

LANDLORD'S COVENANTS AND ESTOPPEL AGREEMENT

This Landlord's Covenants and Estoppel Agreement ("Agreement") is made as of May ____, 2007, by the following parties:

Landlord: City of Rapid City (Municipal Corporation)

Landlord Address: 300 Sixth Street, Rapid City, South Dakota 57701

Tenant: Community Education Centers, Inc.

Lease (including all amendments): Lease of Real Property dated December 5, 2005

Leased Premises: Land located at 5025 Highway 79 South, Rapid City, South Dakota

This Agreement is being provided by Landlord in connection with financing being amended and extended by COMERICA BANK, a Michigan banking corporation, as Agent ("Agent"), located at 39200 Six Mile Road, Livonia, Michigan 48152, Attention: Commercial Loan Documentation, Mail Code 7578 to Tenant or its affiliate.

To secure payment of certain obligations of COMMUNITY EDUCATION CENTERS, INC., a Delaware corporation having an address at 75 Livingston Avenue, Roseland, New Jersey 07068 ("Mortgagor") arising under a Fourth Amended and Restated CCC/CEC Credit Agreement ("Credit Agreement") to be executed, as amended from time to time, Tenant and/or Mortgagor has or will execute and deliver to Mortgagee:

___ an amendment to an existing LEASEHOLD MORTGAGE AND SECURITY AGREEMENT dated May 29, 2001 as recorded in the Office of the Register of Deeds for the County of _____, State of _____, as Instrument _____, _____ County Records, covering the Leased Premises; or

X a Leasehold Mortgage and Security Agreement covering the Leased Premises

(in either case, the "Security Instrument")

The undersigned as the Landlord under the Lease, hereby consents to the lien on the Tenant's leasehold interest in the Leased Premises created by the Security Instrument and covenants and agrees (without in any way subordinating or conveying its fee interest in the Leased Premises or the underlying land (the "Property") to the lien of the Security Instrument) with Agent as follows:

(a) Landlord hereby acknowledges receipt of a copy of the foregoing Security Instrument and receipt of the name and address of Agent, which name and address are set forth above. Tenant hereby certifies to Landlord that said copy is a true and correct copy of the original of the Security Agreement.

(b) Landlord agrees that it shall:

(i) provide notices to Agent of Tenant defaults and a reasonable opportunity to cure such defaults (such cure period not to exceed the longer of (A) the cure period provided under the Lease and (B) thirty (30) days after the date of such notice), and shall not terminate the Lease without providing such notices and opportunity to cure to Agent;

(ii) not enter into any modifications of the Lease without Agent's written consent;

(iii) enter into a new lease with Agent in the event of termination of the Lease by reason of Tenant's default thereunder, such new lease to be on substantially the same terms and conditions as the Lease (other than the identity of the tenant thereunder) for the remaining term of the Lease;

(iv) not object to the provisions regarding the use of condemnation and casualty proceeds payable to Tenant, if any, as set forth in the Security Instrument;

(v) not reject the Lease in bankruptcy by Landlord or by Tenant.

(c) Landlord and Tenant further warrant and represent to Agent and Lenders that (i) Tenant is the current owner of the Leasehold Estate; (ii) no default, or event which, upon the giving of notice or the passage of time, or both, would constitute a default, presently exists under the Lease; (iii) the Lease is in full force and effect and has not been further modified or amended; (iv) Tenant is in compliance with all insurance requirements as set forth in the Lease, if applicable; and (v) rent under the Lease has been paid through _____.

(d) The agreement of Landlord herein shall be binding upon Landlord, its successors and assigns.

(e) Agent shall have the right, but not the obligation, at any time prior to termination of the Lease, to pay all rents due thereunder, to effect any insurance, to pay any taxes or assessments, to make any repairs or improvements or otherwise to do any act or thing required of the Tenant under the Lease or necessary or proper to prevent the termination of the Lease, and Agent is authorized to enter the Leased Premises for any such purpose and any purpose authorized under the Security Instrument. All such acts and things shall be effective to prevent a termination of the Lease as if done by Tenant instead of Agent.

(f) Agent and Tenant shall have the right to modify the terms of any and all indebtedness secured by this Security Instrument without Landlord's approval or consent, including, without limitation, changes in maturity, interest rate, collateral, guarantors, amortization or amount.

(g) The Landlord's interest in the Property is encumbered by mortgage(s) made by Landlord in favor of _____ [insert "none" if none].

This ____ day of May ____, 2007.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

"LANDLORD"

CITY OF RAPID CITY,
a Municipal Corporation

By: _____

Name: _____

Its: _____