

FIFTH AMENDMENT TO LEASE AGREEMENT

This Fifth Amendment to Lease Agreement ("Amendment") has been made effective as of the 20th day of April, 2018 ("Effective Date"), by and between School District of the City of Highland Park, a Michigan public school district ("Landlord") and Highland Park Public School Academy System, a Michigan nonprofit corporation and a Michigan public school academy ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated as of July 27, 2012 (the "Lease"); and

WHEREAS, Landlord and Tenant are desirous of modifying and amending the Lease as set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and each intending to be legally bound, Landlord and Tenant hereby agree to modify and amend the Lease in the following particulars:

1. Unless otherwise provided in this Amendment, all capitalized terms shall have the meanings described in the Lease.

2. Amend Section 2. Term; Option to Extend; Termination. by deleting the current language and replacing it with the following:

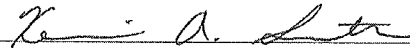
"Section 2. Term of Lease; Option to Extend. Except as otherwise provided in this Section and this Lease, this Lease shall commence on July 27, 2012 and shall terminate on June 30, 2019. By February 1st of any given year, the System Board shall request an extension of the Lease term. On or before March 1st of any given year, the District Board shall determine the length of the Lease term extension which shall not be less than one (1) school fiscal year. If the District Board does not determine the length of the Lease term extension on or before March 1st of any given year, the Lease term shall automatically be extended for one (1) additional school fiscal year."

3. Section 21 is hereby amended to delete from the "Notices," the contact information for the Landlord and shall be replaced with the following language:

"President, Board of Education
School District of the City of Highland Park
12360 Woodward Avenue Highland Park, MI 48203"

4. Except as specifically modified and amended by this Amendment, the Lease is hereby expressly ratified and confirmed.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the day and year first above written.


By: Kevin A. Smith, Emergency Manager,
acting in the place and stead of the District Board

Dated: April 20, 2018

EXECUTED IN COUNTERPART

By: Archer V. Collins, Academy Board President
Designee of the System Board

Dated: April __, 2018

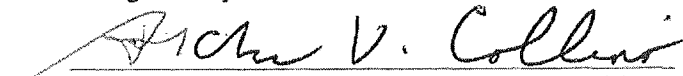
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IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the day and year first above written.

EXECUTED IN COUNTERPART

By: Kevin A. Smith, Emergency Manager,
acting in the place and stead of the District Board

Dated: April __, 2018



By: Archer V. Collins, Academy Board President
Designee of the System Board

Dated: April 16, 2018