

## MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement (this “Agreement”) is entered into this \_\_\_\_\_ day of May, 2018, by and between American Leadership Academy, North Las Vegas Inc., a Nevada non-profit corporation (“ALA NLV”) and VMV Consulting, LLC (“Service Provider”).

WHEREAS, ALA NLV and Service Provider entered into a Charter School Services and Support Agreement dated July 1, 2017 (the “Original Services Agreement”) and a First Addendum to Charter School Services and Support Agreement dated October 31, 2017 (the “First Addendum”) (collectively, the Services Agreement and First Addendum shall be referred to as the “Services Agreement”).

WHEREAS, ALA NLV and Service Provider have mutually agreed to terminate the Services Agreement.

NOW, THEREFORE, ALA NLV and Service Provider, for good and valuable consideration, including, without limitation, the elimination of the obligation of ALA NLV to make certain future payments as set forth in Section 3.1.2 of the First Addendum, the receipt, adequacy, and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. Capital terms used herein that are not otherwise defined shall have the meanings as given to them in the Service Agreement.
2. The Services Agreement is hereby terminated as of June 30, 2018 (the “Termination Date”). For the avoidance of doubt, the effect of this termination is that all services provided by Service Provider to ALA NLV, as further defined in the Services Agreement, and all obligations to ALA NLV will terminate and completely extinguish as of the Termination Date, without any residual rights of any kind remaining.
3. Pursuant to Section 4.2 of the Original Services Agreement, the License for Intellectual Property shall terminate upon the Termination Date. Upon termination of the License, ALA NLV shall immediately cease all use of the Marks, including but not limited to: changing its name to a name that does not incorporate the American Leadership Academy mark, changing its logos, and surrendering and returning all Intellectual Property to Service Provider.
4. ALA NLV hereby releases Service Provider, its officers, employees, directors, agents and representatives, and Charter One, LLC (“Charter One”), an Arizona limited liability company, from and against any and all claims, losses, damages, liabilities, demands, costs and expenses attributable to, or arising out of, in any way the Services Agreement.

5. Should any dispute between ALA NLV and Service Provider arise at any time out of any aspect of the Services Agreement or this Termination Agreement, the parties will confer in good faith to resolve promptly such dispute.

5.1 In the event the parties are unable to resolve their dispute, and should either desire to pursue a claim against the other party, the parties hereby agree to have the dispute resolved by final and binding Arbitration. The parties agree that the Arbitration shall be held in the state of Arizona. ALA NLV will provide a list of five (5) arbitration services and the other party will choose from those provided options. The Arbitrator will also be selected in the same manner.

5.2 All previously unasserted claims arising under federal, state or local statutory or common law and all disputes relating to the validity of the Services Agreement or this Termination Agreement, as well this Arbitration provision, shall be decided by final and binding Arbitration. Any award of the Arbitrator(s), is final and binding, and may be entered as a judgment in any court of competent jurisdiction. In the event a court having jurisdiction finds any portion of this Termination Agreement unenforceable, that portion shall not be effective and the remainder of this Termination Agreement shall remain in effect.

I hereby acknowledge that I have read this arbitration agreement and affirmatively agreed to and give this specific authorization to submit to arbitration any dispute arising between the parties as provided for in Section 5 of this Termination Agreement, and that I am bound to the same.

AMERICAN LEADERSHIP ACADEMY, NORTH LAS VEGAS INC.

By: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_

VMV CONSULTING, LLC

By: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_

6. This Termination Agreement shall be governed and interpreted, and all rights and obligations of that parties shall be determined, in accordance with the laws of the State of Arizona, without regard to conflict of laws rules.

7. This Termination Agreement may be executed in two or three counterparts and any party hereto may execute any such counterpart, all of which when executed and delivered shall be deemed to be an original and to which all counterparts, when fully executed by all of the parties, taken together shall constitute but one (1) and the same instrument. It shall not be necessary in making proof of this Termination Agreement or any counterpart hereof to account for any other counterpart except to the extent to show that

another party signed and delivered the counterpart under which it is asserted to have certain responsibilities or obligations.

8. The Termination Agreement states the entire agreement among the parties hereto about the termination of the Services Agreement, and supersedes any and all prior agreements, commitments, communications, negotiations, offers (whether in writing or oral), representations, statements, understandings and writings pertaining thereto, and may not be amended or modified except by written instrument duly executed and delivered by all of the parties hereto.

IN WITNESS WHEREOF, this Mutual Termination Agreement has been duly executed and delivered by their duly authorized representatives to be effective as of the Termination Date.

**AMERICAN LEADERSHIP ACADEMY, NORTH LAS VEGAS INC.**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**VMV CONSULTING, LLC**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_