

SECOND AMENDMENT TO LEASE

This General Amendment to Lease ("**General Amendment**") is being made and entered into effective as of July 1, 2014 (the "**Effective Date**") by and between by and between Friends of Nova Classical Academy ("**Landlord**") and Nova Classical Academy ("**Tenant**").

RECITALS

A. Landlord and Tenant are parties to that certain Lease dated October 18, 2011 (the "**Lease**") pursuant to which Landlord leased to Tenant and Tenant leased from Landlord the real property located at 1455 Victoria way, Saint Paul, Minnesota, and more particularly described in the Lease.

B. Landlord and Tenant wish to enter into this General Amendment to comply with Minn. Stat. 124D.10, Subd 4(a)(3)(ii).

AGREEMENT

In accordance with the foregoing, Landlord and Tenant hereby agree to amend the Lease, as follows:

1. **Limited Expiration of Tenant Obligations.** To the extent required by Minn. Stat. 124D.10, Subd. 4(a)(3)(ii), in the event the Tenant must cease operation due to non-renewal or cancelation of its charter school contract, Tenant shall be relieved of any obligations under this Lease that have not accrued or been performed on or before the effective date of such non-renewal or cancellation. The foregoing shall terminate without further action of the parties and cease to be of effect if it is no longer required by applicable law.
2. **Miscellaneous.** This Second Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof. Except as specifically modified herein, all other terms, covenants and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment has been executed as of the date first above written.

Dianne Krizan
By: Dianne Krizan
Its: Board Chair

Emily Smith
By: Emily Smith
Its: Board Chair