

**SECOND AMENDMENT TO  
BOOKSTORE OPERATING AGREEMENT**

This Second Amendment ("Amendment") is made as of September 1, 2018 between Glendale College ("School") and Follett Higher Education Group, Inc., ("Follett").

WHEREAS: School and Follett are parties to a certain Agreement dated September 19, 2011 and further revised on December 1, 2014 ("Agreement").

WHEREAS: The parties desire to amend the Agreement in certain respects more specifically set forth herein.

NOW, THEREFORE, intending to be legally bound, parties agree to amend the current Agreement, effective immediately:

1. Section 2 of the Agreement is amended by deleting and inserting in its place the following:

2. *Term.* This Agreement takes effect September 1, 2018, and continues, unless sooner terminated in accordance with Section 3, until October 31, 2023. Thereafter, unless either party notifies the other in writing at least 180 days before expiration of the initial term, or then-current renewal term, of its intention not to renew, this Agreement shall automatically renew for two successive one-year renewal terms under the terms and conditions set forth in this Agreement.

2. Section 5.1 of the Agreement is amended by deleting and inserting in its place the following:

5.1 Follett shall spend up to a total of \$300,000 to improve the Store in accordance with this Section 5. This expenditure may include furniture, trade fixtures, and equipment, including that which is readily removable ("Capital Equipment") and Follett and third party design and project management services, third-party architectural and engineering services, cabling and infrastructure, floor and wall coverings, decorating, lighting, and fixtures that are not readily removable ("Store Remodeling"). Capital Equipment and Store Remodeling each include all replacements, additions and extensions paid for by Follett, whenever installed. The Capital Equipment and Store Remodeling together comprise the "Store Improvements."

This Amendment takes precedence over the Agreement and any prior Amendment in case of conflict between their terms or provisions. Except as specifically amended hereby, the Agreement shall continue in full force and effect in all respects.

IN WITNESS WHEREOF, School and Follett have caused this amendment to be executed by their authorized officers as of the date first written above.

**FOLLETT HIGHER EDUCATION  
GROUP, INC.**

By: 

**SCHOOL**

By: 

Name: Clay Wahl

Title: President

Date: 5/28/19

Name: Susan Courtney

Title: Director, Business Services

Date: 9/28/18

By: 

Name: TZOLER OUKAYAN

Title: DEAN, STUDENT AFFAIRS (Interim)

Date: 9-28-18