

**EXHIBIT RR**

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## RECEIVERSHIP APPOINTMENT

This Receivership Appointment ("Appointment") is made as of October 26, 2015, by the **NEVADA STATE PUBLIC CHARTER SCHOOL AUTHORITY**, ("SPCSA") appointing **JOSHUA M. KERN** of TenSquare, LLC ("Receiver") to act as a receiver and manager of the assets, operations and undertakings of Quest Academy Preparatory Education, a Nevada State funded charter school.

### RECITALS

A. Quest Academy Preparatory Education ("Quest"), is a Nevada State funded charter school located in Las Vegas, Nevada metropolitan area organized, operated and governed pursuant to Chapter 386 of the Nevada Administrative Code, which governs Local Administrative Organization relating to Charter Schools, and Title 23 of the Nevada Revised Statutes, governing Public Officers and Employees under Nevada Revised Statutes under Chapter 281.

B. Quest operates its charter school at four (4) campuses in the Las Vegas metropolitan area consisting of: (i) the Alexander Campus located at 7550 West Alexander, Las Vegas, Nevada 89149 servicing kindergarten; (ii) the Bridger Campus located at 1300 East Bridger, Las Vegas, Nevada 89101 servicing kindergarten through fifth grade; (iii) the Roberson Campus located at 7485 Azure Drive, Las Vegas, Nevada 89130 servicing seventh through twelfth grade; and (iv) the Torrey Pines Campus located at 4660 North Rancho Drive, Las Vegas, Nevada 89130 servicing kindergarten through sixth grade.

C. Pursuant to that certain resolution and agreement entered into between Quest and the SPCSA board as a condition to granting an amendment request on August 25, 2015, the Director of the SPCSA, acting on delegated authority from the SPCSA Board, appointed Joshua M. Kern as the receiver and manager of the assets, operations and undertakings of Quest, effective October 26, 2015, with full legal authority over all aspects of school finance, operations, and academics, all records of any kind relating to any of the foregoing, all funds and proceeds relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds) of Quest (the "Receivership Property").

D. SPCSA and the Receiver desire through this Appointment to further define the duties, responsibilities, authority and compensation of the Receiver pertaining to Quest and the Receivership Property.

**NOW, THEREFORE**, acting in the authority granted to the SPCSA board by Quest pursuant to the conditions of approval of the August 25 Amendment request, and the authority delegated by the SPCSA board to the Executive Director at the September 28 Board meeting, the SPCSA Executive Director issues the following appointment to which the Receiver agrees shall remain in full force and effect until such time as it is replaced by a judicial order appointing a receiver, or the SPCSA and the Receiver agree in writing that it should be amended, terminated or replaced:

1 In addition to those powers granted by law, the Receiver is authorized to do the following:

- 1.1 To hold, preserve, administer, and operate the business and activities of Quest consistent with its lawful authority and nonprofit purposes with full authority to perform all acts necessary or incidental thereto, including the power to hire and terminate employees;
- 1.2 To continue to operate Quest's campuses in such manner, to such extent, and for such duration as the receiver may in good faith determine to be in the best interest of Quest's students and in the public interest subject to revocation or termination of the Quest's charter issued by the SPCSA;
- 1.3 To immediately collect, marshal, take custody, control and possession of, conserve, hold and manage all funds, accounts, property, premises, mail and other assets of, or in the possession or under the control of Quest, wherever situated, with the power to collect, receive and take possession of all goods, rights, credits, money, leases, books, work papers, and records of accounts, contracts, financial records, monies on hand in banks and other papers and documents of Quest;
- 1.4 To employ such managers, agents, employees, servants and contractors including, without limitation, members and employees of TenSquare, LLC, as may in his judgment be advisable or necessary in the management, conduct, control or custody of the affairs of Quest and the Receivership Property;
- 1.5 To make such payments and disbursements as may be necessary and advisable for the preservation of the business of Quest and the Receivership Property as may be necessary and advisable in discharging his duties as receiver;
- 1.6 To retain and employ investigators, attorneys, accountants and other professionals of his choice, to assist, advise and represent him in his duties as receiver of Quest;
- 1.7 To receive and collect any and all sums of money due to or owing to Quest in any manner whatsoever, whether now due or hereafter due and payable, and to do such things and enter into such agreements in connection with the administration, care, preservation and maintenance of the business and assets of Quest as he may deem advisable;
- 1.8 To institute, prosecute and defend, compromise, adjust, intervene in or become a party to, or assist the Attorney General for the State of Nevada in prosecuting such actions or proceedings as may be necessary or proper for the collection, marshaling, protection, maintenance, or preservation of the Receivership Property, as well as to appear in and conduct the defense of any suit in any court by or against Quest, where such prosecution, defense or other disposition of such action or proceeding will in the judgment of the Receiver be advisable and proper for the protection of business and Receivership Property;
- 1.9 To obtain information within the custody or control of any person, firm or entity needed to identify the accounts, employees, properties, or other assets of Quest, including the Receivership Property;

- 1.10 To pay himself a reasonable compensation, including reimbursement for actual out-of-pocket expenses incurred, for fulfilling his duties as receiver for Quest, subject to approval by SPCSA, from the assets of Quest;
- 1.11 Take exclusive and immediate possession, custody, and control of the Receivership Property and preserve, protect and manage said Receivership Property;
- 1.12 Exclude all third parties, or anyone claiming under or through them who does not have valid rights for possession of the Receivership Property, or any portion thereof, from possession of said Receivership Property, or any portion thereof;
- 1.13 Use, operate, manage, and control the Receivership Property;
- 1.14 Have signatory authority over all Quest bank accounts;
- 1.15 Take exclusive and immediate possession, custody and control of the Quest's records, books of account, ledgers and all business records related to the Receivership Property, wherever located and however maintained (including, without limitation, information contained in the computers and any and all software relating thereto, as well as banking records, statements, and canceled checks and a list identifying all passwords, identification numbers, and other information necessary or appropriate for access to these accounts);
- 1.16 Take exclusive and immediate possession, custody and control of all of Quest's websites, email accounts and passwords (and computers and software relating thereto) related to the Receivership Property or its operation;
- 1.17 Take exclusive and immediate possession, custody and control of all documents that pertain to the Receivership Property, including, but not limited to, all licenses, permits, or governmental approvals relating to the Receivership Property and will execute any and all documents necessary to renew and transfer licenses for the Receivership Property as allowed by the rules and regulations of the applicable government agencies;
- 1.18 Take exclusive and immediate possession, custody and control of all contracts, leases, subleases, management agreements, franchise agreements, royalty agreements, employment agreements, licenses, assignments, or other agreements of any kind whatsoever, whether currently in effect or lapsed, which relate to the Receivership Property;

- 1.19 To continue in effect any contracts, agreements, letters of credit and all other instruments presently existing and not in default relating to the Receivership Property; to negotiate or to enter into contracts, agreements, letters of credit, leases, the terms of which may be extended beyond the appointment of the receivership, or other arrangements; or to modify or cancel leases or other contracts, as the Receiver may deem in his discretion to be appropriate for or beneficial to the operation, management, protection and preservation of the Receivership Property; and to terminate any existing contract, agreement or instrument which is not commercially reasonable or beneficial to the Receivership Property;
- 1.20 Discharge the obligations evidenced by any loan documents pending a judicial or non-judicial sale of the Receivership Property;
- 1.21 To determine, upon taking possession of the Receivership Property, whether, in the Receiver's judgment, there is adequate insurance coverage and if sufficient insurance coverage does not exist, to obtain liability, fire and other insurance necessary to provide adequate coverage for the Receivership Property; the Receiver shall have the discretion to determine who insures the Receivership Property and will be named an additional insured at the time this Agreement is executed;
- 1.22 Establish bank accounts in the name of the Receiver for the deposit of monies and funds collected and received in connection with the Receivership Property, at a federally insured banking institution. The Receiver is not required to expend any funds other than those of the Receivership Property. Monies coming into the possession of the Receiver which are not expended for the purposes herein authorized, shall be held by the Receiver in federally insured banking institution and, to the extent possible, in interest bearing accounts and disbursed in accordance with further review and approval by the SPCSA Director;
- 1.23 Deal exclusively with all government authorities, contractors and subcontractors with regard to the Receivership Property, and take all actions necessary to comply with all agreements with and requirements of all governmental authorities with regard to the Receivership Property;
- 1.24 To take any steps the Receiver believes necessary or desirable to obtain or maintain any licenses, permits, entitlements or governmental approvals relating to the Receivership Property, improvements, and the operation of Quest;
- 1.25 Expend funds to purchase merchandise, materials, supplies and services as the Receiver deems necessary and advisable to assist it in performing its duties hereunder;
- 1.26 To take and file an inventory of all personal property including, furniture, fixtures, equipment, inventory, contracts, leases and sub-leases of the Receivership Property;

- 1.27 Prepare monthly statements reflecting the Receiver's fees and administrative costs and expenses incurred in the operation and administration of the Receivership Property. Receiver shall be fully reimbursed for amounts Receiver expends in the preservation, maintenance of the Receivership Property;
  - 1.28 Take such other actions as may be necessary or incidental to the foregoing specific powers, directions, and general authorities relating to the Receivership Property;
  - 1.29 To obtain from the SPCSA, upon notice to SPCSA, any appropriate modifications of this Appointment;
  - 1.30 To file a voluntary petition for bankruptcy relief pursuant either chapter 7 or chapter 11 of the United States Bankruptcy Code ("Bankruptcy Code") in the United States Bankruptcy Court for the District of Nevada if the Receiver determines in his business judgment that the filing of such a petition is necessary to preserve and protect the assets of Quest. The Receiver shall also be authorized to convert or dismiss any such bankruptcy case if the Receiver later determines that conversion or dismissal is in the best interest of Quest and its creditors. In the event of any such bankruptcy filing, the Receiver shall be authorized to operate Quest as the debtor-in-possession, subject to any required court authorization.
- 2 In addition to the Receiver's authorized actions delineated above, this Appointment also authorizes the Receiver to compel, prohibit and/or enjoin, through judicial process or otherwise, the following:
- 2.1 To prohibit and enjoin Quest, its trustees, members, officers, directors, managers, employees and agents, upon execution of this Appointment, from collecting any debts due to the Property; and paying out, assigning, selling, conveying, transferring, encumbering, or delivering any of Quest's assets, and entering into any contracts, agreements or leases on behalf of Quest, including, but not limited to the Receivership Property, to any other person.
  - 2.2 To compel Quest, its trustees, members, officers, directors, managers, employees and agents to deliver to the Receiver any and all funds, accounts, lease payments, revenues, or income derived from the Receivership Property, which are currently held by Quest and/or its trustees, members, officers, directors, managers, employees and agents, and provide to the Receiver information regarding all the accounts in which all Rents, lease payments, revenues, and income derived from the Receivership Property is held and, as necessary, authorize any banks to release such funds to the Receiver.
  - 2.3 To compel all persons or entities, including banks, to turn over those funds, operating bank accounts, and safe deposit boxes to the Receiver without delay and delete all designated signors on bank accounts.

- 2.4 To compel Quest, its trustees, members, officers, directors, managers, employees and agents to grant full access to the Receivership Property and all parts and portions of the Receivership Property and improvements.
- 2.5 To compel Quest, its trustees, members, officers, directors, managers, employees and agents and all other persons or entities in possession or control of Receivership Property to turn over to the Receiver the possession, custody, and control of the Receivership Property, including, without limitation, all keys to all locks relating to the Receivership Property, including without limitation all pass codes, passwords and access codes to all computerized equipment, all of Quest's records, books of account, ledgers and all business records for the Receivership Property, wherever located and however maintained (including, without limitation, information contained in the computers and any and all software relating thereto, as well as banking records, statements, and canceled checks and a list identifying Quest and all passwords, identification numbers, and other information necessary or appropriate for access to these accounts) and provide a list to the Receiver of all persons in possession of keys to the Property;
- 2.6 To compel Quest, its trustees, members, officers, directors, managers, employees and agents to turn over to the receiver the possession, custody and control of all of Quest's websites, email accounts and passwords (and computers and software relating thereto) related to the Receivership Property or its operation;
- 2.7 To compel Quest, its trustees, members, officers, directors, managers, employees and agents to turn over to the Receiver all documents which are or pertain to the Receivership Property, including, but not limited to, all licenses, permits, or governmental approvals relating to the Receivership Property;
- 2.8 To compel Quest, its trustees, members, officers, directors, managers, employees and agents to turn over to the Receiver all documents which constitute or pertain to insurance policies, whether currently in effect or lapsed which are related to the Receivership Property, and evidence of payment of premiums due with respect to each policy;
- 2.9 To compel Quest, its trustees, members, officers, directors, managers, employees and agents to turn over to the Receiver copies of all real and personal ad valorem property tax bills and other tax bills relating to the Receivership Property for 2014 and 2015, reflecting current balances due and copies of notices or any other assessments due or forthcoming;
- 2.10 To compel Quest, its trustees, members, officers, directors, managers, employees and agents to turn over to the Receiver all contracts, leases, subleases, management agreements, franchise agreements, construction contracts, architect agreements, plans and specifications, royalty agreements, employment agreements, licenses, assignments, or other agreements of any kind whatsoever, whether currently in effect or lapsed, which relate to the Receivership Property;

- 2.11 To compel Quest, its trustees, members, officers, directors, managers, employees and agents to turn over to the Receiver all documents of any kind pertaining to any and all toxic chemicals or hazardous material, if any, ever brought, used and/or remaining upon the Receivership Property, including, without limitation, all reports, surveys, inspections, checklists, proposals, orders, citations, fines, warnings and notices;
- 2.12 To compel Quest, its trustees, members, officers, directors, managers, employees and agents to turn over to the Receiver a status report of any and all judgments entered, or threatened or pending litigation, relating to the Receivership Property;
- 2.13 To compel Quest, its trustees, members, officers, directors, managers, employees and agents to turn over to the Receiver all monies derived from the Receivership Property, wherever and whatsoever mode maintained;
- 2.14 To compel Quest, its trustees, members, officers, directors, managers, employees and agents to turn over to the Receiver all mail relating to the Receivership Property. The Receiver is further authorized and empowered to take any and all steps necessary to receive, collect and review all mail addressed to Quest including, but not limited to, mail addressed to any post office boxes held in the name of Quest, and the receiver is authorized to instruct the U.S. Postmaster to reroute, hold, and or release said mail to the Receiver.
- 2.15 To compel Quest, its trustees, members, officers, directors, managers, employees and agents to turn over to the Receiver a list of all individuals presently employed by Quest including salary and wage information, and all employee files and records;
- 2.16 To compel Quest, its trustees, members, officers, directors, managers, employees and agents to otherwise cooperate fully with the Receiver in the performance of the Receiver's powers and duties, including, without limitation, the Receiver's exercise of all powers granted to the receiver pursuant to this Appointment.
- 2.17 To prohibit and enjoin Quest, its trustees, members, officers, directors, managers, employees and agents from committing or permitting any waste of or on the Receivership Property or any part thereof or to suffer, commit or permit any act on the Property or any part thereof in violation of the law or transferring, removing, encumbering, or disposing of any real or personal property on the Property;
- 2.18 To prohibit and enjoin Quest, its trustees, members, officers, directors, managers, employees and agents from demanding, collecting, receiving, discounting, or in any way diverting or using any of the funds or revenues from the Receivership Property;



- 2.19 To prohibit and enjoin Quest, its trustees, members, officers, directors, managers, employees and agents from directly or indirectly interfering in any manner with the discharge of the Receiver's duties under this Appointment or the Receiver's possession or operation, or management of the Receivership Property; and
- 2.20 To prohibit and enjoin Quest, its trustees, members, officers, directors, managers, employees and agents from doing any act which will, or which will tend to impair, defeat, divert, prevent, or prejudice the preservation of the Receivership Property, or the preservation of the Plaintiff's interests in the Receivership Property.
- 2.21 To prohibit and enjoin Quest, its trustees, members, officers, directors, managers, employees and agents, or any person acting at its direction or in concert with it from transferring selling, seizing, encumbering, or otherwise taking action against or disposing of any of the Receivership Property;
- 2.22 To prohibit and enjoin Quest, its trustees, members, officers, directors, managers, employees and agents, or any person acting at its direction or in concert with it from interfering in any way with the Receiver's use, occupancy, maintenance, or operation of the Receivership Property;
- 2.23 To prohibit and enjoin Quest, its trustees, members, officers, directors, managers, employees and agents, or any person acting at its direction or in concert with it from withdrawing funds derived from the operation of the Receivership Property;
- 2.24 To prohibit and enjoin Quest, its trustees, members, officers, directors, managers, employees and agents, or any person acting at its direction or in concert with it from paying or transferring Quest funds other than to the Receiver;
- 2.25 To prohibit and enjoin Quest, its trustees, members, officers, directors, managers, employees and agents, or any person acting at its direction or in concert with it from removing, disposing of, destroying, concealing, changing or altering any of the records of pertaining to the Receivership Property;
- 2.26 To prohibit and enjoin Quest, its trustees, members, officers, directors, managers, employees and agents, or any person acting at its direction or in concert with it from terminating, cancelling or otherwise affecting insurance coverage or utility service relating to the Receivership Property; or
- 2.27 To prohibit and enjoin Quest, its trustees, members, officers, directors, managers, employees and agents, or any person acting at its direction or in concert with it from interfering with, noticing an event of default under, canceling or otherwise terminating, altering or changing any franchise agreement relating to any or all of the Receivership Property.

- 3 The Receiver shall prepare and submit to the SPCSA quarterly reports of income and expenses, including, but not limited to, a quarterly operating statement, a balance sheet, accounts payable, schedule of capital expenditures, schedule of contracts and agreements entered into during the preceding quarterly period, and a schedule of governmental taxes and assessments ("Quarterly Report");
- 4 The Receiver shall not be required to give security or post a bond for the payment of such costs or damages as may arise from the appointment of the Receiver, as Receiver.
- 5 Quest shall indemnify and hold harmless Joshua M. Kern, individually, in his capacity as Receiver, his agents, contractors, employees and representatives, from any claims made by persons not a party to this Agreement, which claims arise out of the operation of this receivership, except in a case where the Receiver has acted knowingly outside the scope of the receivership authority, or committed fraud or intentionally misrepresented the Receiver's ministerial authority as the Receiver, or acted in gross negligence, recklessly or in wanton disregard of his duties. In the event a suit is filed against the Receiver, or a related entity of the Receiver, over an issue arising out of this receivership, except as conditioned above, it shall be incumbent upon the Quest to reimburse the Receiver for the fees and costs of defending such action, including any appeals thereof to final resolution and award of judgment. Upon any subsequent notice from the SPCSA terminating the appointment of the Receiver, the Receiver shall render a final accounting which shall be submitted to the SPCSA within 60 days of the notice of termination, with copies of the final accounting delivered to the SPCSA and, after Receiver renders such final accounting, Receiver shall be discharged from any further duties as Receiver.
- 6 Miscellaneous Provisions under this Appointment are as follows:
  - 6.1 Notices. Any notice required or permitted to be given under this Appointment ("Notice") shall be given in writing, by electronic mail, by certified mail postage prepaid, by hand delivery, or by recognized overnight courier service to any party at the address set forth below; and, if by hand delivery, shall be deemed to have been given or made on the day on which it was given; if by recognized overnight courier service, and shall be deemed to have been given on the business day immediately after it was sent. The physical and electronic mail addresses and telephone numbers for each party are as follows, subject to written notice of change of such information in accordance with this provision:

If to SPCSA:	1749 North Stewart Street, Suite 40 Carson City, Nevada 89706-2543 E-mail: pgavin@spsca.nv.gov Attn: Mr. Patrick J. Gavin, Director
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With a copy to: Gregory D. Ott  
Deputy Attorney General  
Nevada Attorney General  
100 North Carson Street  
Carson City, Nevada 89701  
E-mail: [GOtt@ag.nv.gov](mailto:GOtt@ag.nv.gov)

If to Receiver: Joshua M. Kern  
TenSquare, LLC  
818 Connecticut Avenue, NW  
Suite 1009  
Washington, DC 20006  
E-mail: [josh@thetensquaregroup.com](mailto:josh@thetensquaregroup.com)

With a copy to: Richard F. Holley, Esq.  
Holley Driggs Walch  
Fine Wray Puzey & Thompson  
400 S 4th Street, Third Floor  
Las Vegas, Nevada 89101  
[rholley@nevadafirm.com](mailto:rholley@nevadafirm.com)

- 6.2 Compensation. The Receiver shall be paid from the Receivership Property, including insurance policies, all compensation arising out of the Receivership. The Receiver shall be paid \$35,000.00 for preparing the initial report to SPCSA regarding Quest and the Receivership Property. The Receiver shall also be compensated at the rate of \$24,000.00 per month for his time spent operating, managing and administering the business operations of Quest and collecting, administering, preserving and protecting the Receivership Property. The Receiver shall also be reimbursed for all costs pertaining to the Receivership. The Receiver shall submit monthly invoices to SPCSA by the 10<sup>th</sup> day of each month.
- 6.3 Integration. This Appointment sets forth in full the terms of appointment by the SPCSA of the Receiver with respect to the Receivership and is intended as the full, complete, and exclusive expression of powers and obligations governing the relationship between them with respect thereto. This Appointment supersedes all other discussions, promises, representations, warranties, agreements, and understandings between the SPCSA and the Receiver with respect to the subject matter hereof.
- 6.4 Amendments. This Appointment may not be modified or amended except in a writing signed by all Parties.

- 6.5 No Waiver. No waiver of any powers, duties or obligations stated herein by any of the Parties hereunder shall be implied from any omission to take action on account thereof on one or more occasions, and no express waiver shall affect any power, duty or obligation other than that referenced therein, and any such waiver shall be operative only for the time and to the extent stated therein. No waiver of any kind herein shall be effective unless set forth in a writing signed by the SPCSA and the Receiver.
- 6.6 Interpretation. This Appointment is the product of discussions of the Parties, and in the enforcement or interpretation thereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Appointment, or any portion thereof, shall not be effective in regard to the interpretation hereof.
- 6.7 Advice of Counsel. Each of the Parties herein have had the opportunity to receive independent legal advice from attorneys of their choice with respect to the advisability of agreeing to the terms provided herein, including, but not limited to, the tax consequences, if any, of the transactions which are the subject of this Appointment and with respect to the advisability of executing this Appointment, and prior to execution the Parties reviewed this Appointment. This Appointment has been carefully read by, the contents hereof are known by, and it has been signed freely by each of the Parties. The Parties have made such investigation of the facts pertaining to this Appointment and all of the matters pertaining thereto, as they deem necessary.
- 6.8 Governing Law and Jurisdiction. This Appointment shall be governed by and construed in accordance with the laws of the State of Nevada without resort to choice of law principles. The jurisdiction for any dispute arising out of this Appointment shall be Clark County, Nevada, unless another jurisdiction is otherwise mutually agreed to by all the Parties.
- 6.9 Attorneys' Fees. In the event any action or proceeding is commenced in connection with or arising out of this Appointment, the prevailing party shall be entitled to attorneys' fees and costs of suit, whether at trial or on appeal, as fixed by the Court. In the event Quest files for, or is placed into bankruptcy, then the Receiver shall be entitled to any attorneys' fees and costs incurred in the pursuit and enforcement of its rights in such bankruptcy proceeding, whether not an action of an adversarial or contested nature is filed.
- 6.10 Severability. In the event of any invalidity or unenforceability of any provision of this Appointment, the remainder of this Appointment shall remain in full force and effect, unless the absence of the provision that has been determined to be invalid or unenforceable would render the purpose of this Appointment invalid.

- 6.11 Counterparts; Fax Signature. This Appointment may be signed by the Parties hereto in separate counterparts, all of which together shall constitute one and the same instrument. For purposes of this Appointment, a faxed or emailed signature on a counterpart shall be fully binding as though it was an original signature.
- 6.12 Headings. The headings of all paragraphs of this Appointment are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction or interpretation of any term or provision hereof.
- 6.13 Authority. The individual respectively executing this Appointment on behalf of each of the SPCSA and the Receiver represents and warrants that: (i) it is the correct and authorized person to be executing this Appointment; (ii) any necessary consents and/or approvals from any members, partners, officers or trustees, as the case may be, of any of respective Parties required to be obtained for such person to be authorized to execute this Appointment and to bind such party to this Appointment have been obtained; and (iii) following execution of this Appointment by such person, this Appointment shall be a valid and binding obligation of each of the SPCSA and the Receiver.
- 6.14 Survival of Representations, Warranties and Covenants. Each and all provisions of this Appointment shall survive and remain in full force and effect. All releases herein shall survive repayment and performance of obligations under this Appointment.

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7 WAIVER OF JURY TRIAL. SPCSA AND THE RECEIVER HEREBY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN ANY WAY RELATING TO THIS APPOINTMENT, OR ANY OTHER AGREEMENT EXECUTED IN CONNECTION WITH THIS APPOINTMENT. THIS WAIVER OF JURY TRIAL IS MADE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY BY EACH OF THE PARTIES HERETO. IT IS FURTHER ACKNOWLEDGED THAT EACH OF THE PARTIES HERETO HAS HAD AN OPPORTUNITY TO REVIEW THIS APPOINTMENT WITH INDEPENDENT LEGAL COUNSEL. EACH OF THE PARTIES HERETO HAS INITIALED THIS SECTION BELOW TO INDICATE ITS/HIS AGREEMENT WITH THIS JURY TRIAL WAIVER AND OTHER TERMS CONTAINED IN THIS SECTION.

  
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SPCSA


  
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RECEIVER

THE PARTIES HEREBY AGREE THIS APPOINTMENT AS OF October 26, 2015.

**STATE PUBLIC CHARTER  
SCHOOL AUTHORITY**

**RECEIVER**

By:   
\_\_\_\_\_  
Patrick J. Gavin, Director

By:   
\_\_\_\_\_  
Joshua M. Kern