

CHARTER SCHOOL MANAGEMENT AGREEMENT

THIS CHARTER SCHOOL MANAGEMENT AGREEMENT (this “Agreement is made and effective as of the [REDACTED] day of [REDACTED] of 2024 (“Effective Date”), by and between SMART Management, LLC a Delaware Limited Liability Company, whose registered address is 3500 South Dupont Highway, Dover, Delaware 19901 (hereinafter referred to as “SMART”), and _____, Inc., a California non-profit corporation, whose address is _____ (hereinafter referred to as “CCSPA”). SMART and CCSPA are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

I. RECITALS

1. CCSPA operates the CCSPA as a 6th through 12th Grade school, pursuant to a charter contract with the State of California (hereinafter the “Charter School”).
2. SMART provides both comprehensive and targeted educational and support services to charter schools.
3. CCSPA wishes to engage SMART to provide the Services (as enumerated in Section 4, below) at the Charter School in connection with the operation of CCSPA's charter school, and SMART is willing to accept such engagement and provide the Services enumerated in Section 4, below to CCSPA, 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:

II. AGREEMENTS

2. Engagement, Purpose, Board Authority, Relationship.
 1. Engagement. CCSPA hereby: (i) engages SMART for the purpose of providing the Services; and (ii) grants SMART as set forth herein, to the full extent permitted by applicable law. SMART hereby accepts such engagement, for the term set forth herein, to act on behalf of CCSPA for the purposes set forth herein, only with such authority as is delegated to SMART herein or by subsequent action taken at a public meeting by the CCSPA Board of Directors (the “Board”) action or adopted resolutions, subject to the terms and conditions of this Agreement, applicable

provisions of California law, including specifically the provisions of Chapter 12, Subchapter D of the California Education Code; all rules and regulations adopted from time-to-time by either the California State Board of education or the California Commissioner of Education relating to the operation of charter schools; and all representations, conditions and undertakings set forth in the Charter Applications, submitted to the California Education Agency by CCSPA, and the Charter Contract, as amended, between the State of California and CCSPA.

2. Premise of Agreement. This Agreement is predicated on understanding that students benefit when decisions regarding educational programs, operations, and student services are made at the school level and that autonomy and accountability are mutually reinforcing principles.

3. Student Achievement. The primary purpose of this Agreement is to improve student outcomes by authorizing SMART the authority to operate the Charter School, subject to transparent accountability requirements. The provisions of this Agreement shall be construed and applied to achieve this purpose.

4. Intent to Continue Agreement for the Benefit of Students. Subject to the term and termination provisions set forth in Article III, below, the Parties intend that this Agreement shall continue in effect and shall be renewed for successive terms.

5. Board Final Authority. Notwithstanding any provision contained herein, SMART acknowledges and agrees that the CCSPA is and shall be governed by its Board, which is responsible for overseeing this Agreement and all corporate operations necessary to operate the Charter school to which this Agreement relates. SMART shall provide the Services to CCSPA subject to the Board's direction, oversight and policies, the requirements of this Agreement applicable California law. Nothing in this Agreement shall be construed to interfere with the Board's authority and duty to exercise its statutory, contractual, and fiduciary responsibilities governing all Charter-School and corporate operations. The Board has, and shall retain, the right to exercise its judgment in accepting or rejecting SMART's recommendations related to the Services provided under this Agreement.

6. Relationship of the Parties. The Parties agree that:

1. Subject to applicable California laws and regulations, CCSPA and SMART shall carry out their respective rights, duties and obligations under the terms and conditions set forth in this Agreement in a cooperative manner and to minimize disruption in the orderly functioning and administration of the Charter School. SMART will operate as an independent contractor to CCSPA and will be responsible for delivering the services required by this Agreement. The relationship between and

among the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and such contracts and agreements as may be created in the future from time to time between the Parties and reduced to writing.

2. In order to facilitate internal communications, and in light to SMART's undertaking of the services described in Section 4, below, CCSPA designates SMART, and all of its employees, administrators, subcontractors, staff, as agents of CCSPA, specifically retained for the purpose of operating the Charter School, and thereby having a legitimate educational interest for the purpose of entitling such persons, access to education records under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g). Additionally, because of its contemplated role in evaluating both the finances and personnel of the Charter School CCSPA grants to SMART full access to the financial and personnel records of the Charter School. There shall be no modification of, addition to, or deletion from (any or all of the foregoing, unless set forth in a writing and signed by the Parties.

3. The relationship between CCSPA and SMART is based solely upon the terms of this Agreement and any other subsequent written agreements between CCSPA and SMART. This Agreement shall create 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.

4. While performing under this Agreement, neither Party shall represent the other party in any dealings or transactions, except as expressly authorized herein. Neither Party will be the agent of another except to the extent otherwise specifically provided by this Agreement. Neither Party has the express or implied authority or will in any case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind the other Party to any duty imposed by contract, other than this Agreement, unless the Party on which such duty is to be inferred has specifically authorized such action at a meeting of that Party's governing board held, as applicable, in accordance with the [California Open Meetings Act] (appearing in minutes of such meeting) and as agreed in writing by that Party.

5. Neither Party shall represent the existence of any relationship except for the relationship specified herein.

6. Neither Party is a division, subsidiary, affiliate, or any part of the other Party or has the right or authority to exercise any common control of any other Party. Nothing herein will be construed to create a partnership or joint venture by or

between CCSPA and SMART.

7. Neither Party may enter into, bind or attempt to bind the other Party to any contractual obligation or duty.

8. The governing bodies of both CCSPA and SMART shall remain independent of each other. Neither governing body may be comprised of any members of the Boards, officers or employees of each other.

9. Each Party shall solely be responsible for its acts and omissions and for the acts and omissions of its directors, officers, employees, agents and contractors. Except as expressly stated herein, SMART is not authorized to act on behalf CCSPA and any attempt to do so shall be null and void.

10. The Parties mutually confirm that neither CCSPA nor the Charter School has accepted or will accept any loan or credit from SMART. The Parties mutually confirm that neither CCSPA nor the Charter School has incurred or will incur any debt to SMART.

11. The Parties mutually acknowledge that a charter holder or charter school that accepts a loan or credit from, or incurs a debt to, a management company, may not enter into a contract with that management company to provide management services to the school.

12. The Parties will mutually cooperate to ensure that CCSPA shall separately disclose, in its annual audit report, all loans or credit received, or indebtedness incurred by the charter holder or the charter school to any person or entity providing management services to the charter school or another charter school that operates under a charter granted to the charter)

13. The Parties acknowledge and agree that SMART may not: a.) take any action in its capacity as guarantor or co-signer to prevent, deter, or discourage the charter holder from taking any action respecting the management company under its contract for management services; or, b.) take any action in its capacity as guarantor or co-signer to coerce, influence, or encourage the charter holder to negotiate.

III.

TERM AND TERMINATION

1. This Agreement shall commence on the earlier occurring of: a.) the day

following the date of approval of this Agreement by [relevant CA regulators] staff;

2. This shall terminate without further notice, on [REDACTED] . the end of the current term of CCSPA current open-enrollment charter granted by [California authorizer]

3. The contract shall automatically renew at the end of the term for an additional 5 years. Should the CCSPA board wish to non-renew the contract, it will notify SMART in writing and provide SMART 60 days to address and remediate any deficiencies identified by the board.

4. This Agreement may be terminated at any other time by the mutual written agreement of the Parties.

5. Upon expiration or termination of this Agreement for any reason, SMART shall be entitled to, and shall promptly receive, all fees and reimbursement of all expenses pursuant to Sections 7 and 8, below.

IV.

RESPONSIBILITIES OF CCSPA

1. Furniture and Equipment for Classrooms and Instructional Areas. CCSPA shall authorize SMART the full use of all furniture and equipment in place at its current location. As set forth in its annual budgets for all years during the term of this Agreement, CCSPA will use appropriated funds to acquire chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture as reasonably required for the Charter School. The title to all furniture and equipment supplied by CCSPA for use by SMART remains vested in CCSPA. SMART will ensure that all property is asset-tagged and shall maintain an inventory list of all assets located at the school.

2. Permitted Use. Beginning on the Commencement Date identified in Section 3.1, above and during the Term of this Agreement, SMART may use and occupy the facilities of CCSPA solely for the operation of the School as permitted by this Agreement and Applicable Law.

3. Fixtures and Alterations. SMART may attach non-permanent materials and fixtures to the walls of the Charter School classrooms but may not make any other alterations (including fixtures) in or to the CCSPA facilities that would alter the walls, floors, or any other permanent structure of the Premises without written consent of CCSPA.

4. Cooperation. CCSPA shall cooperate with SMART in promptly filing all information and documents and submitting all forms and reports that may be necessary or convenient for SMART to properly perform its responsibilities under this Agreement,
5. Legal Counsel. CCSPA shall select and retain legal counsel to advise it regarding the terms and conditions set forth in this Agreement, and its rights and responsibilities under the Act, this Agreement and applicable law.
6. Charter Contract. SMART shall not act, or find to act, in any manner that may cause CCSPA to breach its Charter Contract.
7. Evaluation of SMART. CCSPA shall evaluate the performance of SMART each year to provide SMART with an understanding of the Board's view of its performance under this Agreement. The evaluation shall occur during July of each school year and will be based upon the financial and academic performance of the Charter school during the immediately preceding school year.
8. Place of Performance. CCSPA shall provide SMART with reasonable office space at its current school location so as to allow sufficient space for SMART to perform the Services required by this Agreement. Except as prohibited by the State law or regulation or other applicable law, SMART reserves the right to perform a portion of the Services off-site at other locations.
9. Adoption of Annual Charter School Budget. Based upon the recommendation of SMART, the CCSPA Board shall be responsible for adopting the annual Charter School budget or budgets for each fiscal year in a timely manner. In adopting such budget, the CCSPA Board shall ensure that the Charter School has adequate resources to fulfill its obligations under applicable State law, regulations, and the Charter Contract. and this Agreement. In addition, the CCSPA Board shall be responsible for approving revisions and amendments to its Annual Budget to reflect necessary deviations from the adopted Annual Budget\, in the event that such changes will support the Charter School's educational mission.
10. Accounting and Audits. In accordance with the provisions of State law and regulations CCSPA shall ensure that, within 180 days following the end of each fiscal year during the Term of this Agreement financial statements of the Charter School are audited by an independent certified public accountant selected by and reporting to the CCSPA Board.
11. Communication and Notice. CCSPA agrees to communicate with SMART and

timely notify SMART of any anticipated or known: (i) material Health or safety issues; (ii) labor, employee or funding problems; and (iii) problems of any other type that could adversely affect the Charter School in complying with its obligations and responsibilities hereunder.

V. RESPONSIBILITIES OF SMART

1. Educational Services. SMART shall, subject to the Board's authority as retained and set forth in this Agreement, CCSPA's Charter Contract with the California Education Agency, and the provisions of State law and applicable regulations shall manage, oversee and supervise CCSPA's Charter School. Specific duties of SMART are set forth below:

1. Curriculum and Educational Program Responsibilities. SMART will have the authority to design, adopt, and implement all curriculum decisions for the Charter School. This authority includes authority over educational programs for specific, identified student groups, such as gifted and talented students, students of limited English proficiency, students at risk of dropping out of school, and other statutorily defined populations.

2. Educational Planning Responsibilities. SMART will implement its educational plan or academic model. SMART will include in the plan or model the vision for the Charter School, including its culture, curriculum, assessment program, instructional strategies, talent recruitment and management strategies, professional development activities or programs, evidence that the aforementioned strategies and programs can be effective with the student population which will be served at the School. The plan shall also include the management routines and practices to be implemented by the SMART in managing the staff and academic programs at the Charter School. SMART agrees to notify the CCSPA Board of any significant alteration of the plan.

3. Instructional Material Selection Responsibilities. Subject to Budget restrictions, SMART is delegated the authority to select instructional materials, as defined for the Charter School and represents that all selected materials will align with California requirements and any other standards that may be required under Applicable Law.

4. Assessment Responsibilities. SMART has authority over the selection and administration of student assessments not required by state or federal law.

5. Extracurricular Programming Responsibilities. SMART shall develop

programming in which students enrolled at the Charter School may join any extra-curricular activities, so long as participation does not interfere with the School's schedule, tutorials, or other parts of the Program as determined by SMART.

6. Student Behavior Responsibilities. SMART will develop and present to the CCSPA Board for final approval a Student Code of Conduct which students enrolled in the Charter School will be required to follow. Enforcement of the Student Code of Conduct shall be the final responsibility of SMART, except in those cases where it is alleged and proved that SMART failed to follow the procedures set forth in the Student Code of Conduct, or it is alleged and proved that SMART failed to ensure that due process was afforded with respect to student discipline.

2. Personnel Management Services. Specific duties of SMART are set forth below:

1. Employment Responsibilities. All faculty and staff of the Charter School will be employees of CCSPA, and will, in the absence of an employment agreement approved by SMART in its sole discretion be considered to be at-will employees. Under this Agreement, SMART has been delegated the sole, initial, and final authority to approve the hiring, assignment, and dismissal of all CCSPA employees or contractors to the Charter School. The delegation of authority includes hiring, assignment, evaluation, development, advancement, compensation, continuation, and establishment of any other terms of employment of any CCSPA employee or contractor. From and after the effective date of this Agreement the CCSPA will not approve or take part in any employment actions relating to CCSPA employees and will, instead defer in employment matters to the final decision of SMART in any employment matter.

2. Criminal History Background Check Responsibilities. SMART shall ensure that all criminal history background checks required by State law and regulation, including without limitation those required for School personnel, applicants, vendors, contractors, and volunteers and shall take action required by law upon completing the background check.

3. Employment Record Maintenance. SMART will timely record and maintain the employment records for all Charter School personnel and all employment records of CCSPA employees. Such records will be the property of CCSPA.

4. Employee Complaints and Grievances. SMART agrees to develop for CCSPA and, after approval by the CCSPA Board, faithfully administer such policy.

5. Superintendent. At its sole discretion SMART may hire a Superintendent, on behalf of CCSPA to direct the daily activities of the Charter School. Any person hired to perform these functions shall be governed by the authority granted to SMART under Section 5.2.1, above.

3. Development Services. SMART shall, prepare and submit to the CCSPA Board for its review, a Development Plan for the advancement of the Charter School. Such Development Plan shall include marketing activities to enhance student enrollment. The Plan should also address future efforts at fundraising activities from both public and private sources.

4. Accounting and Audit Cooperation. SMART acknowledges and agrees that, in accordance with the provisions of State law and regulations the CCSPA Board is required to ensure that, within 180 days following the end of each fiscal year during the Term of this Agreement financial statements of the Charter School are audited by an independent certified public accountant selected by and reporting to the CCSPA Board. SMART agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984.

5. Contracting, Purchasing and Procurement Responsibilities. SMART shall establish school-level systems for obtaining, contracting with, and paying its vendors for goods it acquires on behalf of CCSPA under this Agreement. SMART will ensure compliance with applicable state and federal contracting and payment. SMART reserves the right to contract for any services it deems beneficial in operation of the School, so long as the contracted amount is within the authorized items of expenditure in the CCSPA Board-adopted Budget.

6. Budgeting Responsibilities. SMART shall undertake budget planning as an integral part of overall program planning so that the budget effectively reflects the Charter School's programs and activities, and to provide the resources to implement them. The budget adoption process shall, at a minimum, the budget shall:

1. Include in the budget planning process, general educational goals, specific program goals, and alternatives for achieving program goals shall be considered, as well as input from the Charter School stakeholders committees. Budget planning and evaluation are continuous processes and shall be a regular part of SMART's activities.

2. Be prepared in a format that meets all established CA requirements for preparation and student data submission at all scheduled intervals.

3. Be presented to the CCSPA Board at a posted public hearing for discussion, modification, and ultimately for approval by the Board

4. Maybe amended from time-to-time by action of the CCSPA Board at a public meeting.

5. The adopted budget provides SMART the authority to expend funds for the purposes indicated and in accordance with state law, Board policy, and State-approved purchasing procedures. The expenditure of funds shall be under the direction of the SMART who shall ensure that funds are expended in accordance with the adopted budget.

VI. MANAGEMENT FEES

1. For and in consideration of the assumption of the duties which it has assumed under this Agreement, SMART will be paid an amount equal to twelve percent (12%) of the total revenues received by CCSPA or paid to third-parties, other than SMART, on behalf of CCSPA or its students. Such revenues shall include all federal, state, and local program revenues, grants from public or private sources, and all other revenues received by CCSPA or paid on its behalf through all other development and fund-raising efforts conducted by the Parties.

2. Amounts payable to SMART under Section 6.1 above will be calculated based upon all revenues received by CCSPA during the Term of this Agreement or any extension thereof.

3. SMART shall also be entitled to receive payment for any revenues received by CCSPA after the expiration of this Agreement so long as CCSPA's entitlement to receive such funds occurred during the term of this Agreement or any extension thereof.

4. SMART shall be paid the amounts calculated in accordance with Section 6.1 above on a monthly basis in accordance with the following protocols.

1. On a monthly basis, SMART shall prepare and submit to the CCSPA Board a statement of all qualifying revenues under Section 6.1, above, and a calculation of its management fees calculated in accordance with this Article.

2. The CCSPA Board shall take up and consider SMART's monthly payment request at the first posted meeting following SMART's submission of its monthly invoice.

3. The CCSPA Board shall approve SMART's invoice unless the Board finds an error in calculation, in which case the Board shall approve the corrected amount.

4. After the end of this Agreement's Term, or any extension thereof, the CCSPA Board shall approve SMART's invoices for Management Fees earned for funds received by CCSPA, after the termination of the Agreement, so long as the entitlement to such revenues was established during the Term of the Agreement or any extension thereof, unless the Board finds an error in calculation, in which case the Board shall approve the corrected amount.

VII. MUTUAL REPRESENTATIONS AND WARRANTIES.

1. CCSPA's Representations and Warranties. CCSPA hereby represents and warrants to SMART that:

1. It is duly organized and existing as a CA nonprofit corporation.

2. CCSPA is the current authorized holder of a Charter Contract approved by [California authorizer].

3. The CCSPA Board will not do, suffer or permit any act or wrongdoing to be done whereby its right to operate as a CA nonprofit corporation, and also to operate as an approved Charter holder.

4. The CCSPA Board has the full authority and power to enter into this Agreement and it has duly authorized its President to execute this Agreement;

5. The execution, delivery, and performance of this Agreement will not conflict with or cause a default by CCSPA under any other instrument or agreement to which CCSPA is a Party or will not constitute a violation of any order rule, or regulation of any court or governmental agency having jurisdiction over CCSPA.

6. CCSPA is not in breach or default under any instrument or agreement, including, without limitation: (i) loans or other financial obligations (ii) wage or salary obligations and related benefits and payroll taxes; and any leases for real and personal property, where such breach or default may adversely affect CCSPA's required performance under this Agreement.

7. There are no pending actions, claims, suits or proceedings filed or, to its knowledge, threatened, or reasonably anticipated against or affecting CCSPA which, if adversely decided would have a material adverse effect on its ability to perform its obligations under this Agreement. and

8. Prior to the CCSPA Board's approval and CCSPA's execution and delivery of this Agreement each member of the Board and CCSPA's legal counsel were given ample opportunity to review and discuss this Agreement.

2. SMART's Representations and Warranties. CCSPA hereby represents and warrants to SMART that:

1. It is duly organized and existing as a Delaware Chartered Limited Liability Company, and is registered to do business in the State of California. nonprofit corporation.

2. The SMART will not do, suffer or permit any act or wrongdoing to be done whereby its right to operate in California as a limited liability company, and also to operate as an authorized charter management company.

3. SMART has the full. authority and power to enter into this Agreement and it has duly authorized its President to execute this Agreement;

4. The execution, delivery, and performance of this Agreement will not conflict with or cause a default by SMART under any other instrument or agreement to which SMART is a Party or will not constitute a violation of any order rule, or regulation of any court or governmental agency having jurisdiction over SMART.

5. SMART is not in breach or default under any instrument or agreement, including, without limitation: (i) loans or other financial obligations (ii) wage or salary obligations and related benefits and payroll taxes; and any leases for real and personal property, where such breach or default may adversely affect SMART's required performance under this Agreement.

6. There are no pending actions, claims, suits or proceedings filed or, to its knowledge, threatened, or reasonably anticipated against or affecting SMART which, if adversely decided would have a material adverse effect on its ability to perform its obligations under this Agreement.

7. Prior to the SMART's approval and its execution and delivery of this Agreement each member of the Board and SMART's legal counsel were given ample opportunity to review and discuss this Agreement.

XIII. INSURANCE AND INDEMNIFICATION

1. Insurance Coverage by SMART. SMART shall, at its own expense and not from the Charter School's operating funds shall secure and keep in force during the Term of this Agreement commercial general liability insurance coverage, including contractual coverage, automobile liability insurance coverage, and sexual misconduct and molestation coverage, with minimum liability limits of \$1,000,000 per

occurrence, with a \$2,000,000 annual aggregate. CCSPA is to be named as an additional insured under such coverage for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the School or any event arising therefrom.

2. Insurance coverage by CCSPA. CCSPA shall maintain casualty insurance on the facilities and on its personal property and commercial general liability coverage applicable to any services it provides at the Charter School. CCSPA shall also maintain (a) broad form casualty coverage for all personal property located or used at the School, including the Furnishings, which coverage shall be on a full replacement value basis, and (b) worker's compensation insurance to the extent required by the laws of the State of California. Any deductible or other similar obligation under CCSPA's insurance policies shall be the sole obligation of CCSPA.

3. Form of Policies. All of the insurance policies described in this Article XIII shall be issued by insurance companies qualified to operate in California. Such policies shall name the counterparty to this Agreement, as additional insureds. Evidence of insurance shall be delivered to the counter party on or before the Possession Date, and thereafter within thirty (30) days prior to the expiration of the term of each such policy, or immediately upon obtaining a new policy.

4. Evidence of Insurance. Upon request, either Party will furnish a certificate of insurance to the other Party evidencing the required coverage within thirty (30) days after the Possession Date of this Agreement and annually thereafter. Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.

5. Cooperation. To the extent that it is reasonably practicable, each Party will comply with any information or reporting requirements required by any of the other Party's insurers.

6. Indemnification. Subject to the policy limits of the insurance coverage required by Article XIII of this Agreement, each Party will protect, defend, indemnify, and save harmless the counter party from and against all claims and suits, including court costs, attorneys' fees, and other expenses, caused by the acts or omissions of each other, their employees, officers, directors, trustees, subcontractors or agents in relation to the School or the performance of their respective obligations under this Agreement.

IX. INTELLECTUAL PROPERTY RIGHTS

1. Intellectual Property Rights of SMART. In connection with the Services performed under this Agreement, SMART may furnish CCSPA with curriculum, testing, analysis, reports, programs procedures or other information or materials that have been or will be authored, originated, discovered, or invented by or for SMART, and of which SMART is deemed to be the originator. ("SMART's Materials"). The

Parties agree that SMART shall have and retain all title and interest in and to SMART's Materials, and that CCSPA shall not have any rights to sell, assign or otherwise transfer any right, title or interest in such SMART's Materials and all rights to apply for, register, obtain, and own any and all copyrights trademarks, service marks trade names, patents and/or other exclusive or proprietary registrations or forms of ownership. SMART retains the right to sell any of SMART's Materials.

2. Intellectual Property Rights of CCSPA. The Parties hereto agree that the name "CCSPA" and any trademarks or images associated therewith are the intellectual property of CCSPA. License Grant. CCSPA hereby grants to SMART the revocable, non-exclusive right to use the CCSPA name and trademarks to be used in connection with SMART's performance under this Agreement to operate the Charter School. This right shall terminate for a when SMART is no longer providing the Services for such Charter School or upon the termination of this Agreement. Upon termination of this Agreement or any extension thereof, SMART shall immediately cease all use of the marks in connection with the Charter School. SMART shall acquire no rights in the Marks under this Section, except the right to use the Marks as permitted herein.

X. DISPUTE RESOLUTION

1. Mediation. After receipt of notice of either Party's determination or notice of breach, the counter party shall have sixty (60) days in which either to tender performance or evidence of its efforts to cure. In the event such a notice is delivered, either Party may initiate mediation of the dispute by written notice to the counter party, in which case the parties shall be required to make a good faith effort to resolve, without resort to litigation and within sixty (60) days after the demand mediation, attempt to resolve the dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation With respect to such mediation, (i) each Party shall bear one-half of such mediator's fees and expenses; and, ii) otherwise each Party shall bear all of its costs and expenses (including attorneys' fees) incurred in connection with such mediation.

2. In the event that any mediation is not successful in resolving the dispute or that payment is not received within the time period described for mediation in Section 10.1, either Party may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in a judicial proceeding in a district court of Orange County, CA, and may assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

XI. GENERAL AND MISCELLANEOUS

1. Entire Agreement. This Agreement, including all referenced attachments and terms incorporated by reference contains the entire agreement of the parties. All prior

representations, understandings, and discussions are merged into, superseded by and canceled by this contract.

2. Notices. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (e.g., by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

A. Notices to CCSPA shall be addressed to its President as follows:

President
CCSPA, Inc.
Telephone:
Facsimile:
Email:

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

B. Notices to the SMART shall be addressed to its Authorized Representative as follows:

Jeffrey Rothschild, COO
SMART Management
9875 SW 72nd St
Miami, FL 33172
Email: jrothschild@ssmartmanagementschools.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

3. Amendments to Agreement; Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties. Waiver of any term, condition, or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition, or provision, or a waiver of any other term, condition, or provision of this Agreement.

4. Severability. If any provision of this contract is determined by a court other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect so as to give effect to the intent of the Parties to the extent valid and enforceable.

5. Governing Law. In any suit arising under this contract, California law shall apply.

Entered into this ____ day of _____, 2024.

CCSPA, Inc.

By: _____
President

SMART Management

By: _____
President