

AGREEMENT REGARDING PAYMENT

This Agreement Regarding Payment (this "Agreement") is entered into as of this 8th day of April, 2015 (the "Effective Date") by and between ALCUIN SCHOOL, a Texas nonprofit corporation, (the "School") and HILLCREST FOREST NEIGHBORHOOD ASSOCIATION, INC., a Texas nonprofit corporation ("HFNA"), BRITTANY CIRCLE NEIGHBORHOOD ASSOCIATION, a Texas nonprofit corporation ("BCNA") and PARC DU LAC PROPERTY CORPORATION, a Texas nonprofit corporation ("Parc du Lac"). HFNA, BCNA and Parc du Lac are hereinafter collectively referred to as the "Associations".

RECITALS

A. The School owns that certain real property (the "Property") described on Exhibit "A" attached hereto and made a part hereof for all purposes, on which the school currently operates a school for children ranging from preschool through twelfth (12th) grade.

B. Beginning in January of 2014, the School began meeting with the Associations to discuss proposed amendments to the Planned Development District No. 368 ("PD 368") covering the Property.

C. After many meetings with the Associations and the neighborhood at large, the School filed its Application for Amendments to the Planned Development District No. 368 (the "Original Application") on October 6, 2014 with the City of Dallas, Texas (the "City").

D. Subsequent thereto, the School continued its community outreach, addressed neighbor concerns with the Original Application and suggested various positive benefits that the School could provide to the Associations and the neighborhoods that they serve. Subsequently, the School amended its Original Application currently pending before the City.

E. The School and the Associations entered into an Agreement (the "MOU Agreement"), dated as of April 7, 2015, which provided, in part, for the payment by the School of certain amounts over a certain period of time.

F. The School and the Associations now desire to set forth their understanding concerning certain payments provided in the MOU Agreement as set forth in this Agreement.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and Ten Dollars (\$10.00) and other good and valuable consideration received by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Purpose.** The parties hereby acknowledge and agree that the School is an asset to the community and that both the School and the Associations will strive to provide a harmonious environment that is respectful and considerate of every property owner's rights and enjoyment of their property. The School acknowledges the concerns of the Associations with respect to traffic and access along Churchill Way and neighborhood communication. The Associations hereby acknowledge the efforts that the School will make to expand its neighborhood outreach by the enhancement of its proactive management of any adverse traffic impacts caused by the School through the use of off-duty police officers (or other legally permitted traffic control persons) during the School's morning carpool, offering preferential enrollment to mission appropriate children living in the neighborhood, providing community information through the School's community liaison and newsletters, and providing financial support to

