

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Assignment**”), dated _____, 2018, is entered into by and between A PLUS RESOURCE GROUP, LLC, a Florida limited liability company (“**Assignor**”) and GOLD KEY GROUP, INC., a Delaware corporation (“**Assignee**”). Assignor and Assignee may be referred to in this Assignment individually as a “**Party**,” or collectively as the “**Parties**.”

RECITALS

A. SunEd High School of North Broward (“**Charter School**”) is a Florida charter school that operates pursuant to a charter contract granted by the Broward County School Board (“**Sponsor**”) and the Sunshine Charter Academy of Broward, Inc., a Florida not-for-profit corporation (the “**Corporation**”).

B. Assignor manages the Charter School pursuant to Charter School Management Agreement by and between the Corporation and Assignor dated October 27, 2014 (the “**Management Agreement**”).

C. The Parties now desire, and Assignor has determined that it is in the best interests of both Assignor and the Charter School, to transfer management and operations of the Charter School from Assignor to Assignee as of November 1, 2018 (“**Transition Date**”), contingent upon approval thereof by the Sponsor and by Corporation (“**Management Agreement**”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Parties agree as follows:

1. Conditions.

1.1 The Parties agree that this Assignment is conditioned upon, and shall not be effective until, the Sponsor and the Corporation have each approved the Assignment.

1.2 The Parties understand Assignor is currently in the process of transferring management and operation of the Charter School to Assignee. The Parties agree that this Assignment is conditioned upon, and shall not be effective until, this Assignment and Assumption Agreement transferring the management of the Charter School is fully executed.

2. Transition of Management of Charter School. Effective as of the Transition Date, and upon completion of the conditions in Section 1 herein, Assignee shall assume management of the Charter School and collect the Charter School’s revenues in accordance with the Management Agreement, subject to such reserved rights as may be required by the charter contract or local laws. Assignee shall be responsible for all curriculums, technology and other asset purchases necessary for the management and operation of the Charter School. Assignor will cease its operation of the Charter School as of October 31, 2018.

3. Indemnity.

3.1 Assignee shall indemnify, hold harmless, and defend Assignor and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, “**Assignor Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, that are incurred by Assignor Indemnified Party or awarded against Assignor Indemnified Party, arising out of any action made or brought by either (a) any person who is not a party to this Assignment or an affiliate of a party to this Assignment (“**Third Party Claim**”); or (b) an Assignor Indemnified Party against Assignee (“**Direct Claim**”), in either case which arise out of or relate to (a) Assignee’s breach or non-fulfillment of any covenant set forth in this Assignment; (b) any act or omission of Assignee in connection with the operation or maintenance of the Charter School on or after the Transition Date; (c) any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Assignee, or (d) any failure by Assignee to comply with any applicable laws in connection with the operation or maintenance of the Charter School on or after the Transition Date.

3.2 Assignor shall indemnify, hold harmless, and defend Assignee and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, “**Assignee Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, that are incurred by Assignee Indemnified Party or awarded against Assignee Indemnified Party, arising out of any action made or brought by either (a) any person who is not a party to this Assignment or an affiliate of a party to this Assignment (“**Third Party Claim**”); or (b) an Assignee Indemnified Party against Assignor (“**Direct Claim**”), in either case which arise out of or relate to (a) Assignor’s breach or non-fulfillment of any covenant set forth in this Assignment; (b) any act or omission of Assignor in connection with the operation or maintenance of the Charter School from the time Assignor assumed management of the Charter School through the Transition Date; or (c) any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Assignor.

4. General Provisions.

4.1 *Counterparts; Facsimile/Electronic Delivery.* This Assignment may be executed in separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument. Copies of this Assignment delivered by facsimile or electronic delivery shall be deemed the same as originals.

4.2 *Successors.* This Assignment shall be binding upon and inure to the benefit of the heirs, legal representatives, assigns and successors of Assignor and Assignee.

4.3 *Severability.* If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, Assignor and Assignee shall negotiate in good faith to modify

this Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

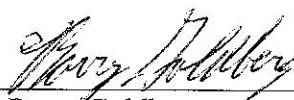
4.4 *Entire Agreement.* This Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Assignment with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

4.5 *Governing Law.* This Assignment shall be construed in accordance with the laws of the state of Florida, without regard to the conflict of laws principles of such state.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first written above.

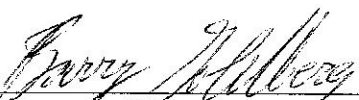
ASSIGNOR:

A PLUS RESOURCE GROUP, LLC
a Florida limited liability company

By 
Name: Barry Goldberg
Title: Manager

ASSIGNEE:

GOLD KEY GROUP, INC.
a Delaware corporation

By 
Name: Barry Goldberg
Title: Chairman