

CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

THIS CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT (this "Agreement") is dated this July 1st, 2023 by and between SIGNATURE PREPARATORY , a Nevada non-profit corporation ("SIGNATURE") and CHARTER ONE NV, LLC, an Nevada limited liability company (the "Service Provider").

RECITALS

WHEREAS, SIGNATURE entered into a contract with the State Public Charter School Authority (the "Charter School Contract") for the purpose of operating a charter school in Nevada (the "School") pursuant to the laws and regulations of the State of Nevada April 17, 2019 and

WHEREAS, the Governing Board of SIGNATURE which is also the governing body of the School (the "Board") may carry out any act and ensure the performance of any function by SIGNATURE and the School that is compliant with the Nevada and US Constitution; Nevada Education Code, other federal, state or local statutes and regulations, orders and rulings applicable to Nevada charter schools; and the Charter School Contract, and;

WHEREAS, SIGNATURE desires that its School's operations are professionally managed in accordance with the aforementioned laws and regulations; and

WHEREAS, among other things, Service Provider provides comprehensive educational and support services to charter schools;

WHEREAS, SIGNATURE has determined that it is in its best interest to engage Service Provider in connection with the development and operation of its schools, and Service Provider is willing to accept such engagement and provide certain services to the School pursuant to the terms and conditions of this agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SIGNATURE and Service Provider mutually agree as follows:

ARTICLE I CONTRACTING RELATIONSHIP

1.1 Engagement. SIGNATURE hereby: (i) engages Service Provider for the purpose of providing the services herein and, (ii) grants Service Provider the right, power, and authority that is necessary to perform the services set forth in this Agreement to the fullest extent permitted by law. Service Provider accepts such engagement, for the term herein specified, and agrees to act on behalf of SIGNATURE for the purposes outlined in this Agreement with such authority as granted to it by SIGNATURE and this instrument.

1.2 Board Authority. Notwithstanding any provision herein Service Provider expressly acknowledges and agrees that SIGNATURE is and shall always be governed by its Board which has responsibility for overseeing this Agreement and all School operations. Service Provider agrees to provide the services contained herein subject to the Board's oversight, policies, directives, and other applicable law. Furthermore, the parties hereby reaffirm and acknowledge that nothing in this Agreement shall preclude the Board to duly exercise its statutory, contractual and fiduciary authority and responsibility to govern its corporate and School operations.

1.3 Agreement. SIGNATURE hereby contracts with Service Provider, to the extent permitted by law, for the services set forth herein pursuant to the terms and conditions of this Agreement. Service Provider's obligations to SIGNATURE shall only be as expressly set forth in this Agreement. Duties which are not expressly set forth herein as being Service Provider's responsibility shall remain SIGNATURE's responsibility.

1.4 Status of the Parties. Service Provider is an Nevada limited liability company, and is not a division or a part of SIGNATURE. SIGNATURE is a Nevada nonprofit corporation, and is not a division or part of Service Provider. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and does not create an employer employee relationship. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment relationship, or to otherwise create any liability for one party with respect to indebtedness, liabilities or obligations of the other party except as otherwise may be expressly set forth herein. Except as expressly provided in this Agreement, no agent or employee of Service Provider shall be deemed to be the agent or employee or SIGNATURE. Service Provider shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. Service Provider alone possesses the sole duty to supervise, manage, operate, control and direct performance of the duties and obligations outlined in this Agreement, subject to the rights, supervision, review and approval of SIGNATURE, as described herein. The relationship between Service Provider and SIGNATURE is based solely on the terms of this Agreement, and the terms of any other written agreement(s) between Service Provider and SIGNATURE.

ARTICLE II TERM

This Agreement shall become effective as of July 1st, 2023 (the "Effective Date") and shall continue to and including June 30, 2029, unless otherwise restricted by state law or earlier terminated as provided herein. The term may be extended by the Board any time prior to one hundred eighty (180) days before termination of the initial term, or as agreed to in writing by the parties.

ARTICLE III FUNCTIONS OF SERVICE PROVIDER

3.1 Responsibility. Service Provider shall be responsible and accountable to the Board for the operation and performance of SIGNATURE's charter schools in accordance with

the Charter School Contract. Service Provider's responsibility is expressly limited by: (i) SIGNATURE's annual budget, which is to be submitted and approved by the Board, and (ii) the availability of state funding to pay for said services.

3.2 Ongoing Services. Service Provider agrees to provide the services listed in this Article III on an as-needed basis throughout the term of this Agreement (the "Ongoing Services"). The Ongoing Services include the items listed in Section 3.3 through 3.15.

3.3 Curriculum. Service Provider shall assist SIGNATURE in aligning its curricula standards with applicable Nevada state academic standards and any federal program standards in accordance with Board approval. In addition, Service Provider shall recommend and provide oversight to curriculum mapping, pacing guides, and other specialized programs of instruction as such shall be approved and adopted by the Board for the benefit of all students attending the School.

3.4 Information Technology. Service Provider shall manage and provide support for all information systems of the School including the following:

3.' .1 Student Information System. Service provider shall provide support for the School(s) student information system. In the event that the student information system is hosted by a third-party software provider, the cost of such provider shall be borne solely by SIGNATURE. Any costs incurred shall be approved by the Board or their designee prior to incursion unless specifically provided for in the annual budget.

3.' .2 Infrastructure Support. SIGNATURE shall be responsible for providing all computers, projectors, copy machines, network equipment, software, and all other equipment of whatever nature and kind for use at the School. All such equipment costs shall be borne solely by SIGNATURE. Service Provider agrees to provide software planning, design and development services, and shall provide support services for computer or network-related issues. In addition to support services, Service Provider agrees to provide training to School personnel with respect to information technology systems.

3.5 Professional Development and Training. Service Provider shall conduct in-house teacher training programs in subject content, classroom management, assessment design and state and federal law compliance including exceptional student services compliance to all teaching personnel on a regular basis. Instructional personnel shall receive at least the minimum hours of professional development required by applicable laws. Non-instructional personnel shall receive such training as Service Provider determines reasonable and necessary. Service Provider shall ensure that such training and development is consistent with the guidelines released by the Nevada Department of Education.

SIGNATURE acknowledges that the provisions of these training modules and ongoing support reduces and may even eliminate the need to pay for and attend trainings and conferences that would otherwise be provided by outside industry providers. Nothing contained in this Agreement shall prevent the SIGNATURE Board members, employees,

administrators and/or support staff from choosing to participate in additional training or professional development not provided by Service Provider, but in such event, all such costs shall be borne solely by SIGNATURE or the individual attending such training or development.

3.6 Accounting and Financial Services. Service Provider shall manage all accounts, finances, and financial records related to the operation of the School(s) including but not limited to:

3.6.1 **Annual Audit.** SIGNATURE shall be responsible for the cost of any annual audit required by the Charter Contract, any other contract to which SIGNATURE is a party, and as required by applicable law. Service Provider shall cooperate in the preparation of the annual audit and any other accounting reviews which are undertaken by independent auditors approved or selected by SIGNATURE. Service Provider shall make all of SIGNATURE's records available to the auditor as required by law.

3.6.2 **Taxes.** Service Provider shall be responsible for preparing required income, property and sales tax returns in a timely manner and as required by local and federal law. SIGNATURE shall bear responsibility for the filing of all such returns. SIGNATURE agrees to cooperate with Service Provider in providing Service Provider with all necessary information needed in order to fulfill the obligations of the preceding sentence. Fees for the preparation of tax returns shall be borne solely by SIGNATURE. SIGNATURE shall be responsible for the payment of its own taxes.

3.6.3 **Tax Position and Required Approvals.** Service Provider agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to SIGNATURE with respect to the managed property. For example, Service Provider will not take any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to the managed property. Notwithstanding any other provision of this Services Agreement, SIGNATURE shall approve (i) the annual budget for the property to be used or managed by Service Provider (the "Managed Property"), (ii) capital expenditures with respect to the Managed Property, (iii) each disposition of property that is part of the Managed Property, (iv) rates charged for the use of the property (which approval may be demonstrated by expressly approving such rates or a general description of the methodology for setting such rates, or by requiring Service Provider charge rates that are reasonable and customary as specifically determined by, or negotiated with, an independent third party). Both parties acknowledge that Service Provider does not have any role or relationship with SIGNATURE that, in effect, substantially limits SIGNATURE's ability to exercise its rights under this Services Agreement.

3.6.4 **Record Keeping.** Service Provider shall be responsible for preparing and maintaining all financial records related to the School. Such records include but are not limited to: income statements, balance sheets, statements of cash-flows, and other financial statements and documents related to the operations of the school. Service Provider agrees that all financial records, reports, and financial data are and will forever be

the property of SIGNATURE, and, as such, Service Provider agrees to make all such records available to SIGNATURE at all reasonable times and during all regular business hours. Financial statements will be prepared in such a way as to show budget vs. actual results on a monthly basis. All permanent records shall be maintained at the School site.

Additionally, Service Provider shall assure that all financial records for the school are maintained, posted and reconciled at least monthly. SIGNATURE shall assure that all financial records for the school are open for public inspection during reasonable business hours.

The parties acknowledge that the approval of the annual budget for SIGNATURE is the sole responsibility of SIGNATURE. Service Provider shall have no authority to approve the annual budget. However, Service Provider agrees to prepare and recommend an annual budget for approval by the Board. Once approved, Service Provider shall submit, on behalf of the School, to the Nevada Department of Education, and to any other agency, the approved budget.

Service Provider agrees to assume responsibility for all financial reporting requirements to all financial institutions as required by contract or applicable law.

3.6.5 Payroll. Service Provider shall be responsible to provide payroll processing for all employees of SIGNATURE. Service Provider reserves the right to contract with a third-party to assist with any and all payroll services, and SIGNATURE agrees to bear the costs associated with such third party. Unless specifically authorized in the annual budget, Service Provider shall obtain, in writing, authorization prior to expending funds or obligating the School. Service Provider will oversee the payment of all payroll taxes and applicable withholdings for state, federal and local purposes.

3.6.6 Banking. SIGNATURE shall be responsible for establishing all necessary bank accounts and banking relationships on behalf of SIGNATURE and in accordance with state law for operation of its School(s). SIGNATURE and Service Provider shall be listed on all School bank accounts and shall be entitled to receive copies of any financial reports and statements of account prepared and produced by the bank. The proceeds of all such School accounts are the property of the School.

3.6.7 Purchasing. Service Provider shall, upon approval from the Board, coordinate on behalf of SIGNATURE the purchasing of all furniture, fixtures, equipment, textbooks, software, information technology supplies, and other items necessary for School operations. SIGNATURE shall be solely responsible to bear the costs of such purchases. Service Provider shall not obligate SIGNATURE without first receiving approval from an authorized SIGNATURE employee, administrator and/or Board.

3.7 Exceptional Student Services. Service Provider shall assist SIGNATURE in understanding state and federal exceptional student services laws, and suggest policies and procedures to the Board that will assist SIGNATURE in complying with such laws. Ultimately, SIGNATURE is solely responsible to ensure compliance with all applicable local, state, and/or federal laws.

Service provider, in accordance with Board policies and procedures, and in compliance with state and federal law and the terms and conditions of this Agreement, shall coordinate with SIGNATURE to ensure the maintenance of all exceptional student services records. In providing this service, Service Provider will oversee all case management handbooks for all School personnel, and will provide all exceptional student services teachers and staff with periodic training and make recommendations to the Board relating to hiring, or contracting with third party service providers to provide additional exceptional student services. The parties acknowledge that the fees incurred by such third-party contracts with third party service providers shall be paid entirely by SIGNATURE and are not included in Service Provider's fee as outlined in Article V of this Agreement.

Service Provider shall assist SIGNATURE in researching and drafting grant applications or other funding applications for exceptional student services. Written applications shall be provided to and approved by SIGNATURE or the Board prior to submission.

3.8 Human Resources. Service Provider shall assist SIGNATURE with all aspects of human resources including hiring and management of SIGNATURE employees. Such assistance shall include but not be limited to:

3.8.1 Staffing. It is understood and agreed that all of the faculty, staff, and administrators of the School(s) shall be employees of SIGNATURE. The Service Provider's role in employment decisions is purely advisory. SIGNATURE hereby conveys authority to Service Provider to manage and supervise employees, but SIGNATURE shall maintain sole authority to hire and discharge all employees.

The preceding sentence shall not apply to employees of Service Provider who are leased to SIGNATURE. In such circumstances, Service Provider shall have full decision-making authority with respect to such leased employees. For any leased employees, Service Provider will comply with all state and federal laws applicable to School personnel including, without limitation, initial and updated criminal background checks and clearances.

Service Provider shall prepare a hiring chart for each School(s) and will assist, as needed and authorized by SIGNATURE with job fairs, recruiting initiatives, candidate interviews, and other initiatives aimed at hiring the most qualified individuals for employment at the School.

In addition, Service Provider shall assist SIGNATURE in complying with all state and federal laws applicable to School personnel including, without limitation, initial and updated criminal background checks and clearances.

3.8.2 Benefits. SIGNATURE hereby authorizes Service Provider to coordinate on its behalf all benefit programs including health and retirement benefits for all School employees. In carrying out this responsibility, Service Provider may contract with a third party or parties to administer health care and retirement plans. Service Provider agrees to use its best efforts to find qualified, reputable and cost effective third parties for such services, and will seek authorization from the Board to contract, on behalf of the School, with such third parties. The costs of contracting with third parties shall be borne solely by SIGNATURE upon approval from the Board.

3.9 Section 504 of the Rehabilitation Act of 1973 and Subsequent Amendments. Service Provider shall assist SIGNATURE in understanding state and federal laws relating to Section 504, and suggest policies and procedures to the Board that will assist SIGNATURE in complying with such laws. Ultimately, SIGNATURE is solely responsible to ensure compliance with all applicable local, state, and/or federal laws.

SIGNATURE hereby grants, and Service Provider accepts from SIGNATURE authority to act as Section 504 Coordinator and Compliance Officer on behalf of SIGNATURE. SIGNATURE shall complete all requirements necessary to appoint Service Provider as Coordinator and Compliance Officer.

3.10 Marketing. Service Provider, as enumerated below, shall oversee the many aspects of marketing and branding for SIGNATURE and will develop an effective marketing plan to promote ongoing enrollment. Such work may include the use of internet, social media, public announcement, print and email advertising. Service Provider's role in all marketing is strictly managerial in nature and any and all costs associated with marketing, branding, and website development shall be the sole responsibility of SIGNATURE and approved by the Board.

3.10.1 Website. Service Provider shall assist in the design, hosting and maintenance of a website for SIGNATURE, which shall include SIGNATURE related announcements, donations section, calendar and any additional information deemed necessary by either party. SIGNATURE shall be responsible to ensure website content is up to date and accurate. SIGNATURE's current website, www.Signatureprep.org is and at all times will remain the property of Service Provider.

3.10.2 Costs. For purposes of clarification, SIGNATURE shall be solely responsible for all costs of marketing including but not limited to: (i) Printing fees for marketing materials specific to each campus including but not limited to, flyers for enrollment drives, fundraising documents and forms, shipping costs for mailers and other wide-scale distribution, etc., and (ii) Service Provider may charge SIGNATURE for the use of an outside marketing agency if said agency work directly benefits SIGNATURE and is deemed by Service Provider to be necessary to promote full enrollment for the schools, to the extent such work has been approved by SIGNATURE or the Board.

3.11 Enrollment. Service Provider shall create, maintain and oversee all enrollment policies and processes for SIGNATURE, subject to approval by the Board, that are compliant with applicable federal, state and local law. The primary responsibility for enrollment and retention of students shall reside with SIGNATURE, but Service Provider shall provide ongoing support and training for such efforts. All student records, including enrollment records, are the property of the School and shall be maintained by the School and stored on-site.

3.12 Grants. At the request of the Board, Service provider may solicit grants available for the funding of SIGNATURE from various government and private institutional sources that may be available. Because the time expended on obtaining grants is difficult to estimate, Service Provider may charge SIGNATURE additional fees for such efforts. The parties to this Agreement shall agree to such additional fees prior to Service Provider commencing such work.

3.13 Food Services. Service Provider shall be responsible for SIGNATURE's Food Service Program and shall provide lunch and other a la carte food items for purchase by students and staff at the school facilities. Any revenues generated from food service programs provided by Service Provider are the property of the Service Provider. Moreover, Service Provider shall assist the School by providing management and oversight in the following areas:

3.13.1 **Staff.** Service Provider shall find, interview, and recommend to SIGNATURE qualified personnel to be hired by SIGNATURE specifically to work in the Food Services Department of the School. As pertaining to all hiring and terminating decisions of School employees, Service Provider's role is only advisory.

3.13.2 **Training.** Service Provider shall provide the School with policies and procedures related to Food Services that are aligned with state and local health laws and regulations. Upon approval of such policies and procedures from the Board, Service Provider will train all food service personnel in accordance with approved policy and ensure that all food items are prepared in accordance with all the aforementioned laws and regulations.

3.13.3 **Accounting.** Service Provider shall maintain the point of service software provided by the School for the collection of all fees and monies generated through the purchase of food and beverage products sold at the School. Service Provider shall include financial statements related to food services with the other Financial Statements required under this Agreement and shall provide the Board and designated School Administrator(s) online access to accounting portals and reports.

3.13.4 **Kitchen and Food Preparation Equipment.** Service Provider shall oversee the maintenance and repair of all equipment used for Food Services. Such oversight shall include ensuring that equipment is properly cared for and is in good repair.

3.13.5 **Third Party Vendors.** In carrying out its responsibilities under Section 3.13 Service Provider may contract with third-party vendors who have expertise in the area of Food Services Management provided that SIGNATURE bears the entire cost of such contracts. No contract with third-party vendors shall be entered into without the express written approval of the Board.

3.13.6 **Authority.** The Board retains the sole decision making power in determining participation in local, state, and federal programs related to food services. The Service Provider shall not apply for or accept outside funds without the written approval of the Board.

3.14 **Physical Facilities Management.** Service Provider shall be primarily responsible for the management and maintenance of all School physical facilities. Service Provider shall find and interview qualified professionals with expertise in facilities management, custodial, landscaping, and facility improvements, and make recommendations to the Board for the hiring of the same. Service Provider may also make recommendations for contracting with third-parties with expertise in physical facilities management. In any case, SIGNATURE shall bear all costs associated with physical facilities management. All costs not specifically approved in the School budget must receive authorization from the Board or authorized designee prior to incursion. Service Provider agrees to provide management services to all physical facilities personnel and/or third parties, and to train them in accordance with approved policies and procedures. Service Provider's level of support will be to ensure that all physical facilities are maintained to a

reasonable standard of care that supports SIGNATURE's brand and image, fosters a safe environment, and is in compliance with building codes and specifications. Should any facility require a major improvement beyond the scope of normal maintenance, Service Provider shall promptly bring the issue to the attention of SIGNATURE and its Board and will cooperate with SIGNATURE to remedy the situation.

3.15 Compliance. Service Provider acknowledges that this Agreement is subject to the terms of the Charter School Contract and any other laws and regulations applicable to charter schools in Nevada. Service Provider agrees to provide its services in a manner consistent with said laws and regulations. Should SIGNATURE be found to be out of compliance, Service Provider shall work to remedy such non-compliance and shall oversee any corrective action plan imposed by the State Public Charter School Authority or other state or federal agency insofar as such non-compliance findings or corrective action plans are related to the Services provided herein.

3.16 Contracting. SIGNATURE acknowledges and agrees that Service Provider may contract or subcontract any part of or all of the Services required by this Agreement thereby delegating performance of but not responsibility for such Services. Service Provider is hereby granted authority to contract or subcontract with qualified entities, persons, expert or professional advisors. Service Provider agrees to bear the costs of such contracts unless SIGNATURE agrees, in writing to bear such cost burdens.

ARTICLE IV INTELLECTUAL PROPERTY

4.1 License Grant. As part of the services provided under this Agreement, Service Provider hereby grants to SIGNATURE the revocable, non-exclusive right to use its Intellectual Property including use of the SIGNATURE PREPARATORY name and SIGNATURE PREPARATORY (the "Marks") as set forth in **Exhibit A**, solely in connection with SIGNATURE's performance under this Agreement to operate the charter school(s) and only in connection with charter schools for which Service Provider provides Services (the "License"). The License includes the right and obligation to use the SIGNATURE PREPARATORY mark in the name of the charter school.

4.2 Term of License. The License shall terminate for the School upon the termination of this Agreement. Upon termination of the License SIGNATURE shall immediately cease all use of the Marks in connection with that School, except that SIGNATURE shall have up to ninety (90) days following termination to change the name of the School that incorporates the SIGNATURE mark(s) to a name that does not incorporate the SIGNATURE PREPARATORY mark and obtain the necessary regulatory authority. For good cause shown, this time period will be extended upon receipt of a written request from the School.

For purposes of this Agreement, "Intellectual Property" shall mean all tangible and intangible rights associated with works of authorship, whether original or reproduced by

Service Provider or any other individual or entity that is originally authored, originated, discovered and invented by Service Provider or licensed to Service Provider, regardless of whether the same have been registered, copyrighted, trademarked, or patented. Intellectual Property shall include, but is not limited to, all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by Service Provider and/or Signature Preparatory, Inc., its employees, agents or subcontractors and all trademarks, service marks, design marks, trade names, domain names, registrations and applications for registration thereof, and any common law rights pertaining thereto, belonging to Service Provider and/or Signature Preparatory .

No later than thirty (30) days after termination of this Agreement, SIGNATURE shall surrender and return all Intellectual Property to Service Provider. Failure to do so will subject SIGNATURE to a monthly charge equal to ten percent (10%) of the monthly Service Fee that would otherwise be due and payable if the Agreement was in full force and effect, which shall continue to accrue each month until the Intellectual Property has been returned to Service Provider.

ARTICLE V COMPENSATION

5.1 Compensation for Ongoing Services. In return for providing the Ongoing Services and Intellectual Property License provided by Service Provider, SIGNATURE shall pay Service Provider an amount equal to \$760 per student Full Time Equivalent (FTE) enrolled at SIGNATURE (the "Service Fee"). The Service Fee shall be payable in equal monthly installments, beginning on July 1, 2023 and on or before the fifth (5th) day of each month thereafter in an amount equal to one-twelfth (1/12) of the Service Fee. However, SIGNATURE shall have no obligation to pay such fee before receiving its FTE funding from the state of Nevada, such funding does not include funds for special services or federal dollars, in which event the monthly installments shall accrue until funding is received.

5.2 Additional Services. As referenced in this Agreement, certain additional services provided by Service Provider outside of the Ongoing Services may be recommended by Service Provider for approval by SIGNATURE or the Board. The costs for the additional services, after approval by SIGNATURE or the Board, shall be charged separately to SIGNATURE. SIGNATURE recognizes that Service Provider possesses the time, expertise, negotiating power and the ability to procure such additional services beyond the time, expertise, negotiating power and ability available to SIGNATURE. In procuring such reimbursable additional services, SIGNATURE is exercising and utilizing its time, expertise, negotiating power and ability, which in and of itself is a valuable service provided for SIGNATURE.

5.3 Reimbursement of Costs. Service, Provider shall be reimbursed for actual costs incurred that are the responsibility of SIGNATURE as defined in this Agreement. SIGNATURE agrees to pay all reimbursements owed to Service Provider within 60 days after receipt of invoice from Service Provider.

5.4 Interest. In the event SIGNATURE fails to pay any fee, cost, expense, or reimbursement due to Service Provider, and unless otherwise stated in this Agreement, all unpaid amounts shall be subject to an interest charge at an annual rate equal to the greater of the following: (1) the prime rate (or similar rate) as published in the Wall Street Journal plus five percent (5%); or (2) ten percent (10%) whichever is lower.

ARTICLE VI TERMINATION

This Agreement may terminate upon the occurrence of any of the following events as provided in Sections 6.1 through 6.5 below.

6.1 If either party provides written notice of its intent to terminate the Agreement, for any reason, at least one hundred eighty (180) days prior to the date of termination.

6.2 If the Nevada state legislature or any other source of public funding fails to appropriate funds for the operation of charter schools in the state of Nevada. In such an event, this Agreement shall terminate on the last date that funds are appropriated for the operation of the charter school. Additionally, if any federal, state, or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may terminate this agreement upon 30 days' notice.

6.3 If SIGNATURE's Charter School Contract is revoked or not renewed by the State of Nevada, this Agreement shall terminate on the date the Charter Contract expires or on the date of revocation, as applicable.

6.4 If SIGNATURE commits any material breach which is not cured within thirty (30) days, or Default as defined in Section 9.1, Service Provider may elect to immediately terminate this Agreement, which termination shall be effective upon delivery of written notice to SIGNATURE pursuant to the provisions of Section 11.12 herein.

6.5 If Service Provider commits any material breach which is not cured within thirty (30) days or Default as defined in Section 9.1, SIGNATURE may elect to immediately terminate this Agreement, which termination shall be effective upon delivery of written notice to Service Provider pursuant to the provisions of Section 11.12 herein. SIGNATURE may elect to waive such Default, and continue receiving services from and utilizing the Intellectual Property provided by Service Provider in consideration for its fulfillment of each of the duties and obligations provided for in this Agreement through the end of the current fiscal year.

ARTICLE VII WARRANTIES AND REPRESENTATIONS

7.1 SIGNATURE Warranties and Representations. SIGNATURE represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

7.2 Service Provider Warranties and Representations. Service Provider warrants and represents that it is a limited liability company in good standing. Service Provider further warrants that the services it provides shall be performed by adequately trained persons in a professional and workmanlike manner.

7.3 Mutual Warranties. SIGNATURE and Service Provider mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE VIII INDEMNIFICATION

Each party to this Agreement does hereby indemnify, defend, save and hold harmless the other and their respective directors, officers, employees, agents and other representatives from and against any and all manner of loss, cost, expense (including attorneys' fees and other costs and expenses of litigation, defense and appeal), damage, injury, liability, claims, actions and causes of action whatsoever arising from (i) its own negligent or willful acts or omissions; (ii) breach of this Agreement; or (iii) operation of its own business. The indemnification obligations contained in this Section shall survive the termination of this Agreement.

Service Provider shall indemnify, save and hold harmless SIGNATURE and its Board against any and all claims, demands, suits, action, proceedings, losses, costs, judgments, damages, or other form of liability to third parties, of every kind and description, actual or claim, including but not limited to attorneys' fees and/or litigation expenses, including but not limited to injury to property or persons (including but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of the management company or from conduct committed or alleged to have been committed by the on the premises of the School, or from conduct committed by the management company's employees, officers, directors, subcontractors, or agents during the term of the Charter Contract or any renewal thereof. Additionally, the management company shall defend the Authority in any such action or proceedings brought thereon. This provision shall survive the termination of this contract.

ARTICLE IX DEFAULT; ALTERNATIVE DISPUTE RESOLUTION.

9.1 Default. An event of default by either party shall be limited to the following: (i) SIGNATURE fails to make any payment due hereunder within thirty (30) days after the date such payment was due; (ii) SIGNATURE or Service Provider materially breaches any of its obligations under this Agreement and fails to cure such material breach within sixty (60) days after notice of such breach; (iii) If Service Provider commences any case or proceeding, or files any petition in bankruptcy, or for reorganization, liquidation or dissolution, or be adjudicated, insolvent or bankrupt, or shall apply to any tribunal for a receiver, intervener, conservator or trustee for itself or for any substantial part of its property; or if there shall be commenced against it any such action and the same shall remain undismitted for more than sixty (60) days; and/or (iv) if Service provider is found by an administrative or judicial body had revoked any license that may be required for Service Provider to carry on its business and perform its obligations and functions under this Agreement.

9.2 Dispute Resolution. In the event that any dispute arises relating to this Agreement between Service Provider and SIGNATURE, the parties agree to first submit the dispute to non-binding arbitration pursuant to the provisions below.

9.2.1 Written notice requesting arbitration will be sent by the initiating party via certified mail or registered mail, return receipt requested, to the other party. The notice shall state the nature of the dispute, the amount involved, if any, and the remedy sought.

9.2.2 The parties hereto shall mutually agree to retain one arbitrator to hear the dispute. The arbitration shall take place in or near Clark County, Nevada and in accordance with the rules promulgated by the American Arbitration Association in place at the time of such dispute. If the parties cannot agree to one arbitrator, each party hereto shall retain an arbitrator, and those arbitrators shall agree on a third arbitrator. The dispute shall then go before the three arbitrators.

9.2.3 The arbitrator(s) will issue an award in writing based upon a hearing at which evidence may be introduced without following strict rule of evidence but in which cross-examination and rebuttal will be allowed. The arbitrator(s) will make an award within thirty (30) days following the termination of the hearings unless the parties agree to an extension.

9.2.4 The parties hereto shall pay the total fees and costs incurred in arbitration evenly, unless a three-arbitrator panel is utilized in which case each party shall be individually responsible for the fees associated with their selected arbitrator and shall divide all other costs and fees evenly.

9.2.5 Each party shall bear their own costs and attorneys' fees incurred in arbitration and the arbitrator shall not award attorneys' fees and costs associated in arbitration to any other party.

ARTICLE X INSURANCE

Each party shall maintain adequate insurance coverages for liability and property loss with limits commensurate for charter schools in Nevada, as well as worker's compensation insurance in compliance with federal, state and local law including but not limited to NAC 386.215. The Authority shall be named as an additional insured under all insurance policies identified under NAC 386.215.

ARTICLE XI MISCELLANEOUS

11.1 Conflicts of Interest. No officer, shareholder, employee or director of Service Provider may serve on the Board. Service Provider will comply with the Conflicts of Interest rules set out in the Charter School Contract.

11.2 Debt. SIGNATURE is solely responsible for all debt it incurs and the State Public Charter School Authority shall not be contractually bound on SIGNATURE's account to any third party.

11.3 Place of Performance. It is understood and agreed that Service Provider may perform functions other than those normally performed on the physical campus of the School(s) such as purchasing, professional development, and administrative functions off-site at other Service Provider locations unless prohibited by contract or applicable law.

11.4 Student Records. All educational records, including student records, are records of SIGNATURE and shall be maintained by SIGNATURE in a reasonably accessible electronic and/or physical form and in accordance with any and all applicable laws. Service Provider shall adhere to all federal and state laws and regulations protecting the confidentiality of student records including but not limited to the provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA") and the applicable state freedom of information and/or open records laws. SIGNATURE hereby designates the employees and managers of the Service Provider as "other school officials" and agents of SIGNATURE, as having a legitimate educational interest in the schools, and as acting as a contractor providing institutional services and functions solely for the purpose of entitling such people's access to education records under FERPA 20 U.S.C. §1232g and 34 C.F.R. § 99.31.

11.5 Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement.

11.6 No Benefit to Others. This Agreement is not intended to create any rights of a third party beneficiary, whether a constituent of Service Provider or otherwise.

11.7 Entire Agreement: Amendment. This Agreement constitutes the full,

entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This

Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual, written consent of the parties. Any substantial amendment to this Agreement shall require approval of the Board.

11.8 Waiver. No Waiver or provision of this Agreement shall constitute a waiver of any other provision of the Agreement, nor shall a waiver constitute an ongoing waiver, unless otherwise expressly stated.

11.9 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, provision 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.

11.10 Governing Law. The laws of the State of Nevada shall govern this Agreement and any legal determination of rights, duties and remedies of the parties arising from a dispute related to the Agreement. The courts located in Clark County, Nevada shall have jurisdiction over any dispute arising out of this Agreement.

11.11 Assignment. Neither party may assign this Agreement to another party without the prior written consent from the other party. Notwithstanding the foregoing, Service Provider may delegate the performance to but not the responsibility for, specific portions of this Agreement to qualified third party contractors, professional service providers or experts, subject to SIGNATURE's approval, which approval shall not be unreasonably withheld.

11.12 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.

11.13 Notice. 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, or (ii) 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, 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, facsimile or email, 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.

If to SIGNATURE:
SIGNATURE PREPARATORY , INC
Attn: Michael Olsen
498 So Boulder Hwy
Las Vegas, NV 89015
702.629.9166
michael.olsen@signatureprep.org

If to Service Provider:
CHARTER ONE NV, LLC
Attn: Mr. Gabe Shirey
1050 E. Flamingo Rd #107-1077
Las Vegas, NV 89119
(702) 493.5661
gabe@nevadacharter.one

11.14 Headings. The headings in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.

11.15 Adequate Consideration. Each party hereto acknowledges that consideration for this Agreement consists only of the terms set forth in this Agreement, and agree that such consideration is fair, adequate, and substantial.

11.16 Independent Counsel. Each party to this Agreement acknowledges that it has had the opportunity to retain independent counsel with respect to its decision to enter into this Agreement. The signatures affixed to this Agreement represent that the parties are entering into this Agreement freely and without coercion by any other party or non-party hereto.

11.17 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the parties have executed this agreement as of the days below.

SIGNATURE PREPARATORY, INC.
A Nevada non-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

Charter One NV, LLC

An Nevada Limited Liability Company

By: _____

Name: _____

Title: _____

Date: _____

