

LMEG MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (“Agreement”) is effective as of January 5th, 2024 (“Effective Date”), by and between Thrive Point Academy of Nevada, a Nevada nonprofit public benefit corporation (“TPAN”), and Learning Matters Educational Group, LLC, a Arizona limited liability company (“LMEG”).

RECITALS:

WHEREAS, TPAN received a charter (“Charter”) from the Nevada State Public Charter School Authority Public (“SPCSA”) granted pursuant to the Nevada Education Code, allowing TPAN to operate a Nevada public charter school. The Charter is effective for six years beginning with the 2024-2025 academic year.

WHEREAS, The Board of Directors of TPAN (the “Governing Board”) may carry out any act and ensure the performance of any function by TPAN that is in compliance with the Nevada Constitution; the Nevada Education Code; other federal, state or local statutes and regulations, orders and rulings applicable to Nevada schools; and the Charter; (collectively, “Applicable Law”);

WHEREAS, LMEG has knowledge, experience and expertise in providing administrative and educational services to charter schools, including with respect to business management, finance, strategy, grant funding, special education and general charter schools to “outsource” certain services ;

WHEREAS, the Governing Board has determined that it is in TPAN’s best interest to enter into this Agreement with LMEG in order to obtain the skilled services of LMEG employees at a fixed rate, for a stated time period, in addition to organizational and operational services related to such employees that would otherwise have to be provided by TPAN;

WHEREAS, the Governing Board has determined that the amounts payable under this Agreement likely will be less than TPAN would otherwise pay to obtain the same or similar services directly or through another provider;

WHEREAS, LMEG is willing to serve as an independent contractor delivering task-related services to TPAN that are performed at the direction of the Governing Board of TPAN and for which the Governing Board of TPAN retains ultimate decision-making authority. ;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt, sufficiency and reasonableness of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1

RETENTION OF LMEG; DUTIES & AUTHORITY OF LMEG

1.1 Retention of LMEG. TPAN hereby engages and retains LMEG, as an independent contractor, to provide the services identified in this Agreement for the term of this Agreement, as set forth in Section 1.2(b) (“Services”). The Services shall be provided from such location(s) as LMEG and TPAN mutually approve in writing. LMEG agrees to provide such Services in consideration of the prompt payment of the Service Fee, as defined in Section 2.1.

1.2 LMEG Duty and Authority.

(a) General. All individuals used by LMEG to provide Services shall be LMEG employees or independent subcontractors of LMEG and shall not be TPAN employees. LMEG shall hire, train, license (to the extent required by local law), supervise, manage, direct and discharge its employees as necessary, and in its discretion, for the purpose of providing Services to TPAN under this Agreement. LMEG shall be the sole judge of the fitness and qualifications of such employees and is vested with absolute discretion in hiring, supervising, directing, discharging and determining the compensation and other terms of its employees’ employment; provided, however, that the services provided by LMEG employees for the benefit of TPAN pursuant to this Agreement shall be task-related services that are performed at the direction of the Governing Board of the TPAN and for which TPAN’s Governing Board retains ultimate decision-making authority. LMEG shall maintain all appropriate records as required by TPAN, Applicable Law and sound business management practices. Such records shall be available for review by TPAN upon reasonable notice. LMEG shall provide the Governing Board with a written report each semester that identifies LMEG’s progress and provision of Services in accordance with this Agreement, either over time or since the last report, as applicable.

(b) Services to be Provided by LMEG. LMEG will be responsible for providing the following task-related services (“Services”) to TPAN:

- (i) developing and monitoring programs and otherwise assisting TPAN in complying with state and federal requirements necessary to keep TPAN’s Charter in place as well as to maintain its status as an Internal Revenue Code Section 501(c)(3) tax-exempt organization, in a manner approved by the Governing Board;
- (ii) developing internal accounting procedures and policies related to all aspects of accounting and bookkeeping including, without limitation accounts receivable and payable, credit card management, procurement, general ledger management, preparing financial statements and reports on an annual basis, as-needed, and as required by law, all for Governing Board approval;
- (iii) auditing TPAN’s internal records and assisting and assisting third-party accountants with audit preparation, for delivery to the Governing Board;
- (iv) monitoring state budget and reporting requirements in order to assist in TPAN’s compliance with such requirements, including SB 740 compliance and compliance with other funding regulations and processes in a manner approved by the Governing Board;

- (v) providing marketing, public relations and advertising plans for Governing Board consideration and implementing Governing Board approved plans;
- (vi) assisting TPAN with Human Resources management including, without limitation, legal compliance, personnel policies and procedures, recruitment and administration; as well as the development of personnel policies and procedures for Governing Board consideration; provided, however, that all ultimate decisions related to hiring and termination of TPAN employees shall be made by TPAN's Governing Board or its delegates;
- (vii) developing and updating a school improvement and accountability plan for Governing Board consideration including, without limitation, parent engagement and parent/student satisfaction monitoring;
- (viii) soliciting input from students, parents and staff in preparing an annual student and school profile for Governing Board consideration;
- (ix) assisting TPAN in obtaining equipment and supplies and/or the use of equipment and supplies within a Governing Board approved budget;
- (x) assisting TPAN in the acquisition of fixed assets, in a manner approved by the Governing Board;
- (xi) establishing a school safety plan for Governing Board consideration;
- (xii) assisting TPAN in understanding state and federal special education laws, and suggesting policies and procedures to the Governing Board that will assist TPAN in complying with state and federal special education laws;
- (xiii) assisting TPAN in preparing for audits conducted by Nevada or federal education agencies, in a manner approved by the Governing Board;
- (xiv) assisting TPAN in researching and drafting the necessary documents to attempt to secure state, federal or other funding for special education under the Individuals with Disabilities Education Act (IDEA) or other programs, with any written materials being provided to and approved by the Governing Board before submission;
- (xv) assisting TPAN in engaging in the necessary research and writing processes to attempt to secure entitlement funds under the Elementary and Secondary Education Act (ESEA) Title I, Title IIA

Title IID, Title IV, Title V, and any other programs, with any written materials being provided to and approved by the Governing Board before submission;

- (xvi) assisting TPAN in aligning its curricula standards with applicable Nevada state academic standards and any federal program standards (e.g., Every Student Succeeds Act), in accordance with Governing Board approval;
- (xvii) assisting TPAN in researching, writing and submitting federal, state and other program grant proposals, as approved by the Governing Board;
- (xviii) consulting and discussing grants with granting agencies and other governmental offices and agencies, as approved by the Governing Board;
- (xix) assisting in creating and modifying budgets, if and when requested by the Governing Board, for Governing Board consideration;
- (xx) monitoring TPAN's operations within such Governing Board approved budgets and reporting the results of such monitoring to the Governing Board;
- (xxi) assisting with TPAN's student admissions process, as requested by the Governing Board; provided that the Governing Board will have the ultimate authority to decide whether any given student will be enrolled in TPAN at any time during the school year;
- (xxii) assisting TPAN with all aspects of facilities procurement and management including, without limitation, property selection, lease/sub-lease negotiation and third-party contract administration (property related accounts payable, property management, construction management, school safety planning and monitoring, maintenance and legal compliance;;
- (xxiii) assisting TPAN in all aspects of enrollment and subsequent student success including, without limitation, strategies for increasing and maintaining enrollment, student engagement and achievement as well as ensuring that each student enrolled in TPAN has a properly signed master student agreement that complies with TPAN's independent study policy and Applicable Law.
- (xxiv) procuring and maintaining a Governing Board approved student management system that is compliant with state and federal student attendance and reporting requirements;

(xxv) providing services generally performed by an Executive Director, provided that hiring, firing, compensation and related decisions shall be considered and approved by the Governing Board;

(xxvi) managing TPAN's authorizer relations including, without limitation, charter petition and renewal negotiations and authorizations.

(xxvii) assisting TPAN with obtaining and maintaining accreditations such as accreditation of the Western Association of Schools and Colleges;

(xxviii) assisting TPAN with marketing including engagement of third-party contractors, development of student recruitment strategies, and website design and management; and,

(xxviii) providing other administrative services, as requested and approved by the Governing Board and LMEG.

(xxv) A more detailed listing of the Services along with additional Services not specifically referenced above is set forth on Exhibit A hereto.

(c) Authority to Subcontract. In providing any of the Services or aspects thereof, LMEG shall have the right to engage subcontractors of its choosing; provided, however, that LMEG shall have ultimate responsibility to TPAN to ensure that the services provided by any such subcontractors are provided in compliance and conformity with this Agreement and Applicable Law.

(d) LMEG Embedded Employees. In connection with providing the Services, LMEG employees may be embedded directly within TPAN ("Embedded Employees") and may hold such titles as necessary and appropriate as necessary to facilitate the orderly and effective provision of the Services. Positions for which LMEG employees may be embedded within TPAN including an "Executive Director" and "Director of Human Resources". Embedded Employees shall, always, remain employees of LMEG and not TPAN. No additional compensation shall be paid to LMEG in connection with Embedded Employees. LMEG shall be solely responsible for payment of Embedded Employees, including salary determination, tax withholdings, etc. Should the Governing Board of TPAN be dissatisfied with the performance of any Embedded Employees, TPAN and LMEG agreed to meet and confer in good faith to determine the appropriate resolution and TPAN may thereafter direct LMEG to replace any such Embedded Employee.

(e) Authority and Responsibility Limitations. LMEG agrees that it will obtain prior written approval from the Governing Board before engaging in any action outside of TPAN's ordinary course of business. Additionally, LMEG shall not have discretion to incur expenses outside of a Governing Board approved budget on TPAN's behalf without the Governing Board's prior approval. LMEG shall not enter into a contract or other binding agreement on TPAN's behalf, or make any statements that would create a material obligation or undertaking for TPAN, absent prior Governing Board approval. The Governing Board has sole discretion to determine whether and which additional matters require Governing Board approval. Specific circumstances in which LMEG must receive prior written Board approval include, but are not limited to, decisions regarding: (i) TPAN's location; (ii) TPAN's curricula; (iii) TPAN's policies and procedures (as further set forth in Section 1.3); (iv) the structure and/or content of any outreach program(s) entered

into or participated in on TPAN's behalf; (v) the content of information disclosed to students, any future employees or the public on TPAN's behalf; (vi) TPAN's budget or matters involving TPAN's fiscal health; (vii) hiring, compensation, non-renewal, discipline, assignment, transfer, or firing decisions or policies regarding any TPAN officer, director or employee; (viii) the submission of forms for government or other funding; and (ix) any contract or agreement entered into on TPAN's behalf.

1.3 Policies. The parties acknowledge and agree that LMEG, in its provision of the Services, will recommend various policies and administrative regulations, but the Governing Board retains ultimate responsibility for adopting any policies and regulations and for overseeing such policies. By way of example and without limiting the foregoing, the Governing Board shall determine whether to approve policies (and may approve administrative regulations) relating to curricula, admissions procedures, student conduct, school calendars and dispute resolution procedures. The Governing Board agrees to provide LMEG written copies of all adopted policies related to TPAN and agrees to notify LMEG promptly in writing of any changes to such policies and to provide LMEG with updated copies of all policies.

1.4 Actions in Accordance with TPAN's Exempt Status and Charter. LMEG agrees that it will provide Services in accordance with this Agreement and will not act in any manner that it knows will result in termination of or will threaten to terminate either TPAN's status as an organization described in Internal Revenue Code Section 501(c)(3) and exempt from federal income tax under Code Section 501(a) or TPAN's Charter under Nevada law.

1.5 LMEG's Intended Method of Providing Services. LMEG will designate a person to oversee LMEG's responsibilities with TPAN. LMEG, however, maintains the right to select, at LMEG's discretion, any other individual(s) of comparable ability to perform the functions and maintain the responsibilities LMEG has contracted to provide under this Agreement. Any one or more of these employees may perform any or all Services, at LMEG's discretion. LMEG need not obtain prior Governing Board approval in selecting the person(s) to serve in each position or in determining what functions each person performs under this Agreement. If TPAN does not agree with LMEG's selection of a particular person for a particular task, after meeting and conferring in good faith with LMEG, TPAN may invoke the provisions of Section 6.5.

ARTICLE 2

SERVICE FEE

2.1 Reasonable Service Fee to be Rendered by TPAN.

(a) TPAN agrees to pay LMEG a fee of \$600.00 per student ADA per semester ("Service Fee"). LMEG will be paid one-sixth of the Service Fee on a monthly basis for each

semester on the 15th day of each month. The Fall semester shall run from July 1 through December 31 and the Spring semester shall run from January 1 through June 30. The Service Fee will be calculated based on the Attendance Figures as of June 30 for the following Fall Semester and as of December 31st Attendance for the following Spring semester. A final reconciliation calculation will then be performed by TPAN within thirty (30) days of the end of each semester, using final June Attendance. If the reconciliation results in any reduction of the Service Fee payable to LMEG for a particular semester, LMEG will return the excess payment amount to TPAN within thirty (30) days of both parties receiving the information necessary to make a determination that an excess amount was paid; except that, if TPAN has any outstanding balance due to LMEG for reimbursements or otherwise pursuant to this Agreement, then such excess amount may instead be applied first against such outstanding balance due to LMEG from TPAN pursuant to this Agreement. Conversely, if the reconciliation results in an addition to the Service Fee payable to LMEG, then TPAN will make the required additional payment to LMEG within thirty (30) days of the final reconciliation calculation. Additionally, LMEG understands that TPAN may receive less than 100% funding through the funding determination process in place with the Nevada Department of Education in relation to a particular semester. In such case, the amount of the Service Fee will be reduced for that semester in a proportionate amount to such reduction. However, if funding increases in a later semester to 100% funding, then the Service Fee shall be paid in full. Similarly, LMEG understands that TPAN's funding may be delayed by the State of Nevada and that such delay would be beyond TPAN's control. In such event, LMEG will be paid within thirty (30) days of when TPAN receives funding from the State of Nevada.

(b) By paying the Service Fee, TPAN will receive the benefits of the Services and, through the Service Fee, avoid larger expenses that TPAN would otherwise likely incur. The Service Fee does not include reimbursement for direct expenses, as provided for in Section 2.2 below. Should there be any disagreement regarding payments or adjustments to such payments that cannot be resolved between the parties, either party may invoke the provisions of Section 6.5.

2.2 Reimbursement for Expenses. TPAN will reimburse LMEG for any and all Governing Board approved expenses, whether or not budgeted, which are incurred by LMEG (including for TPAN equipment, supplies, materials, professional services and/or other expenses). Reimbursement shall be made to LMEG within sixty (60) days of LMEG incurring such expense and providing proper documentation to TPAN to support such expense.

2.3 Fees and Reimbursements Subject to Charter School Budget Limitations. Both parties agree that it is essential to maintain the good standing of the TPAN Charter. The criteria for maintaining good standing include, but are not limited to, prudent financial management of TPAN by the Governing Board. Although the parties have negotiated fees in good faith, that they believe represent a fair market value for the Services being provided, due to the uncertainties related to enrollment projections, State funding rates and State apportionment payment deferrals, both parties agree that, notwithstanding any other provision of this Agreement, the Service Fee and reimbursements sought by LMEG shall never cause TPAN to:

- a) Have an unbalanced budget in any fiscal year; and/or
- b) Have inadequate cash flow to meet all of its actual and necessary expenses pursuant to State and federal law and the Charter.

In any year in which TPAN cannot reach the aforementioned criteria, both parties intend that this provision will cause a reduction in the Service Fee to an amount necessary to allow TPAN to meet these criteria. In the event of a State apportionment deferral that defers revenue to a future fiscal year, the parties agree that accrued revenues shall not be included for purposes of determining whether TPAN has a balanced budget. Should TPAN need to invoke the provisions of this Section 2.3, any funds due and owing but which are not paid due to the conditions set forth above shall be deferred to a later time when TPAN has sufficient funds to make such payments to LMEG.

2.4 Change in Service Fee. Except as provided in Sections 2.3 and 3.3, during the term of this Agreement, and absent a material breach by LMEG or TPAN, the Service Fee designated in Section 2.1(a) shall not be varied without the prior written consent of both parties.

2.5 Tax Responsibility. Any taxes based upon or emanating from this Agreement assessed against TPAN or caused by TPAN's direction of LMEG (except income taxes and any federal excise taxes assessed to LMEG) shall be paid by TPAN. LMEG remains responsible for paying all payroll tax liabilities for its employees and will indemnify and defend TPAN for any unpaid payroll tax liabilities that are assessed against TPAN for LMEG's employees. TPAN remains responsible for paying all payroll tax liabilities for its employees and will indemnify and defend LMEG for any unpaid payroll tax liabilities that are assessed against LMEG for TPAN's employees.

ARTICLE 3

AGREEMENT TERM AND TERMINATION

3.1 Initial Term. The initial term of this Agreement shall be for a term from the Effective Date until June 30, 2025. Both parties have the option to renew the initial term for an additional term. Renewal. If there are no changes to the terms of the agreement, the agreement is automatically renewed. If either party would like to change the terms of the agreement they must notify the other party of the potential changes.

3.2 Termination for Cause/Material Breach. If a material breach of this Agreement occurs and such breach is not corrected within ninety (90) days after the breaching party receives written notice describing such breach, then the non-breaching party shall have the right to terminate this Agreement with the breaching party. If the breaching party does not agree that there has been an occurrence of breach or believes that the breach was corrected within ninety (90) days after receipt of written notice of such breach and if the breaching party provides written notice to the other party regarding such position, then the matter shall be addressed pursuant to Section 6.5.

3.3 Delay in Providing Services. If LMEG does not provide the Services in a timely manner and such delay does not constitute a material breach, LMEG and TPAN agree to negotiate, in good faith, a reduction in the Service Fee payable to LMEG to reasonably compensate TPAN for LMEG's failure to provide prompt Services.

3.4 Delay in Providing Payment or Reimbursement. If TPAN does not provide payment of the Service Fee or reimbursements on the date when such payment or reimbursement is due, interest will accrue at the rate per annum equal to *The Wall Street Journal* prime rate of interest as quoted in the Money Rates section of *The Wall Street Journal*; provided that accrual of such

interest shall be waived if the delay is caused by deferrals in State funding to TPAN for the period of time that such State funding payments to TPAN are deferred.

3.5 Insolvency. Either party may terminate this Agreement upon thirty (30) days written notice, without being in breach of this Agreement, if the other party admits insolvency, makes an assignment for the benefit of creditors, or has a trustee or receiver appointed over all or any substantial part of such party's assets.

3.6 Threat to TPAN's Tax-Exempt Status. If TPAN or its representative makes a reasonable determination that one or more terms of this Agreement threaten either (i) TPAN's status as an organization described in Internal Revenue Code Section 501(c)(3) and exempt from federal income tax under Code Section 501(a), or (ii) TPAN's Charter under Nevada law, then the parties agree to renegotiate the problematic terms of this Agreement. If agreeable renegotiated terms cannot be reached within thirty (30) days of TPAN providing LMEG with notice and an explanation of its determination pursuant to this Section 3.6, then either party may terminate this Agreement without breach.

3.7 Termination, Upon Revocation, or Nonrenewal, of Charter, or Pursuant to Section 2.3. If TPAN's Charter is not renewed, this Agreement shall terminate at the end of the Charter term. If TPAN's Charter is revoked, this Agreement shall terminate as of the effective date of the revocation. If the fees or reimbursements paid by TPAN to LMEG are adjusted pursuant to Section 2.3, LMEG shall have the right to cancel this Agreement with sixty (60) days' notice to TPAN without being in breach of this Agreement. Notwithstanding any other provisions of this Agreement, in the case of termination of this Agreement due to either revocation or nonrenewal of TPAN's Charter, TPAN shall owe no further fees or reimbursements to LMEG under this Agreement unless TPAN has funds in excess of the amounts necessary to effectuate the school closure process and to dissolve the nonprofit corporation. Any funds available after accounting for school closure and dissolution expenses shall be used to satisfy outstanding LMEG invoices up, through and including the date of termination of this Agreement, unless TPAN is then party to bankruptcy proceedings, in which case LMEG may submit a claim for all fees and reimbursements due and payable through the bankruptcy proceedings.

3.8 Rights, and Obligations after Termination. In the event of termination of this Agreement prior to expiration, TPAN shall pay LMEG any unpaid portion of the annual fee and costs for Services performed by LMEG through the effective date of termination. No termination of this Agreement shall affect the rights, obligations or claims of any party arising prior to the termination of such Agreement, including compensation due LMEG for Services provided under this Agreement prior to the termination date.

ARTICLE 4

CONFIDENTIALITY

4.1 Definition of Confidential Information. As used herein, "Confidential Information" shall mean:

(a) information disclosed by or on behalf of TPAN to LMEG or to LMEG's representative(s) concerning disciplinary, academic, health and other student records, including but not limited to those covered by the Family Education Rights and Privacy Act ("FERPA"); and

(b) information and materials disclosed by or on behalf of TPAN to LMEG or to LMEG's representative(s) relating in any manner to TPAN or TPAN's affiliates, which information and/or materials are not available to the general public or any information and/or materials disclosed by or on behalf of LMEG to TPAN or TPAN's representatives relating in any manner to LMEG or LMEG's affiliates which information and/or materials are not available to the general public; including, but not limited to, all diagrams, reports, methods, techniques, processes, future plans, financial information, cost and pricing information, computer programs, formulas and equations, the names of any of TPAN's or LMEG's suppliers or vendors, or the costs of such supplies or materials, the prices at which TPAN or LMEG obtains or has obtained, or at which TPAN sells or has sold, its products and services, written business records, specifications and budgets. Confidential Information shall include information learned or furnished either orally or in writing prior to or during the term of this Agreement.

4.2 Agreements Concerning Confidentiality. To protect against improper disclosure of Confidential Information, LMEG and TPAN agree that:

(a) all Confidential Information of the other party shall be and remain the exclusive property of such other party;

(b) except for disclosure required by law, each party shall limit access to Confidential Information of the other party to individuals employed or retained by the first party who have a need to know the Confidential Information in order to comply with the terms of this Agreement or other valid agreements between such parties. If either party is subject to a Public Records Act request or subpoena requiring the disclosure of Confidential Information, the party receiving the request or subpoena agrees to notify the other party prior to disclosing any Confidential Information in response to the request or subpoena; and

(c) the use of Confidential Information will be limited only to purposes of complying with each party's obligations hereunder and for such other purposes as shall be agreed upon by the other party in writing.

4.3 Exceptions to Confidentiality. The obligations of the parties contained in this Article 4 shall not apply to any Confidential Information which:

(a) was legally in a party's possession on a non-confidential basis prior to receipt from or receipt on behalf of the other party;

(b) was received in good faith on a non-confidential basis from a third party who is not subject to any confidentiality obligations;

(c) is now or later becomes publicly known through no breach of any obligations imposed by this Article 4 or other provision(s) of this Agreement; or

(d) was developed without the developing person(s) using any Confidential Information.

ARTICLE 5

STUDENT INFORMATION

5.1 The Parties will each comply with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“*FERPA*”), federal Children’s Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506) (“*COPPA*”), and other applicable state and federal laws pertaining to student information and privacy. LMEG is a “third party” which may receive pupil records under Nevada Education Code Section 49073.1(d)(6).

5.2 To the extent necessary to perform the Services, LMEG shall be designated as having a legitimate educational interest in accessing TPAN’s student education records, as that term is defined by and for purposes of FERPA, thereby allowing LMEG to access personally identifiable information from student education records from TPAN in order to provide its services. For purposes of this Agreement, the term “personally identifiable information” (“PII”) means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

5.3 LMEG shall not use or disclose pupil records, including PII, received from or on behalf of TPAN except as necessary to provide the Services, as required by law, or as otherwise authorized in writing by TPAN. LMEG shall protect the pupil records it receives from or on behalf of TPAN no less rigorously than it protects its own Confidential Information. LMEG will designate and train responsible individuals to ensure the security and confidentiality of pupil records. LMEG shall develop, implement, maintain and use reasonable administrative, technical and physical security measures to preserve the confidentiality and availability of all electronically transmitted pupil records received from or on behalf of TPAN. In the event of an unauthorized disclosure of PII, LMEG shall notify TPAN as soon as practicable, and shall, upon TPAN’s request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

5.4 LMEG shall not use PII pupil records to engage in targeted advertising contrary to Nevada law.

5.5 Within sixty (60) days of the termination or expiration of this Agreement, LMEG shall certify in writing that protected student information in the possession of LMEG has been returned and/or destroyed.

ARTICLE 6

WARRANTIES, INDEMNITIES AND INSURANCE

6.1 Warranties. Each party represents and warrants that it:

(a) is an organization duly organized, validly existing and in good standing under the laws of the state in which it is formed;

(b) has all requisite power and authority and the legal right to enter into this Agreement and to perform its obligations under this Agreement;

(c) has taken all necessary action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations under this Agreement;

(d) has duly executed and delivered this Agreement, which, in turn, constitutes a legal, valid, binding obligation, enforceable against such party in accordance with its terms; and

(e) has approved this Agreement by a majority of Governing Board members or other authorized Persons who do not have a conflict of interest in approving this Agreement.

6.2 Indemnities.

(a) Indemnification by TPAN. Except to the extent caused by LMEG'S gross negligence or willful misconduct, TPAN hereby agrees to indemnify, defend and hold harmless LMEG, and its managers, members, officers, directors, employees, affiliates and representatives from any and all claims, demands, suits, damages, costs, expenses or any other liability, including attorneys' fees and costs of investigation, arising out of or under or related to the breach by TPAN of any of its agreements, representations, warranties, or covenants contained herein; provided that, in no event, shall TPAN be liable to LMEG for any special, indirect, consequential or punitive damages, whether as a result of a claim based in contract, tort or otherwise.

(b) Indemnification by LMEG. Except to the extent caused by TPAN'S gross negligence or willful misconduct, LMEG hereby agrees to indemnify, defend and hold harmless TPAN, and its officers, directors, employees, affiliates and representatives from any and all claims, demands, suits, damages, costs, expenses or any other liability, including attorneys' fees and costs of investigation, arising out of or under or related to the breach by LMEG of any of its agreements, representations, warranties, or covenants contained herein; provided that, in no event, shall LMEG be liable to TPAN for any special, indirect, consequential or punitive damages, whether as a result of a claim based in contract, tort or otherwise.

(c) Notwithstanding anything to the contrary herein, TPAN and LMEG shall each remain and be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on either party any liability arising out of the operations of the other party, except as such liability may result from the performance of the first party's obligations under this Agreement.

ARTICLE 7

GENERAL PROVISIONS

7.1 Notices.

Any notice, demand, or communication required or permitted to be given to a party by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (i) delivered personally, (ii) sent by facsimile, or (iii) sent by registered or certified mail, postage prepaid, addressed to the party at the address set forth below. Except as otherwise provided herein, any such notice shall be deemed to be given on the date on which the same was personally delivered, on the date on which the notice was transmitted by facsimile if confirmation thereof is obtained or, if sent by registered or certified mail, three days after the

date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid. The inability to deliver any such notice because of a changed mailing address or facsimile, of which no notice was given, or because of the rejection or refusal to accept such notice, shall be deemed to be the effective receipt of the notice as of the date of such inability to deliver, rejection or refusal to accept. Notice may be given by counsel or an agent for a party.

If to LMEG:

Learning Matters Educational Group, LLC
4744 W Grovers Ave
Glendale, AZ 85308

If to TPAN:

Thrive Point Academy of Nevada
204 S. Decatur Blvd #210
Las Vegas, NV 89107

7.2 Waiver. No waiver of any breach of the terms of this Agreement shall be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach.

7.3 Severability. If any term, provision or section of this Agreement shall be found to be unenforceable, that term, provision, or section shall be stricken from this Agreement and shall not affect the validity or enforceability of the remaining terms, provisions and sections of this Agreement. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only as broad as enforceable.

7.4 Further Assurances. Each party shall execute such documents and shall give such further assurances as shall be reasonably necessary or desirable to perform its obligations hereunder.

7.5 Governing Law; Dispute Resolution.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without applying any choice of law provisions of the State of Nevada, or any other jurisdiction.

(b) If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, administered under the supervision of a mutually agreed upon mediator. The mediation shall be held in Clark County, Nevada.

(c) Should mediation not successfully resolve the dispute(s), then, subject to the provisions of Section 6.5(d), the parties agree to proceed to mandatory and binding arbitration before a single arbitrator, pursuant to existing rules of the American Arbitration Association, with procedures to be mutually agreed upon by the parties. The arbitration shall take place in Clark County, Nevada.

(d) Irrespective of the mediation and arbitration provisions set forth herein, each party understands and agrees that a breach of this Agreement may result in the other party suffering irreparable harm in which the full extent of damages may be impossible to ascertain and monetary damages may not be an adequate remedy. As such, in its sole discretion, either party may seek immediate judicial relief as available in law or equity, and the initiation of any judicial proceeding will suspend the dispute resolution procedures set forth above.

(e) The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the State of Nevada, in accordance with this Section 6.5, in deciding the issues to be heard. Notice of any motions before the arbitrator shall be given to the arbitrator. Any party may cause to be prepared, at its expense, a written transcription or electronic recordation of such arbitration. The award of the arbitrator shall be supported by written findings of fact and conclusions of law.

(f) Except as may be required by law, no party, mediator or arbitrator may disclose the existence, content, or results of any mediation or arbitration hereunder without the prior written consent of both parties.

(g) Each party will bear its own costs and expenses associated with the mediation and/or arbitration procedures set forth in this Section 6.5, except that the parties will share equally any fees payable to a professional mediator and/or arbitrator.

(h) With respect to any matter not subject to mediation or arbitration, each of the parties hereby irrevocably and unconditionally consents to submit to the jurisdiction of the federal courts of the United States of America, or if such federal courts do not have jurisdiction, to the courts of the State of Nevada for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and further agrees that service of any process, summons, notice or document by U.S. certified mail to the party's respective address set forth in this Agreement shall be effective service of process for any litigation brought against the party in any such court. Each of the parties irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this Agreement or the transactions contemplated hereby in the courts of the United States of America or the State of Nevada, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim that any such litigation brought in any such court has been brought in an inconvenient forum.

(i) Each of the parties irrevocably agrees and acknowledges that any judgment (whether issued by a court, arbitrator or other person or entity) which one party may have against the other party, and all other monetary claims which one party may have against the other party, may be enforced in any jurisdiction in which the party subject to the monetary obligation has assets.

7.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

7.7 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided herein, this Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

7.8 Entire Agreement; Amendment. Except as may be expressly set forth to the contrary herein, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties (and their affiliates) with respect to the subject matter hereof. This Agreement may be amended only in writing signed by the parties.

7.9 No Benefit to Others. Except as may be expressly set forth to the contrary herein, the representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties hereto and their successors and permitted assigns, and the Agreement will not be construed as conferring, and is not intended to confer, any rights on any other persons or entities.

7.10 Public Statements. The parties will coordinate with one another on all public statements regarding TPAN, including, without limitation, statements regarding the contractual relationship set forth in this Agreement, and statements regarding the performance by either party regarding the obligations hereunder. Except as required by Applicable Law, neither party will disseminate, publish or release any such statements or materials without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed.

7.11 Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy shall not preclude or waive the right to use any or all other remedies. These rights and remedies are given in addition to any other rights that the parties may have by law, statute, ordinance or otherwise.

7.12 Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to define or limit the scope, extent or intent of this Agreement or any provision herein.

7.13 Recitals and Exhibits. The Recitals and any Exhibits to this Agreement are hereby incorporated into this Agreement by reference.

7.14 Construction. The parties agree that this Agreement was jointly developed and prepared and shall not be construed for or against either party by reason of the physical preparation of this Agreement.

7.15 Facsimile and Pdf Signatures. The parties agree that, if a duly authorized representative of one party signs this Agreement and transmits such Agreement to the other party via facsimile or email transmission, and a duly authorized representative of the other party then signs such transmission, then this Agreement shall have been validly executed by both parties. In such case, the fully signed document and the facsimile or pdf of such document (bearing all signatures and transmitted to the party that originally signed such document), shall be deemed original documents.

7.16 Relationship of Parties. The parties to this Agreement are not partners or joint venturers. LMEG is an independent contractor of TPAN. This Agreement shall not constitute any party as

the legal representative or agent of the other, nor shall any party or any affiliate of any party have the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of the other party.

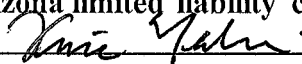
7.17 Independent Counsel.

(a) Joint Preparation. This Agreement shall be considered, for all purposes, as having been prepared through the joint efforts of the parties to this Agreement. No presumption shall apply in favor of or against any party in the interpretation of this Agreement or any such other agreement or instrument, or in the resolution of any ambiguity of any provision hereof or thereof, based on the preparation, substitution, submission, or other event of negotiation, drafting or execution hereof or thereof.

(b) Independent Counsel. Each party to this Agreement understands and acknowledges that each of them is entitled to and has been afforded the opportunity to consult legal and tax counsel of its choice regarding the terms, conditions and legal effects of this Agreement as well as the advisability and propriety thereof. Each party to this Agreement further understands and acknowledges that having so consulted with legal and tax counsel of its choosing, such party hereby waives any right to raise or rely upon the lack of representation or effective representation in any future proceedings or in connection with any future claim resulting from this Agreement.

7.18 Legal Fees. LMEG and TPAN shall pay their own respective legal fees incurred in negotiating and preparing this Agreement.

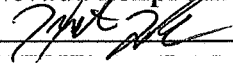
**LEARNING MATTERS EDUCATIONAL
GROUP, LLC,**
a Arizona limited liability company



By: Vincent Medina

Its: Principal, Thrive Point Academy

THRIVE POINT ACADEMY OF NEVADA
a Nevada nonprofit public benefit corporation



By: *Hector Gonzalez*

Its: *Board Member*

Approved by the Thrive Point Academy of Nevada Board of Directors at a meeting held
on *01/05/2023*

EXHIBIT A

1. Bookkeeping support, including:
 - 1.1. Chart of Accounts
 - 1.1. General Ledger
 - 1.2. Accounts Receivable
 - 1.3. Accounts Payable
 - 1.4. Fund/Restricted Accounts
 - 1.5. Fixed Assets and Inventory Control
 - 1.6. Student-Specific Accounts

2. Payroll
 - 2.1. Payroll Setup
 - 2.2. Payroll processing
 - 2.2.1. Retirement reporting
 - 2.2.2. Voluntary deductions
 - 2.2.3. Distribution of pay warrants and direct deposit administration
 - 2.2.4. Distribution of Form W-2
 - 2.2.5. Worker's Compensation
 - 2.2.6. Salary adjustments
 - 2.2.7. Prepare and Maintain Annual Calendars
 - 2.2.8. Exit forms (resignations, terminations, etc.)
 - 2.3. Health Insurance Services and Coordination

3. External Reporting
 - 3.1. Prepare and submit required budget reports
 - 3.2. Attendance reports
 - 3.3. Audit
 - 3.4. Categorical program budgeting and oversight
 - 3.5. Consolidated application
 - 3.6. National School Lunch Program
 - 3.7. General Reporting

4. Internal Reporting and Budgeting
 - 4.1. Budgeting/Cashflow
 - 4.2. Internal Monthly Reporting
 - 4.3. Detailed reporting in computerized accounting system
 - 4.4. Board Meeting Support

5. Policies
 - 5.1. Fiscal/Operating Procedures
 - 5.2. Safety Manual

6. Charter Development and Special Education Reporting
 - 6.1. State Revolving Loan Application
 - 6.2. Charter Renewal
 - 6.3. Special Education reporting