

## SECOND AMENDMENT TO BUILD TO SUIT LEASE AND OPTION

THIS SECOND AMENDMENT TO BUILD TO SUIT LEASE AND OPTION (“Second Amendment”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and among RJ JEFFERSON PARISH I, LLC, an Idaho limited liability company, (“Landlord”) and ATHLOS ACADEMY OF JEFFERSON, a Louisiana nonprofit corporation, formerly known as Athlos Louisiana (“Tenant”).

### **RECITALS:**

WHEREAS Landlord and Tenant entered into that certain Build to Suit Lease and Option, dated February 7, 2018, as amended by that certain First Amendment to Build to Suit Lease and Option, dated February \_\_\_, 2020 (collectively, the “Lease”) in connection with certain real property situated in Terrytown, Jefferson Parish, Louisiana, as more particularly described in the Lease.

WHEREAS Landlord and Tenant each now desires to amend the Lease on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and adequacy of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. Representations of Landlord. Landlord hereby represents and warrants to Tenant as of the date hereof that: (i) the Lease is in full force and effect and is valid and enforceable according to its terms and (ii) Tenant is not in default under the Lease, nor has any event occurred, which with the passage of time (after notice, if any, required by the Lease) would become an event of default by Tenant under the Lease.

2. Representations of Tenant. Tenant hereby represents and warranties to Landlord as of the date hereof that: (i) Tenant has no claim, counterclaim, defense or set off against Landlord arising from the Lease or otherwise; (ii) Tenant is not entitled to any concession, rebate, abatement, allowance, or free rent for any period after the date of this Second Amendment; (iii) the Lease is in full force and effect and is valid and enforceable according to its terms; and (iv) Landlord is not in default under the Lease, nor has any event occurred, which with the passage of time (after notice, if any, required by the Lease) would become an event of default by Landlord under the Lease.

3. Amendments to Lease. The Lease is hereby amended as follows:

(a) **Portable Buildings.** In addition to the Landlord Improvements, Landlord shall deliver and install certain portable buildings to the Premises, as depicted on Exhibit “A” to this Amendment (collectively, the “Portables”). The Portables shall be added to, and become part of the Premises, but shall remain subject to any lien, lease or security interest encumbering the Portables. Landlord shall obtain all governmental approvals necessary to install the Portables.

(b) **Rental Schedule.** The Rental Schedule set forth on Exhibit D to the Lease is hereby deleted, and the following is inserted in its place. This Rental Schedule reflects the amount of any cost-savings Landlord has recognized from construction and installation of the Portables.

Lease Year One Base Rent: Fixed monthly installments of	<u>\$79,166.67</u>
Lease Year Two Base Rent Fixed monthly installments of	<u>\$145,833.33</u>
Lease Year Three Base Rent Fixed monthly installments of	<u>\$158,398.41</u>
Lease Year Four Base Rent Fixed monthly installments of	<u>\$162,358.37</u>
Lease Year Five Base Rent Fixed monthly installments of	<u>\$166,417.33</u>
Lease Year Six Base Rent Fixed monthly installments of	<u>\$170,577.76</u>

Upon the Seventh Anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter, Base Rent shall increase by an amount equal to two and one half percent (2.5%) more than the Base Rent payable during the immediately preceding Lease Year. The Option Price estimated in Section 1.2 of Exhibit C is correspondingly amended to reflect the foregoing amended Rental Schedule.

4. Binding Effect. The terms, covenants, conditions, and provisions contained in this Second Amendment shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors and permitted assigns. Landlord and Tenant hereby ratify and confirm the terms and provisions of the Lease, as hereby amended, as of the Effective Date.

5. Second Amendment. This Second Amendment may not be modified, amended, or terminated nor any of its provisions waived except by written agreement signed by Landlord and Tenant. Except as amended hereby, the Lease shall remain in full force and effect, enforceable in accordance with its terms.

6. Construction. In the event of any inconsistency or conflict between the terms of this Second Amendment and the Lease, the terms of this Second Amendment shall control. All capitalized term not otherwise defined herein shall have the same meaning as ascribed to them in the Lease.

7. Governing Law. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Louisiana.

8. Joint Drafting. The parties have participated jointly in the negotiation and drafting of this Second Amendment. In the event an ambiguity or question of intent or interpretation arises, this Second Amendment shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Second Amendment.

9. Counterparts. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single instrument. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to be effective as of the date first above written.

**LANDLORD:**

**RJ JEFFERSON PARISH I, LLC, an  
Idaho limited liability company,**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

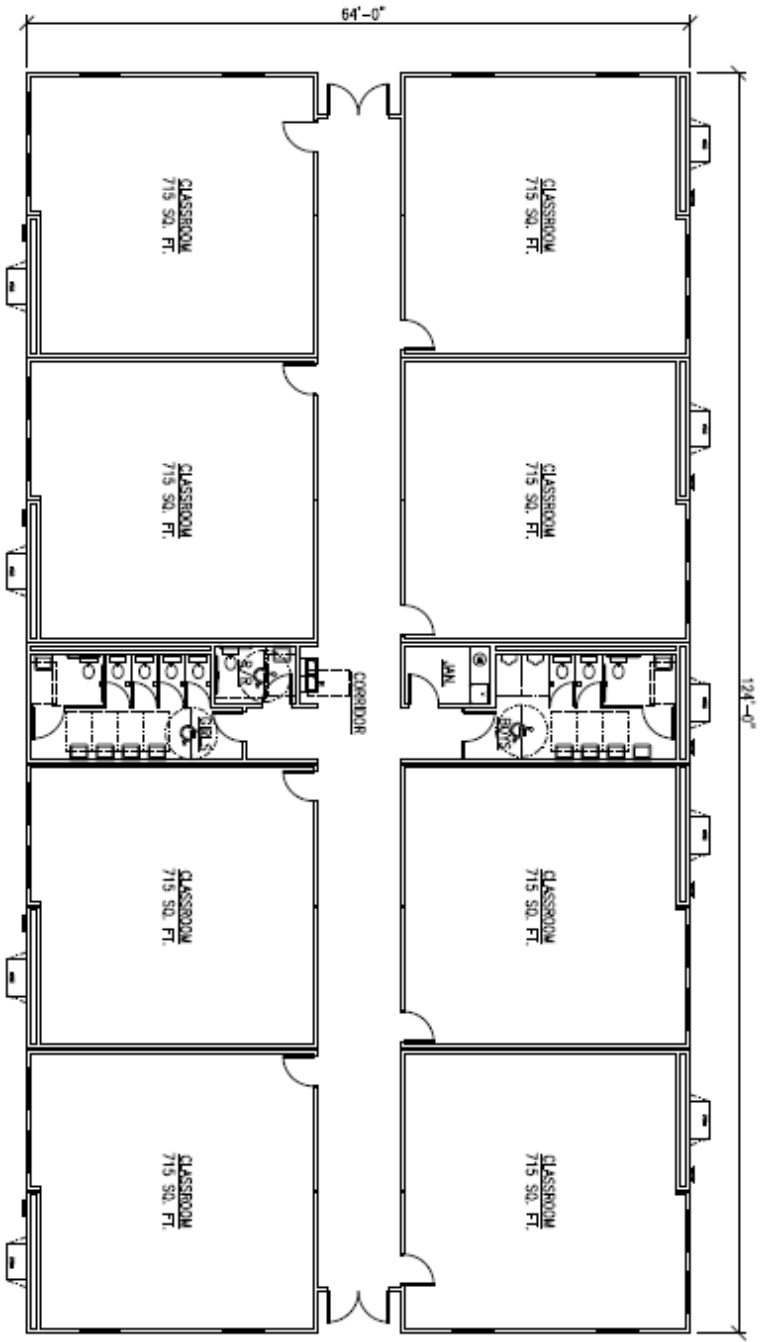
**TENANT:**

**ATHLOS ACADEMY OF JEFFERSON, a  
Louisiana nonprofit corporation**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_



# EXHIBIT A pg 2



**VANGUARD**  
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Drawing Date:	3/11/15	Project:	FLEX PLEX
Drawn By:	WANGUARD	Drawing:	8CR1G
Scale:	NTS		