MANAGEMENT AGREEMENT

This Management Agreement (the "Agreement") is made and entered into as of the day of June 21, 2016, by and between Joy Preparatory Academy, a Michigan public school academy and body corporate ("Joy Preparatory Academy"), by and through its Board of Directors (the "Board"), and The Leona Group, LLC, a Michigan limited liability company ("TLG").

RECITALS

A. Joy Preparatory Academy has been established by Ferris State University (the "Authorizer") pursuant to that certain Public School Academy Contract dated July 1, 2016, between Ferris State University and Joy Preparatory Academy (the "Public School Academy Contract") to operate a Joy Preparatory Academy pursuant to the Public School Academy Contract in accordance with the Michigan Revised School Code (the "Code") under the name of "Joy Preparatory Academy."

B. Joy Preparatory Academy and TLG desire to create an enduring educational partnership, whereby Joy Preparatory Academy and TLG will work together to develop an environment of educational excellence and innovation at Joy Preparatory Academy, based upon TLG's experience and capacity to implement and manage a comprehensive educational program (the "Educational Program").

C. Joy Preparatory Academy and TLG intend that this Agreement constitute, and this Agreement shall constitute, a "qualified management agreement" in compliance with applicable requirements of Section 141 of the Internal Revenue Code of 1986 (the "1986 Code") and Rev. Proc. 97-13, 1997-5 I.R.B. 18 ("Revenue Procedure 97-13") and shall be interpreted in accordance with such requirements.

THEREFORE, the parties mutually agree as follows:

1. Public School Academy Contract; Required Provisions. Notwithstanding, anything contained in the Agreement to the contrary, Joy Preparatory Academy and TLG covenant and agree, as follows:

1.1 Indemnification of Ferris State University. The parties acknowledge and agree that the Ferris State University Board of Trustees, Ferris State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Ferris State University, Ferris State University Board of Trustees and its members, and their respective officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Ferris State University, which arise out or are in any manner connected with Ferris State University Board of Trustee's approval of Joy Preparatory Academy's application, Ferris State University Board of Trustee's consideration of or issuance

of a Contract, the Board's or TLG's preparation for and operation of Joy Preparatory Academy, or which are incurred as a result of the reliance by Ferris State University, Ferris State University Board of Trustees or its members, or their respective officers, employees, agents or Trustees or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Board or TLG, or which arise out of the failure of the Board or TLG to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Ferris State University, Ferris State University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action either party to enforce its rights as set forth in this Agreement.

1.2 Compliance with Public School Academy Contract. TLG agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with Joy Preparatory Academy's obligations under the Public School Academy Contract issued by Ferris State University Board of Trustees. The provisions of the Public School Academy Contract shall supersede any competing or conflicting provisions contained in this Agreement.

1.3 Compliance with Section 503c. On an annual basis, TLGagrees to provide the Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (3) days of receipt of this information, the Board shall make the information available on Joy Preparatory Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement.

1.4 Compliance with Public School Academy Contract. TLG shall (i) comply with the requirements of the Public School Academy Contract to the extent TLG performs services on behalf of Joy Preparatory Academy and (ii) assist and cooperate with Joy Preparatory Academy in complying with the requirements of the Public School Academy Contract.

1.5 Non-Interference with Board. Nothing in this Agreement shall be construed to (i) interfere with the Board's duties under the Public School Academy Contract or (ii) cause Joy Preparatory Academy's duties under the Public School Academy Contract to be limited or rendered impossible by action or inaction of TLG.

1.6 Sovereign Immunity. No provision contained in this Agreement shall in any way impact Joy Preparatory Academy's course of action in choosing to assert or not assert governmental immunity.

1.7 Academy Records. All financial, educational and student records pertaining to Joy Preparatory Academy are Academy property ("Academy Records") and that Joy Preparatory Academy Records are subject to the provisions of the Michigan Freedom of Information Act. Joy Preparatory Academy Records must be stored, in physical form, on-site at Joy Preparatory Academy's Facility (the "Facility") or be directly accessible at the Facility. In addition, all records pertaining to teach and administrator certification, as well as a copy of the employee handbook, shall be maintained physically on site or directly accessible at the Facility.

1.8 Records Availability. All finance and other records of TLG related to Joy Preparatory Academy will be made available to Joy Preparatory Academy's independent auditor.

In addition, no provision of this Agreement shall alter the Board Treasurer's legal obligation to direct that the deposit of all funds received by Joy Preparatory Academy be placed in Joy Preparatory Academy's depository account as required. Further, the signatories on the Board's depository account shall be solely Board members and/or properly designated Board employees. All interest or investment earnings on Academy deposits shall accrue to Joy Preparatory Academy.

1.9 Academy Auditor. The Board shall have sole responsibility and authority to select and retain the independent auditor for Joy Preparatory Academy to perform the annual financial audit in accordance with the Public School Academy Contract and applicable state law.

1.10 No Markup. TLG hereby certifies that it will not markup the costs of supplies, materials or equipment procured by TLG on Joy Preparatory Academy's behalf and that all supplies, materials and equipment procured by TLG on behalf of Joy Preparatory Academy will be inventoried by an acceptable method of inventory and further that an inventory of Academy equipment shall be maintained so that it can be clearly established which property belongs to Joy Preparatory Academy.

1.11 Effect of Termination. In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's Term, TLG shall provide transition services to Joy Preparatory Academy as follows:

1.11.1 Close Joy Preparatory Academy's books on the final year of operations in a manner and form in keeping with the industry standard, prepare financial records in audit-ready form, and hand said records off to the Board or successor management company. If the school year of termination extends beyond June 30, this Section shall include getting all Academy business and financial records from July 1 through August 31 of that year prepared in a form in keeping with the industry standard which may be turned over to the Board or successor management company.

1.11.2 Complete student records in a manner in keeping with the industry standard and hand them off to the Board or successor management company.

1.11.3 Complete and organize all Academy documents in a manner and form in keeping with the industry standard, including without limitation minutes, third party contracts, correspondence relating to Academy business, notices, and so forth, and hand them off to the Board or successor management company.

1.11.4 Complete all Academy reporting and compliance requirements up to and including the final year of operations.

1.11.5 The parties may agree upon other transition services to be provided by TLG, at a mutually agreed upon fee.

1.12 Matters Relating to Academy Staff. With respect to all persons providing instructional or administrative services to Joy Preparatory Academy on a full time basis (the "Academy Staff") (i) nothing in this Agreement shall be construed as imposing a non-competition, no-hire, or similar provision, which would prohibit or restrict Joy Preparatory

Academy or a party contracting with Joy Preparatory Academy from hiring a member of Joy Preparatory Academy Staff; nor (ii) shall any separate agreement between TLG and a member of Joy Preparatory Academy Staff contain such a provision prohibiting or restricting a member of Joy Preparatory Academy Staff from accepting employment from Joy Preparatory Academy or a party contracting with Joy Preparatory Academy.

1.13 Academy Legal Counsel. The Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Public School Academy Contract, this Agreement and applicable law. No material amendment or modification to this Agreement by the parties shall be undertaken without notification of the Authorizer and each such amendment or modification shall be accompanied by a legal opinion of Joy Preparatory Academy's independent legal counsel that all requirements of applicable law have been met and that there are no improper and/or unlawful interrelations or conflicts created by such amendment or modification.

1.14 Academy Staff Investigations. All Academy Staff shall undergo criminal background and unprofessional conduct checks as required by applicable law and all evidence of such reviews shall be available, in physical form, at the Facility or directly accessible at the Facility.

1.15 Notification of Bankruptcy. TLG shall notify the Board if any principal or officer of TLG or if TLG as an entity (including any related organizations or organizations in which a principal or officer of TLG served as a principal or officer) has filed for bankruptcy protection in the last six (6) months or within any applicable preference period, whichever is longer.

1.16 MCLA 380.507(7) Compliance. In the event that the Authorizer determines to exercise it prerogative under MCL 380.507(7) to reconstitute Joy Preparatory Academy by requiring the termination or amendment of this Agreement, TLG hereby agrees to abide by such termination or amendment, with (i) no cost or penalty to Joy Preparatory Academy and (ii) no recourse against the Authorizer by TLG or any subcontracted person of entity of TLG.

1.17 Cooperation with Board. TLG shall cooperate with Joy Preparatory Academy and the Board in fulfilling the Board's duty to meet and implement Joy Preparatory Academy's Board's statutory, contractual and fiduciary responsibilities relating to the governance and operation of Joy Preparatory Academy. No provision in this Agreement shall be construed as prohibiting or impeding the Board from acting as an independent, self-governing public body, or allowing public decisions to be made other than in compliance with the Michigan Open Meetings Act.

1.18 Ownership of Property. Any equipment, materials and supplies ("Academy Equipment") purchased by TLG on behalf of or as the agent of Joy Preparatory Academy, shall be and remain the sole property of Joy Preparatory Academy. When acquiring Academy Equipment, TLG and its subcontractors will comply with Section 1274 of the Code ("Bidding Requirements") and with the Board's procurement policy to the same extent that the Bidding Requirements would apply to Joy Preparatory Academy when making purchases of Academy Equipment directly from a third party supplier. TLG will not include any fees or charges to the cost of the equipment, materials and supplies purchased from third parties when it seeks

reimbursement for the cost of these acquisitions. All supplies, materials, and equipment procured for Joy Preparatory Academy by TLG shall be inventoried by an acceptable method of inventory and an inventory of Academy equipment shall be maintained so that it can be clearly established which property belongs to Joy Preparatory Academy.

1.19 Ownership of Educational Materials. Joy Preparatory Academy owns all proprietary rights to curriculum or educational materials ("Educational Materials") that (i) are both directly developed and paid for by Joy Preparatory Academy; or (ii) were developed by TLG at the direction of the Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials. TLG shall own all proprietary rights to Educational Materials previously developed or copyrighted by TLG, or Educational Materials that are developed by TLG using funds from Joy Preparatory Academy that are not dedicated for the specific purpose of developing Academy Educational Materials. TLG acknowledges and agrees that the Educational Materials owned by TLG and teaching techniques used by Joy Preparatory Academy may be subject to disclosure under the Code and the Michigan Freedom of Information Act.

1.20 Marketing and Development Costs. Marketing and development costs paid by or charged to Joy Preparatory Academy shall be limited to those costs specific to Joy Preparatory Academy program, and shall not include any costs for the marketing and development of TLG.

1.21 Special Default and Termination Provisions. Notwithstanding anything contained herein to the contrary:

1.21.1 It is agreed that any action or inaction by TLG which causes the Public School Academy Contract to be revoked, terminated or suspended, or which results in Joy Preparatory Academy receiving official notification from Ferris State University, Superintendent of Public Instruction, or other authorized body or official, of the commencement or an intent to initiate proceedings for the termination, revocation or suspension of the Public School Academy Contract, shall be designated a material breach of this Agreement and shall be grounds for termination of this Agreement by Joy Preparatory Academy.

1.21.2 It is further agreed that this Agreement shall be terminable if so directed by Ferris State University as part of the process of reconstitution, as provided by the Revised School Code.

1.22 Maximum Term. The maximum term of this Agreement shall not exceed the remaining term of the Public School Academy Contract.

2. Educational Services. For the Term of this Agreement, TLG will provide to Joy Preparatory Academy the following educational services consistent with the Public School Academy Contract (the "Educational Services"):

2.1 Curriculum. The development and implementation of the curriculum used at Joy Preparatory Academy.

2.2 Instruction. Oversight and coordination of the services to be provided by TLG instructional personnel, including the School Leader(s), its teachers and support staff, all in accordance with this Agreement.

2.3 Instructional Tools. The selection of instructional tools, equipment and supplies, including text books, computers, software and multi-media teaching tools.

2.4 Extra-Curricular and Co-Curricular Programs. The development and implementation of appropriate extra-curricular and co-curricular activities and programs.

2.5 Additional Educational Services. Any other services required by the Authorizing District or the State of Michigan Department of Education and such other services as are necessary or expedient for the improvement of teaching and learning at Joy Preparatory Academy as agreed to from time to time between TLG and the Board ("Supplemental Programs").

2.6 Subcontracts. It is anticipated that TLG will utilize subcontracts to provide some of the services it is required to provide to Joy Preparatory Academy. TLG shall not subcontract the management, oversight or operation of the teaching and instructional program without the prior approval of the Board. TLG will receive no additional fee as a result of subcontracting of any services.

3. Administrative Services. For the Term (as defined in Section 10), subject to the Public School Academy Contract and the approval of the Board, TLG will provide to Joy Preparatory Academy for Joy Preparatory Academy the following administrative services (the "Administrative Services"):

3.1 Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services in accordance with Section 15.

3.2 Facility Operation and Maintenance. Coordination with entities for the provision of operation and maintenance services for the Facility to the extent consistent with any and all documents pertaining to the Facility, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved in providing such services.

3.3 Technology and Professional Development. Coordination with entities for the provision of technology and professional development services for Joy Preparatory Academy, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved in providing such services.

3.4 Business Administration. Administration of all business aspects of Joy Preparatory Academy operation;

3.5 Transportation and Food Services. Coordination with entities for the provision of transportation and food services for the students enrolled at Joy Preparatory Academy together

with the management and assessment of the services provided under such contracts and/or the supervision of employees involved providing such services.

3.6 Public Relations. Coordination and assistance with any and all advertising, media and public relations efforts, including community outreach programs. All public relations will be subject to the mutual approval of both parties, which approval may not be unreasonably withheld.

3.7 Budgeting, Budgeting Process, Financial and Other Reporting.

3.7.1 Beginning with respect to the 2016-2017 School Year, the preparation of a proposed annual budget (the "Academy Budget") for each School Year, subject to the reasonable approval of the Board acting in its fiduciary capacity. For purposes of this Agreement, the term "School Year" shall have the meaning as provided in the Public School Academy Contract. The projected Academy Budget shall contain object level detail, shall comply with public accounting standards and shall include, but not be limited to, the financial details relating to the Educational Services and Administrative Services to be provided pursuant to this Agreement.

3.7.2 TLG shall deliver a draft of Joy Preparatory Academy Budget for each School Year to the Board not less than forty-five (45) days prior to the date on which Joy Preparatory Academy Budget for any School Year must be submitted to Authorizer and/or any State governmental agency. The Board shall review Joy Preparatory Academy Budget within ten (10) business days following the receipt thereof (the "Budget Review Period") which review may include an independent evaluation of Joy Preparatory Academy Budget by such accountants, attorneys, and other financial advisors that the Board deems necessary or desirable. The Board shall deliver any comments or objections to Joy Preparatory Academy Budget prior to the expiration of the Budget Review Period. Within five (5) business days following the expiration of the Budget Review Period, the Board President of Joy Preparatory Academy and the Chief Financial Officer of TLG shall reconcile any comments or objections made by the Board during the Budget Review Period. TLG and Joy Preparatory Academy shall agree to a final Academy Budget for each such year not later than two (2) business days prior to the date on which Joy Preparatory Academy Budget must be submitted to the Authorizer and/or any other State governmental agency.

3.7.3 Working in cooperation with the Board, TLG shall prepare, for Board approval, modifications or amendments to Joy Preparatory Academy Budget which may be necessitated by changes in projections or circumstances or the occurrence of unexpected events, which impact projected revenue and/or expense items contained in the approved Academy Budget.

3.7.4 As required by the Board or such other time as may be necessary or desirable in TLG's reasonable judgment, TLG shall provide the Board with an enrollment report stating the number of actual students enrolled at Joy Preparatory Academy (an "Enrollment Report"). If an Enrollment Report indicates that enrollment is lower than that which was projected in Joy Preparatory Academy Budget and such lower enrollment number shall materially adversely impact Joy Preparatory Academy Budget for such

School Year, TLG shall propose a student recruitment plan to restore the enrollment level to the projected enrollment reported to the Board and the Authorizer prior to the commencement of the next following School Year.

3.7.5 The preparation of detailed statements of all revenues received, from whatever source, with respect to Joy Preparatory Academy, and detailed statements of all expenses, including an accounting of all expenditures for services rendered to, or on behalf of, Joy Preparatory Academy by TLG, whether incurred on-site or off-site.

3.7.6 The preparation of other financial statements as required by and in compliance with the Public School Academy Contract, the Code and other applicable laws and regulations, including such documentation as may be reasonably required by the independent certified public accountants retained by the Board to perform annual audits of Joy Preparatory Academy's financial statements. The cost for preparation of the financial statements and audits will be responsibility of Joy Preparatory Academy and will be provided for in Joy Preparatory Academy Budget.

3.7.7 The preparation of such other reports on a periodic basis, relative to the finances and operation of Joy Preparatory Academy, as the same may be requested or required by the Michigan Department of Education or the Authorizer to ensure compliance with the terms of the Public School Academy Contract and applicable law.

3.7.8 Other information on a periodic basis reasonably necessary to enable Joy Preparatory Academy to monitor TLG's performance under this and related agreements including the effectiveness and efficiency of its operations at Joy Preparatory Academy.

3.8 Maintenance of Financial and Student Records.

3.8.1 TLG will maintain accurate financial records pertaining to its operation of Joy Preparatory Academy, together with all Joy Preparatory Academy financial records prepared by TLG and retain all such records for a period of five (5) years (or longer if required by the Code or other applicable laws and regulations) from the close of the School Year to which such books, accounts and records relate. All financial records retained by TLG pertaining to Joy Preparatory Academy will be available to the Board, the Authorizer or the Michigan Department of Education for inspection and copying within two weeks of a written request to the extent practicable.

3.8.2 TLG will maintain accurate student records pertaining to the students enrolled at Joy Preparatory Academy as is required and in the manner provided by the Public School Academy Contract, the Code and applicable laws and regulations and retain such records permanently on behalf of Joy Preparatory Academy or until this Agreement or its successor (if any) is terminated, at which time such records will be transferred to Joy Preparatory Academy and become the sole responsibility of the Board. TLG and Joy Preparatory Academy will maintain the proper confidentiality of personnel, students and other records as required by law and the Public School Academy Contract.

3.8.3 Joy Preparatory Academy shall be entitled at any time upon reasonable written notice to TLG to audit the books and records of TLG pertaining to its operation of

Joy Preparatory Academy pursuant to this Agreement (including, without limitation, the financial records relating thereto), provided that any such audit shall be at the sole expense of Joy Preparatory Academy.

3.9 Admissions. Implementation of Joy Preparatory Academy's admission policy in accordance with the Public School Academy Contract.

3.10 Student Due Process Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the Code and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with Joy Preparatory Academy's duties and obligations under the Code and other applicable laws and regulations. The Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled.

3.11 Academic Progress Reports. TLG will provide to the Board on a periodic basis, as necessary or appropriate for Joy Preparatory Academy to satisfy its obligations under the Public School Academy Contract, the Code and other applicable laws and regulations, a report detailing (i) Joy Preparatory Academy's students' academic performance, and (ii) TLG's performance of the Educational Services and Administrative Services.

3.12 Rules and Procedures. TLG will recommend the Board rules, regulations and procedures applicable to Joy Preparatory Academy and its students and will enforce such rules, regulations and procedures adopted by the Board that are not in direct conflict with this Agreement, the Public School Academy Contract, the Code and other applicable laws and regulations.

3.13 Advances. Subject to the Board's request and prior approval and in compliance with Section 1225 of the Code, TLG may, during the Term, elect to make advances of cash to Joy Preparatory Academy for Joy Preparatory Academy (an "Advance") for the purpose of meeting the short term working capital or cash flow needs of Joy Preparatory Academy to the extent consistent with Joy Preparatory Academy Budget. Each Advance shall bear interest at the then prime rate of interest announced by Wells Fargo Bank plus 3% per annum from the date of the Advance until date of repayment by Joy Preparatory Academy from the subsequent free cash flows or Joy Preparatory Academy's other resources.

3.14 Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of Joy Preparatory Academy as agreed to, in writing, from time to time by TLG and the Board.

4. Provision of Educational Services and Administrative Services. The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule and age and grade range of pupils to be enrolled at Joy Preparatory Academy as proposed by TLG and adopted by the Board, all in compliance with the Public School Academy Contract and the Code. The Administrative Services will be provided in a manner consistent with the Educational Program, the Code and the Public School Academy Contract.

5. Modification of Educational Services and Administrative Services. Subject to this Agreement, the Public School Academy Contract, Authorizer oversight, the Code and other applicable laws and regulations, TLG may modify (i) the Educational Services, provided that any material modification of the Educational Services will be subject to the prior approval of the Board, and (ii) the methods, means and manner by which such Administrative Services are provided at any time, provided that the Board will have the right to approve all material changes.

6. Budgeting for Educational Services and Administrative Services. TLG will be responsible and accountable to the Board for the provision of all Educational Services and Administrative Services, provided, that such obligations, duties and responsibilities are expressly limited by Joy Preparatory Academy Budget established pursuant to Section 3.7, and TLG shall not expend funds on such services in excess of the amounts set forth in such Academy Budget.

7. Place of Performance; Provision of Offices. Joy Preparatory Academy will provide TLG with necessary and reasonable classroom and office space at the Facility to perform all Educational and Administrative Services described in this Agreement. TLG will provide instructional, extra-curricular and co-curricular services at the Facility. TLG may provide other services elsewhere, unless prohibited by the Public School Academy Contract, the Code and other applicable laws and regulations.

8. Qualified Management Agreement. In the event that Joy Preparatory Academy undertakes any Tax Exempt Bonds (as defined in this Section 8), the following provisions shall become applicable:

8.1 Qualified Management Agreement. This Agreement is intended to and shall constitute a "qualified management agreement" in compliance with applicable requirements of Section 141 of the 1986 Code and Revenue Procedure 97-13 and shall be interpreted in accordance with such requirements. TLG represents to Joy Preparatory Academy that TLG has reviewed the applicable requirements of Section 141 of the 1986 Code and Revenue Procedure 97-13.

8.2 Tax Covenant. TLG agrees that it will operate and manage Joy Preparatory Academy in a manner which, to the extent of its rights and authority under this Agreement and as otherwise authorized by the Board in writing, preserves the exemption from federal income tax of interest on any tax-exempt bond obligations of Joy Preparatory Academy ("Tax Exempt Bonds") and, in particular, will comply with the requirements of Section 141(b) of the Code, Section 1.141-3 of the Treasury Regulations and Revenue Procedure 97-13 relating to conditions under which tax-exempt bond-financed property will be considered used for an impermissible private business use; provided, however that the foregoing shall not require TLG to breach any of the provisions of this Agreement unless such action is authorized and such breach is waived in writing by the Board and Trustee.

8.3 Approval of Contracts. Notwithstanding anything to the contrary contained herein, neither Joy Preparatory Academy nor TLG will enter into contracts with unrelated third parties for the management or use of Joy Preparatory Academy without first submitting such contracts for review and approval to the other party and any designated bond counsel to ascertain whether such contracts could adversely affect the exemption from federal income tax of interest on any Tax Exempt Bonds.

8.4 Contracts with Related Parties. Notwithstanding anything to the contrary herein contained, TLG shall not enter into any contract, as a result of which TLG, or any affiliate of or party related to TLG, receives, directly or indirectly, any direct or indirect benefit (other than the receipt by the vendor of the stated contract consideration), including without limitation any rebate, revenue sharing, royalty, profit participation, equity participation, barter consideration in the form of goods or services, or any other device, however denominated, and whether similar or dissimilar to any of the foregoing.

9. Authority. By this Agreement, the Board provides TLG such authority and power as is reasonably necessary or proper for TLG to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by the Code and other applicable laws and regulations.

10. Term.

10.1 Term. This Agreement will be effective on July 1, 2016, and shall continue for the same length of time as the term of the Public School Academy Contract, and ending on June 30, 2018 (the "Term"). Notwithstanding the foregoing, in the event that the Public School Academy Contract is revoked, suspended, terminated, or not renewed, this Agreement shall automatically terminate as of the date thereof.

11. Further Assurance. Joy Preparatory Academy and TLG shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the parties to perform their respective obligations under, and to give effect to the transactions contemplated by, this Agreement. Notwithstanding the foregoing, neither party shall have an obligation to agree to any changes which (a) materially increase that party's obligations or materially reduce its rights under this Agreement, (b) materially alter any terms of the Agreement, including without limitation the economic terms, (c) would jeopardize TLG's receipt of the Management Fee, (d) would prevent either party from meeting Joy Preparatory Academy and TLG's educational goals.

12. Relationship of the Parties.

12.1 Status of the Parties. TLG is a for-profit corporation, and it is not a division or a part of Joy Preparatory Academy. Joy Preparatory Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of TLG. The relationship between Joy Preparatory Academy and TLG is based on the terms of this Agreement. Further, each party is acting as an independent contractor and not as a partner, joint venturer, agent or employee of the other and that except as expressly set forth in this Agreement, no employee of TLG shall be deemed to be an agent or employee of Joy Preparatory Academy. Each party will be solely responsible for its own actions and those of its agents, employees and subcontractors, and neither party will be liable for any debts or expenses incurred by the other or the other's employees, agents and subcontractors.

12.2 No Related Parties or Common Control. TLG will not have any role or relationship with Joy Preparatory Academy that, in effect, substantially limits Joy Preparatory Academy's ability to exercise its rights, including termination rights, under this Agreement. Joy Preparatory Academy and TLG will not be members of the same control group, as defined in

Section 1.150-1(e) of the Treasury Regulations under the 1986 Code, or related persons, as defined in Section 144(a)(3) of the 1986 Code.

12.3 Designation of Agents. The Board designates the employees of TLG as agents of Joy Preparatory Academy having a legitimate educational interest such that they are authorized access to educational records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"). Except as set forth in this Section or as expressly acknowledged in writing by the Board, no employee of TLG shall be deemed to be an agent of Joy Preparatory Academy.

13. Consideration for Services.

13.1 Management Fee. For the Term of this Agreement, Joy Preparatory Academy will pay TLG an annual fee equal to nine percent (9%) of Joy Preparatory Academy's Gross Revenue for each School Year ("Management Fee"), payable in monthly installments. For purposes of this Agreement the term "Gross Revenue" shall mean shall mean all receipts of Joy Preparatory Academy of whatsoever kind or nature, excluding any proceeds from borrowings undertaken by Joy Preparatory Academy. Notwithstanding the foregoing, any administration fees with respect to grant funding for Joy Preparatory Academy ("Grant Administration Fees") which are paid directly to TLG during the Term of this Agreement shall be deemed a credit, in the amount of the Grant Administration Fees, against the Management Fee for the year in which the Grant Administration Fees are received by TLG.

13.2 Reasonable Compensation. The Management Fee under this Agreement are reasonable compensation for services rendered. TLG's compensation for services under this Agreement will not be based, in whole or in part, on a share of net surplus or profits from the operation of Joy Preparatory Academy.

13.3 Payment of Costs/Advances. The parties acknowledge Joy Preparatory Academy is obligated to pay all costs and expenses associated with the operation of Joy Preparatory Academy including but not limited to all personnel and benefits costs referenced in Section 15 ("Operational Expenses"). To the extent that TLG provides an Advance or Advances to Joy Preparatory Academy pursuant to Section 3.13 of this Agreement for the purpose of providing working capital to cover such Operational Expenses, Joy Preparatory Academy will reimburse TLG for such Advances as and when the finances and cash flows of Joy Preparatory Academy will reasonably permit and in compliance with Section 1225 of the Code. TLG shall not be reimbursed for any corporate expenses or expenses not related to providing the Education Program at Joy Preparatory Academy.

13.4 Payments to TLG. TLG will receive the monthly installment of its Management Fee in advance on or about the fifteenth (15th) day of each month (but in no event later than the date that Joy Preparatory Academy receives payments from the State of Michigan).

14. Other Revenue Sources. Joy Preparatory Academy and TLG may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission, and the Public School Academy Contract, of Joy Preparatory Academy, in the name of either TLG or Joy Preparatory Academy; provided, however, that (i) any solicitation of such grants by TLG in the name of Joy Preparatory Academy and/or Joy

Preparatory Academy that are in excess of One Hundred Thousand Dollars ($100,000) shall be subject to the prior approval of the Board, (ii) all such funds received by TLG or Joy Preparatory Academy for the benefit of Joy Preparatory Academy from such other revenue sources shall be deemed to be Joy Preparatory Academy funds, (iii) TLG shall not be required to administer any grants that are not specifically approved, in writing, by TLG, in advance, (iv) only to the extent specifically provided in a grant, TLG shall be entitled to receive, in addition to all any other amounts which are payable to TLG under this Agreement, a grant administration fee, and (v) both Joy Preparatory Academy and TLG shall be required to mutually approve, in writing, any grants proposed by a third party grant writer. Nothing in this Section 14 will be construed to prohibit TLG from soliciting funds or grants solely for its own general corporate purposes and using such funds or grants solely for such purposes, except that TLG shall not use Joy Preparatory Academy's and/or Joy Preparatory Academy's name in such solicitation without the consent of the Board.

15. Personnel and Training.

15.1 Personnel Responsibility. Subject to the limitations of this Agreement, the Public School Academy Contract, the Code and other applicable laws and regulations, TLG will have the sole responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, supervise, manage, transfer and terminate personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs (if any) and all other services provided under this Agreement, all within the financial constraints of Joy Preparatory Academy Budget approved by the Board.

15.2 Employment Status. Except as specified in this Agreement or as required by the Code or the Public School Academy Contract, the School Leader, teachers and support staff selected by TLG for Joy Preparatory Academy pursuant to this Agreement will be employees of TLG or an affiliate of TLG which handles all TLG employment and human resources administration (the "Employees"). Benefits paid, to, due, or to be paid for or on behalf of any Employees shall be the sole and exclusive obligation of TLG.

15.3 Background Checks. TLG will provide assistance to Joy Preparatory Academy in conducting or causing to be conducted all reference, employment checks, criminal background checks and unprofessional conduct checks on all Employees and other personnel working or providing services at Joy Preparatory Academy to the extent required under the Code and other applicable laws and regulations) ("Background Checks"). All records of Background Checks shall be maintained and secondarily disseminated by Joy Preparatory Academy solely in accordance with applicable law and regulation.

15.4 School Leader. Joy Preparatory Academy and TLG acknowledge and agree that the accountability of TLG to Joy Preparatory Academy is an essential foundation of this Agreement, and because the responsibility of the administrator of Joy Preparatory Academy (the "School Leader") is critical to the success of Joy Preparatory Academy TLG will have the authority, consistent with the Code and other applicable laws and regulations, to select and supervise the School Leader and hold the School Leader accountable for the success of Joy Preparatory Academy. The employment contract with the School Leader, and the duties and compensation of the School Leader shall be determined by TLG. The School Leader and TLG, in turn, will have similar authority to select and hold accountable the teachers in Joy Preparatory

Academy. Notwithstanding anything in this Section, TLG agrees to consult with the Board prior to hiring the School Leader and will consult with the Board prior to taking any action that would alter the employment status of the School Leader. At the request of the Board, TLG will review the performance of the School Leader with the Board. Upon receipt of written notification indicating that the Board is not satisfied with the performance of the School Leader, TLG will provide a replacement School Leader if the performance problems are not resolved within a reasonable time.

15.5 Teachers. TLG will provide Joy Preparatory Academy with such teachers as are required to provide the Educational Services and Administrative Services. Consistent with Joy Preparatory Academy Budget, TLG and the School Leader will determine the number and assignments of such teachers. Such teachers may work at Joy Preparatory Academy on a full or part time basis. Each teacher assigned to Joy Preparatory Academy will be qualified in his or her grade levels and subjects, hold a valid teaching certificate issued by the Michigan Department of Education under the Code, to the extent required under the Code and other applicable laws and regulations. Upon written request, TLG will provide Joy Preparatory Academy with documentary evidence of TLG's compliance with this Section 15.5.

15.6 Support Staff. TLG will provide Joy Preparatory Academy with such support staff as is required to provide the Educational Services, Administrative Services and any associated Supplementary Programs. Such support staff may include, among others, teachers' aides, clerical staff and administrative assistants to the School Leader, bookkeepers and maintenance personnel. Such support staff may work at Joy Preparatory Academy on a full or part time basis.

15.7 Training. TLG will provide training (i) in the instructional methods and curriculum, which comprise the Educational Program, and (ii) with regard to support technology to the teachers and other instructional personnel on a regular and continuous basis, as stated in the Public School Academy Contract and consistent with TLG's past practices. Non-instructional personnel will receive such training as TLG determines to be reasonable and necessary under the circumstances.

15.8 Academy Employees. The Board may employ such employees as it deems necessary. The cost to employ Academy employees shall be paid by the Board.

15.9 Educational Consultants. The Board may retain an educational consultant or consultants to review the operations of Joy Preparatory Academy and the performance of TLG under this Agreement. TLG shall cooperate with the educational consultant or consultants and will provide those individuals with prompt access to records, facilities and information as if such requests came from the full Board. TLG shall have no authority to select, evaluate, assign, supervise or control any educational consultant employed by the Board, and agrees that it will not bring or threaten to bring any legal action against any educational consultant for the performance of the functions requested to be performed by the Board and which are consistent with this Agreement. The cost to employ an educational consultant shall be paid by the Board.

16. Termination of Agreement.

16.1 By TLG. TLG may terminate this Agreement with cause prior to the end of the Term specified in Section 10 in the event that Joy Preparatory Academy fails to remedy a material breach of this Agreement within sixty (60) days after written notice from TLG. A material breach includes, but is not limited to (i) Joy Preparatory Academy's failure to pay any fee or reimbursement as required by the terms of this Agreement, (ii) adoption by the Board of an Educational Program for Joy Preparatory Academy in substantial variance from the material recommendations of TLG, (iii) Joy Preparatory Academy's failure to approve a Academy Budget, which is fully compliant with the requirements of Section 3.7.1, or (iv) an act or omission that causes TLG to be unable to perform its material obligations under this Agreement. In order to terminate this Agreement for cause, TLG is required to provide the Board with written notification of the facts it considers to constitute material breach. After the period set forth in this section to remedy the material breach has expired, TLG may terminate this Agreement by providing the Board with written notification of termination. Termination by TLG will not relieve Joy Preparatory Academy of any obligations for payments outstanding to TLG as of the date of termination or liability for financial damages suffered by TLG as a consequence of Joy Preparatory Academy's breach (or of TLG's termination as a result thereof) of this Agreement.

16.2 By Joy Preparatory Academy. Joy Preparatory Academy may terminate this Agreement with cause prior to the end of the Term specified in Section 10 in the event that TLG fails to remedy a material breach of this Agreement within sixty (60) days after written notice from Joy Preparatory Academy. A material breach by TLG includes, but is not limited to: (i) a material failure to reasonably account for its expenditures related to Joy Preparatory Academy funds, (ii) TLG's failure to substantially follow the material policies, procedures, rules, regulations or curriculum required by the Public School Academy Contract, this Agreement, the Code or applicable laws and regulations, (iii) failure to abide by and meet the educational goals set forth in the Public School Academy Contract such that the Public School Academy Contract will be terminated, (iv) the employment of administrators, teachers and staff in violation of the Code or this Agreement, (v) any act or omission of gross negligence by TLG that causes Joy Preparatory Academy to materially breach the Public School Academy Contract or any of Joy Preparatory Academy's other material contractual obligations in anyway, or (vi) filing of bankruptcy by TLG. In order to terminate this Agreement for cause, the Board is required to provide TLG with written notification of the facts it considers to constitute material breach and the period of time within which TLG has to remedy this breach, not to exceed 60 days. After the period to remedy the material breach has expired, the Board may terminate this Agreement by providing TLG with written notification of termination. Termination by Joy Preparatory Academy will not relieve Joy Preparatory Academy of any obligations for payments outstanding to TLG as of the date of the termination, nor will it relieve TLG for liability for financial damages suffered by Joy Preparatory Academy as a consequence of TLG's breach (or of Joy Preparatory Academy's termination as a result thereof) of this Agreement. TLG is not relived of providing the services required of TLG under this Agreement until after the date of termination of this Agreement.

16.3 Automatic Termination. This Agreement shall automatically terminate in the event of the following:

16.3.1 Joy Preparatory Academy no longer possesses a Public School Academy Contract to operate a public school academy, including but not limited to a termination or revocation of the Public School Academy Contract or a failure to renew an existing Public School Academy Contract, with no cost or penalty to Joy Preparatory Academy, and no recourse against Authorizer or any third party affiliated with or engaged by the Authorizer, by TLG or any subcontracted person or entity of TLG, in the event Authorizer determines to exercise its prerogative under this Public School Academy Contract to reconstitute Joy Preparatory Academy by requiring the termination or amendment of the Agreement.

16.3.2 In the event that TLG or any of its Shareholders, and/or Board of Directors shall be guilty of felony or fraud, gross dishonesty, or other act of gross misconduct in the rendering of services under the Agreement;

16.3.3 If TLG shall cease to be approved by the Authorizer to render services under this Agreement.

16.3.4 Further, this Agreement may be terminated by either party immediately in the event the other party is declared bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or if a receiver is appointed or any proceedings are commenced, voluntary or involuntary, by or against such party under bankruptcy or similar law and such status is not cured within sixty (60) days from its occurrence.

16.4 Real and Personal Property. Upon termination or expiration of this Agreement by either party for any reason, any real or personal property leased by TLG, or any affiliate thereof, to Joy Preparatory Academy will remain the real and personal property of TLG, and all personal property purchased by TLG with the funds provided to TLG by Joy Preparatory Academy will be the personal property of Joy Preparatory Academy.

16.5 Repayment of Advances and Expenses. Upon termination or expiration of this Agreement for any reason, Joy Preparatory Academy shall (i) reimburse TLG for all expenses owed pursuant to Section 13.3 and (ii) repay all Advances from TLG.

16.6 Role of TLG on Termination. Upon termination of this Agreement, for any reason, TLG shall, without charge (i) close the books on the then-current school year; (ii) organize and prepare Joy Preparatory Academy's records for transition to the Board or a new educational management company; (iii) organize and prepare student records for transition to the Board or a new educational management company; and (iv) provide for the orderly transition of employee compensation and benefits to the Board or a new educational management company without disruption to staffing.

16.7 Transition. In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, TLG shall provide Joy Preparatory Academy reasonable assistance for up to 90 days after the effective date of the termination to allow a transition back to a regular school program or to another education service provider.

17. Proprietary Information and Ownership. Notwithstanding anything contained herein to the contrary, third party curriculum or other educational materials purchased by TLG with funds

TLG receives pursuant to this Agreement will be the property of Joy Preparatory Academy. Notwithstanding the foregoing, Joy Preparatory Academy acknowledges that TLG owns the intellectual property rights and interests in TLG's curriculum and Education Program being licensed and/or utilized at Joy Preparatory Academy during the Term of this Agreement. Joy Preparatory Academy acknowledges and agrees that it has no intellectual or property interest or claims in TLG's curriculum and Education Program and has no right to use TLG's curriculum and Education Program unless expressly agreed to in writing by TLG. Joy Preparatory Academy shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to the Authorizer and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, as provided in Sections 505(3) and 515(3) of the Code, notwithstanding anything contained in this Article to the contrary.

18. Indemnification.

18.1 Indemnification of TLG. To the extent permitted by law, Joy Preparatory Academy will indemnify, defend and save and hold TLG and its affiliates and all of their respective employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any noncompliance by Joy Preparatory Academy with any agreements, covenants, warranties or undertakings of Joy Preparatory Academy contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of Joy Preparatory Academy contained in or made pursuant to this Agreement. In addition, Joy Preparatory Academy will reimburse TLG for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 18.1 may be met by the purchase of insurance pursuant to Section 19.

18.2 Indemnification of Joy Preparatory Academy. TLG will indemnify, defend and save and hold Joy Preparatory Academy, its Board and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any noncompliance by TLG with any agreements, covenants, warranties or undertakings of TLG contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of TLG contained in or made pursuant to this Agreement. In addition, TLG will reimburse Joy Preparatory Academy for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 18.2 may be met by the purchase of insurance pursuant to Section 19.

18.3 Indemnification for Negligence. To the extent permitted by law, Joy Preparatory Academy shall indemnify and hold harmless TLG and its owner, board of directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which TLG may incur and which arise out of the negligence of Joy Preparatory Academy's directors, officers, employees, agents or representatives. TLG shall indemnify and hold harmless Joy Preparatory Academy, and Joy Preparatory Academy's Board of Directors, officers, employees, agents or representatives, from any and all claims and liabilities which Joy Preparatory Academy

may incur and which arise out of the negligence of TLG's directors, officers, employees, agents, contractors or representatives.

19. Insurance.

19.1 Insurance Coverage. Joy Preparatory Academy will maintain general liability insurance and umbrella insurance coverage in the amounts required (i) by the Public School Academy Contract or (ii) by sound business practices. Such policies shall name TLG and its affiliates and their respective directors, officers, employees, subcontractors, and agents as additional insureds under such policies. Joy Preparatory Academy will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance.

19.2 Property and Casualty Insurance. Each party will maintain property and casualty insurance covering all real and personal property owned by that party and which are used or useful in the operations of Joy Preparatory Academy. The amount of such coverage shall be sufficient to fully comply with sound business practices.

19.3 Workers' Compensation Insurance. Each party will maintain workers' compensation insurance as required by law, covering their respective employees, including the maintenance of such insurance with respect to the School Leader, teachers and support staff of Joy Preparatory Academy, the cost of which shall be provided for in Joy Preparatory Academy Budget.

19.4 Coordination and Cooperation. To the extent requested by Joy Preparatory Academy, TLG shall undertake to coordinate the acquisition and maintenance of the insurance requirements of Joy Preparatory Academy under this Agreement and the parties will cooperate with each other to assure the complete, efficient and economical provision of the required insurance coverage. In addition, each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Section 19. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

20. Warranties and Representations.

20.1 Representations and Warranties of TLG. TLG hereby represents and warrants to Joy Preparatory Academy:

20.1.1 TLG is a duly organized limited liability company in good standing and is authorized to conduct business in the State of Michigan.

20.1.2 To the best of its knowledge, TLG has the authority under the Code and other applicable laws and regulations to execute, deliver, perform this Agreement, and to incur the obligations provided for under this Agreement.

20.1.3 TLG's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.

20.2 Representations and Warranties of Joy Preparatory Academy. Joy Preparatory Academy hereby represents and warrants to TLG:

20.2.1 Joy Preparatory Academy is a duly organized non-profit corporation in good standing and is authorized to conduct business in the State of Michigan.

20.2.2 The Public School Academy Contract (i) authorizes Joy Preparatory Academy to operate Joy Preparatory Academy and receive revenues under the Code from the State of Michigan and from federal, State and other resources and (ii) vests Joy Preparatory Academy with all powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.

20.2.3 Joy Preparatory Academy has the authority under the Code and other applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Supplemental Programs and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement, provided that no provision of such a contract shall be effective if it would prohibit the Board from acting as an independent, self-governing public body, allow public decisions to be made other than in compliance with the Open Meetings Act, or interfere with the Board's constitutional duty to exercise its statutory, contractual and fiduciary obligations governing the operation of Joy Preparatory Academy. Joy Preparatory Academy is therefore vested with all powers within applicable law for implementing the Educational Program contemplated in this Agreement.

20.2.4 Joy Preparatory Academy's actions and those of the Board have been duly and validly authorized.

20.2.5 To the best of its knowledge, Joy Preparatory Academy is not in breach of the terms of the Public School Academy Contract and will use its best efforts to insure that it will not breach the Public School Academy Contract in the future.

20.2.6 To the best of its knowledge, Joy Preparatory Academy is not in breach or default under any loan or financial obligations, including, but not limited to, leases for real and personal property, to the extent that any such obligation is related to Joy Preparatory Academy's required performance under this Agreement.

20.2.7 Joy Preparatory Academy and the Board will use its best efforts to insure that the Educational Program complies with and will continue to comply with the Public School Academy Contract, the Code and other applicable laws and regulations.

20.2.8 The Public School Academy has no intellectual or property rights or claims in TLG's curriculum and Education Program and will make no such claims in the future.

20.3 Mutual Warranties. Each party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably

anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

21. Alternative Dispute Resolution Procedures.

21.1 Dispute Resolution. All claims, disputes, and other matters in controversy ("Disputes") between the parties hereto arising directly or indirectly out of or related to this Agreement, or the breach thereof, whether contractual or non-contractual, and whether during the Term or after the termination of this Agreement shall be resolved exclusively according to the procedures set forth in this Section 21.

21.2 Arbitration. All disputes between the parties, concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the Commercial Rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in Detroit, Michigan. The arbitrator shall be required to issue a cause opinion with a written explanation as to the final decision. This cause opinion shall be made available to the Authorizer upon request. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction to ensure compliance with the applicable law and this Agreement. The cost of arbitration, not including attorney fees, shall be paid by the losing party. It shall be in the discretion of the arbitration panel to award reasonable attorney fees to the prevailing party.

21.3 Costs and Attorneys' Fees. If a party hereto fails to proceed with arbitration as provided herein or unsuccessfully seeks to stay such arbitration, or fails to comply with any arbitration award, or is unsuccessful in vacating or modifying the award pursuant to a petition or application for judicial review, the other party shall be entitled to be awarded costs, including reasonable attorneys' fees, paid or incurred by such other party in successfully compelling such arbitration or defending against the attempt to stay, vacate or modify such arbitration award and/or successfully defending or enforcing the award.

21.4 Tolling of Statute of Limitations. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 21 are pending. The parties will take such action, if any, required to effectuate such tolling.

22. Miscellaneous.

22.1 Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between Joy Preparatory Academy and TLG regarding Joy Preparatory Academy.

22.2 Force Majeure. Notwithstanding any other sections of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due

to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident or other acts beyond its reasonable control.

22.3 Governing Law. The laws of the State of Michigan will govern this Agreement, its construction and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement.

22.4 Agreement in Entirety. This Agreement constitutes the entire agreement of the parties regarding Joy Preparatory Academy.

22.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument.

22.6 Official Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail (postage prepaid and return receipt requested), (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter). The addresses of the parties are:

To Academy:

Joy Preparatory Academy
15055 Dexter Ave.
Detroit, Michigan 48238
Attention: Board President
Tel: _____
Fax: _____

To TLG:

The Leona Group, L.L.C.
2125 University Park Dr.
Okemos, Michigan 48864
Attention: William Coats, CEO
Tel: 517-333-9030
Fax: 517-333-4559

With a copy to:

Facca, Richter & Pregler, P.C.
6050 Livernois
Troy, MI 48098
Attention: Gerald J. Richter , Esq.
Tel: (248) 813-9900
Fax: (248) 813-9901

With a copy to:

The Leona Group, L.L.C.
2125 University Park Drive
Okemos, Michigan 48864
Attention: Michael R. Atkins
Tel: (517) 333-9030
Fax: (517) 333-4559

22.7 Assignment. This Agreement will not be assigned by TLG without the prior consent in writing of the Board or by Joy Preparatory Academy without the prior consent in writing of TLG, provided that TLG may assign this Agreement to an affiliated entity or an entity that is a successor to all or a substantial portion of TLG's business and may delegate the performance of, but not responsibility for, any duties and obligations of TLG hereunder to any independent contractors, experts or professional advisors, subject to the Board approval, which approval cannot be unreasonably withheld.

22.8 Amendment. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the Board and signed by authorized officers of both Joy Preparatory Academy and of TLG.

22.9 Waiver. No waiver of any provision of this Agreement will be deemed to be, nor will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

22.10 Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase or clause had not been co-maintained in this Agreement. To the extent that any of the services to be provided by TLG are found to be an invalid delegation of authority by the Board, such services will be construed to be limited to the extent necessary to make the services valid and binding.

22.11 Successors and Assigns. Except as limited by Section 22.7, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

22.12 No Third Party Rights. This Agreement is made for the sole benefit of Joy Preparatory Academy and TLG, and their affiliates, successors and assigns. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either or them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

22.13 Survival of Termination. All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement.

22.14 Binding Effect; Counterparts. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

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

Joy Preparatory Academy	The Leona Group, L.L.C.
By: Joyce Waters 6-21-2016	By: William Coats
Its: President	Its CEO

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

This First Amendment to Management Agreement ("Amendment") is made as of the 29 day of May, 2018, by and between Joy Preparatory Academy, a Michigan non-profit corporation and public school academy ("Joy Preparatory Academy") and The Leona Group, L.L.C., a Michigan limited liability company ("TLG").

WHEREAS, Joy Preparatory Academy has been granted a Public School Academy Contract (the "Public School Academy Contract") by Ferris State University (the "Authorizer") to operate a public school academy pursuant to the Public School Academy Contract in accordance with the Michigan Revised School Code.

WHEREAS, the Authorizer renewed or extended the Public School Academy Contract, which now expires June 30, 2021.

WHEREAS, Joy Preparatory Academy and TLG entered into a certain Management Agreement dated as of June 21, 2016 (the "Management Agreement"); and

WHEREAS, Joy Preparatory Academy and TLG desire to amend the Management Agreement to modify the Term provisions of Section 10 of the Management Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, TLG and Joy Preparatory Academy hereby agree to amend and modify the Management Agreement in the following particulars:

1. Section 10 of the Management Agreement is modified by deleting Paragraphs 10.1 in its entirety and the following inserted in its place:

> 10.1 Term. This Agreement will be effective on July 1, 2018, and shall continue for the same length of time as the term of the Public School Academy Contract, and ending on June 30, 2021 (the "Term"). Notwithstanding the foregoing, in the event that the Public School Academy Contract is revoked, suspended, terminated, or not renewed, this Agreement shall automatically terminate as of the date thereof.

2. Except as specifically amended above, all of the terms and conditions of the Management Agreement shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth in the introductory paragraph of this Amendment.

Joy Preparatory Academy

By: George Waters
George Waters
Its President, Board of Directors

The Leona Group, LLC

By: William Coats
William Coats
Its Chief Executive Officer