

THIRD AMENDMENT TO OFFICE LEASE

THIS THIRD AMENDMENT TO OFFICE LEASE (this “Third Amendment”) is made as of the 28th day of September 2022 (the “Effective Date”), between **SIP/CREF 6849 OLD DOMINION, LLC**, a Delaware limited liability company (“Landlord”), and **THE STUDYPRO, LLC**, a Virginia limited liability company (“Tenant”).

WITNESSETH:

WHEREAS, JBG/Old Dominion Office. L.L.C. (“Original Landlord”) and Tenant entered into that certain Office Lease dated May 15, 2016 (the “Original Lease”), as amended by that First Amendment to Office Lease dated September 28, 2016 (the “First Amendment”) and that Second Amendment to Office Lease dated as of March 31, 2021 (the “Second Amendment”) and supplemented by that Reserved Parking Agreement dated May 20, 2019 (the “Parking Agreement”) and that Monument Signage Agreement dated October 8, 2020 (the “Signage Agreement” and collectively with the Original Lease, First Amendment, Second Amendment, and Parking Agreement, the “Existing Lease”), whereby Tenant leases certain premises consisting of 4,127 rentable square feet of space, designated as Suite 200, on the second (2nd) floor (the “Premises”) of the building having an address of 6849 Old Dominion Drive, McLean, Virginia (the “Building”), as more particularly set forth in the Existing Lease;

WHEREAS, Landlord is the successor-in-interest to the Original Landlord;

WHEREAS, the Term expires on January 31, 2023;

WHEREAS, Landlord and Tenant have agreed to extend the Term for an additional period of two (2) years and six (6) months; and

WHEREAS, the parties desire to confirm in writing the terms and conditions of the extension of the Term and make certain other modifications to the Lease, 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. Recitals; Capitalized Terms. The foregoing recitals are incorporated herein by reference. Capitalized and defined terms used in this Third Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Existing Lease unless the context clearly requires otherwise. The Existing Lease, together with this Amendment, is collectively defined as the "Lease."

2. Extension of Term. The Term is hereby extended for an additional period of two (2) years and six (6) months (the “Extended Term”), commencing on February 1, 2023 (the “Extended Term Commencement Date”) and expiring at midnight on July 31, 2025 (the

“Extended Term Expiration Date”). Tenant shall have no further right or option to extend the Term beyond the Extended Term Expiration Date, except as set forth in Section 11 of this Amendment. All references in the Existing Lease, as amended by this Amendment, to the “Lease Term,” “Term” or “term” shall include the original term through the Extended Term.

3. Monthly Base Rent. Tenant covenants and agrees that commencing on February 1, 2023 and continuing throughout the Extended Term, 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, the following applicable amounts:

| Period | Annual Rate Per Rentable Square Foot | Annual Base Rent | Monthly Base Rent |
|---------------------|---|---------------------------|--------------------------|
| 02/01/23 – 01/31/24 | \$37.45 | \$154,556.15 | \$12,879.68* |
| 02/01/24 – 01/31/25 | \$38.39 | \$158,435.53 | \$13,202.96* |
| 02/01/25 – 07/31/25 | \$39.35 | \$162,397.45 ⁺ | \$13,533.12* |

⁺Annualized based on a full Lease Year.

* Notwithstanding anything to the contrary contained herein, provided no event of Default (as defined in Section 19 of the Existing Lease) shall then exist beyond the expiration of any applicable notice and cure period, Landlord hereby grants to Tenant abatement of Monthly Base Rent (the “Abated Base Rent”) for the following three (3) full calendar months of the Extended Term: (i) July 2023, (ii) July 2024, and (iii) July 2025 (the foregoing (i), (ii), and (iii) are each hereinafter referred to as a “Rent Abatement Period” and collectively as the “Rent Abatement Periods”). During each Rent Abatement Period, Tenant shall be required to perform all of Tenant’s obligations under this Lease, except as expressly aforesaid (including, but not limited to, the payment of all additional rent). In the event of a termination of this Lease by Landlord based upon a Default, the unamortized amount of Abated Base Rent (based upon a fraction the numerator of which is the portion of the Term remaining as of the date of such termination [in the absence of such termination] and the denominator of which is the number of months in the full Term less the number of months [or portion thereof] of the Rent Abatement Periods which would have otherwise been due and payable) shall become due and payable and any remaining abatement of Monthly Base Rent shall be of no force or effect. The payment by Tenant of the unamortized portion of the Abated Base Rent due to a Default shall not limit or affect any of Landlord’s other rights, pursuant to the Lease or at law or in equity.

4. Increased Operating Expenses and Real Estate Tax Expenses. Commencing on February 1, 2023 and continuing throughout the Extended Term, 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; provided, however, notwithstanding anything to the contrary contained in Sections 1.H and 1.I of the Existing Lease, the Operating Expense Base Year and the Real Estate Tax Expenses Base Year shall be reset to calendar year 2023.

5. Occupancy Adjustment.

a. Operating Expenses. Notwithstanding anything to the contrary contained in Section 1.BB of the Existing Lease, if the Building is not at least one hundred percent (100%) occupied during the Operating Expense Base Year (as defined in Section 4 of this Third Amendment) or if Landlord is not supplying services to at least one hundred percent (100%) of the total rentable area of the Building at any time during the Operating Expense Base Year, actual Operating Expenses for purposes hereof shall be determined as if the Building had been one hundred percent (100%) occupied and Landlord had been supplying services to one hundred percent (100%) of the rentable area of the Building during such year. Any necessary extrapolation of Operating Expenses under this Section shall be performed by adjusting the cost of those components of Operating Expenses that are impacted by changes in the occupancy of the Building to the cost that would have been incurred if the Building had been one hundred percent (100%) occupied and Landlord had been supplying services to one hundred percent (100%) of the rentable area of the Building; it being understood that the annual statement submitted to Tenant shall provide a reasonably detailed description of how the Operating Expenses were extrapolated for the Operating Expense Base Year and that only those component expenses that are affected by variations in occupancy levels (including, without limitation, electricity, janitorial services and management fees) shall be so adjusted.

b. Real Estate Taxes. Notwithstanding anything to the contrary contained in the Existing Lease, in determining the Real Estate Taxes for the Real Estate Tax Expenses Base Year (as defined in Section 4 of this Third Amendment), the Real Estate Taxes for the Building shall be reasonably adjusted to reflect a fully-occupied and fully-assessed value.

6. Condition of Premises. Tenant acknowledges that it has been in occupancy of the Premises prior to the Effective Date and accepts the Premises for the Extended Term in their "as-is" condition as of the Extended Term Commencement Date, without representation or warranty by Landlord, and without any obligation of Landlord to make any improvements or alterations or perform any other work in the Premises.

7. Reserved Parking Fee; Monument Signage Fee.

a. Reserved Parking Fee. During the Extended Term, Tenant shall continue to pay as the Reserved Parking Fee the then-prevailing monthly rate established by Landlord from time-to-time for use of the two (2) reserved parking spaces as provided in the Parking Agreement, which is currently One Hundred and 00/100 Dollars (\$100.00) per month per reserved space; provided, however, the Reserved Parking Fee shall abate for a period for six (6) full successive calendar months, commencing on the Extended Term Commencement Date.

b. Monument Signage Fee. During the Extended Term, Tenant shall continue to pay as the Monument Signage Fee the then-prevailing monthly rate established by Landlord from time-to-time for Tenant's panel on the monument sign located at the Building pursuant to the Signage Agreement, which is currently Three Hundred and 00/100 Dollars (\$300.00) per month; provided, however, the Monument Signage Fee shall abate for a period for six (6) full successive calendar months, commencing on the Extended Term Commencement Date.

8. Building Hours; Tenant Access to the Premises.

a. Building Hours. As of the Effective Date, Section 1.O of the Existing Lease is hereby deleted in its entirety and replaced with the following:

“O. Building Hours: 7:00 a.m. to 8:00 p.m., Monday through Thursday; 7:00 a.m. to 5:00 p.m. on Friday (excluding Holidays); and 9:00 a.m. to 1:00 p.m. on Saturday (excluding Holidays), and such other hours, if any, as Landlord from time to time reasonably determines.”

b. Tenant Access to the Premises. During the Extended Term, subject to any Landlord-reserved rights under the Existing Lease, Tenant shall continue to have access to the Premises and the Building twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year.

9. Electronic Building Access. In order to accommodate Tenant’s business activities occurring outside of standard Building Hours, Landlord shall, prior to the Extended Term Commencement Date, upgrade the existing Building access system to permit Tenant to control visitor access to the Building and elevator service to the second (2nd) floor of the Building via smartphone application and/or an enhanced callbox. In addition, Landlord shall provide Tenant, at no cost to Tenant, up to ten (10) additional Datawatch access cards which Tenant may distribute to and collect from guests on a daily basis or as needed to accommodate additional visitors. Tenant shall be solely responsible for any visitors and invitees granted access to the Building in accordance with this Section 9 and shall indemnify, defend and hold harmless Landlord and its members, officers, directors, partners, managers, employees, agents, lenders, successors and assigns from and against all claims, injury, damage, loss or expenses (including reasonable attorneys’ fees and court costs) arising out of, or relating to, such access given to visitors or invitees by Tenant. In the event Tenant requires more than ten (10) additional Datawatch access cards, Tenant may purchase additional cards in an amount not to exceed Landlord’s actual and direct costs for procuring said access cards.

10. Overtime HVAC. Notwithstanding anything to the contrary contained in Section 12.A(2) of the Existing Lease, as of the date of this Third Amendment, and subject to future increases, the standard charge for after-hours HVAC is Fifty and 00/100 Dollars (\$50.00) per hour (the “Overtime HVAC Charge”). To the extent such after-hours HVAC service is requested by other tenants utilizing the same Building systems at hours also requested by Tenant, then any such Overtime HVAC Charge shall be apportioned to all such tenants (including Tenant) on a pro rata basis based on the number of rentable square feet contained in such tenants’ respective premises.

11. Option to Extend. Provided that (i) Tenant is the tenant in occupancy of the entire Premises and has not sublet, assigned or otherwise transferred its interest in the Lease or the Premises, except to Tenant’s Affiliate pursuant to Section 23.F of the Original Lease, and (ii) no event exists at the time of the exercise of such option or arises subsequent thereto, which event by notice and/or the passage of time would constitute a Default under the Lease if not cured within the applicable cure period, Tenant shall have the right, at Tenant’s sole option, to extend

the Term for an additional period of three (3) years (the “Extension Term”), subject to the following terms and conditions:

A. Such option to extend shall be exercised by Tenant delivering written notice (the “Exercise Notice”) to Landlord at least nine (9) months, but no more than fifteen (15) months, prior to the Extended Term Expiration Date, time being of the essence.

B. Such Extension Term shall be upon the same terms, covenants and conditions as set forth in the Existing Lease, as modified by this Third Amendment, including without limitation the provisions requiring payment of Tenant’s Share of Increased Operating Expenses, Tenant’s Share of Increased Real Estate Tax Expenses, and any other Additional Rent payable by Tenant, except that (i) Tenant shall be limited to only one such Extension Term, (ii) Landlord shall not be obligated to perform any alterations, improvements or work for the Building or Premises or any other space leased by Tenant hereunder with respect to or during the Extension Term, (iii) Tenant shall not be entitled to any allowances, rent waivers, rent credits or other concessions with respect to the Extension Term, except that Tenant shall be entitled to abatement of (a) Base Monthly rent for the following three (3) full calendar months of the Extension Term: (I) July 2026, (II) July 2027, and (III) July 2028, (b) the Monthly Parking Charge (as provided in Section 7.a of this Third Amendment) for a period of six (6) full calendar months commencing on the first day of the Extension Term; and (c) the Monument Sign Charge (as provided in Section 7.b of this Third Amendment) for a period of six (6) full calendar months commencing on the first day of the Extension Term, which rent abatement shall be subject to the terms and conditions (other than the item to be abated and period of such abatement) of the rent abatement set forth in Section 3 of this Third Amendment (iv) no broker, agent or finder engaged by Tenant other than Tenant’s Agent, shall be entitled to any leasing commission from Landlord with respect to the Extension Term, and (v) and Monthly Base Rent during the Extension Term shall be payable as set forth below:

| Period | Annual Rate Per Rentable Square Foot | Annual Base Rent | Monthly Base Rent |
|---------------------|---|---------------------------|--------------------------|
| 08/01/25 – 01/31/26 | \$39.35 | \$164,873.65 ⁺ | \$13,739.47* |
| 02/01/26 – 01/31/27 | \$40.33 | \$166,441.91 | \$13,870.16 |
| 02/01/27 – 01/31/28 | \$41.34 | \$170,610.18 | \$14,217.52 |
| 02/01/28 – 07/31/28 | \$42.37 | \$174,860.99 ⁺ | \$14,571.75 |

*Subject to rent abatement as set forth in Section 11.B(iii)(a) above.

⁺Annualized based on a full Lease Year.

C. Notwithstanding anything to the contrary contained herein, provided all of the conditions set forth in paragraph A above have been met, Tenant shall have the right to deliver with the Exercise Notice a request for Landlord’s consent to modify the duration of the Extension Term from an additional period of three (3) years as provided in paragraph A above to an additional period of five (5) years (the “5-Year Extension Term”). Within ten (10) business days of Landlord’s receipt of the Exercise Notice containing such request, Landlord shall provide to Tenant written notice (the “Landlord Response”) advising whether it accepts or rejects Tenant’s request for a 5-Year Extension Term. In the event Landlord accepts Tenant’s request for a 5-Year Extension Term, all of the terms set forth in paragraph B shall apply to the 5-Year

Extension Term, except that Monthly Base Rent during the 5-Year Extension Term shall be payable as set forth below:

| Period | Annual Rate Per Rentable Square Foot | Annual Base Rent | Monthly Base Rent |
|---------------------|---|---------------------------|--------------------------|
| 08/01/28 – 01/31/29 | \$39.35 | \$164,873.65 ⁺ | \$13,739.47* |
| 02/01/29 – 01/31/30 | \$40.33 | \$166,441.91 | \$13,870.16 |
| 02/01/30 – 01/31/31 | \$41.34 | \$170,610.18 | \$14,217.52 |
| 02/01/31 – 01/31/32 | \$42.37 | \$174,860.99 | \$14,571.75 |
| 02/01/32 – 01/31/33 | \$43.43 | \$179,235.61 | \$14,936.30 |
| 02/01/33 – 07/31/33 | \$44.51 | \$183,692.77 ⁺ | \$15,307.73 |

*Subject to rent abatement as set forth in Section 11.B(iii)(a) above.

⁺Annualized based on a full Lease Year.

In the event that Landlord rejects Tenant's request for a 5-Year Extension Term, Tenant shall then have the option, exercisable by delivery of written notice to Landlord within five (5) business days after receipt of Landlord's Response, to either (i) proceed with the original three (3) year Extension Term or (ii) rescind Tenant's Exercise Notice and allow the Lease to expire on the Extended Term Expiration Date.

D. Landlord and Tenant shall enter into an Amendment to Lease on Landlord's standard form no less than three (3) months prior to the expiration of the Extended Term evidencing (i) the Tenant's exercise of its option as provided in this Section 11, (ii) the duration of the Extension Term as determined in accordance with this Section 11, (iii) the applicable Monthly Base Rent, and (iv) any other relevant amendment to the Lease at such time.

E. If such option is not timely exercised in the manner prescribed herein, Tenant's right to extend the Term as provided herein shall expire and the Lease shall terminate on the Extended Term Expiration Date.

12. 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 Third Amendment other than Avison Young Washington DC, LLC ("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.

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

14. Execution; Counterparts and Electronic Signatures. This Third 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 this Third Amendment may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (1) to the extent a party signs this Third Amendment using electronic signature technology, by clicking "SIGN", such party is signing this Third Amendment electronically, and (2) the electronic signatures appearing on this Third Amendment shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

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

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

17. Tenant Certification. Tenant certifies to Landlord that the Lease is in full force and effect, that to Tenant's actual knowledge Landlord is not in default or breach of any of Landlord's obligations under the Lease, and that Tenant is unaware of any condition or circumstance which, but for the passage of time or delivery of notice, would constitute an event of default under the Lease.

18. Entire Agreement. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Third Amendment, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Third Amendment. All understandings and agreements heretofore made between the parties pertaining to the Existing Lease and this Third Amendment are merged into this Third Amendment which alone fully and completely expresses the agreement of the parties, neither party relying upon any statement or representation not embodied in this Third Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Third 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 and Co-Owner

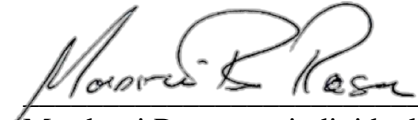
CONSENT OF GUARANTORS

The undersigned, being the Guarantors of the Lease pursuant to that certain Guaranty of Lease dated May 5, 2016, and executed and delivered by the Guarantors to Landlord (the "Guaranty"), hereby acknowledge and consent to the foregoing Third Amendment to Office Lease ("Third Agreement") and agree (i) that the Guaranty will not be impaired, limited or otherwise adversely affected by the Third 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 be bound by the Guaranty.

GUARANTORS:



Deborah Rosen, an individual



Mordechai Rosen, an individual