

WHEREAS, Landlord and Tenant have determined that the Premises actually consist of Four Thousand One Hundred Twenty-Seven (4,127) rentable square feet; and

WHEREAS, Landlord and Tenant wish to amend the Lease in order to (i) increase the amount of rentable square feet in the Premises, and (ii) otherwise amend and modify the Lease, all 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. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.
2. Premises Rentable Square Feet. Landlord and Tenant agree and acknowledge that, notwithstanding anything contained in the Lease to the contrary, the Premises comprising Four Thousand One Hundred Twenty-Seven (4,127) rentable square feet.
3. Calculation of Certain Amounts under Lease. Landlord and Tenant agree and acknowledge that, notwithstanding the change to the amount of rentable square feet of the Premises pursuant to Paragraph 2 hereof, all calculations made under the Lease based on the rentable square feet of the Premises, including, without limitation, calculations of Base Rent, Tenant's Share of Increased Operating Expenses, Tenant's Share of Increased Real Estate Tax Expenses, and the Tenant Allowance, shall be made as if the Premises comprise Three Thousand Nine Hundred Forty-One (3,941) rentable square feet.
4. Premises Plan. Exhibit A attached to the Lease is hereby deleted in its entirety, and Exhibit A attached hereto is inserted into the Lease in lieu thereof.


IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Office Lease under seal 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: 
Name: Roxana B. Peters

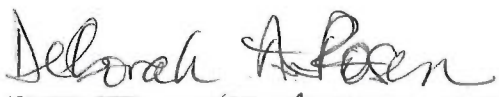
By: 
Name: Steve Bonacci
Its: Authorized Signatory

WITNESS:

TENANT:

THE STUDYPRO, LLC, a Virginia limited
liability company


By: 
Name: CRISTY PELEON

By: 
Name: Deborah A. Rosen
Its: Co-Owner

WITNESS:

GUARANTOR:

By: 
Name: Calem

By: 
DEBORAH ROSEN, an individual

By: 
Name: Calem


By: 
MORDECAI ROSEN, an individual

EXHIBIT A
PREMISES PLAN

