

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “**Amendment**”) is made and entered into as of March 21, 2022 (the “**Effective Date**”), by and between **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company (“**Landlord**”), and **EJJ HOLDINGS LLC**, a Virginia limited liability company doing business as Celebree School of Reston (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord is the landlord and Tenant is the tenant under that certain Lease dated as of April 12, 2021 (the “**Lease**”) for certain premises (the “**Premises**”) deemed to comprise 13,544 rentable square feet located on the first (1st) floor of the building (the “**Building**”) commonly known as Sunset Corporate Plaza II and located at 11109 Sunset Hills Road, Reston, Virginia 20190; and

WHEREAS, Tenant desires to use an area of the entrance hallway of the Building as a “welcome center” and Landlord is willing to permit such use, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meaning as provided in the Lease.

2. **Welcome Center Area.**

a. As of the Effective Date, Landlord hereby grants to Tenant a license to use an area consisting of approximately twenty-four (24) square feet located in the entrance hallway of the Building, as indicated on **Exhibit A** attached hereto (the “**Welcome Center Area**”), in a manner approved by Landlord and in accordance with all Laws, provided that (i) Tenant uses such Welcome Center Area for the sole purpose of manning a desk to welcome and provide information to current and prospective students and their parents with respect to the school operated in the Premises, (ii) the exact location of the desk shall be approved by Landlord, and such desk must be small enough to permit unobstructed ingress and egress through the rear hallway, and (iii) the Welcome Center Area is used by Tenant only during those hours as Tenant is open for business pursuant to the terms of this Lease. Tenant shall have the right to install, at Tenant’s sole cost and expense, one electrical outlet in the Welcome Center Area in a location to be approved by Landlord.

b. The parties agree that the use by Tenant of, and the exact location of, the Welcome Center Area shall be subject to the approvals of all applicable governmental and/or quasi-governmental authorities having jurisdiction over the Project and all third parties (if any) with approval rights, and Landlord shall, in its sole discretion and at any time during the Term of the Lease, have the right to change the location or configuration of the Welcome Center Area. Although the Welcome Center Area is not included in the Premises, Tenant’s insurance and indemnity obligations shall be applicable to the Welcome Center Area as if part of the Premises. It is understood that the Welcome Center Area shall not be included in the rentable square feet of the Premises for the purpose of calculating any item of Rent based upon the rentable square feet of the Premises. At the expiration or earlier termination of this Lease, Tenant shall remove the desk and any other personal property and shall restore the Welcome Center Area to the same condition as existed prior to the Effective Date.

c. Tenant's right to use the Welcome Center Area as provided herein shall commence on the Effective Date and continue until the Termination Date; provided, however, that Landlord shall have the right, in Landlord's sole discretion, to terminate Tenant's use of the Welcome Center Area at any time upon not less than fourteen (14) days prior written notice.

3. **Brokers.** Each of Landlord and Tenant hereby represents and warrants to the other party hereto that the representing party has not dealt with any broker, agent, or finder in connection with this Amendment. Each party agrees to indemnify, defend, and hold harmless the other from and against any and all claims, damages, judgments, liabilities, liens, proceedings, costs, and expenses (including, without limitation, court costs and reasonable attorneys' fees) arising from any claims or demands of any broker, agent, or finder made in connection with this transaction and arises out of conversations or dealings between such party and any claiming broker. This Section 3 shall survive the expiration date or earlier termination of the Lease.

4. **Miscellaneous.**

a. Tenant hereby certifies and acknowledges that, as of the Effective Date hereof and to Tenant's knowledge, (i) Landlord is not in default in any respect under the Lease, (ii) Tenant does not have any defenses to its obligations under the Lease, (iii) Tenant is not in default of any of its obligations under the Lease, and (iv) the Lease is valid, binding, and enforceable in accordance with its terms.

b. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein.

c. Interpretation of this Amendment shall be governed by the laws of the Commonwealth of Virginia.

d. Each party to this Amendment represents that its signatory has the authority to execute and deliver the same on behalf of the party for which such signatory is acting.

e. This Amendment shall not be binding until executed and delivered by both parties. This Amendment may not be amended except in writing signed by both parties.

f. Signatures to this Amendment transmitted by electronic means shall be valid and effective to bind the party so signing.

g. This Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

h. From and after the Effective Date hereof, all references to the term "Lease" or words of similar import that are contained in the Lease and any amendments or modifications thereto, shall hereinafter refer to the Lease as modified by this Amendment.

i. Except as set forth in this Amendment, the terms, covenants, conditions, and agreements of the Lease shall remain unmodified and otherwise in full force and effect. In the event of any inconsistency between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall govern and control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date first above written.

LANDLORD:

PRIII SUNSET HILLS VIRGINIA LLC, a
Delaware limited liability company

By: **Penzance Management LLC**, a Delaware limited liability
company, property management agent for Landlord

DocuSigned by:
By: Michael Lefkowitz
Name: Michael Lefkowitz
Title: Authorized Signatory

TENANT:

EJJ HOLDINGS LLC, a Virginia limited liability company
dba Celebree School of Reston

By: [Signature]
Name: Edward Johnson
Title: Owner/operator

CONSENT AND AGREEMENT OF GUARANTOR

(Principals)

The undersigned hereby consents to the foregoing First Amendment and acknowledges and agrees that the existing Guaranty of Lease dated April 12, 2021, delivered by the undersigned with respect to the Lease remains in full force and effect with respect to the Lease as modified by this First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Agreement of Guarantor as of the date of this First Amendment.



EDWARD JOHNSON



JOSEPHINE JOHNSON

03/14/2022

CONSENT AND AGREEMENT OF GUARANTOR
(Franchisor)

The undersigned hereby consents to the foregoing First Amendment and acknowledges and agrees that the existing Guaranty of Lease dated April 12, 2021, delivered by the undersigned with respect to the Lease remains in full force and effect with respect to the Lease as modified by this First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Agreement of Guarantor as of the date of this First Amendment.

CELEBREE ENTERPRISES LLC, a
Maryland limited liability company

By: 

Name: 

Title: President / CEO

EXHIBIT A

