

FIRST AMENDMENT

THIS FIRST AMENDMENT (this "Amendment") is entered into this 30th day of September, 2020 (the "Effective Date") by and between the Council for Adult and Experiential Learning, a non-profit corporation ("CAEL"), and Nueces County, Texas ("Client").

WHEREAS, CAEL and the United Corpus Christi Chamber of Commerce (the "Chamber") entered into an Agreement dated April 1, 2019 (the "Agreement");

WHEREAS, the Chamber assigned its rights and obligations pursuant to the Agreement to Client in an Assignment and Assumption dated May 29th, 2020;

WHEREAS, CAEL and Client have agreed to amend the Agreement upon the terms and conditions hereinafter set forth; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CAEL and Client hereby agree to the foregoing and as follows:

1. Notice Address. The first paragraph of the Agreement will be amended to reflect the following address for CAEL's headquarter, which will serve as CAEL's notice address pursuant to Section X of the Agreement:

10 W. Market Street
Suite 1100
Indianapolis, IN 46204

2. Term. Section V of the Agreement, Term of Agreement, will be amended to reflect a new termination date of December 31, 2020.

3. Assignment. Section XI of the Agreement, Assignment, will be amended to read as follows:

"This Agreement may only be assigned with the prior written consent of the non-assigning party, except that CAEL may assign this Agreement to a corporate affiliate at its sole discretion."

4. Scope of Work. Any language in Appendix A to the Agreement, Scope of Work, that references an 18-month time frame is amended to reference a 21-month time frame.

5. Binding Effect; Entire Agreement; Recitals. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees. This Amendment contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement, or understanding pertaining to any such matters shall be effective for any purpose. Any and all other agreements between the parties other than with respect to the Agreement and this Amendment remain in full force and effect and continue in accordance with their terms. Except as amended or supplemented hereby, the Agreement shall remain in full force and effect. The recitals are hereby incorporated into this Amendment and made a part of hereof as though set forth herein verbatim.

6. Authority; Counterparts; Facsimile Signatures. The individuals signing this Amendment on behalf of the parties represent and warrant that they have the full power and authority to execute this Amendment and that upon such execution, the respective party shall be fully bound by each and every provision of this Amendment. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument. An electronic signature or facsimile of an original signature shall be deemed to have the same legal effect as an original signature.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly-authorized representatives as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

COUNCIL FOR ADULT AND EXPERIENTIAL
LEARNING

DocuSigned by:
Beth Doyle
By: 1E013E336DD0B493

Name: Beth Doyle

Its: Vice President, Client Success & Operations

NUECES COUNTY, TEXAS

DocuSigned by:
Barbara Canales
By: 1AF2D5DCFA0444C...

Name: Barbara Canales

Its: Nueces County Judge