

SECOND AMENDMENT TO OFFICE LEASE

THIS SECOND AMENDMENT TO OFFICE LEASE ("Second Amendment") is made as of the 31st day of March, 2021 ("Effective Date"), between **SIP/CREF 6849 OLD DOMINION, LLC**, a Delaware limited liability company ("Landlord"), successor-in-interest to JBG/Old Dominion Office. L.L.C., and **THE STUDYPRO, LLC**, a Virginia limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant are parties to that certain Office Lease dated May 15, 2016, as amended by that First Amendment to Office Lease dated September 28, 2016 (the "Lease"), whereby Tenant leased certain premises (the "Premises") known as Suite 200, on the second (2nd) 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 Term expires on January 31, 2022 and Landlord and Tenant wish to extend the Term for an additional twelve (12) month period, upon the terms and conditions set forth in this Second Amendment, 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 in this Second Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. **Extension of Term.** The Term is hereby extended and revised so that the expiration date will be January 31, 2023 ("Revised Expiration Date"), unless earlier terminated pursuant to the provisions of the Lease or pursuant to law.

3. **Monthly Base Rent.** Commencing on February 1, 2022 and continuing through the Revised Expiration Date, Tenant covenants and agrees that Tenant shall pay to Landlord Base Rent for the Premises, in advance, without setoff, deduction or demand, on the first (1st) day of each calendar month through the last day of the calendar month in which the Revised Expiration Date occurs, in the sum of Twelve Thousand Five Hundred Sixty-Five and 22/100 Dollars (\$12,565.22) per month as Monthly Base Rent. Notwithstanding the foregoing, so long as Tenant is not in default under the Lease beyond any applicable notice and cure periods, Landlord shall abate the full Monthly Base Rent due for February 2022.

4. **Increased Operating Expenses and Real Estate Tax Expenses.** For all periods through the Revised Expiration Date, Tenant shall continue to pay to Landlord Tenant's Share of Increased Operating Expenses and Real Estate Tax Expenses in accordance with the terms and conditions of the Lease.

5. Condition. Tenant acknowledges that it has been in occupancy of the Premises prior to the Effective Date and accepts the Premises in its "as-is" condition as of the Effective Date. Landlord shall have no obligation to make any improvements or alterations in the Premises.

6. Brokers. Landlord and Tenant each hereby represent and warrant that, in connection herewith, each did not retain, consult or deal with any broker or real estate agent, salesperson or finder in connection with this Second Amendment other than Avison Young ("Landlord's Agent") and The Tenant Agency ("Tenant's Agent"). Landlord shall pay Landlord's Agent and Tenant's Agent a commission, if any such commission is due, pursuant to separate agreements between Landlord's Agent and Landlord and Tenant's Agent and Landlord. Landlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Landlord harmless, from and against any claim or claims for broker or other commission arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.

7. Ratification. Except as expressly modified by this Second Amendment, all terms and provisions of the Lease shall remain in full force and effect.

8. Execution; Counterparts and Electronic Signatures. This Second Amendment may be executed in two or more counterpart copies and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. In addition, the parties further acknowledge and agree that notwithstanding any law or presumption to the contrary, it is the express intention of the parties that an electronic or telefaxed signature of either party or of any witness on this Second Amendment shall be deemed valid and binding as if the same were an original ink signature of such party or witness on this Second Amendment and shall be admissible in any proceeding by either party against the other as if the same were an original ink signature on this Second Amendment.


9. Successors; Governing Law. This Second Amendment shall be (a) binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and (b) governed by and construed in accordance with the laws of the Commonwealth of Virginia.

10. Due Authority. Landlord and Tenant represent and warrant to each other that the person signing this Second Amendment on its behalf has the requisite authority and power to execute this Second Amendment and to thereby bind the party on whose behalf it is being signed.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment to Office Lease as of the day and year first hereinabove written.

WITNESS:



LANDLORD:

**SIP / CREF 6849 OLD DOMINION LLC,
a Delaware limited liability company**

By: SIP 6849 OLD DOMINION LLC
a Maryland limited liability company,
its Manager

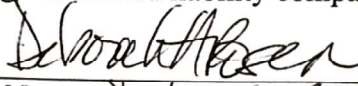
By:  (SEAL)
Name: John H. Stewart, Manager

WITNESS:



TENANT:

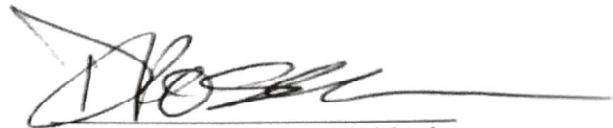
**THE STUDYPRO, LLC,
a Virginia limited liability company**

By:  (SEAL)
Name: Deborah Rosen
Title: Founder/Owner

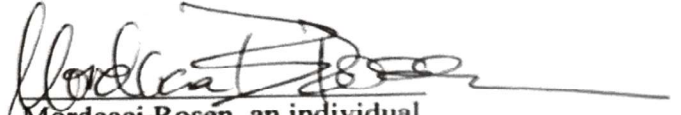
CONSENT OF GUARANTOR

The undersigned, being the Guarantors pursuant to that certain Guaranty of Lease dated _____, 2016, and executed and delivered by the Guarantor to Landlord (the "Guaranty"), hereby acknowledge and consent to the foregoing Second Amendment to Office Lease ("Second Agreement") and agree (i) that the Guaranty will not be impaired, limited or otherwise adversely affected by the Second Amendment; (ii) that the Guaranty is and will remain in full force and effect in accordance with its terms; (iii) that the Guaranty is hereby ratified and confirmed; and (iv) that the undersigned are and will continue to remain bound by the Guaranty.

GUARANTOR:



Deborah Rosen, an individual



Mordecai Rosen, an individual

Mordecai