

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”) is made and effective as of the [] day of January 2026 (“**Effective Date**”), by and between AMS SCHOOLS – NEVADA, INC., a Nevada nonprofit corporation (“**AMS Nevada**”), whose address is 1780 Betty Lane, Las Vegas, Nevada 89156, and AMS SCHOOLS – NATIONAL, INC., a Texas nonprofit corporation (“**AMS National**”), whose address is 3002 South Priest Drive, Tempe, Arizona 85282. AMS Nevada and AMS National are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

A. AMS National is a nonprofit support organization for the national network of Academy of Math and Science schools;

B. Among other things, AMS National provides comprehensive educational and support services to charter schools and charter school support organizations, including educational, curriculum, professional development, finance, human resources, staffing technology, compliance, grant management, marketing, enrollment, compliance, and other support services.

C. AMS Nevada wishes to engage AMS National to provide the Services (as described in Section 4 below) to AMS Nevada in connection with the operation of the charter schools operated by AMS Nevada in Nevada (the “**Charter Schools**”), and, initially, the Academy of Math and Science Nellis charter school, and AMS National is willing to accept such engagement and provide the Services to AMS Nevada, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENTS:

1. Engagement; Board Oversight; Relationship.

1.1 Engagement. AMS Nevada hereby engages AMS National for the purpose of providing the Services. AMS National hereby accepts such engagement to provide the Services, subject to Applicable Law and the terms and conditions of this Agreement. For purposes of this Agreement, “**Applicable Law**” shall mean all federal, State of Nevada (“**State**”), and local laws, statutes, codes, rules, regulations, ordinances, judgments, orders, decrees and the like of any governmental entity applicable to AMS Nevada and the Charter Schools, and shall also include the charter contracts of the Charter Schools.

1.2 Board Oversight. Pursuant to the Bylaws of AMS Schools – Nevada, Inc., AMS Nevada is governed by its Board of Directors (the “**Board**”), which is responsible for overseeing this Agreement and all corporate operations. The Board will oversee AMS Nevada’s performance of its obligation under this Agreement.

1.3 Relationship. For purposes of this Agreement, the relationship between AMS Nevada and AMS National is based solely upon the terms of this Agreement and any subsequent amendments agreed to in writing by the Parties. This Agreement creates only an independent contractor relationship and shall not be construed or interpreted to create an employer-employee, partnership, joint venture or other legal relationship or entity. While performing under this Agreement, neither Party shall represent the other Party in any dealings or transactions except as expressly authorized herein (or by subsequent amendment) and neither Party shall represent any relationship except for the relationship

specified herein. Neither Party may enter into, bind or attempt to bind the other Party to any contractual obligation or duty and each Party shall be solely responsible for its own acts and omissions and for the acts and omissions of its directors, officers, members, employees, agents and contractors.

2. **Term.** Unless earlier terminated as provided herein, the initial term of this Agreement shall commence on July 1, 2026, and shall terminate, without further notice, on June 30, []. Upon the expiration of the initial term, and upon the expiration of each renewal term (if any), the term of this Agreement shall automatically renew for an additional one-year period unless either Party shall deliver to the other Party a notice of termination at least 90 days prior to the expiration date of the then-current term. If such termination notice is timely delivered by either Party, AMS National's Services shall cease upon the termination of this Agreement unless the term of this Agreement is renewed or extended by mutual written agreement of the Parties. Upon expiration or termination of this Agreement for any reason, AMS National shall be entitled to, and shall promptly receive, all fees and reimbursement of all approved expenses through the date of expiration or termination pursuant to Section 6 hereof.

3. **Responsibilities of AMS Nevada.**

3.1 **Cooperation.** AMS Nevada shall cooperate with AMS National in promptly furnishing all information and documents and submitting all forms and reports that may be necessary or convenient for AMS National to provide the Services. Further, AMS Nevada shall cooperate in scheduling and related matters.

3.2 **Evaluation of AMS National.** AMS Nevada shall evaluate the performance of AMS National, in writing, each year within 60 days after the issuance of AMS Nevada's annual audit to provide AMS National with an understanding of the Board's view of its performance under this Agreement (the "**Annual Evaluation**").

3.3 **Communication and Notice.** AMS Nevada agrees to communicate with AMS National and timely notify AMS National of any anticipated or known: (i) material health or safety issues; (ii) labor, employee, or funding problems relating to any Charter School; and (iii) problems of any other type that could adversely affect AMS National in complying with its obligations and responsibilities hereunder or otherwise with respect to the Services or this Agreement.

4. **Responsibilities of AMS National.**

4.1 **Services.**

4.1.1 **Services.** AMS National shall provide the services as set forth on **Exhibit "A"** hereto (the "**Services**") in consideration of the Annual Fee. AMS National shall provide the Services in a competent and efficient manner in accordance with the standard of performance within the industry in the State. AMS National agrees that AMS National's staff will be skilled and trained in the relevant professional discipline for such Services.

4.1.2 **Compliance.** AMS National agrees that AMS National will comply with the terms and provisions of Applicable Law. If AMS Nevada is, at any time, determined to be out of compliance with Applicable Law, to the extent that the noncompliance and any corresponding corrective action are related to the Services, AMS National shall cooperate to correct such deficiency and shall participate in any corrective action plan approved by any federal or State agency, to remedy such noncompliance.

4.1.3 Contracting. Except as expressly prohibited by Applicable Law, AMS National may contract or subcontract all or any part of the Services required by this Agreement, delegating the performance of, but not the responsibility for, any duties and obligations of AMS National hereunder to a qualified contractor, expert, or professional advisor.

4.1.4 Place of Performance. AMS National shall provide its own office space to perform the Services in such size and location(s) as AMS National determines in its sole discretion. AMS National shall pay the reasonable costs associated with such office space including rent, furniture, insurance, and maintenance.

4.1.5 Other Services. The Services to be provided by AMS National to AMS Nevada under this Agreement comprise only those duties, responsibilities and obligations of AMS National expressly stated on Exhibit A hereto. AMS National shall not be obligated to provide any additional or other services to AMS Nevada except as may be mutually agreed in writing between AMS National and AMS Nevada in writing, in compliance with Subsection 15.18.

4.2 School Startup Services. In addition to the Services described in Subsection 4.1, AMS National shall, as requested by AMS Nevada in writing, manage, oversee, and supervise all activities related to School Startup Services, as expressly delineated and defined on **Exhibit “B”** hereto (“**School Startup Services**”). For the avoidance of doubt, School Startup Services are not included in the Services for all purposes of this Agreement.

5. Representations and Warranties.

5.1 AMS Nevada’s Representations and Warranties. AMS Nevada hereby represents and warrants to AMS National that:

5.1.1 it is duly organized and validly existing as a Nevada nonprofit corporation and is in good standing under the laws of the State;

5.1.2 it has full authority and power to enter into this Agreement and it has been duly authorized to execute and perform this Agreement; and

5.1.3 the execution, delivery, and performance of this Agreement will not conflict with or constitute a breach of or default by AMS Nevada under any other instrument or agreement to which AMS Nevada is a party or by which its property is bound and will not constitute a violation of any order, rule, or regulation of any court or governmental agency having jurisdiction over AMS Nevada.

5.2 AMS National’s Representations and Warranties. AMS National hereby represents and warrants to AMS Nevada that:

5.2.1 it is duly organized and validly existing as a Texas nonprofit corporation and is in good standing under the laws of the State of Texas and is qualified to do business in each jurisdiction in which the nature of its business and the ownership of its property requires it to be qualified;

5.2.2 it has full authority and power to enter into this Agreement and it has been duly authorized to execute and perform this Agreement; and

5.2.3 the execution, delivery, and performance of this Agreement will not conflict with or constitute a breach of or default by AMS National under any other instrument or agreement to which AMS National is a Party or by which its property is bound and will not constitute a violation of any order, rule, or regulation of any court or governmental agency having jurisdiction over AMS National.

6. Compensation; Fees.

6.1 AMS National Fees. AMS Nevada shall pay fees to AMS National as follows:

6.1.1 For the launch of the first Charter School in any state, AMS Nevada shall pay AMS National a fee of \$250,000 for the School Startup Services (the “**Startup Fee**”). The Startup Fee shall be paid no later than the last day of the fiscal year such Charter School commences educational operations (i.e., if the Charter School begins educational operations during August of a fiscal year, the Startup Fee is due on June 30 of that same fiscal year). Once a Charter School has been launched in a particular state, any new school within that state (beyond the initial Charter School Startup in that state) will pay a one-time Startup Fee of \$125,000 fee inclusive of all services noted in the School Startup Services. If AMS National deems that reducing the startup fee is necessary to ensure the financial health of the school to be operated by AMS Nevada, AMS National may elect to reduce its fee for school startup services.

6.1.2 AMS Nevada shall pay AMS National an amount up to 15 percent of AMS Nevada’s annual revenues per year for the Services (the “**Annual Fee**”, and together with the Startup Fee, the “**AMS National Fees**”). The AMS National Fee will pay for all of the Services set forth on Exhibit A and shall be paid in 12 equal monthly installments throughout the applicable fiscal year. The Parties agree to follow all federal, State, and other granting organization grant requirements related to the rules and limitations governing overhead expenses of grants. If a grant does not allow overhead expenses to pay service organizations or does not allow sufficient funding to pay the AMS National Fee on such grant revenue, AMS Nevada agrees that it will, nonetheless, make up such restricted shortfall and pay AMS National an equivalent amount from operating revenues, unless such payment from operational funds is not allowable pursuant to the provisions of the grant or Applicable Law. If AMS National deems that reducing the fee charged for services herein is necessary to ensure the financial health of the school(s) operated by AMS Nevada, AMS National and the AMS Nevada Board may reduce the fee paid to AMS National by 1-3% contingent upon mutual approval of both parties.

6.1.2.1 Reconciliation. The Annual Fee for each upcoming fiscal year shall be determined based upon the projected student enrollment for each Charter School in the AMS Nevada network of schools for such fiscal year as set forth in the annual budgets approved by the board of each Charter School prior to July 1 of the applicable year. Promptly after the actual enrollment for each fiscal year has been determined, AMS National shall reconcile the Annual Fee for each fiscal year using actual student enrollment for such fiscal year. In the event the reconciliation indicates that a Charter School has paid less than the actual amount due for Annual Fee for the current fiscal year, AMS National shall provide such Charter School with a reconciliation invoice for such differential amount. Each Charter School shall pay such reconciliation invoice within 30 days. In the event the reconciliation indicates that a Charter School paid more than the actual amount due for Annual Fee for the such fiscal year, AMS National shall issue a reconciliation credit to the Charter School for such differential amount. Such credit shall be taken against the next amounts owing to AMS National.

6.2 Direct Payments and Pass-Through Expenses. Without limiting the foregoing, in addition to the AMS National Fees, AMS Nevada shall make Direct Payments or permit Pass-Through Expenses (as each of those terms is defined in Exhibit A), for all costs and expenses incurred, if any, for, without limitation: (i) salaries, wages, benefits and workers’ compensation insurance premiums for AMS Nevada faculty and staff; (ii) required payroll taxes, withholdings and other amounts due with regard to AMS Nevada payroll; (iii) all AMS Nevada debt service, including, without limitation, any bond finance debt; (iv) educational services and materials; (v) legal services; (vi) third-party marketing, recruitment, training, and consulting services; (vii) financial-advisor services; (viii) construction project management services; and (ix) any other expense that is not included in the AMS National Fees that is necessary for the operation of AMS Nevada and is within the approved budget levels.

6.3 Invoices; Late Fees. AMS Nevada agrees to establish bank auto-debit services for the payment of AMS National Fees for the duration of this Agreement. AMS National will submit invoices for the Startup Fee and the Annual Fee by July 1 of each year in advance for that fiscal year. All AMS National invoices are due and payable no later than September 30 of the applicable year. If AMS Nevada fails to pay an invoice in full by the date due, interest shall accrue on the outstanding balance at a rate of 1.5 percent per month. Without affecting its right to earlier terminate this Agreement under Subsection 14.1.1, AMS National reserves the right to cease providing the Services and the School Startup Services if AMS Nevada's account remains past due for more than 90 days until such time as AMS Nevada's account is brought current.

The Parties agree to follow all federal, State, and other granting organization grant requirements related to the rules and limitations governing overhead expenses of grants. If a grant does not allow overhead expenses to pay service organizations or does not allow sufficient funding to pay the AMS National Fees on such grant revenue, AMS Nevada agrees that it will, nonetheless, make up such restricted shortfall and pay AMS National an equivalent amount from operating revenues, unless such payment from operational funds is not allowable pursuant to the provisions of the grant or Applicable Law.

7. Financial Obligations.

7.1 AMS Nevada Expenses. AMS Nevada shall be responsible for and reimburse AMS National for all expenses of AMS Nevada (other than expenses that are included in the AMS National Fees as set forth in Exhibits A and B) and AMS National shall have no obligation to pay such expenses from its own funds. AMS National may incur and pay Pass-Through Expenses and Direct Payments in accordance with this Subsection and Subsection 6.4. The AMS National Fees only includes fees for the scope of Services defined in Exhibits A and B.

7.2 Marketing Costs. AMS National marketing and development costs, if any, paid by or charged to AMS Nevada shall be limited to those costs specific to AMS Nevada and shall not include any costs for the marketing and development of AMS National or AMS National's other clients.

7.3 Additional Fees. For services in addition to or outside the scope of the Services and School Startup Services, prior to AMS National performing such additional services, the Parties shall determine the scope of such services and the associated fees and memorialize such additional services and fees by addendum or amendment to this Agreement.

8. Staffing.

8.1 Employees. AMS Nevada's head administrator shall be employed by AMS National. AMS National shall be responsible for employee-related services to the extent such services are included in the Services on Exhibit A or included in a separate employee leasing agreement. Services shall be provided by AMS National to support AMS Nevada's and/or AMS Nevada's efforts with respect to the enumerated services in Exhibit A and Exhibit B to support such activities. AMS National shall pay the costs of employee compensation, payroll costs, withholding, health and other benefits, and perquisites as a Pass-Through Expense to be reimbursed to AMS National by AMS Nevada.

AMS National shall, in consultation with AMS Nevada and subject to AMS Nevada's recommendations, determine staffing levels, positions, and job assignments and shall have the right to hire and terminate such employees.

8.2 Compliance; Personnel Background Checks. All faculty, staff, administrators, and other personnel employed by AMS National and assigned to AMS Nevada shall, to the extent required by

Applicable Law, comply with Applicable Law, including, without limitation, initial and updated criminal background checks and clearances.

9. **Insurance.**

9.1 **General Liability Insurance.** Each Party shall, at its own expense, maintain general liability insurance, including, without limitation, bodily injury, and property damage, insuring itself with a minimum of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate limit of liability coverage. Each Party shall provide the other Party with a certificate evidencing such insurance and showing the other Party as an additional insured.

9.2 **Automobile Insurance.** Each Party shall, at its own expense, maintain comprehensive automobile insurance, insuring itself with a minimum of \$1,000,000.00 combined single limit and naming the other Party as an additional insured. Each Party shall provide the other Party with a certificate evidencing such insurance and showing the other Party as an additional insured.

9.3 **Workers' Compensation Insurance.** Each Party shall, at its own expense, maintain workers' compensation insurance as required by Applicable Law to cover their respective employees and shall provide the other Party with a certificate or certificates of such insurance.

9.4 **Cancellation; Subrogation.** Each insurance policy required herein shall provide for not less than 10 days' written notice to the other Party in the event of cancellation or material change of coverage. To the maximum extent permitted by its insurance policies, each Party, for the benefit of the other Party, waives any and all rights of subrogation which might otherwise exist (and the certificates required herein shall indicate such waiver of subrogation).

10. **Indemnification.** Each Party agrees to indemnify, defend, save and hold the other Party, and its directors, officers, employees, agents and other representatives harmless for, 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 or in any way related to the indemnifying Party's: (i) negligent or willful acts or omissions; (ii) breach of this Agreement; or (iii) operation of its own business. Such indemnification shall extend to third-party liens, including mechanics' liens, that may be filed or recorded against either Party with respect to such Party's real property or other assets.

11. **Intellectual Property Rights.**

11.1 **AMS National License.** In connection with the Services and School Startup Services, AMS National may furnish AMS Nevada with Materials that have been or will be authored, originated, discovered, and invented by or for AMS National and which are owned by AMS National (collectively the "**AMS National Materials**"), as well as certain Marks owned by AMS National (the "**AMS National Marks**"). Subject to the terms and conditions of this Agreement, AMS National hereby grants to AMS Nevada a limited, non-exclusive, non-transferable license to use the AMS National Materials and the AMS National Marks for the Charter Schools. AMS Nevada agrees that any use of the AMS National Materials and AMS National Marks (a) will comply with AMS National's trademark and other usage guidelines, which may be provided by AMS National from time to time and are subject to change, (b) will inure solely to the benefit of AMS National, and (c) will be subject to AMS National's prior written approval. The AMS National Materials and AMS National Marks are proprietary and nothing in this Agreement constitutes the grant of a general license for their use. For purposes of this Agreement, "**Materials**" shall mean all curriculum, spreadsheets, testing, analysis, reports, programs, manuals, policies, procedures, computer web or desktop applications, or other documents, materials and information which

are considered confidential or proprietary in nature or derive economic benefit; and “**Marks**” shall mean names, trademarks or logos.

11.2 Restrictions. The Parties agree that AMS National shall have and retain all right, title and interest in and to the AMS National Materials and AMS National Marks, and that AMS Nevada does not acquire any right, title or interest in the AMS National Materials or AMS National Marks or the goodwill associated therewith. In the event AMS Nevada is deemed, for any reason, to have any right, title, or interest in and to any of the AMS National Materials or AMS National Marks, regardless of the media and whether or not copyrighted or copyrightable, trademarked or registerable, patented or patentable, AMS Nevada hereby unconditionally and irrevocably transfers and assigns such right, title and interest to AMS National as an essential part of the consideration for this Agreement. AMS Nevada further agrees that it shall, within 5 days after receipt of a written request from AMS National, execute a written instrument for the purpose of waiving its rights, if any, to attribution for any of the AMS National Materials or AMS National Marks under Section 106A(a) of The Copyright Act of 1976 (17 U.S.C. Sec. 101, 1976) or any succeeding law. AMS Nevada agrees not to (i) attack the AMS National Materials or AMS National Marks or assist anyone in in doing so, or (ii) make any application to register the AMS National Materials or AMS National Marks or use any confusingly similar trademark, service mark, trade name, iconography, or derivation thereof including, but not limited to, the registration of any domain name including any of the AMS National Marks. If AMS National requests that AMS Nevada modify any use of the AMS National Materials or AMS National Marks, AMS Nevada will promptly make such modifications.

11.3 Ownership of Derivative Works. If AMS Nevada develops or creates any derivative works from the AMS National Materials or AMS National Marks, all such derivative works shall be for the benefit of AMS National and shall become part of the AMS National Materials or AMS National Marks, as applicable, and shall be owned by AMS National.

11.4 AMS Nevada License. If AMS Nevada creates or owns any Materials (the “**AMS Nevada Materials**”) or Marks (the “**AMS Nevada Marks**”) as the original author, as an additional and essential consideration to this Agreement, AMS Nevada hereby grants to AMS National a worldwide, perpetual, irrevocable, exclusive, transferable, royalty-free, paid up, license, including the right to grant sublicenses, to use, execute, publicly perform, publicly display, digitally perform, copy, create derivative works of and distribute the AMS Nevada Materials and the AMS Nevada Marks in any manner and in any medium. If AMS National develops or creates any derivative works from the AMS Nevada Materials or the AMS Nevada Marks, all such derivative works shall be owned by AMS National.

12. Termination.

12.1 Termination. In addition to termination provisions or other remedies that may otherwise be set forth in this Agreement, without further notice and without further liability to either Party, either Party has the right to terminate this Agreement if:

12.1.1 at any time, AMS Nevada determines, based upon a written opinion of competent bond counsel, that AMS Nevada’s participation in this Agreement will result in the loss of its tax-exempt status as a Section 501(c)(3) tax-exempt organization based upon enforcement actions of the Internal Revenue Service (“**IRS**”) against other similarly situated organizations, or upon an IRS investigation of AMS Nevada that may result in the loss of its tax-exempt status as a Section 501(c)(3) tax-exempt organization. AMS Nevada shall not exercise its right to terminate this Agreement pursuant to this Subsection 12.1 unless AMS Nevada’s tax counsel recommends the termination of this Agreement as necessary to preserve its tax-exempt status and this Agreement cannot be modified to eliminate the provisions impacting AMS Nevada’s tax-exempt status as a Section 501(c)(3) tax-exempt organization. AMS Nevada shall pay the cost of its tax counsel. AMS Nevada shall give AMS National at least 30 days’ prior written notice of its intent to terminate the Agreement pursuant to this Subsection 12.1. In addition,

AMS Nevada shall provide AMS National with an analysis as to why such action is necessary and why this Agreement cannot be modified to eliminate the provisions impacting AMS Nevada's tax-exempt status as a Section 501(c)(3) tax-exempt organization. If requested by AMS National, AMS Nevada shall meet and confer with AMS National to determine whether some other course of action could be taken which might satisfy AMS Nevada's concerns; or

12.1.2 the other Party is in Default under this Agreement.

12.2 Effect of Termination. Upon expiration or termination of this Agreement for any reason, AMS Nevada shall immediately and permanently cease any and all use of AMS National Materials and AMS National Marks, and, upon request of AMS National, deliver to AMS National all AMS National Materials and AMS National Marks and other items upon which the AMS National Materials and AMS National Marks appear.

13. **Dispute Resolution.** In the event of any disagreement, claim, dispute, controversy, or other matter (collectively "**Dispute**") in question between the Parties (including the question of what issues can be mediated or arbitrated and the validity of this Section 13) arising out of, or relating to this Agreement, or any breach of this Agreement, the Parties may submit the Dispute first to non-binding mediation and then, upon written agreement, to binding arbitration.

13.1 Mediation. Any Dispute may be submitted to mediation upon mutual agreement of the Parties prior to arbitration or litigation. If the Parties agree to submit the Dispute to mediation, the Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Pulaski County, Nevada, unless the Parties mutually agree to another location. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13.2 Arbitration. In the event the Parties do not agree to engage in mediation or if the Dispute is not resolved through mediation, the Parties may agree to submit the Dispute to binding arbitration. If the Parties mutually agree, in writing, to arbitrate such Dispute, the arbitration shall be binding, and the following terms and conditions shall apply to the arbitration:

13.2.1 The Dispute shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") as then existing, to the extent such rules are not inconsistent with the provisions of this Section 13, but shall not be arbitrated by an AAA tribunal, or administered by the AAA, unless specifically agreed to, in writing, by the Parties. Each of the Parties shall keep all Disputes and arbitration proceedings strictly confidential, except for disclosures of information required by Applicable Law.

13.2.2 Notice of the demand for arbitration shall be given in writing to the other Party in the manner provided for notice by Subsection 15.2 of this Agreement. The demand for arbitration shall be made within a reasonable time after the Dispute has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations. Unless otherwise agreed in writing by the Parties, either the Parties or their legal counsel shall, within 30 days following notification of the arbitration, mutually agree upon, qualify, and select an arbitrator. In the event the Parties cannot mutually agree on one arbitrator, an arbitration panel, composed of three arbitrators, shall be selected in the following manner: each of the Parties, or their respective legal counsel, as the case may be, shall, within 40 days after one Party notifies the other of its intent to arbitrate a Dispute, each select an arbitrator and the two arbitrators shall, within 15 days following notification of their selection, select a third arbitrator. In the event either Party fails to timely select an arbitrator, the arbitrator selected by the other Party shall be the sole arbitrator and shall hear the Dispute. In the event each Party selects an arbitrator, and the selected arbitrators cannot decide upon a third arbitrator for the panel, the third arbitrator shall be qualified and selected by the then presiding judge of the Sixth

Circuit Court from a list of five arbitrators provided by the AAA; such qualification and selection to be completed within 10 days following the presiding judge's receipt of the arbitrator list required herein. To qualify to arbitrate any Dispute under this Section 13, the arbitrator must be a licensed attorney in the jurisdiction wherein the proceedings occur, must have practiced law in such jurisdiction for a minimum of 10 years and must have a minimum of five years' experience in the area of the law primarily implicated by the Dispute. If the Parties cannot agree on the "primary" area of law implicated, they shall select arbitrators with a minimum of five years' experience in business and contract law. Once qualified and notified of his or her selection, the arbitrator (or arbitration panel, as applicable) shall hear the Dispute within 60 days and render a written legal opinion and decision, specifying the factual and legal basis for the decision, within 30 days thereafter (or as soon thereafter as is practicable and justified under the circumstances). In the case of an arbitration panel, the opinion of the majority of the arbitrators shall be adopted as the panel's opinion.

13.2.3 Discovery may be conducted either upon mutual consent of the Parties, or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of Disputes, and the arbitrator shall limit, expedite, or order discovery whenever appropriate to ensure that this purpose is preserved. For the purposes of this Subsection 13.2.3, the term "**Discovery**" shall not be applied to the absolute right of AMS Nevada to obtain all documents and records held by or in the possession of AMS National that are rightfully and properly the property and records of AMS Nevada or to the absolute right of AMS National to obtain all documents and records held by or in the possession of AMS Nevada that are rightfully and properly the property and records of AMS National. The arbitrator shall not have the authority to limit AMS Nevada's access to or use of any property and records of AMS Nevada that may be held by or in the possession of AMS National, but the arbitrator does have the authority to order AMS National to produce to AMS Nevada all of AMS Nevada's original property and records. Likewise, the arbitrator shall not have the authority to limit AMS National's access to or use of any property and records of AMS National that may be held by or in the possession of AMS Nevada, but the arbitrator does have the authority to order AMS Nevada to produce to AMS National all of AMS National's original property and records.

13.2.4. The decision and award rendered by the arbitrator shall be based upon Applicable Law and judicial precedent and shall be final, conclusive, and binding upon each of the Parties. Judgment may be entered upon the arbitrator's decision in accordance with Applicable Law in a court having jurisdiction thereof. Any such award by the arbitrator shall include recovery by the prevailing Party of the costs and expenses of the proceeding, including reasonable attorneys' fees; provided that, if neither Party prevails, the expenses of arbitration (other than attorneys' fees) shall be borne equally between the Parties. Any such award by the arbitrator shall not include the award of punitive damages in excess of an amount equal to the compensatory damages awarded in the proceeding.

13.3 Litigation. If the parties do not mutually agree, in writing, to submit the Dispute to binding arbitration, either Party may bring suit as allowed and contemplated under Subsection 15.9 herein.

14. Default; Remedies.

14.1 Default. Any of the following shall constitute a "**Default**" under this Agreement:

14.1.1 The failure by AMS Nevada to make any payment of the AMS National Fees or to reimburse any cost or expenses as and when due, where such failure continues for a period of 10 calendar days following written notice thereof to AMS Nevada by or on behalf of AMS National;

14.1.2 The failure by either Party to observe, comply with or perform any obligation under this Agreement, other than those described in Subsection 14.1.1, where such Default

continues for a period of 60 days after written notice thereof by or on behalf of the non-defaulting Party to the defaulting Party; provided, however, that if the nature of the Default is such that more than 60 days are reasonably required for its cure, then it shall not be deemed to be a Default of this Agreement if the defaulting Party commences such cure within said 60-day period and thereafter diligently prosecutes such cure to completion; and provided, further, that AMS Nevada shall only be permitted to claim a Default pursuant to this Subsection 14.1.2 if the underlying condition giving rise to the Default was identified in an Annual Evaluation and notice of Default is provided within 30 days following the Annual Evaluation; or

14.1.3 The occurrence of any of the following events: (i) the making by a Party of any general arrangement or assignment for the benefit of creditors; (ii) a Party becomes a “debtor” as defined in 11 U.S. Code Section 101 or any successor statute thereto (unless, in the case of a petition filed against such Party, the same is dismissed within 90 days); (iii) the appointment of a trustee or the judicial appointment of a receiver to take possession of substantially all of a Party’s assets, where possession is not restored to such Party within 90 days; or (iv) the attachment, execution or other judicial seizure of substantially all of a Party’s assets, where such seizure is not discharged within 90 days.

14.2 Remedies. If either Party is in Default hereunder, the non-defaulting Party may, at its option (but without obligation to do so), perform such duty or obligation on the Defaulting Party’s behalf. The costs and expenses of any such performance shall be due and payable by the Defaulting Party to the other Party immediately upon invoice therefor. In the event of a Default of this Agreement by either Party (which is not timely cured), with or without further notice or demand, the non-defaulting Party may pursue any remedy now or hereafter available to such Party under the laws or judicial decisions of the State of Arizona.

15. General Provisions.

15.1 Incorporation of Recitals. Recitals “A” through “C” above are acknowledged by the Parties to be true and correct and are incorporated herein as a material part of this Agreement.

15.2 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed received upon personal delivery (by hand delivery or courier), five days after being sent by registered or certified United States mail, return receipt requested, postage fully prepaid, or one day after being sent by a reputable, overnight express-mail service, addressed to the respective Party at its address as set forth below, or to such other address as each Party shall, from time to time, specify in the manner provided herein.

If to AMS National: AMS Schools – National, Inc.
3002 South Priest Drive,
Tempe, Arizona 85282
Attention: President of the Board of Directors

If to AMS Nevada: AMS Schools – Nevada, Inc.
1780 Betty Lane
Las Vegas, Nevada 89156
Attention: President of the Board of Directors

15.3 AMS Nevada Records. Financial, educational, and other records pertaining to the Charter School(s) operated by AMS Nevada are AMS Nevada property, and such records may be subject to inspection and copying under applicable law. AMS Nevada records will be accessible from AMS Nevada’s offices or one or more of the Charter Schools operated by AMS Nevada. The physical location and access to all records of the Charter School(s) operated by AMS Nevada shall fully comply with applicable law. Upon expiration or earlier termination of this Agreement, AMS National shall, within 30

days, turn over to AMS Nevada all AMS Nevada's records in whatever form (on paper, electronic or otherwise), which shall be retained by AMS Nevada and thereafter maintained by AMS Nevada. AMS National may make and keep one copy of all books and records which AMS National is permitted to retain under applicable law.

15.4 AMS National Records. AMS Nevada shall only have the right to its own records and information and, except for records and information to which AMS Nevada has rights under or relating to this Agreement, AMS Nevada has no right to the records and information of AMS National (which do not relate to this Agreement) under any circumstance, including requests under any State or federal right-to-information laws.

15.5 Statutory Requirements. AMS National acknowledges that AMS Nevada must comply with all the financial requirements for its Charter School(s) under applicable law. AMS National agrees to use commercially reasonable efforts provide such details and documentation as are reasonably necessary for AMS Nevada to meet its accounting and reporting obligations. Upon reasonable advance written notice, once per fiscal year, AMS Nevada and its designees shall have the right to review and audit AMS National's books and records as they relate to this Agreement, including the right to make copies.

15.6 Force Majeure. If performance by AMS National or AMS Nevada of any of their respective obligations under the terms of this Agreement is interrupted or delayed by an act of God, by acts of war, riot, terrorism or civil commotion, by epidemic, pandemic, orders or requirements of a governmental agency, by an act of the State, by fire or flood, or by the occurrence of any other event beyond the control of the Parties, the Parties shall be excused from such performance for the same amount of time as such occurrence lasts or such period of time as is reasonably necessary after such occurrence abates for the effect of the occurrence to have dissipated. The Parties agree to act diligently to remedy the cause of any delay subject to this Section 15.6. Each Party shall notify the other Party promptly after any occurrence subject to this Section 15.6 that may affect the Party's performance of its obligations under this Agreement.

15.7 Assignment. Neither Party may assign any of its rights, duties nor obligations under this Agreement without the other Party's prior written consent.

15.8. AMS National's Business Costs. Except as otherwise set forth in this Agreement, all expenses or obligations incurred by AMS National in the operation of its business and its performance of duties hereunder, including without limitation, AMS National's business overhead expenses, shall be borne by AMS National and AMS Nevada shall have no obligation or liability for any fees, expenses or losses incurred by AMS National except as expressly provided herein.

15.9 Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Agreement is declared void or unenforceable with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances. If any provision of this Agreement is declared entirely void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect.

15.10 Governing Law. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by, the internal, substantive laws of the State of Nevada, without reference to any choice-of-law or conflicts-of-law principles or provisions. Suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Court of Clark County, or the United States District Court, District of Nevada, and each Party hereto expressly and irrevocably consents to the jurisdiction of said courts.

15.11 Successors in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of the Parties.

15.12 Time of Essence; Time Periods. Time is of the essence of this Agreement and each and every provision of this Agreement. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other duty under this Agreement. Unless expressly stated otherwise, any computation of time periods permitted or required herein stated in “days” shall mean calendar days. “Business day,” when so identified, shall mean normal working days, excluding Saturdays, Sundays and federal or State legal holidays. If the time for performance of any obligation due hereunder or the making of any election permitted hereunder is stated in “days” and expires on a Saturday, Sunday or federal or State legal holiday, then the time for performance of such obligation or for the making of any such election shall be extended to the next day which is not a Saturday, Sunday, or legal holiday.

15.13 Waivers. No waiver of any term, covenant, or condition hereof shall be deemed a waiver of any other term, covenant, or condition hereof, or of any subsequent violation of the same or any other term, covenant, or condition hereof. A Party's consent to or approval of any act of the other Party shall not be deemed to render unnecessary the obtaining of the applicable Party's consent to, or approval of, any subsequent or similar act by the other Party, or be construed as the basis of an estoppel to enforce the provision or provisions of this Agreement requiring such consent.

15.14 Consents and Approvals. Except as otherwise expressly provided herein, wherever in this Agreement the consent or approval of a Party is required to an act or waiver for the other Party, such consent or approval shall not be unreasonably withheld or delayed.

15.15 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

15.16 Attorney's Fees. If attorneys are engaged, or any action is brought, by either Party in respect of its rights under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, court or arbitration costs, and costs of appeal as determined by the arbitrator or court.

15.17 Counterparts; Signatures. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original of this Agreement; provided, however, that this Agreement shall not be effective or enforceable unless and until it is executed by each Party. Facsimile, portable-document-format (“pdf”) and digital signatures shall be fully binding upon the Parties and shall be deemed as if originals.

15.18 Amendments. This Agreement may be amended or modified only in writing, signed by the Parties in interest at the time of the amendment or modification.

15.19 No Third-Party Rights. No person or entity who is not a Party to this Agreement shall have any right to performance under this Agreement nor shall any person or entity who is not a Party to this Agreement have any right to enforce this Agreement.

15.20 Captions; Interpretation. Captions and headings are for convenience only and shall not alter the interpretation of any provision or be used in construing this Agreement. If the context requires, the use of the singular or plural (including the use of defined terms) shall also refer to the other. The word “including” is not exclusive; if exclusion is intended, the word “comprising” is used instead. The word “or” shall be construed to mean “and/or” unless the context clearly prohibits that construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not

strictly for or against any Party. **Each Party warrants and represents that it has read this Agreement in its entirety, that it understands each and every term and condition hereof, and that it has had ample time to seek the advice of its own legal counsel and other professional advisors before signing this Agreement.** Accordingly, any rule of construction to the effect that ambiguities are to be construed against the drafting Party shall not apply to the interpretation of this Agreement or any amendment or exhibit hereof.

15.21 No Disparagement. During the term of this Agreement and for a period of two years thereafter, each Party agrees that neither it, nor its directors, officers, employees, or agents, shall defame or disparage the other Party, nor any of the other Party's directors, officers, employees, or agents, to any third Party.

15.22 Accord and Satisfaction. No endorsement on any check or in any notice accompanying any check or payment shall be deemed an accord and satisfaction, and AMS National may accept such check or payment without being subject to the terms of any such endorsement or statement and without prejudice to AMS National's right to recover the balance of all fees and costs due to AMS National or AMS National's right to pursue any other remedy provided herein or by law.

15.23 Compliance with Revenue Procedure 2017-13. To the extent that IRS Revenue Procedure 2017-13 may be applicable to this Agreement, the Parties acknowledge and agree that this Agreement, including any exhibits or schedules referenced herein, are intended to comply with IRS Revenue Procedure 2017-13.

15.24 Conflict of Interest; Scrivener. The law firm that drafted this Agreement, Warren Charter Law, PLC, is legal counsel for both Parties to this Agreement. As such, Warren Charter Law, PLC, has an inherent conflict of interest in drafting this Agreement and advising the Parties as to the legal consequences and propriety of entering into this Agreement. Accordingly, after discussion of the issues and after being informed of the conflict, by signing this Agreement, both Parties knowingly consent to the conflict and Warren Charter Law, PLC's involvement in this matter. Moreover, the Parties and Warren Charter Law, PLC, have agreed that, in drafting this Agreement, Warren Charter Law, PLC, has acted as the scrivener of this Agreement, documenting the agreement already reached between the Parties and following the joint and mutual directions of both of the Parties. In the event of any disagreement between the Parties, each Party agrees that Warren Charter Law, PLC can withdraw from the matter and that the Parties will seek separate, independent legal counsel to resolve any differences.

15.25 Entire Agreement. This Agreement, including any exhibits or schedules referenced herein, contains the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and all agreements and understandings entered into prior to this Agreement are superseded by this Agreement to the extent they relate to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have duly executed this Agreement as of the day and year first written above.

[Signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

AMS SCHOOLS – NATIONAL, INC., a Texas nonprofit corporation

By: _____

Name: _____

Title: _____

AMS SCHOOLS – NEVADA, INC., a Nevada nonprofit corporation

By: _____

Name: _____

Title: _____

EXHIBIT A **SERVICES**

AMS National shall provide the following three categories of services for the Charter Schools operated by AMS Nevada. Except as expressly noted in the list of representative services below, expenses related to these Services shall be paid by AMS National from the AMS National Fee.

“Management Services” means and comprises general management services, site management services and supervision of operations.

“Operational Services” means and comprises all teaching services and site administrative services (including enrollment, attendance, etc.).

“Accounts Payable Services” means AMS National’s management and supervision of all accounts payable and AMS Nevada’s bank accounts, including the direct payment of the AMS Nevada’s bills and expenses by AMS National on behalf of the Charter School from the AMS Nevada’s bank accounts, and management and supervision of the AMS Nevada’s bond reserve accounts.

Types of Payment. Reasonable costs and expenses associated with goods and services not covered by the AMS National Fee may be paid by the AMS Nevada by either of two methods, as determined by AMS National: (1) such expenses may initially be paid by AMS National then passed through AMS National’s accounting services and invoiced by AMS National to the AMS Nevada for reimbursement to AMS National (“**Pass-Through Expense**”). All Pass-Through Expenses (excepting reimbursements of salaries and benefits of AMS National employees set forth in Exhibit D, which are Pass-Through Expenses but which are included in the definition of AMS National Fees) are in addition to the AMS National Fee; or (2) AMS National may pay such expenses from the AMS Nevada’s bank accounts (“**Direct Payment**”). Direct Payments shall be authorized and permitted for any of the AMS Nevada’s legitimate and ordinary expenses, including, without limitation, salaries and benefits for AMS Nevada employees, utility bills, supplies, building maintenance and repair, legal costs, marketing and talent recruitment costs not directly related to personnel costs of such expenses (such as costs for membership on job posting websites, participation costs in job fairs, website management and backend services, etc.), equipment maintenance and repair and all other ordinary or recurring business expenses. All Direct Payments are in addition to and not included in the AMS National Fees and Pass-Through Expenses established in this Agreement.

The following list of services and the cost for same are representative of activities associated with one of the 3 categories of Services identified above, except as otherwise expressly stated herein:

Management Services

Site Management. Subject to AMS National’s right to restructure its management and staff, in its sole and absolute discretion, the typical site management at a mature school will comprise: (i) a Principal; (ii) one or two Assistant Principals for each school;

1. Overall Management of the AMS Nevada academic program and day-to-day operations by the Principal;
2. Assistant management of the School by the Assistant Principal(s);

Technology and IT Services:

1. Designing overall technology and IT system and strategy;
2. Assuring alignment of technology purchases with technology strategy;
3. Providing staff training on the technology and IT systems;
4. Designing overall data collection system; selecting and/or creating database systems; assuring compatibility and security of systems;
5. Managing IT staff at all school sites; and
6. Conducting research on future growth of technology and IT services and equipment and implementing changes and improvements.
7. Website content maintenance and supervision of design

Costs and expenses of the IT services provided at each Charter School by contractors and other direct costs related to technology and IT systems (e.g., computer and other technology repairs, software development and installation, internet connection maintenance, website development, migration to new technology systems, etc.) are not included in the AMS National Fee.

Public Relations:

1. Developing the public-relations strategy for AMS Nevada;
2. Preparing and distributing press releases for AMS Nevada;
3. Conducting regular outreach efforts for AMS Nevada; and
4. Engaging firms for PR services as required.
5. Attending networking events and conferences as representatives of AMS Nevada.

Costs and expenses for services provided by PR firms and fees to attend conferences to represent AMS Nevada are not included in the AMS National Fee.

Enrollment Marketing

1. Managing staff for open house events
2. Managing online recruitment platforms including Facebook and Google Adwords and all print advertisements including brochures and postcards

Costs and expenses paid to vendors for use of platforms, technology, or advertising space (radio, television, online, or event), for actual print or mailing costs, or for delivery of advertisements to platform users including all pay-per-click and pay-per-view (such as in the case of Facebook advertisement) shall be paid by AMS Nevada and categorized as Direct Payments by AMS Nevada.

Staff Recruitment and Human Resources

1. Managing the identification of open positions, posting of positions, attendance at recruitment events, all aspects pertaining to search for new candidates, and

hiring from the beginning to the end of the process including contracting with all third-party vendors and platforms

2. All HR functions involved in onboarding of employees
3. Screening of and selecting benefits providers
4. Handling all employee questions with respect to employment and benefits and managing legal and other help as necessary in case of employment complaints or lawsuits
5. Payroll expenses for AMS National's employees subcontracted to AMS Nevada.

Costs and expenses paid to expert consultants or attorneys or paid to vendors for use of platforms (such as Indeed, LinkedIn) is not included in the AMS National Fee.

Additionally, costs to attend career fairs shall be Direct Payments by AMS Nevada.

For AMS Nevada employees: Payroll expenses, benefits, and fees for any platforms above and beyond what AMS National pays for its own employees will be paid by AMS Nevada as Direct Payments or Pass-Through Expenses.

Development:

1. Identifying relevant grant opportunities;
2. Writing and administering of all grants for AMS Nevada;
3. Managing fundraising for special projects and needs; and
4. Contracting with outside fundraisers and/or providing fundraising staff at each school as required.

Costs and expenses for (i) services provided by outside fundraisers; (ii) expenses for fundraising staff at AMS Nevada; and (iii) fundraising costs including, but not limited to the costs of printing brochures, hosting events and travel, are not included in the AMS National Fee.

Other:

1. Negotiating capital equipment purchases and leases for existing sites;
2. Maintaining the AMS Nevada's corporate files and providing support for Board meetings;
3. Preparing State-required annual reports for AMS Nevada;
4. Providing school calendars that meets State requirements;
5. Providing time schedules for all Charter Schools;
6. Coordinating and supervising building and asset maintenance and repair;
7. Planning staffing levels at each Charter School.

Costs and expenses related to building and asset maintenance and repair are not included in the AMS National Fee. Legal expenses of any kind, Board training, and Board recruitment are not included in the AMS National Fee.

Operational Services

Enrollment and Enrollment Maintenance:

1. Supervising operations related to:
 - a Enrollment
 - b Registration
 - c Waiting-list management
 - d Withdrawals
 - e Attendance
 - f Student Records
2. Creating manuals and timelines for policies and procedures and staff training related to: Enrollment, registration, waiting-list management, and withdrawals, attendance, student Records
3. Conducting market analysis (demand for AMS Nevada's services)
4. Conducting student-retention analysis
5. Preparing periodic enrollment reports for the Board

SAIS – Student Automatic Information System

1. Contracting with database-system providers, updating and solving database problems. Costs and expenses relating to contracting for database systems are not included in the AMS National Fee.
2. Conducting data-entry training for site staff.
3. Supervising data entry.
4. Supervising data uploads.
5. Reconciling SAIS and AMS Nevada database data.
6. Supervising SAIS legal compliance.

Third-party costs for rollout of new SIS system or any costs paid directly to SIS providers for custom solutions are not included in the AMS National fees.

Curriculum:

1. Designing and publishing policies and procedures related to State-approved curriculum consistent with the AMS Nevada's mission
2. Designing and administering the AMS Nevada's internal syllabi audit system (the audit system includes the curriculum alignment with State standards) and managing the system
3. Designing the AMS Nevada's students' and schools' progress assessment system, managing the system and training the teachers and administrators to use the system.
4. Supervising the administration of required State assessments.

Costs and expenses related to external tests for students including, but not limited to, PSAT, SAT, AP Exams, Cambridge Exams, Latin National Exam, and the costs of external training related to these exams, are not included in the AMS National Fee. Additionally, costs for curriculum training from publishers are not included in the AMS National Fee. Development of new curriculum not precipitated by lack of meeting Academic Performance Objectives in Exhibit A or new State standards are not included in the AMS National Fee. Deviations from Current School Model including writing of new curriculum including for grades 9-12 and

significantly changing the existing instructional program. Writing of any curriculum beyond supplementation of existing curriculum is not included.

Teachers and School Leadership:

1. Conducting in-house, teacher-training programs in subject content, classroom management, assessment design, developmental psychology and federal and State compliance, including special-education compliance.
2. Arranging training by outside experts and coordinating off-site individual teacher training and professional development activities.
3. Planning instructional staffing levels.

Costs and expenses related to teacher recruitment paid to third parties and the costs of food, lodging and space rental for teacher and leadership training as well as the costs and expenses of training or professional development courses provided and/or organized by other organizations including, but not limited to, curriculum training, state testing training, instruction-related training, or any other training by outside organizations are not included in the AMS National fee. Professional development or training at outside events for all AMS Nevada's employees are not covered in the AMS National Fee.

Students:

1. Creating policies and procedures and supervising operations related to:
 - Identifying and providing services to "Atypical Learners" (i.e., students that demonstrate atypical learning behavior: a faster or slower pace of learning than the average student);
 - Identifying and providing educational services to students with special needs, in compliance with federal and State laws and regulations, including State-required reporting.
2. Finding, contracting and supervising licensed SPED staff at all school sites including, but not limited to, evaluation staff, psychologists, and speech and all other therapists.
3. Supervising data collection and providing relevant data for State monitoring and SPED audits.

Costs and expenses related to services (including administrative and compliance) provided to Atypical Learners and SPED services are not included in the AMS National Fee.

Accounts Payable Services

Accounting

1. Preparing proposed, adopted and adjusted versions of school budgets.
2. Preparing financial reports for all the Charter Schools.
3. Submitting budgets and financial reports to Authority as required by applicable law.
4. Coordinating, preparing and providing audit data for annual audits.
5. Recording the AMS Nevada's accounting data.
6. Preparing quarterly financial reports for the Board.

7. Preparing the AMS Nevada's tax returns.
8. Managing accounts payable and accounts receivable.
9. Maintaining all vendor files.
10. Assuring compliance with GAAP accounting standards.
11. Assuring compliance with existing Bondholder reporting requirements.

Third-party costs and expenses related to implementation of new accounting systems is not included in the AMS National Fee.

Unenumerated Services:

AMS National is authorized to provide reimbursable services and incur expenses not specifically enumerated above that AMS National believes are required to execute AMS National's responsibly to manage, oversee and supervise all the operations and activities of the Charter Schools per Subsections 7.2 and 7.3.

EXHIBIT B **SCHOOL STARTUP SERVICES**

AMS National shall provide the following services for AMS Nevada, which shall constitute the “**School Startup Services**”:

1. Evaluating new school sites for demographics and working with brokers in procuring property listings in areas;
2. Writing, submitting, and pursuing new charter contracts as directed by the Board within Nevada;
3. Writing, administering, and reporting on start-up grants for AMS Nevada;
4. Marketing new charter schools in the community including the development and implementation of public-relations strategies for AMS Nevada as well as conducting regular outreach efforts for AMS Nevada;
5. Assisting with the student registration process prior to the Charter School opening;
6. Assisting with the search for, coordination of hiring for, and training of school leaders, admin, and teaching staff for AMS Nevada;
7. Managing the planning and implementation of teacher training for new sites;
8. Providing services and, without prior approval or authorization of AMS Nevada, incurring reimbursable expenses not specifically enumerated above that are necessary and required in connection with AMS National’s responsibility to manage, oversee and supervise all the operations and activities of related to school startups so long as such expenses are allowable in this Agreement.

Exclusions (which are not included in the School Startup Services):

A. Deviations from Current School Model:

1. Writing of new curriculum including for grades 9-12
2. Significantly changing the school instructional program
3. Writing of any curriculum beyond supplementation of existing curriculum is not included.
4. AMS National may request an amendment to Startup Fee to change the school model. AMS Nevada is not required to grant amendment, however, AMS National may decide not to provide School Startup Services for new states without such amendment. Failure of AMS Nevada and AMS National to agree to new terms shall not invalidate any other portion of this Agreement.

B. Services included in a separate Project Management Services agreement.

1. Site due diligence including research of location and availability of utilities, on-site improvements, restrictions in CC&Rs, and estimation of total cost of the project.
2. Negotiating real estate purchase agreements and facility leases for new sites.
3. Conducting financing negotiations for new sites.
4. Developing options for and selecting architectural firms for school site development.
5. Developing options for and selecting contractors for school site development.
6. Managing construction activities and all consultants on construction projects (for new or existing campuses) in capacity of project manager or owner representative.
7. Any fees paid to architectural, engineering, construction, or other vendors related to new or existing school site development.
8. Any fees paid to outside service providers for research of new states.
9. Reimbursable expenses including travel costs and associated costs with developing a new school.

The list of exclusions defined herein is intended to be forward-looking and as comprehensive as possible, however, all future needs of the Charter Schools cannot be anticipated and as such, AMS National is only obligated to provide the School Startup Services as defined herein.