

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this “Agreement”) is made as of the date of Closing as hereinbelow defined by and between Edgewood Independent School District (“Landlord”) and Westside Development Corporation (“Tenant/Assignee”) and Alamo Community College District (“Subtenant/Assignor”). Landlord, Tenant/Assignee and Subtenant/Assignor are sometimes referred to herein as a “Party” or collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, Subtenant/Assignor entered into a certain lease agreement with Landlord dated September 19, 2006 (“Master Lease”), and subsequently amended by a document titled, “First Amendment to Lease Agreement,” dated November 30, 2010, and as subsequently renewed and extended over time and according to the terms therein provided, covering approximately 21,920 sq. ft. of rental space as indicated in the plan therein; said property being located at the former Abraham Lincoln Elementary School located at 563 SW 40th Street, San Antonio, Texas, together with the exclusive use of the furniture, fixtures, furnishings, and other personal property located therein; and

WHEREAS, Subtenant/Assignor and Landlord executed a document titled, “Second Amendment of the Lease; Assignment of Lease as Amended; & Assumption of the Lease as Amended,” dated November 1, 2015 (“Second Amendment”), amending the leased premises to include the entire campus the former Abraham Lincoln Elementary School located at 563 SW 40th Street, San Antonio, Texas, together with the exclusive use of the furniture, fixtures, furnishings, and other personal property located therein and assigning the lease agreement to Tenant/Assignee; and

WHEREAS, Coincident with execution of the Second Amendment Tenant/Assignee and Subtenant/Assignor executed a Sublease Agreement whereby Subtenant/Assignor subleased the entire leasehold, except an approximately 2,704 gross sq. ft. building located on the school campus and commonly referred to as the Project Quest Building; and

WHEREAS, Landlord and Subtenant/Assignor have entered into a Purchase and Sale Agreement (“Purchase Agreement”), under which Subtenant/Assignor agrees to acquire the entire campus (“Property”) of the former Abraham Lincoln Elementary School located at 563 SW 40th Street, San Antonio, Texas (“School”) in a transaction involving a Closing on the Property as provided under the Purchase Agreement.

WHEREAS, the obligation of the Parties to the Purchase Agreement to consummate the transactions contemplated thereby is subject to the termination of the Master Lease, as amended and restated, and the Parties desire to enter into this Agreement in order to affect such termination and to address matters related thereto.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants and agreements of the Parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I TERMINATION OF FACILITY LEASE

Section 1.01 Termination of Master Lease. Landlord and Tenant/Assignee and Subtenant/Assignee hereby agree that, effective upon, and subject to, the occurrence of a “Closing” on the Purchase of the Property by Subtenant/Assignor, and upon the terms and conditions set forth in this Agreement, the Master Lease as amended and restated shall terminate and of be no further force and effect (the “Master Lease Termination”). The assignment of the Master Lease as amended and restated to Westside Development Corporation and its assumption thereof shall terminate as of the date of Closing whereupon the Master Lease as amended and restated shall revert to Assignor Alamo Community College District until the effective date of termination of the Master Lease as amended.

Section 1.02 Termination of All Duties and Obligations. The Master Lease Termination includes any and all duties and obligation between Landlord and Subtenant/Assignor arising from the Master Lease, including any such remaining duties and obligations that were not included in Subtenant/Assignor’s assignment of the lease to Tenant/Assignee.

Section 1.03 Surviving Terms. No terms of the Master Lease will survive such termination and the Master Lease is hereby amended as necessary to be consistent therewith.

ARTICLE II TERMINATION OF EQUIPMENT LEASE

Section 2.01 Termination of Equipment Lease. Landlord, Tenant/Assignee, and Subtenant/Assignor hereby agree and acknowledge that the lease for furniture, fixtures, furnishings and other personal property (“Personal Property”) located therein is terminated upon the effective date of the Master Lease Termination.

Section 2.02 Surviving Terms. No other terms of the Master Lease regarding Personal Property will survive such termination and the Master Lease is hereby amended as necessary to be consistent therewith.

ARTICLE III RELEASE

Section 3.01 Release. Except for the obligations of the Parties specified in Section 1.02 and 2.02 of this Agreement, the Parties hereby mutually release each other, and each of their respective partners, officers, employees, successors and assigns, from and against any and all liabilities, costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the Parties hereto now has, or may hereafter have, against the other Party hereto, by reason of,

or in connection with the Master Lease and/or the termination of either thereof pursuant to this Agreement.

ARTICLE IV MISCELLANEOUS

Section 4.01 Amendments; Waivers.

(a) Any provision of this Agreement may be amended if, and only if, such amendment is in writing and signed by Landlord and Tenant/Assignee.

(b) No failure or delay by any Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 4.02 Successors and Assigns. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 4.03 Construction. As used in this Agreement, any reference to the masculine, feminine or neuter gender will include all genders, the plural will include the singular, and singular will include the plural. References in this Agreement to a Party or other person include their respective successors and assigns. The words “include,” “includes” and “including” when used in this Agreement will be deemed to be followed by the phrase “without limitation” unless such phrase otherwise appears. Unless the context otherwise requires, references in this Agreement to Sections will be deemed references to Sections of this Agreement. Unless the context otherwise requires, the words “hereof,” “hereby” and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision hereof. Except when used together with the word “either” or otherwise for the purpose of identifying mutually exclusive alternatives, the term “or” has the inclusive meaning represented by the phrase “and/or.” With regard to each and every term and condition of this Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the Parties desire or are required to interpret or construe any such term or condition or any agreement or instrument subject thereto, no consideration will be given to the issue of which Party actually prepared, drafted or requested any term or condition of this Agreement. Any period of time hereunder ending on a day that is not a business day will be extended to the next business day.

Section 4.04 Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, among the Parties with respect to the subject matter hereof.

Section 4.05 Applicable Law/Venue. This Contract is governed by the laws of the State of Texas and all obligations of the parties under this Contract are performable in Bexar County, Texas.

Section 4.06 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts (including by facsimile or PDF), each of which will be an original, with the same

effect as if the signatures thereto and hereto were upon the same instrument. This Agreement will become effective when each Party will have received a counterpart hereof signed by the other Party.

Section 4.07 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. The application of such invalid or unenforceable provision to persons or circumstances other than those as to which it is held invalid or unenforceable will be valid and be enforced to the fullest extent permitted by applicable law. To the extent any provision of this Agreement is determined to be prohibited or unenforceable in any jurisdiction, Landlord and Tenant/Assignee agree to use reasonable commercial efforts to substitute one or more valid, legal and enforceable provisions that, insofar as practicable, implement the purposes and intent of the prohibited or unenforceable provision.

Section 4.08 Captions. The captions herein are included for convenience of reference only and will be ignored in the construction or interpretation hereof.

Section 4.09 Third Party Beneficiaries. Except as expressly provided herein, nothing expressed or implied in this Agreement is intended, or will be construed, to confer upon or give any person other than the Parties, and their successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in such person being deemed a third-party beneficiary of this Agreement.

Section 4.10 Dispute Resolution. In the event of any dispute between Landlord and Tenant/Assignee and/or Subtenant/Assignor with respect to this Agreement, each of Landlord and Tenant/Assignee and/or Subtenant/Assignor will designate an employee as its representative to attempt to resolve the dispute and each such representative will use reasonable commercial efforts to resolve the dispute promptly. If the individuals designated by the Parties are unable to resolve the dispute promptly, the dispute will be submitted to a member of senior management of each party. Such members of senior management will meet in person or by telephone conference at least once in the 10-day period following the submission of the dispute to them and will use reasonable commercial efforts to resolve the dispute promptly. If such members of senior management are unable to resolve the dispute within 15 days of the submission of the dispute to them, the Parties may exercise any rights or remedies available to them in the Master Lease or otherwise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties caused this Agreement to be duly executed by their respective authorized representatives on the day and year first above written.

<p>LANDLORD:</p> <p>EDGEWOOD INDEPENDENT SCHOOL DISTRICT</p> <p>By : _____ Dr. Eduardo Hernandez Superintendant of Schools</p>	<p>TENANT/ASSIGNEE:</p> <p>WESTSIDE DEVELOPMENT CORP.</p> <p>By : _____ Ramiro Gonzales President/CEO</p>
<p>APPROVED AS TO FORM:</p> <p>_____ Juan J. Cruz Legal Counsel for Edgewood ISD</p>	<p>APPROVED AS TO FORM:</p> <p>_____ Francisco J. Garza Legal Counsel for Westside Development Corp.</p>
<p>(INTENTIONALLY LEFT BLANK)</p>	<p>SUBTENANT/ASSIGNOR:</p> <p>ALAMO COMMUNITY COLLEGE DISTRICT</p> <p>By: _____ Dr. Mike Flores Chancellor</p>
<p>(INTENTIONALLY LEFT BLANK)</p>	<p>APPROVED AS TO FORM:</p> <p>_____ Ross Laughead Legal Counsel for ACCD</p>