

**FIRST AMENDMENT TO LEASE AGREEMENT**

This FIRST AMENDMENT TO LEASE AGREEMENT (“First Amendment”), dated as of the latter of the two dates accompanying the signatures below, but effective as of July 1, 2019 (“Effective Date”), is made and entered into by and between **THE CATHOLIC BISHOP OF CHICAGO**, an Illinois corporation sole (“Landlord”) and **CAMELOT ALT ED-ILLINOIS, LLC**, an Illinois limited liability company (“Tenant”).

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain LEASE AGREEMENT, dated October 22, 2014, but effective as of October 1, 2014 (the “Lease”) for School I, located at 7014 S. Washtenaw Avenue, and for School II located at 7050 S. Washtenaw Avenue, as further described in the Lease (collectively, the “Premises”);

WHEREAS, Landlord and Tenant now desire to extend the Term, amend the Premises, and otherwise amend the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree that the Lease shall be and hereby is amended as follows:

1. **TERM.** The Term of the Lease shall be and hereby is extended from July 1, 2019 (“First Extension Commencement Date”) through June 30, 2024 (“First Extension Expiration Date”) (collectively “First Extension Term”), subject to all of the terms, conditions, covenants, and agreements contained in the Lease as amended herein. The First Extension Term shall be deemed to mean the Term for all the purposes of the Lease. Section 2(b) of the Lease is hereby deleted in its entirety.
  
2. **REDUCTION IN AREA OF THE PREMISES.** As of the Effective Date (“Reduction Date”), the Lease is amended so that the Premises demised thereunder shall exclude from the Premises presently under Lease, School I. On or before the Reduction Date, Tenant shall vacate and relinquish possession of the School I to Landlord in accordance with the terms of the Lease, including but not limited to Section 9 and Section 28. Tenant hereby releases Landlord from any and all claims which may arise and which in any way relate to Landlord retaking possession of School I. Tenant shall pay all Rent and perform all its obligations under the Lease with respect to School I through the date such space is returned to Landlord in accordance with the provisions hereof. Notwithstanding the foregoing, the terms and conditions of the Lease that expressly survive expiration or termination of the Term shall continue to apply to Tenant’s use and occupancy of School I prior to the Reduction Date. From and after the Reduction Date, the Premises under the Lease shall consist solely of School II.
  
3. **RENT.** Tenant shall pay Base Rent during the First Extension Term as follows:

<u>Period</u>	<u>Period Amount</u>	<u>Monthly Amount</u>
7/1/2019 – 6/30/2020	\$113,956.88	\$9,496.41
7/1/2020– 6/30/2021	\$113,956.88	\$9,496.41
7/1/2021 – 6/30/2022	\$113,956.88	\$9,496.41
7/1/2022 – 6/30/2023	\$116,236.01	\$9,686.33
7/1/2023 – 6/30/2024	\$118,560.73	\$9,880.06

4. **TERMINATION RIGHTS.** Section 2(b), Section 2(c) and Section 2(d) of the Lease are hereby deleted in their entireties. The place holder referenced in Section 19 of the Lease is hereby deleted and replaced with the following in lieu thereof:

“19. **TERMINATION RIGHTS.**

(a) **Landlord’s Termination Right.** Landlord shall have the express right to terminate the Term of this Lease at any time and for any reason or no reason by providing Tenant with written notice in the manner required under the Lease at least ninety (90) days before the anniversary of the Commencement Date in any Lease Year, in which case the Term shall terminate effective as of that anniversary of the Commencement Date that immediately follows such written notice. In the event that Tenant fails to make its payment of Real Property Taxes under Section 5(e) herein, Landlord shall the express right to terminate the Term of this Lease upon thirty (30) days’ written notice to Tenant; provided, however, that Tenant’s obligation to discharge all tax liability resulting from its Use shall continue in accordance with the terms and conditions of the Lease. In the event the Term of the Lease is terminated under this Section, the Lease shall then be cancelled on the date specified in such notice or in otherwise in accordance with this Section, and Tenant shall: (i) deliver the Premises to Landlord on or before such termination date in accordance with the terms and conditions of this Lease the same as if such date were the original expiration date of the Term of the Lease; and (ii) Tenant shall pay to Landlord on or before such termination date all Rent attributable to the Premises through such date.

(b) **Tenant’s Termination Right.** Effective as of first anniversary of the First Extension Commencement Date and not before, and so long as all Work has been completed and paid for in full, Tenant shall have the right to terminate the Term of this Lease upon ninety days (90) days’ advance written notice to Landlord, if and only if: (i) the Chicago Board of Education (“Board”) terminates Tenant’s charter authorizing Tenant to provide the Use to Tenant Group (“Loss of Charter Termination”); or (ii) student enrollment for Tenant’s educational Use exceeds drops below one hundred seventy (170) students (“Termination Benchmark”) (collectively the Loss of Charter Termination and Termination Benchmark is hereinafter referred to as “Tenant’s Termination Right”); provided, however, that Tenant’s Termination Right shall be subject to the following terms and

conditions: (i) Tenant must not be in Default at the time Tenant provides written notice to Landlord as required herein or upon the effective date of such termination; (ii) Tenant must pay all Rent and any other charges due and payable to Landlord under this Lease in a timely manner through the effective termination date of Tenant's Termination Right; (iii) Tenant must deliver the Premises to Landlord on or before such effective termination date in accordance with the terms and conditions of this Lease the same as if such termination date were the original Expiration Date of the Term; (iv) Tenant's Termination Right is personal to the Tenant herein named ("Camelot Alt Ed-Illinois, LLC") and may not be transferred by sublease, assignment, merger or any other means; (v) if Tenant is asserting the Loss of Charter Termination as the reason for termination, then Tenant must provide Landlord with a copy of the Board's termination notice respecting the Board's termination of the charter with Tenant simultaneously with its written notice electing to exercise Tenant's Termination Right; (vi) if Tenant is asserting the Termination Benchmark as the reason for termination, then Tenant must provide Landlord with its written registration records which confirm the Termination Benchmark at the time Tenant delivers its notice to exercise Tenant's Termination Right; and (vii) in the event Tenant exercises Tenant's Termination Right, then as part of the consideration for Landlord entering into this Lease, Tenant covenants and agrees that for the period beginning on the effective termination date of Tenant's Termination Right and ending on the original Expiration Date of the Term hereof, Tenant shall not directly or indirectly lease, use, operate or occupy any new facility for the Use within five (5) miles of the Premises, unless Tenant leases such facility or space from Landlord or an affiliate of Landlord. Tenant acknowledges and agrees that the Landlord will suffer irreparable harm if Tenant breaches its obligations hereunder and that monetary damages shall be inadequate to compensate Landlord for any breach hereof. Accordingly, Tenant agrees that Landlord, in addition to any other rights or remedies it might have, shall have the right to obtain an injunction to enforce the terms of this Section. If any one or more provisions of this Section are held by a court of competent jurisdiction to be invalid or unenforceable, such provision or portion thereof shall be severed from this Lease (or in the court's discretion, be revised to impose a less restrictive condition upon Tenant) and the balance of this Lease shall remain intact in accordance with its terms and conditions. In the event Tenant chooses not to renew its charter, Tenant's Termination Right shall not apply."

5. **ELECTRIC & GAS; FORMER PREMISES.** Subsection 5(a)(i) and Subsection 5(b)(i) of the Lease are hereby deleted in their entirety.
6. **REAL PROPERTY TAX DEPOSIT.** Section 5(e)(iv) of the Lease Agreement is hereby replaced with the following:

"Landlord and Tenant acknowledge and agree that Real Property Taxes paid in any Lease Year reflect the tax obligations due and payable for the previous Lease Year, or some portion thereof, and Tenant's obligation to pay all Real

Property Taxes shall extend beyond the expiration or earlier termination of the Term to the extent such taxes were assessed during the Term while Tenant was in possession of School I and School II. On or before the First Extension Commencement Date, Tenant shall deposit with Landlord the amount of Forty Thousand and 00/100 Dollars (\$40,000.00), which shall be used solely to discharge Tenant’s Real Property Taxes obligations which are billed during the Term or after the Expiration Date of the Term (“Real Property Tax Deposit”). The Real Property Tax Deposit shall be placed in a reserve bank account separate from Landlord's other funds to be used for the sole use of discharging, in whole or in part, any of Tenant's unpaid obligations respecting Real Property Taxes to the extent Tenant has not timely discharged all such obligations. In the event Tenant timely discharges all Real Property Tax obligations which accrued during the Term but which are billed after the expiration or termination thereof, Landlord shall return the Real Property Tax Deposit in full no later than twelve (12) months following the expiration or termination of the Lease. In the event Tenant timely discharges a portion of its Real Property Tax obligations, but not all, and Landlord must use a portion of the Real Property Tax Deposit to discharge the remainder of Tenant’s Real Property Tax obligation, Landlord shall return to Tenant the portion of the Real Property Tax Deposit not used to discharge such remaining obligations. Landlord’s use, application or retention of any amounts of the Real Property Tax Deposit shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by law and shall not operate as a limitation upon any recovery to which Landlord may be entitled. Tenant acknowledges and agrees that the Real Property Taxes actually due and owing may exceed the amount of the Real Property Tax Deposit, and Tenant hereby warrants and certifies that any Real Property Taxes which remain due and owing after any necessary application of the Real Property Tax Deposit shall be the sole and continuing obligation of Tenant. In no event shall Tenant have any responsibility for the payment of any Real Property Taxes that are imposed for any period prior to the Commencement Date or following the expiration or sooner termination of the Term, unless Tenant remains in possession of the Premises beyond such date.

7. **NOTICE.** Section 29 of the Lease is hereby replaced with the following:

“(a) All notices, demands, consents and submissions to be made or given pursuant to this Lease shall be in writing and shall be deemed properly served if delivered by hand, or if mailed, postage prepaid, by United States certified or registered mail, return receipt requested, or if sent by a nationally recognized overnight courier, proof of delivery required, to the following addresses or to such other address or addressee as either party may give to the other in writing:

*If to Landlord, then to:*

*If to Tenant, then to:*

Archdiocese of Chicago  
835 N. Rush Street

Camelot Education  
11629 Manchaca Road

Chicago, Illinois 60611-2030  
Attention: Real Estate Office

Suit B  
Austin, Texas 78745  
Attention: CFO

*With a copy to:*

Mary, Mother of Mercy  
7114 S. Hamlin Avenue  
Chicago, Illinois 60629  
Attention: Pastor

*With a copy to:*

Camelot Alt Ed-Illinois, LLC  
208 S. LaSalle Street, Suite 814  
Chicago, Illinois 60604  
Attention: Registered Agent

*With a copy to:*

Archdiocese of Chicago  
835 N. Rush Street  
Chicago, Illinois 60611-2030  
Attention: Office of Legal Services

(b) Notwithstanding the foregoing, if Landlord is unable to serve any such notice or demand as provided above, a notice or demand shall be deemed properly served if affixed to any door leading into the Premises, in which event the notice or demand shall be considered served at the time the copy is so affixed.”

7. **LOCAL EDUCATION AGENCY.** Section 9(b)(iii) is hereby deleted and replaced with the following:

“Local Educational Agency. Tenant shall be considered a Local Educational Agency (“LEA”) pursuant to the Illinois Asbestos Abatement Act and Code, 105 ILCS 105, and, as the LEA, Tenant shall perform all obligations and responsibilities of a LEA under all Applicable Laws with respect to the Premises. As a LEA, Tenant shall have a designated person (“LEA Agent”) to oversee all asbestos management plan activities. Tenant’s LEA Agent shall receive adequate training required by the federal Asbestos Hazard Emergency Response Act (AHERA). Tenant shall maintain an asbestos management program in compliance with all Applicable Laws, including but not limited to Illinois Department of Public Health and Illinois Environmental Protection Agency regulations, as needed to keep the Premises, Access Areas, as well as any maintenance, storage or utility facility, including any boiler area serving the Premises, which is essential to the operation of the Premises, in good order, repair and condition at all times (“Asbestos Management Program”).”

8. **CRIMINAL BACKGROUND CHECK.** Tenant hereby represents and warrants to Landlord that all of Tenant's employees, volunteers, officers, agents and independent contractors whose primary place of employment or service to Tenant is the Premises, or whose activities on behalf of Tenant may bring them to the Premises (“On-Site Personnel”), have received mandated reporter furnished by a qualified third-party in the

business of providing mandated reporter training (“Mandated Reporter Training”) and have been subject to, and passed, criminal background checks performed by a qualified third-party in the business of performing criminal background checks on behalf of Tenant (“Background Checks”).

9. **COVENANT AGAINST MORTGAGES & PLEDGES.** Tenant agrees that Tenant and Tenant’s successors and assigns shall not have the right to mortgage, pledge, assign or otherwise encumber this Lease without Landlord’s express written consent, which may only be given from an authorized representative of The Catholic Bishop of Chicago appointed with powers of attorney. Any such mortgage, pledge, or other encumbrance to this Lease to which Landlord expressly provides written consent shall be subject and subordinate to the rights of Landlord hereunder.
10. **BROKERS.** Tenant represents and warrants to Landlord that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker in the negotiation or making of this First Amendment and Tenant agrees to indemnify and hold Landlord harmless from the claim or claims of any broker or brokers claiming to have interested Tenant in the Premises or claiming to have caused Tenant to enter into this First Amendment.
11. **DEFINED TERMS; EFFECT OF AMENDMENT.** The capitalized terms used herein and not otherwise defined in this First Amendment shall have the same meaning as set forth in the Lease. Except as expressly modified by this First Amendment, all other terms and conditions of the Lease shall remain in full force and effect. This First Amendment contains the entire agreement of the parties with respect to the Premises, and all preliminary negotiations with respect thereto are merged into and superseded by this First Amendment. If any conflict exists between the terms or provisions of the Lease and the terms or provisions of this First Amendment, the terms and provisions of this First Amendment shall govern and control.
12. **COUNTERPARTS; ELECTRONIC SIGNATURES; DOCUSIGN.** This First Amendment may be executed by Landlord and Tenant in separate counterparts and such counterparts shall have the same force and effect as if the parties had executed it as a single document. An electronic copy of the signature of Landlord or Tenant which is received via facsimile, via electronic message or via the DocuSign digital transaction management platform may be treated as if the signature was an original one and shall be fully enforceable.

[ SIGNATURE PAGE FOLLOWS ]

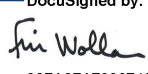
IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to be duly executed.

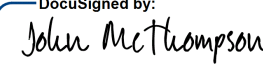
**LANDLORD:**

**TENANT:**

**THE CATHOLIC BISHOP OF CHICAGO,**  
an Illinois corporation sole

**CAMELOT ALT ED-ILLINOIS, LLC,** an  
Illinois limited liability company

DocuSigned by:  
  
Signature: \_\_\_\_\_  
96FA6FA79967468...  
Eric Wollan,  
Chief Capital Assets Officer


DocuSigned by:  
  
Signature: \_\_\_\_\_  
359811BA173349F...  
Printed Name: John McThompson

Title: Controller

Date: 7/1/2019

Date: 6/27/2019

Acknowledged as to form by:

DocuSigned by:  
  
\_\_\_\_\_  
474E98DA49A744A...  
Pastor of Mary, Mother of Mercy Parish