

SECOND AMENDMENT TO SERVICES AGREEMENT

This SECOND AMENDMENT TO SERVICES AGREEMENT (this "Amendment"), is dated as of September 5, 2019 (the "Effective Date"), by and between LEMAN CLASSICAL SCHOOL, a Colorado nonprofit corporation ("Leman Classical"), and FAUSTUS MANAGEMENT COMPANY, LLC, a Delaware limited liability company (the "Faustus").

RECITALS:

WHEREAS, Leman Classical and Faustus are parties to a Services Agreement dated as of April 30, 2019 as amended by the First Amendment to Services Agreement dated September 4, 2019 (the "Services Agreement");

WHEREAS, the parties desire to make certain a further amendment to the Services Agreement as set forth herein;

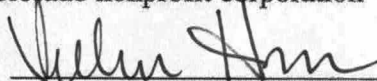
NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereby agree as follows:

1. Section 2.1(d) of the Services Agreement is amended and restated in its entirety as follows:

(d) The term "Annual Service Fee" shall be (a) for fiscal year 2019-20 the flat sum of four hundred and fifty thousand dollars (\$450,000); and (b) for each fiscal year subsequent to the 2019-20 fiscal year, a percentage of "Leman Classical's Funded Enrollment Revenue" negotiated annually no later than June 15 of each fiscal year for the next immediately succeeding fiscal year, which percentage shall not exceed fifteen percent (15%) of "Leman Classical's Funded Enrollment Revenue" for any given fiscal year. All fee calculations shall be based on Leman Classical's GAAP-Based Financial Statements.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered as of the day and year first above written.

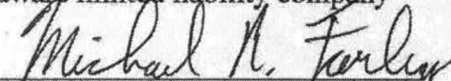
LEMAN CLASSICAL SCHOOL
a Colorado nonprofit corporation

By: 

Name: VICTORIA HOSTIN

Title: Board President

FAUSTUS MANAGEMENT COMPANY, LLC
a Delaware limited liability company

By: 

Name: Michael R. Farley

Title: Manager