

ATTACHMENT 1.5

- Corporate Documents *let me know if you need anything else*
- Certificate of Incorporation ✓
- Articles of Incorporation ✓
- Statutory Agent ✓
- Employer ID Number ✓
- Code of Regulations ✓
- Tax-Exempt Status Determination Letter (if any) ✓
- Organizational Chart of School ✓
- School Mission Statement ✓



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/22/2013	201305200735	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

LAVALLEY LAVALLEY TODAK & SCHAEFER CO.
 ATTN: ANGELA R STEWARD
 5800 MONROE ST., BLDG F
 SYLVANIA, OH 43560

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

2175615

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

HOPE LEARNING ACADEMY OF TOLEDO

and, that said business records show the filing and recording of:

Document(s):

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

201305200735

Effective Date: 02/20/2013



United States of America
 State of Ohio
 Office of the Secretary of State

Witness my hand and the seal of the
 Secretary of State at Columbus, Ohio
 this 22nd day of February, A.D. 2013.

Jon Husted

Ohio Secretary of State



Form 532B Prescribed by:

JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Bussenj@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216

Initial Articles of Incorporation
(Nonprofit, Domestic Corporation)
Filing Fee: \$125
(114-ARN)

First: Name of Corporation

Second: Location of Principal office
in Ohio

City

State

County

Effective Date
(Optional)

mm/dd/yyyy

(The legal existence of the corporation begins upon
the filing of the articles or on a later date specified
that is not more than ninety days after filing)

Third: Purpose for which corporation is formed

****Note for Nonprofit Corporations:** The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

****Note:** ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of HOPE Learning Academy of Toledo hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Daniel J. LaValley

Name

5800 Monroe St Bldg. F

Mailing Address

Sylvania

City

Ohio

State

43560

Zip Code

Must be signed by the incorporators or a majority of the incorporators

[Handwritten Signature: Daniel J. LaValley]

Signature

[Blank Signature Line]

Signature

[Blank Signature Line]

Signature

ACCEPTANCE OF APPOINTMENT

The Undersigned, Daniel J. LaValley

, named herein as the

Statutory Agent Name

Statutory agent for HOPE Learning Academy of Toledo

Corporation Name

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature

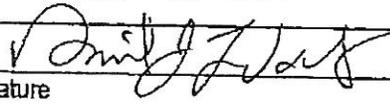
[Handwritten Signature: Daniel J. LaValley]

Individual Agent's Signature / Signature on behalf of Corporate Agent

[] If the agent is an individual and using a P.O. Box, check this box to confirm the agent is an Ohio resident.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required
Articles and original
appointment of agent must
be signed by the incorporator(s).


Signature

Daniel J. LaValley, Incorporator
By

If the incorporator is an individual,
then they must sign in
the "signature" box and
print his/her name
in the "Print Name" box.

Print Name

If the incorporator
is a business entity, not an
individual, then please print
the entity name in the
"signature" box, an
authorized representative
of the entity must sign in
the "By" box and print his/her
name and title/authority in the
"Print Name" box.

Signature

By

Print Name

Signature

By

Print Name

 DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 02-26-2013

Employer Identification Number:
46-2122868

Form: SS-4

Number of this notice: CP 575 E

HOPE LEARNING ACADEMY OF TOLEDO
% DANIEL J LAVALLEY
5800 MONROE ST BLDG F
SYLVANIA, OH 43560

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-2122868. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, *Tax Exempt Status for Your Organization*, has details on the application process, as well as information on returns you may need to file. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, *Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code*, or Form 1024, *Application for Recognition of Exemption Under Section 501(a)*. Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service
PO Box 12192
Covington, KY 41012-0192

The Pension Protection Act of 2006 contains numerous changes to the tax law provisions affecting tax-exempt organizations, including an annual electronic notification requirement (Form 990-N) for organizations not required to file an annual information return (Form 990 or Form 990-EZ). Additionally, if you are required to file an annual information return, you may be required to file it electronically. Please refer to the Charities & Non-Profits page at www.irs.gov for the most current information on your filing requirements and on provisions of the Pension Protection Act of 2006 that may affect you.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

CODE OF REGULATIONS
OF
HOPE LEARNING ACADEMY OF TOLEDO
AN OHIO NONPROFIT CHARITABLE CORPORATION

ARTICLE I
AUTHORITY AND ORGANIZATION

NAME

- 1.1 The name of said corporation is the HOPE LEARNING ACADEMY OF TOLEDO.

ADDRESS

- 1.2 The location of its principal office is 5800 Monroe Street, Building F, Sylvania, OH, 43560.

CHARITABLE PURPOSES

- 1.3 The corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations described in Section 170(b)(1)(A), 170(c), 2055(a), and 2522(a), who qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provisions of any future federal tax code.

NO POLITICAL ACTIVITY

- a. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing and distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ANNUAL DISTRIBUTIONS

- b. The corporation will distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

NO SELF DEALING

- c. The corporation will not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

NO EXCESS BUSINESS HOLDINGS

- d. The corporation will not retain any excess business holdings as defined in Section 4943 (c) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

NO JEOPARDY INVESTMENTS

- e. The corporation will not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

NO TAXABLE EXPENDITURES

- f. The corporation will not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

GENERAL POWERS

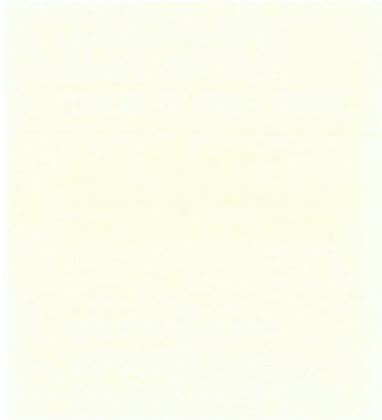
- g. The corporation shall have all the powers allowed to a nonprofit corporation under the law of Ohio to the extent such powers are consistent with the purposes of the corporation.

TRUSTEES

- 1.4 The powers of this corporation shall be exercised, its property controlled, and its affairs conducted by a Board of Trustees ("BOARD").

INITIAL TRUSTEES

- a. The names and addresses of the persons who are the initial Trustees of the corporation are as follows:



MEMBERS

- 1.5 The initial members of the corporation shall consist of the persons who are the initial Trustees of the corporation.

VOTING

- a. Each member of the corporation shall be entitled to one vote on each matter properly submitted to the members for their vote, consent, waiver, release or other action. Voting at elections and votes on other matters may be conducted by mail. Any member, including natural persons, corporations, partnerships, fiduciaries, or other entities may vote or act by proxy appointed in writing signed by such member.

NO BENEFICIAL INTEREST

- b. Members of the corporation shall have no right, title, or interest whatsoever in its income, property, or assets, nor shall any portion of such income, property, or assets be distributed to any member on the dissolution or winding up of the corporation.

NO PERSONAL LIABILITY

- c. Members of the corporation shall not be personally liable for the debts, liabilities, or obligations of the corporation, and shall not be subject to any assessments.

TAX STATUS

- 1.6 Notwithstanding any other provision of the Articles of Incorporation ("ARTICLES") or the Code of Regulations ("REGULATIONS"), the corporation shall not carry on any other activities not permitted to be carried on:

BY EXEMPT ORGANIZATIONS

- a. by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code, or

FOR DEDUCTIBLE CONTRIBUTIONS

- b. by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

DUTIES OF TRUSTEES AND OFFICERS

- 1.7 A Trustee or officer shall perform all duties as such in good faith, in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and with the care that an ordinarily prudent person in a like position would use under similar circumstances.

RELIANCE ON INFORMATION

- a. A Trustee or officer may rely on information, opinions, and reports prepared by others reasonably believed to be reliable and competent in the matters prepared or presented.

LIMITATION OF LIABILITY

- b. To the fullest extent permitted by law a Trustee or officer shall not be liable in damages for any act Trustee takes or fails to take as a Trustee or officer of the corporation, unless it is proved, by clear and convincing evidence, in a court with jurisdiction, that the act or omission of the Trustee or officer was one undertaken with a deliberate intent to cause injury to the corporation or was one undertaken with reckless disregard for the best interests of the corporation.

INDEMNIFICATION

- c. To the fullest extent permitted by law, each Trustee and officer of the corporation shall be indemnified and held harmless by the corporation from and against any and all losses, claims, damage, liabilities, expenses, judgments, fines, settlements and other amounts reasonably incurred by Trustee arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative, or investigative in which Trustee may be involved or threatened to be involved by reason of Trustee's management of the affairs of the corporation or his or her status as an officer or trustee of the corporation or a similar capacity in another entity at the request of the corporation whether or not he or she is a trustee or officer of the corporation or continues in a similar capacity in such other entity at the time of incurring such loss, cost and expense.

PAYMENT OF COSTS

- d. To the fullest extent permitted by law, all costs and expense incurred by a Trustee or officer in defending any claim, demand, action, suit or proceeding shall be paid by the corporation as they are incurred prior to the final disposition of the action, suit or proceeding subject to repayment of such amount if it is proved by clear and convincing evidence in a court of competent jurisdiction that Trustee's action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the corporation or undertaken with reckless disregard for the best interests of the corporation.

OTHER RIGHTS

- e. This indemnification shall not be exclusive of any other rights which any Trustee or officer may be entitled to as a matter of law.

DISSOLUTION OF CORPORATION

- 1.8 On the dissolution of the corporation, all assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons.

AMENDMENTS

- 1.9 Amendment of the ARTICLES or REGULATIONS shall require the affirmative vote of a majority of the members present at a meeting at which a quorum is present.

ARTICLE II MEMBERS

QUALIFICATION

- 2.1 Natural persons and other entities may be approved as members by a majority of the BOARD. Membership may be terminated by a majority of the BOARD.

ANNUAL MEETING

- 2.2 The annual meeting of the members of this corporation shall be held as provided by resolution of the BOARD. Until changed such meeting shall be held on a date fixed by the BOARD.

SPECIAL MEETINGS

- 2.3 Special meetings of the members may be called at any time by the Chairman of the BOARD, the President, or in his absence a Vice-President, the Trustees by action at a meeting, or a majority of the Trustees acting without a meeting, or by at least 10% of the members.

PLACE OF MEETING

- 2.4 Meetings of members shall be held at the principal office of the corporation, unless the BOARD decides that a meeting shall be held at some other place within or without the State of Ohio, and causes notice thereof so to state.

NOTICE OF MEETING

- 2.5 Unless waived, a written notice of any special meeting, stating the day, hour and place, and the purpose or purposes thereof, shall be served on or mailed to each member of record entitled to vote or entitled to notice, not more than sixty (60) days nor less than ten (10) days before the date of the meeting. If mailed, it shall be directed to a member at his address as the same appears on the records of the corporation.

RECORD DATE FOR NOTICE

- 2.6 The record date for determining the members who are entitled to receive notice of a meeting of members shall be the date next preceding the day on which notice is given unless the BOARD fixes some other record date but shall not be a date earlier than the date on which the BOARD fixes such record date and shall not be more than 60 days preceding the date of the meeting of the members.

WAIVER OF NOTICE

- 2.7 Any member, either before or after any meeting, may waive any notice required to be given by law, the ARTICLES, or REGULATIONS. Attendance by any member in person or by proxy and consent to hold a meeting shall be valid for all purposes without call or notice, and at such meeting any action may be taken permitted by law, the ARTICLES or the REGULATIONS.

QUORUM

- 2.8 At any meeting called for any purpose, the members present in person or represented by proxy, shall constitute a quorum. At any meeting at which a quorum is present, all questions and business which shall come before the meeting shall be determined by the vote of a majority of such members as are represented in person or by proxy.

ADJOURNED MEETINGS

- 2.9 At any meeting, a majority of the members present in person or by proxy may adjourn, from time to time, and from place to place, without notice other than by announcement at the meeting. At any such adjourned meeting, any business may be transacted which might be transacted at the meeting as originally notified or held.

RECORD DATE FOR VOTING

- 2.10 The record date for determining the members who are entitled to vote at a meeting of members shall be five days prior to the date on which the meeting is fixed to be held unless the BOARD fixes some other record date which shall not be a date earlier than the date on which the BOARD fixes such record date and shall not be more than 60 days prior to the date fixed for the meeting.

PROXIES

- 2.11 Any member including members who are natural persons, may vote or act by proxy or proxies, appointed by a writing signed by such member, which need not be sealed, witnessed or acknowledged.

ACTION WITHOUT MEETING

- 2.12 Any action which may be taken at any meeting of members may be authorized or taken without a meeting with the affirmative vote or approval, in writing, signed by at least a majority of members.

ARTICLE III

TRUSTEES

MANAGEMENT

- 3.1 To the fullest extent permitted by law, the ARTICLES and the REGULATIONS, the BOARD shall constitute the governing body of the corporation and except as otherwise required by law, the ARTICLES or the REGULATIONS, all of the authority of the corporation in its affairs shall be managed by the BOARD.

NUMBER FIXED BY BOARD

- 3.2 Until changed in accordance with the provisions of the REGULATIONS, the number of trustees shall not be less than zero (0) nor more than nine (9) with the exact number to be determined from time to time by the BOARD, subject to Item 3.3 herein.

NUMBER FIXED BY MEMBERS

- 3.2 The number of trustees may be fixed or changed by resolution at any annual meeting of members or at any special meeting of members called for that purpose, adopted by a vote of a majority of the members present in person or by proxy at such meeting, but no reduction in the number of Trustees shall have the effect of removing any Trustee prior to the expiration of his or her term of office.

ELECTION OF TRUSTEES

- 3.4 Trustees shall be elected at the annual meeting of members but when the annual meeting is not held or Trustees are not elected thereat, they may be elected at a special meeting called and held for that purpose.

TERM OF TRUSTEES

- 3.5 The normal term of a Trustee shall be for three (3) years commencing in June of a given year. In order to provide continuity in the membership of the BOARD, the policy shall be to elect Trustees in successive and staggered years with initial terms and vacancies to be filled for unexpired terms in order to accomplish this purpose. Trustees whose terms have expired but whose successors have not been elected and qualified shall continue to hold office beyond the expiration date of their term until their successors are elected and qualified.

VACANCIES

- 3.6 In the event of the death, removal, or resignation of a Trustee, the remaining Trustees by the vote of a majority of their number may fill the vacancy created in the BOARD for the unexpired term. In the event the members increase the number of Trustees but fail at the meeting at which such increase is authorized or at an adjournment thereof to elect the additional Trustees provided for, or in the event the members fail at any time to elect the whole authorized number of Trustees a vacancy shall exist and the unexpired term for which such vacancy exists may be filled by the vote of a majority of the remaining Trustees.

ACTION WITHOUT A MEETING

- 3.7 Any action which may be authorized or taken at any meeting of the BOARD may be authorized or taken without a meeting with the affirmative vote or approval of, in writing, signed by all the Trustees who would be entitled to notice of a meeting for such purpose.

BY-LAWS

- 3.8 For the government of its action, the BOARD may adopt By-laws consistent with the ARTICLES and REGULATIONS.

EXPENSE OF MEETINGS

- 3.9 By resolution of the BOARD expense of attendance, if any, may be allowed for attendance at each regular or special meeting of the BOARD.

APPOINTMENT OF OFFICERS

- 3.10 Without limitation upon the generality of the powers conferred on the BOARD, the BOARD shall have the power to fix, define and limit the powers and duties of all officers of the corporation, to appoint and at their discretion with or without cause to remove or suspend such officers, and to fix and determine all salaries or compensation of all officers.

ARTICLE IV

MEETINGS OF TRUSTEES

ANNUAL MEETING

- 4.1 The annual meeting of the BOARD shall be held at a time fixed by the Chairman of the Board.

NOTICE OF MEETINGS

- 4.2 Written notice of the time and place of each meeting of the BOARD shall be given to each Trustee either by personal delivery or by mail, or facsimile, at least two (2) days before the date on which the meeting is to be held, which notice need not specify the purposes of the meeting. Notice of any meeting of the BOARD need not be given to any Trustee if waived by him in writing, whether before or after such meeting be held, or if he is present at such meeting. Any meeting of the BOARD shall be a legal meeting without any notice thereof having been given if all of the Trustees shall be present thereat.

AGENDA FOR MEETINGS

- 4.3 The policy shall be to furnish an agenda for all meetings, in advance, whenever possible but failure to state the purpose of the meeting shall not invalidate the notice.

LOCATION OF MEETINGS

- 4.4 Meetings of the BOARD shall be held at the principal office of the corporation or at such other place within or without the State of Ohio as the BOARD may determine from time to time and as shall be designated in the notice of the meeting. Meetings of the BOARD may be held through any means of communication equipment if all persons participating can communicate with each other. Participation in a meeting in such manner shall constitute presence at such meeting.

QUORUM

- 4.5 A majority of the BOARD shall constitute a quorum for a meeting of the BOARD but whenever less than a quorum is present at the time and place appointed for any meeting of the BOARD, a majority of those present may adjourn from time to time without notice other than by announcing at the meeting until a quorum shall be present.

MAJORITY VOTE

- 4.6 A majority of the Trustees present at a meeting at which a quorum is present is the act of the BOARD unless the act of a greater number is required by the ARTICLES or REGULATIONS provided however, a majority of the BOARD shall be required to fill a vacancy for an unexpired term in the BOARD.

COMMITTEES

- 4.7 The BOARD may provide for such standing or special committees of Trustees as they deem desirable and may discontinue any of them at their pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, the ARTICLES or the REGULATIONS, as may be delegated to it by the BOARD. Vacancies in such committees shall be filled by the BOARD or as they may otherwise provide.

ARTICLE V

OFFICERS

- 5.1 Officers shall be elected by a majority vote of the BOARD and may include a Chairman of the Board, President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers as the BOARD may from time to time select. The Chairman, if any, or the President if there is no Chairman, shall be a trustee but no other officers need be a Trustee or member of the corporation. Any two (2) or more of such offices may be held by the same person.
- 5.2 Officers of the corporation shall hold office at the pleasure of the BOARD. The BOARD may remove any officer at any time with or without cause with a majority vote. A vacancy in any office however created shall be filled by the BOARD.
- 5.3 The Chairman of the Board, if any, or the President if there is no Chairman, shall preside at all meetings of the BOARD and shall perform duties usually attached to that office and those duties assigned to him by the BOARD. He shall be a Trustee and shall be entitled to vote on all matters as in the case of any other Trustee.
- 5.4 The President, Vice-President, Secretary, and Treasurer, shall generally perform all the duties usually performed by such officers of like corporations and such further duties as may from time to time be required of them by the BOARD.

ARTICLE VI

INDEMNIFICATION AND INSURANCE

- 6.1 The corporation may indemnify and hold harmless each employee, volunteer and agent of the corporation, as the BOARD from time to time determines, to the same extent permissible with respect to trustees and officers by the ARTICLES and REGULATIONS, against all cost and expense reasonably incurred by him, in connection with any action, suit or proceeding, to which he is made a party by reason of his status as such, or having a similar status within the other entity at the request of the corporation, whether or not he is acting in such capacity at the time of incurring such cost and expense.
- 6.2 The corporation may purchase and maintain insurance in such amounts as the BOARD from time to time determine to insure each person acting as Trustee, officer, employee, agent or volunteer, in such capacity against any liability asserted against him, arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under Section 1702.12(E)(1) and (E)(2) of the Revised Code of Ohio.

ARTICLE VII

AMENDMENTS

- 7.1 Neither the ARTICLES, nor the REGULATIONS, shall be amended in such a manner that the corporation will cease to be a charitable corporation.
- 7.2 Amendment of the ARTICLES or REGULATIONS shall require the affirmative vote of a majority of the members present at a meeting at which a quorum is present.
- 7.3 Dissolution of the corporation shall require the affirmative vote of a majority of the members present at a meeting at which a quorum is present.

HOPE LEARNING ACADEMY EDUCATIONAL PROGRAM

Mission, Belief Statement

Mission

HOPE Learning Academy of Toledo is committed to providing a rigorous academic education for the exceptional child with specialized learning needs in a non-traditional classroom setting that cultivates "self-reliance, critical thinking, and problem solving skills" through a research proven curriculum infused with social growth, sensory integration, and art enrichment.

Belief

WE BELIEVE IN:

- Helping each student reach his or her full potential,
- Obtaining and implementing various teaching strategies to accommodate different learning styles,
- Protecting each student's right to learn in a safe and healthy environment,
- Expecting only positive outcomes.

Impact on Education

The goal of the HOPE Learning Academy is to provide students with exceptional needs in K through 8th grade, a high quality education. The quality of our educational program will help give our students the foundation for successful learning in elementary school, high school, and beyond.

HOPE Learning Academy embraces the philosophy of holistic education, which cultivates real-world problem-solving skills through project-based learning (PBL). Project-based learning is a research proven tool enhancing classroom engagement through a series of rigorous projects. Each project guides students through standard based content while practicing 21st century skills such as collaboration, communication and critical thinking.

Accordingly, the HOPE Learning Academy of Toledo will

- Provide each student with a program of study characterized by a strong, balanced core curriculum aligned with Ohio's learning standards;
- Encourage parental and staff involvement through a strong parent-teacher organization, LifeSkills program, and programs designed to help parents and families help make their child(ren)'s educational experience successful.
- Encourage strong ties and communication between families and teachers through a web-based program that allows parents/guardians to constantly monitor their children's progress and easily communicate with teachers and leaders.
- Monitor student performance and quickly identify learning gaps through daily learning exercises, classroom assessments, group and individual projects, nationally referenced standardized test, and required Ohio's State assessment.
- Implement a code of conduct designed to provide students with a safe and orderly school environment in which learning can take place without disruption: and,
- Focus on LifeSkills Development of all students by emphasizing and modeling through the school wide Life Skills curriculum.
- In addition, we will implement and infuse social and emotional learning competency building into our daily curriculum through special designed social skills and sensory integration classes.

HOPE LEARNING ACADEMY EDUCATIONAL PROGRAM

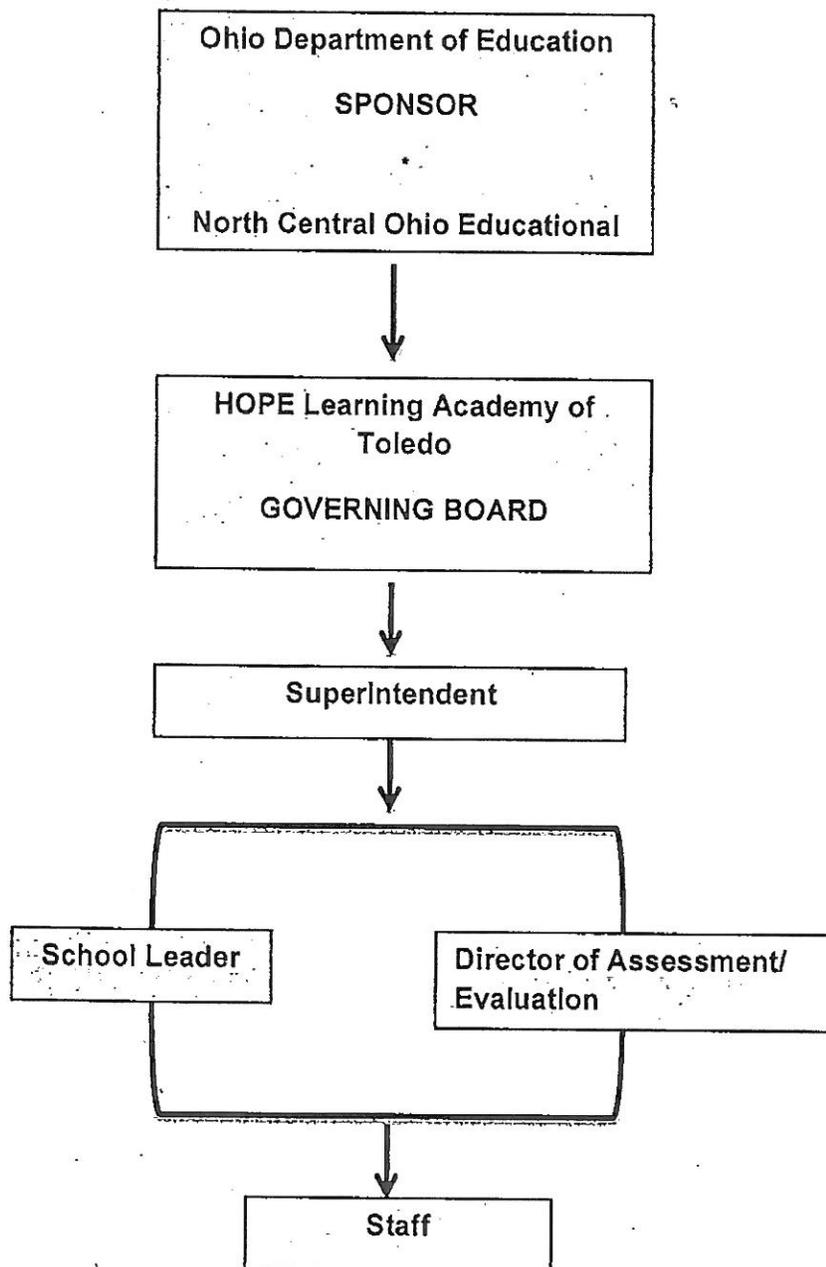
Organizational Chart

The North Central Ohio Educational Service Center (NCOESC) is the oversight body for HOPE Learning Academy of Toledo.

The Governing Board of the HOPE Learning Academy of Toledo is responsible to the Sponsor (NCOESC) for compliance with the terms and conditions of the charter contract. The Governing Board is the policy-making body of the HOPE and is statutorily responsible for the administration of the HOPE Learning Academy of Toledo.

The Governing Board will contract management services with NCOESC. NCOESC shall report to the Governing Board and shall be operationally accountable for ensuring compliance with the terms of this contract.

Organizational Chart of HOPE Learning Academy of Toledo



ATTACHMENT 2.1

- Governing Authority Member Names, Physical Addresses, Email Addresses, and Telephone Numbers ✓
- Criminal Background Checks ✓
- Description of Selection and Removal of Governing Authority Members
- Governing Authority Meeting Schedule and Location of Meetings ✓

CODE OF REGULATIONS
OF
HOPE LEARNING ACADEMY OF TOLEDO
AN OHIO NONPROFIT CHARITABLE CORPORATION

ARTICLE I
AUTHORITY AND ORGANIZATION

NAME

- 1.1 The name of said corporation is the HOPE LEARNING ACADEMY OF TOLEDO.

ADDRESS

- 1.2 The location of its principal office is 5800 Monroe Street, Building F, Sylvania, OH, 43560.

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- a. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing and distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ANNUAL DISTRIBUTIONS

- b. The corporation will distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

NO SELF DEALING

- c. The corporation will not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

NO EXCESS BUSINESS HOLDINGS

- d. The corporation will not retain any excess business holdings as defined in Section 4943 (c) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

NO JEOPARDY INVESTMENTS

- e. The corporation will not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

NO TAXABLE EXPENDITURES

- f. The corporation will not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

GENERAL POWERS

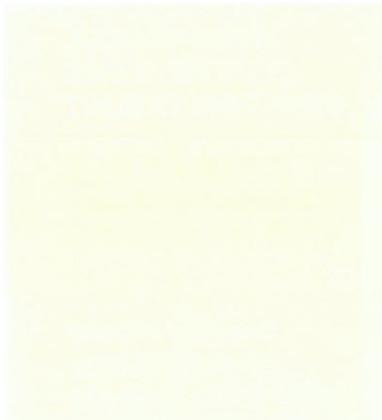
- g. The corporation shall have all the powers allowed to a nonprofit corporation under the law of Ohio to the extent such powers are consistent with the purposes of the corporation.

TRUSTEES

- 1.4 The powers of this corporation shall be exercised, its property controlled, and its affairs conducted by a Board of Trustees ("BOARD").

INITIAL TRUSTEES

- a. The names and addresses of the persons who are the initial Trustees of the corporation are as follows:



MEMBERS

- 1.5 The initial members of the corporation shall consist of the persons who are the initial Trustees of the corporation.

VOTING

- a. Each member of the corporation shall be entitled to one vote on each matter properly submitted to the members for their vote, consent, waiver, release or other action. Voting at elections and votes on other matters may be conducted by mail. Any member, including natural persons, corporations, partnerships, fiduciaries, or other entities may vote or act by proxy appointed in writing signed by such member.

NO BENEFICIAL INTEREST

- b. Members of the corporation shall have no right, title, or interest whatsoever in its income, property, or assets, nor shall any portion of such income, property, or assets be distributed to any member on the dissolution or winding up of the corporation.

NO PERSONAL LIABILITY

- c. Members of the corporation shall not be personally liable for the debts, liabilities, or obligations of the corporation, and shall not be subject to any assessments.

TAX STATUS

- 1.6 Notwithstanding any other provision of the Articles of Incorporation ("ARTICLES") or the Code of Regulations ("REGULATIONS"), the corporation shall not carry on any other activities not permitted to be carried on:

BY EXEMPT ORGANIZATIONS

- a. by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code, or

FOR DEDUCTIBLE CONTRIBUTIONS

- b. by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

DUTIES OF TRUSTEES AND OFFICERS

- 1.7 A Trustee or officer shall perform all duties as such in good faith, in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and with the care that an ordinarily prudent person in a like position would use under similar circumstances.

RELIANCE ON INFORMATION

- a. A Trustee or officer may rely on information, opinions, and reports prepared by others reasonably believed to be reliable and competent in the matters prepared or presented.

LIMITATION OF LIABILITY

- b. To the fullest extent permitted by law a Trustee or officer shall not be liable in damages for any act Trustee takes or fails to take as a Trustee or officer of the corporation, unless it is proved, by clear and convincing evidence, in a court with jurisdiction, that the act or omission of the Trustee or officer was one undertaken with a deliberate intent to cause injury to the corporation or was one undertaken with reckless disregard for the best interests of the corporation.

INDEMNIFICATION

- c. To the fullest extent permitted by law, each Trustee and officer of the corporation shall be indemnified and held harmless by the corporation from and against any and all losses, claims, damage, liabilities, expenses, judgments, fines, settlements and other amounts reasonably incurred by Trustee arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative, or investigative in which Trustee may be involved or threatened to be involved by reason of Trustee's management of the affairs of the corporation or his or her status as an officer or trustee of the corporation or a similar capacity in another entity at the request of the corporation whether or not he or she is a trustee or officer of the corporation or continues in a similar capacity in such other entity at the time of incurring such loss, cost and expense.

PAYMENT OF COSTS

- d. To the fullest extent permitted by law, all costs and expense incurred by a Trustee or officer in defending any claim, demand, action, suit or proceeding shall be paid by the corporation as they are incurred prior to the final disposition of the action, suit or proceeding subject to repayment of such amount if it is proved by clear and convincing evidence in a court of competent jurisdiction that Trustee's action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the corporation or undertaken with reckless disregard for the best interests of the corporation.

OTHER RIGHTS

- e. This indemnification shall not be exclusive of any other rights which any Trustee or officer may be entitled to as a matter of law.

DISSOLUTION OF CORPORATION

- 1.8 On the dissolution of the corporation, all assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons.

AMENDMENTS

- 1.9 Amendment of the ARTICLES or REGULATIONS shall require the affirmative vote of a majority of the members present at a meeting at which a quorum is present.

ARTICLE II MEMBERS

QUALIFICATION

- 2.1 Natural persons and other entities may be approved as members by a majority of the BOARD. Membership may be terminated by a majority of the BOARD.

ANNUAL MEETING

- 2.2 The annual meeting of the members of this corporation shall be held as provided by resolution of the BOARD. Until changed such meeting shall be held on a date fixed by the BOARD.

SPECIAL MEETINGS

- 2.3 Special meetings of the members may be called at any time by the Chairman of the BOARD, the President, or in his absence a Vice-President, the Trustees by action at a meeting, or a majority of the Trustees acting without a meeting, or by at least 10% of the members.

PLACE OF MEETING

- 2.4 Meetings of members shall be held at the principal office of the corporation, unless the BOARD decides that a meeting shall be held at some other place within or without the State of Ohio, and causes notice thereof so to state.

NOTICE OF MEETING

- 2.5 Unless waived, a written notice of any special meeting, stating the day, hour and place, and the purpose or purposes thereof, shall be served on or mailed to each member of record entitled to vote or entitled to notice, not more than sixty (60) days nor less than ten (10) days before the date of the meeting. If mailed, it shall be directed to a member at his address as the same appears on the records of the corporation.

RECORD DATE FOR NOTICE

- 2.6 The record date for determining the members who are entitled to receive notice of a meeting of members shall be the date next preceding the day on which notice is given unless the BOARD fixes some other record date but shall not be a date earlier than the date on which the BOARD fixes such record date and shall not be more than 60 days preceding the date of the meeting of the members.

WAIVER OF NOTICE

- 2.7 Any member, either before or after any meeting, may waive any notice required to be given by law, the ARTICLES, or REGULATIONS. Attendance by any member in person or by proxy and consent to hold a meeting shall be valid for all purposes without call or notice, and at such meeting any action may be taken permitted by law, the ARTICLES or the REGULATIONS.

QUORUM

- 2.8 At any meeting called for any purpose, the members present in person or represented by proxy, shall constitute a quorum. At any meeting at which a quorum is present, all questions and business which shall come before the meeting shall be determined by the vote of a majority of such members as are represented in person or by proxy.

ADJOURNED MEETINGS

- 2.9 At any meeting, a majority of the members present in person or by proxy may adjourn, from time to time, and from place to place, without notice other than by announcement at the meeting. At any such adjourned meeting, any business may be transacted which might be transacted at the meeting as originally notified or held.

RECORD DATE FOR VOTING

- 2.10 The record date for determining the members who are entitled to vote at a meeting of members shall be five days prior to the date on which the meeting is fixed to be held unless the BOARD fixes some other record date which shall not be a date earlier than the date on which the BOARD fixes such record date and shall not be more than 60 days prior to the date fixed for the meeting.

PROXIES

- 2.11 Any member including members who are natural persons, may vote or act by proxy or proxies, appointed by a writing signed by such member, which need not be sealed, witnessed or acknowledged.

ACTION WITHOUT MEETING

- 2.12 Any action which may be taken at any meeting of members may be authorized or taken without a meeting with the affirmative vote or approval, in writing, signed by at least a majority of members.

ARTICLE III

TRUSTEES

MANAGEMENT

- 3.1 To the fullest extent permitted by law, the ARTICLES and the REGULATIONS, the BOARD shall constitute the governing body of the corporation and except as otherwise required by law, the ARTICLES or the REGULATIONS, all of the authority of the corporation in its affairs shall be managed by the BOARD.

NUMBER FIXED BY BOARD

- 3.2 Until changed in accordance with the provisions of the REGULATIONS, the number of trustees shall not be less than zero (0) nor more than nine (9) with the exact number to be determined from time to time by the BOARD, subject to Item 3.3 herein.

NUMBER FIXED BY MEMBERS

- 3.2 The number of trustees may be fixed or changed by resolution at any annual meeting of members or at any special meeting of members called for that purpose, adopted by a vote of a majority of the members present in person or by proxy at such meeting, but no reduction in the number of Trustees shall have the effect of removing any Trustee prior to the expiration of his or her term of office.

ELECTION OF TRUSTEES

- 3.4 Trustees shall be elected at the annual meeting of members but when the annual meeting is not held or Trustees are not elected thereat, they may be elected at a special meeting called and held for that purpose.

TERM OF TRUSTEES

- 3.5 The normal term of a Trustee shall be for three (3) years commencing in June of a given year. In order to provide continuity in the membership of the BOARD, the policy shall be to elect Trustees in successive and staggered years with initial terms and vacancies to be filled for unexpired terms in order to accomplish this purpose. Trustees whose terms have expired but whose successors have not been elected and qualified shall continue to hold office beyond the expiration date of their term until their successors are elected and qualified.

VACANCIES

- 3.6 In the event of the death, removal, or resignation of a Trustee, the remaining Trustees by the vote of a majority of their number may fill the vacancy created in the BOARD for the unexpired term. In the event the members increase the number of Trustees but fail at the meeting at which such increase is authorized or at an adjournment thereof to elect the additional Trustees provided for, or in the event the members fail at any time to elect the whole authorized number of Trustees a vacancy shall exist and the unexpired term for which such vacancy exists may be filled by the vote of a majority of the remaining Trustees.

ACTION WITHOUT A MEETING

- 3.7 Any action which may be authorized or taken at any meeting of the BOARD may be authorized or taken without a meeting with the affirmative vote or approval of, in writing, signed by all the Trustees who would be entitled to notice of a meeting for such purpose.

BY-LAWS

- 3.8 For the government of its action, the BOARD may adopt By-laws consistent with the ARTICLES and REGULATIONS.

EXPENSE OF MEETINGS

- 3.9 By resolution of the BOARD expense of attendance, if any, may be allowed for attendance at each regular or special meeting of the BOARD.

APPOINTMENT OF OFFICERS

- 3.10 Without limitation upon the generality of the powers conferred on the BOARD, the BOARD shall have the power to fix, define and limit the powers and duties of all officers of the corporation, to appoint and at their discretion with or without cause to remove or suspend such officers, and to fix and determine all salaries or compensation of all officers.

ARTICLE IV

MEETINGS OF TRUSTEES

ANNUAL MEETING

- 4.1 The annual meeting of the BOARD shall be held at a time fixed by the Chairman of the Board.

NOTICE OF MEETINGS

- 4.2 Written notice of the time and place of each meeting of the BOARD shall be given to each Trustee either by personal delivery or by mail, or facsimile, at least two (2) days before the date on which the meeting is to be held, which notice need not specify the purposes of the meeting. Notice of any meeting of the BOARD need not be given to any Trustee if waived by him in writing, whether before or after such meeting be held, or if he is present at such meeting. Any meeting of the BOARD shall be a legal meeting without any notice thereof having been given if all of the Trustees shall be present thereat.

AGENDA FOR MEETINGS

- 4.3 The policy shall be to furnish an agenda for all meetings, in advance, whenever possible but failure to state the purpose of the meeting shall not invalidate the notice.

LOCATION OF MEETINGS

- 4.4 Meetings of the BOARD shall be held at the principal office of the corporation or at such other place within or without the State of Ohio as the BOARD may determine from time to time and as shall be designated in the notice of the meeting. Meetings of the BOARD may be held through any means of communication equipment if all persons participating can communicate with each other. Participation in a meeting in such manner shall constitute presence at such meeting.

QUORUM

- 4.5 A majority of the BOARD shall constitute a quorum for a meeting of the BOARD but whenever less than a quorum is present at the time and place appointed for any meeting of the BOARD, a majority of those present may adjourn from time to time without notice other than by announcing at the meeting until a quorum shall be present.

MAJORITY VOTE

- 4.6 A majority of the Trustees present at a meeting at which a quorum is present is the act of the BOARD unless the act of a greater number is required by the ARTICLES or REGULATIONS provided however, a majority of the BOARD shall be required to fill a vacancy for an unexpired term in the BOARD.

COMMITTEES

- 4.7 The BOARD may provide for such standing or special committees of Trustees as they deem desirable and may discontinue any of them at their pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, the ARTICLES or the REGULATIONS, as may be delegated to it by the BOARD. Vacancies in such committees shall be filled by the BOARD or as they may otherwise provide.

ARTICLE V

OFFICERS

- 5.1 Officers shall be elected by a majority vote of the BOARD and may include a Chairman of the Board, President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers as the BOARD may from time to time select. The Chairman, if any, or the President if there is no Chairman, shall be a trustee but no other officers need be a Trustee or member of the corporation. Any two (2) or more of such offices may be held by the same person.
- 5.2 Officers of the corporation shall hold office at the pleasure of the BOARD. The BOARD may remove any officer at any time with or without cause with a majority vote. A vacancy in any office however created shall be filled by the BOARD.
- 5.3 The Chairman of the Board, if any, or the President if there is no Chairman, shall preside at all meetings of the BOARD and shall perform duties usually attached to that office and those duties assigned to him by the BOARD. He shall be a Trustee and shall be entitled to vote on all matters as in the case of any other Trustee.
- 5.4 The President, Vice-President, Secretary, and Treasurer, shall generally perform all the duties usually performed by such officers of like corporations and such further duties as may from time to time be required of them by the BOARD.

ARTICLE VI

INDEMNIFICATION AND INSURANCE

- 6.1 The corporation may indemnify and hold harmless each employee, volunteer and agent of the corporation, as the BOARD from time to time determines, to the same extent permissible with respect to trustees and officers by the ARTICLES and REGULATIONS, against all cost and expense reasonably incurred by him, in connection with any action, suit or proceeding, to which he is made a party by reason of his status as such, or having a similar status within the other entity at the request of the corporation, whether or not he is acting in such capacity at the time of incurring such cost and expense.
- 6.2 The corporation may purchase and maintain insurance in such amounts as the BOARD from time to time determine to insure each person acting as Trustee, officer, employee, agent or volunteer, in such capacity against any liability asserted against him, arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under Section 1702.12(E)(1) and (E)(2) of the Revised Code of Ohio.

ARTICLE VII

AMENDMENTS

- 7.1 Neither the ARTICLES, nor the REGULATIONS, shall be amended in such a manner that the corporation will cease to be a charitable corporation.
- 7.2 Amendment of the ARTICLES or REGULATIONS shall require the affirmative vote of a majority of the members present at a meeting at which a quorum is present.
- 7.3 Dissolution of the corporation shall require the affirmative vote of a majority of the members present at a meeting at which a quorum is present.



HOPE
Learning Academy of Toledo

4234 Monroe Street, Toledo, Ohio 43606

Board Meeting Schedule

- May 8th, 2018
- June 19th, 2018
- August 7th, 2018
- October 9th, 2018
- December 4th, 2018
- February 5th, 2019
- April 16th, 2019
- May 7th, 2019
- June 18th, 2019

All meetings are held in the Sensory Room located on the basement floor at Hope Learning Academy.

"The Perfect place for exceptional children with Learning Differences"

www.HopeLearningAcademy.org ' Phone: 419.297.6313 ' Email: Info@HopeLearningAcademy.org

ATTACHMENT 3.1

- Transportation Plan N/A

ATTACHMENT 3.2

- Management/Operator Contract (if any) N/A

ATTACHMENT 4.1

- Conflict of Interest Policy



HOPE Learning Academy of Toledo Conflict of Interest

POLICY NUMBER: <div style="font-size: 1.2em; font-family: cursive;">102013-22</div>	EFFECTIVE DATE: <div style="font-size: 1.2em; font-family: cursive;">7/1/2013</div>	APPOINTING AUTHORITY APPROVAL: Hope Learning Academy of Toledo School Board
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Part I: Objective

The objective of the conflict of interest policy is to protect the interests of HOPE Learning Academy of Toledo ("the School") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer, Member, or Trustee of the School or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Part II: Definitions

1. **Interested Person.** Any Trustee, Member, Officer, or a participant in a committee with governing board powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. **Financial Interest.** A person has a financial interest if the person has directly or indirectly, through business, investment or family:

An ownership or investment interest in any entity with which the School has a transaction or arrangement,

A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement, or

A potential ownership or investment interest in, or compensation arrangement with any entity or individual with which the School is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

HOPE LEARNING ACADEMY OF TOLEDO
CONFLICT OF INTEREST POLICY

46-2122868

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An ownership or investment interest in any entity with which the School has a transaction or arrangement,

A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement, or

A potential ownership or investment interest in, or compensation arrangement with any entity or individual with which the School is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Part III, Section 2, a person who has a financial interest may have a conflict of interest only if the Board decides that a conflict of interest exists.

Part III: Procedures

1. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all the material facts to the Board.
2. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after discussion with the interested person, she/he shall leave the meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Trustees shall decide if a conflict of interest exists.
3. Procedures for Addressing the Conflict of Interest
 - a) An interested person may make a presentation to the Board, but after the presentation he/she shall leave the meeting during the discussion of, and

- b) the vote on, the transaction or arrangement involving the possible conflict of interest.
- c) The Chairperson shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- d) After exercising due diligence, the Board shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- e) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested Trustees whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflict of Interest Policy

- a) If the Board has reasonable cause to believe an individual has failed to disclose actual or possible conflicts of interest, it shall inform the individual of the basis for such belief and afford them an opportunity to explain the alleged failure.
- b) If, after hearing the response and after making further investigation as warranted by the circumstances, the Board determines the individual has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Part IV: Records of Proceeding

The minutes of the Board and all committees with board powers shall contain:

- a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the decision as to whether a conflict of interest in fact existed.
- b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Part V: Compensation

- a) A Trustee who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that compensation.

- b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
- c) A Trustee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information regarding compensation.

Part VI: Annual Statements

Each Trustee, Member, Officer and participant in a committee with governing board powers shall annually sign a statement which affirms such person:

- a) Has received a copy of the conflict of interest policy;
- b) Has read and understands the policy;
- c) Has agreed to comply with the policy;
- d) Understands the School is a non-profit organization and in order to maintain its federal 501 (c) (3) status, it must engage primarily in activities which accomplish one or more of its tax exempt purposes.

Part VII: Periodic Reviews

To ensure the School operates in a manner consistent with its purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a) Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the School's written policies, are properly recorded, reflect reasonable investment or payment for goods and services, further the Schools purposes and do not result in impermissible private benefit or in an excess benefit transaction.

Part VIII: Use of Outside Experts

When conducting the periodic reviews as provided for in Part VII, the School may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

ATTACHMENT 5.1

- Detailed Description of Facilities, including:
 - (a) a detailed description of each facility used for instructional purposes;
 - (b) the annual costs associated with leasing each facility that are paid by or on behalf of the School;
 - (c) the annual mortgage principal and interest payments that are paid by the School; and
 - (d) the name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the School's management company/operator, if any.)

SUBLEASE

THIS SUBLEASE is made effective as of May15, 2013, between the GOVERNING BOARD OF THE NORTH CENTRAL OHIO EDUCATIONAL SERVICE CENTER ("*Sublessor*"), whose address is 928 West Market Street, Suite A, Tiffin, Ohio 44883 and the GOVERNING AUTHORITY OF HOPE LEARNING ACADEMY of TOLEDO ("*Sublessee*"), whose address is c/o Daniel J LaValley, 5800 Monroe St. Bldg. F Sylvania, Ohio 43560 under the following circumstances:

A. Pursuant to a Lease effective as of August 1, 2013 between Fox Investments of Ohio, LLC ("*Master Landlord*"), as landlord, and Sublessor, as tenant (the "*Master Lease*"), Master Landlord leased to Sublessor certain space known as 4234 Monroe Street, Toledo, Ohio 43606, Ohio (the "*Premises*").

B. A true and complete copy of the Master Lease is attached hereto and made a part hereof as Exhibit A.

C. Sublessee desires to sublease from Sublessor the entire Premises as set forth in the Master Lease (the "*Subleased Premises*").

NOW THEREFORE, Sublessor and Sublessee agree as follows:

1. **Sublease and Term.** Sublessor subleases to Sublessee the Subleased Premises for a term (the "*Term*") commencing on the date set forth in the Master Lease, and ending on the date set forth in the Master Lease.

2. **Rent and Additional Rent.** Sublessee shall pay all amounts due by Sublessor pursuant to the Master Lease, including, but not limited to, base rent, additional rent (including, but not limited to taxes, fees, utilities and/or repairs), late charges and the like, on or prior to the date that such amounts are due pursuant to the Master Lease. Such payments shall be made directly to Master Landlord; provided, however, Sublessee shall not be responsible for any payments resulting from the gross negligence, willful acts or omissions of Sublessor.

3. **Assignment of Subletting.** Sublessee shall not assign this Sublease in whole or in part, or further sublet all or any part of the Subleased Premises, or otherwise encumber or transfer this Sublease or the Subleased Premises, without first obtaining the prior written consent of Sublessor and, if required by the Master Lease, Master Landlord.

4. **Condition of the Premises.** Except as otherwise provided in this Sublease, the Subleased Premises are leased without any representation or warranty by Sublessor, in their existing condition, "as is," as of the date of this Sublease.

5. **Compliance with Master Lease.**

A. Except as otherwise provided by this Sublease, all the terms and conditions contained in the Master Lease are incorporated as terms and conditions of this Sublease (with references to "Lessor", "Lessee" and "Leased Premises" being deemed to refer to "Sublessor", "Sublessee" and "Subleased Premises" respectively), and along with all of the other provisions set forth in this Sublease, shall be the complete terms and conditions of the Sublease. Except as otherwise provided by this Sublease, (i) Sublessee shall, throughout the term, assume and perform, for the benefit of Sublessor, all of the obligations, covenants and agreements of Sublessor as tenant under the Master Lease, to the extent that the same apply to the Subleased Premises and (ii) Sublessor grants to Sublessee, for the duration of the term of this Sublease, all of the rights and privileges granted Sublessor under the Master Lease with respect to the Subleased Premises.

B. Notwithstanding the foregoing:

(1) This Sublease is subject to all of the terms and conditions of the Master Lease and to the performance of Master Landlord's obligations under the Master Lease. Sublessor does not assume or agree to perform for Sublessee's benefit any of the Master Landlord's obligations. If Master Landlord defaults in its obligations under the Master Lease, Sublessee shall have the remedies set forth in Section 9.

(2) Sublessee shall not make any alterations or additions to the Subleased Premises without (i) Sublessor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned and (ii) Master Landlord's prior written consent, if such consent is required by the Master Lease. Sublessee shall not commit or permit to be committed on the Subleased Premises any act or omission that violates any term or condition of the Master Lease.

C. All of the obligations contained in the Master Lease that are assumed by and to be performed by Sublessee or the performance of which are to be made to or for the benefit of Master Landlord, and any right or privilege of Master Landlord under the Master Lease, shall also be for the benefit of, applicable to, and exercisable and enforceable by Sublessor. Any rights or privileges under the Master Lease that require Master Landlord's consent shall also require Sublessor's consent. Any policies of insurance required to be carried and maintained by Sublessee shall name Sublessor and Master Landlord as insureds, as well as any other persons required to be named as insureds pursuant to the Master Lease.

6. **Sublessee's Personal Property.** Sublessor shall not be liable for any damages to fixtures, merchandise or other personal property or inventories of Sublessee found or located within the Subleased Premises caused by fire, theft, misappropriation, or any other cause. Any personal property placed on the Subleased Premises shall be at Sublessee's sole risk.

7. **Insurance.** Sublessee shall carry and maintain commercial general liability insurance and the other insurance coverages required by the Master Lease, with Master Landlord and Owner and Sublessor named as additional insured, if required by the Master Lease.

8. Termination.

A. In the event of the termination of Sublessor's interest as tenant under the Master Lease for any reason other than Sublessor's default (unless that default is caused by Sublessee's default under this Sublease), then this Sublease shall simultaneously terminate. In that event Sublessor shall have no liability or other obligation to Sublessee, in damages whether or not consequential, or in equity, or otherwise, on account of the termination of this Sublease. Sublessee shall have no right, title or interest in any right, claim or cause of action, if any, that Sublessor may have against Master Landlord as a result of the termination.

B. If one or more of the following events ("*Defaults*") shall happen and be continuing: (i) Sublessee fails to make punctual payment of the base rent, additional rent, or any other amount to be paid under this Sublease by Sublessee, or Sublessee fails to perform or observe any other covenant or condition to be performed or complied with by Sublessee under this Sublease; (ii) an attachment of execution is levied upon Sublessee's interest under this Sublease; (iii) Sublessee makes an assignment for the benefit of its creditors, or the interest of Sublessee in the Subleased Premises is sold under execution or other legal process; (iv) Sublessee files or there is filed against Sublessee a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy law or any other applicable statute; or (v) an order is entered adjudicating Sublessee a bankrupt or approving an involuntary petition seeking a reorganization of Sublessee under Federal Bankruptcy law or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of Sublessee; then, and in any of those events, at the option of Sublessor, without any notice of Sublessee, this Sublease shall terminate, subject to the provision of this Section 8 relating to the survival of Sublessee's obligations.

C. In the event this Sublease shall terminate pursuant to Paragraph B of this Section 8, Sublessor may re-enter the Subleased Premises and remove all persons and any property of Sublessee or any tenant holding under Sublessee, and Sublessee shall be liable to Sublessor for all damages, losses, costs and expenses, including attorneys' fees, incurred by Sublessor on account of the termination of this Sublease and/or the Default of Sublessee that give rise to the termination. No termination or re-entry shall release Sublessee from its covenants to pay the rent and other charges provided in this Sublease. No right or remedy in this Section 8 conferred upon or reserved to Sublessor is intended to be exclusive of any other right or remedy.

9. **Master Landlord's Default.** If Master Landlord is in default of any of its obligations under the Master Lease, Sublessee shall promptly notify Sublessor, Sublessor shall give notice of default to Master Landlord and shall cooperate with Sublessee to enforce the performance of Master Landlord's obligations.

10. Notices.

A. Any notice or other communication required or permitted to be given under this Sublease shall be in writing and shall be deemed to have been effectively given if delivered personally or if mailed certified mail return receipt requested, postage prepaid, at the addresses set forth above.

B. Either party may change the address to which notices and other communications are to be directed to it by giving notice of such change to the other party in the manner provided in this Section 10.

11. **Captions; Integration.** Captions preceding Sections of this Sublease are for convenience of reference only and shall not be construed as having any legal effect. Subject only to an Indemnification and Release Agreement between the Sublessor and Sublessee and the Master Lessor, this Sublease constitutes the entire agreement between Sublessor and Sublessee with respect to the leasing of the Subleased Premises and supersedes any prior agreement.

12. **Amendments to the Master Lease and this Sublease.** Sublessor shall not consent to or make any modification or amendment to the Master Lease, without Sublessee's prior written consent, which will not be reasonably withheld. This Sublease shall not be amended except in writing signed by both parties.

13. **Binding Effect.** Subject to the provisions of Section 4, this Sublease shall be binding upon and inure to the benefit of Sublessor, Sublessee and their respective successors and assigns.

SIGNED as of the date and year first written above.

NORTH CENTRAL OHIO
EDUCATIONAL SERVICE CENTER

By: James Lakowski

Its: Supt/CEO

Date: 6/4/13

STATE OF Ohio)
)ss:
COUNTY OF Seneca)

The foregoing instrument was acknowledged before me this 6 day of June, 2013, by James Lakowski, as Supt/CEO of North Central Ohio Educational Service Center, an Ohio political subdivision.

(SEAL)

Kimberly S. Fisher
Notary Public
My Commission Expires: 6/14/2015

KIMBERLY S. FISHER, Notary Public
State of Ohio

My Commission Expires: 6/14/2015

EXHIBIT A

MASTER LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT is executed on the dates set forth below, but to be effective as of August 1, 2013 (the "Commencement Date") by and between Fox Investments of Ohio LLC (the "Landlord") and the GOVERNING BOARD OF THE NORTH CENTRAL OHIO EDUCATIONAL SERVICE CENTER (the "Tenant").

WITNESSETH:

Section 1. Description of Real Property and Term.

1.01 Leased Premises. Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord that certain real property commonly addressed as 4234 Monroe Street, Toledo, Ohio 43606, and described on exhibit A attached hereto (the "Leased Premises").

1.02 Initial Term. The term of this Lease shall commence on the Commencement Date, and shall continue until July 31, 2016 (the "Initial Term").

1.03 Renewal Terms. This Lease shall automatically renew for successive one (1) year periods on the same terms and conditions as the Initial Term (each a "Renewal Term") unless either party provides written notice to the other party no later than April 1 of each year.

Section 2. Rent. Tenant agrees to pay to Landlord, as rent for the Leased Premises equal monthly installments of Five Thousand and 00/100 Dollars (\$5000.00) each on the first day of each month, in advance. Rental payments hereunder shall be made by Tenant to Landlord payable to the order of Landlord and delivered to Landlord either personally or by mail at 5800 Monroe St. Bldg. F, Sylvania Ohio 43560, or at such other place as Landlord may from time to time designate in accordance with the terms and conditions of Section 14.01. Any rent not paid by the 15th of the month shall bear interest, until paid, at the rate of three percent (3%) per annum. Tenant shall enjoy the initial month of August 2013 rent free.

Section 3. Utilities, Services, Insurance and Taxes.

3.01 Utilities. Tenant agrees to pay all charges for telephone, electricity, gas, water and sewer charges and trash removal (the "Utilities") which may accrue with respect to the Leased Premises during the Term of this Lease.

3.02 Services. Tenant shall be responsible, at its sole expense, for (a) prompt removal of snow and ice from the parking areas and sidewalks and (b) daily janitorial services for the classrooms such as sweeping, cleaning and trash removal.

3.03 Liability Insurance. Tenant, at Tenant's sole cost and expense, shall, during the term of this Lease carry and maintain in full force and effect, general public liability insurance against claims for personal injury, death or property damage, occurring in, on or about the Leased Premises or property in, on, or about the streets, sidewalks, parking lots, access roads or premises adjacent to the Leased Premises, with the following minimum limits: (i) Five Hundred Thousand Dollars (\$500,000) on account of bodily injuries to, or death of, one person; (ii) One Million Dollars (\$1,000,000) on account of injuries or death resulting from one accident or disaster; and (iii) Five Hundred Thousand Dollars (\$500,000) on account of damages to property.

3.04 Casualty Insurance. Landlord, with reimbursement by Tenant within 15 days of presentment, shall, during the term of this Lease, keep the Leased Premises insured against loss or damage by fire and all risks comprehended by standard extended coverage endorsements in an amount equal to the full replacement cost of the Leased Premises. All sums payable under such insurance shall be used to repair rebuild or restore the Leased Premises in accordance with the requirements of Section 12.

3.05 Insurance Policies. All insurance required of Tenant pursuant to this Lease shall be obtained from a responsible insurance company or companies reasonably satisfactory to Tenant and authorized to do business in the State of Ohio. Originals of the policies of such insurance or certificates thereof shall be delivered to Tenant promptly upon the commencement of the Initial Term, and renewals thereof shall be delivered to Tenant not less than thirty (30) days prior to the expiration dates of the respective policies. The insurance provided hereunder shall not be subject to cancellation without thirty (30) days prior written notice to Tenant.

3.06 Real Estate Taxes and Assessments. During the term of this Lease, Landlord shall pay, before delinquent, all charges for real estate taxes and assessments which may accrue and become a lien with respect to the Leased Premises and all improvements thereon. Tenant and any SubTenant hereof agree to assist Landlord in applying for a real estate tax exemption based on the exempt use of the Premises.

Section 4. Use and Care of Leased Premises; Signs.

4.01 Use in Compliance with Law. Tenant will not use the Leased Premises for any purpose which is forbidden by public law, ordinance or governmental or municipal regulation or order.

4.02 Tenant's Right to Install Signs. Tenant shall have the privilege of placing signs on the Leased Premises and on the outside of the building as Tenant in its discretion determines.

Section 5. Repairs, Maintenance and Alterations.

5.01 Repairs and Maintenance. Except as otherwise set forth in this Lease, Tenant, at Tenant's sole cost and expense, shall maintain and keep the interior of the Leased Premises in good order and repair. Tenant, shall repair, maintain and replace the foundation, roof, gutters and downspouts, floors, and exterior walls, any pipes, wiring or conduits within the walls, and the heating, ventilation, and air conditioning systems of the Leased Premises in good order, repair and condition and in accordance with all applicable laws, rules, orders, and regulations of any governmental authority having jurisdiction of the Leased Premises. The provisions of this Section 5.01 shall not apply in the case of damage or destruction by fire or other casualty covered by standard fire and extended coverage insurance or by eminent domain, such damage or destruction being controlled by Sections 12 and 7 hereof, respectively.

5.02 Alterations. With Landlord's prior written consent (which shall not be unreasonably withheld or delayed), Tenant may make any alterations, additions, improvements or other changes in or to the Leased Premises or attach, affix or build therein any improvement or installation. All additions, installations, alterations, fixtures and improvements (temporary or permanent) in and upon the Leased Premises, whether installed by Tenant or Landlord, shall remain the property of Tenant and may be removed by Tenant on the termination of this Lease. Tenant shall have the right to place in the Leased Premises, at such locations therein as Tenant may from time to time determine, Tenant's furniture, standard equipment, and trade fixtures and such personal property shall be and remain the property of Tenant, and may be removed by Tenant at any time during the term of this Lease.

5.03 Parking Areas. Tenant, at Tenant's sole cost and expense, shall maintain, repair and replace all parking, lawn and landscape areas. Tenant shall be responsible for the prompt removal of all debris, snow and ice from the parking areas.

Section 6. Liens. Tenant shall not permit any mechanics' lien to encumber the title of Landlord in and to the Leased Premises, nor shall the interest or estate of Landlord in the Leased Premises be in any way subjected to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant.

Section 7. Condemnation.

If the entire Leased Premises, or a portion of the Leased Premises, which in Tenant's sole discretion renders it unusable for Tenant's purposes, shall be taken or condemned for public or quasi-public use or shall be voluntarily conveyed in lieu of such taking, this Lease shall terminate as of the date title to such property is transferred. If a portion of the Leased Premises is taken or condemned, and Tenant determines such portion does not render the Leased Premises unusable for Tenant's purpose, Landlord at its sole cost shall within thirty (30) days of Tenant's determination restore the Leased Premises to its condition prior to such taking. During such restoration, Tenant's obligation to pay rent shall abate and thereafter the rent shall be decreased in a percentage equal to the percentage of the Leased Premises that Tenant can no longer use. Landlord shall be entitled to the award allocable to the loss or diminution in value of

the fee, but any portion of the award which is allocated to the loss or diminution in value of the leasehold shall belong to Tenant.

Section 8. Landlord's Performance of Tenant's Covenants.

Should Tenant at any time fail to do any of the things required to be done by Tenant under the provisions of this Lease, Landlord, at Landlord's option and in addition to any and all other rights and remedies of Landlord in such event, may, but shall not be required to, do the same or cause the same to be done, and the reasonable amount of any money expended by Landlord in connection therewith shall be additional rent.

Section 9. Default.

9.01 Events of Default. An event of default under this Lease shall be deemed to occur upon the happening of any one of the following events (an "Event of Default"):

(a) If Tenant shall default in the payment of rental or any other sums required to be paid by Tenant pursuant to the provisions of this Lease and shall fail to cure such default within ten (10) days after receipt of written notice from Landlord indicating such default; or

(b) If Tenant shall default in the performance of any other duty of Tenant pursuant to this Lease (other than the payment of rental or any other sums required hereunder to be paid by Tenant) and such default shall continue or Tenant has not commenced steps to cure such default for a period of thirty (30) days following written notice given by Landlord to Tenant specifying such default.

9.02 Remedies. If an Event of Default shall occur, Landlord shall have the right, after notice, to terminate this Lease and to re-enter and repossess the Leased Premises. Additionally, Landlord shall be entitled to recover from Tenant all rent due up to the time of such entry. In case of such default and entry by Landlord, Landlord may re-let the Leased Premises for the remainder of the term for the highest rent obtainable and may recover from Tenant any deficiency between the amount obtained and the amount owed by the Tenant.

Section 10. Surrender of Possession.

At the expiration or earlier termination of the term of this Lease, Tenant shall quit and surrender the Leased Premises in as good condition and repair as when possession was delivered, reasonable use and wear, loss or damage by fire, the elements or other casualty not resulting from the willful or grossly negligent acts of Tenant, Tenant's agents, employees, guests or invitees excepted.

Section 11. Damage or Destruction; Liability of Landlord.

11.01 Damage and Reconstruction. If the Leased Premises or any part of thereof shall be partially damaged by fire or other casualty, but, in Tenant's sole discretion, shall not be rendered unfit for occupancy, the damage to the Leased Premises shall be repaired by Landlord utilizing the proceeds of insurance, and the rent and all additional charges otherwise due hereunder shall be abated on a per diem basis proportionate to the extent and for the period the Leased Premises is rendered unfit for occupancy. If all or substantially all of the Leased Premises is made unfit for occupancy, in Tenant's sole discretion, by fire or other casualty, acts of God or other cause, Tenant may elect (a) to terminate this Lease as of the date when the Leased Premises is so made unfit for occupancy by written notice to Landlord within thirty (30) days of the fire or other casualty, or (b) to require Landlord to repair, restore or rehabilitate the Leased Premises utilizing the proceeds of insurance within sixty (60) days of the fire or other casualty; and if an election is made to repair, restore or rehabilitate the Leased Premises, this Lease shall not terminate, but the rent and all additional rents and charges otherwise due hereunder shall be abated from the date of such damage until Tenant accepts the condition of the Leased Premises and retakes possession. In the event Landlord shall proceed under (b) above and shall not substantially complete the work within the sixty (60) day period (excluding from such period loss of time resulting from delays beyond the reasonable control of Landlord), either Landlord or Tenant may then terminate this Lease by written notice to the other not later than ten (10) days next after the expiration of the sixty (60) day period.

11.02 Liability of Landlord. Landlord shall be liable for any damage done to the Leased Premises or any personal property of Tenant located thereon which may be occasioned by or from plumbing, gas, water, steam, or other pipes, or sewage, or the bursting, leaking, or running of any washstand, water closet, waste pipe, or chemical holding tank in, above or upon the Leased Premises, and for damages occasioned by water, snow, or ice being upon or coming through the roof, skylight, trap-door, or otherwise, and for any damage arising from acts or negligence of Landlord or of any owners or occupants of adjoining or contiguous property, and for any damage caused by Landlord's employees, agents, guests or invitees.

Section 12. Assignment, Subletting and Transfer.

12.01 Assignment and Subletting by Tenant. Tenant shall not assign, convey, transfer, mortgage, pledge, or otherwise encumber this Lease or sublet or permit to be used or occupied by anyone other than Tenant, all or any part of the Leased Premises, without the advance consent of Landlord, which shall not be unreasonably withheld or delayed; provided, however, Tenant shall be entitled to sublet all or a portion of the Leased Premises to one or more community schools sponsored by Tenant (a "School"), without the prior consent of Landlord. Landlord shall accept performance by the School of any provision of this Lease as performance by Tenant.

12.02 Transfer by Landlord. In the event of any transfer of the title to the fee of the Leased Premises, the transferee shall be deemed to assume and perform all of the duties and obligations of Landlord to Tenant under this Lease. No transfer of Landlord's interest herein

shall bind Tenant until Tenant receives a signed copy of the instrument transferring and assigning such interest and a copy of the recorded deed to the fee.

Section 13. Waiver of Subrogation.

Each of the parties to this Lease hereby waives all causes of action and rights of recovery against the other party, and their respective heirs, administrators, successors, officers, employees, agents and assigns for any loss or damage occurring to the Leased Premises, fixtures, merchandise and personal property of every kind located in and about the Leased Premises or injuries to persons resulting from any perils covered by insurance regardless of cause or origin, including the negligence of either party, their respective heirs, administrators, successors, officers, employees, agents, guests, invitees, customers, and assigns to the extent of any recovery under a policy or policies of insurance. However, any such policy or policies will not be invalidated in whole or in part by reason of this subrogation. To the extent necessary to effect the foregoing waiver of subrogation, each party agrees to obtain from their respective insurance carriers endorsements to such policies of insurance waiving the right of subrogation of the insurance carrier.

Section 14. Miscellaneous.

14.01 Notice and Demands. All notices to or demands upon Landlord or Tenant desired or required to be given under any of the provisions hereof shall be in writing. Unless otherwise specifically herein provided, any notices or demands from Landlord to Tenant shall be deemed to have been duly and sufficiently given if a copy thereof has been mailed by United States registered or certified mail in an envelope properly stamped and addressed to Tenant at 928 West Market Street, Suite A, Tiffin, Ohio 44883 or to such other person or place as Tenant may from time to time designate in writing. Any notices or demands from the Tenant to the Landlord shall be deemed to have been duly and sufficiently given if mailed by United States registered or certified mail in an envelope properly stamped and addressed to the Landlord at the address set forth in section 2 for payment of rent, or to such other person or place as Landlord may from time to time designate in writing.

14.02 Successors in Interest. Subject to the provisions hereof and the terms of Section 12, all of the covenants, agreements, conditions and undertakings in this Lease shall extend and inure to the benefit of and be binding upon the heirs, administrators, successors and permitted assigns of the respective parties hereto, the same as if they were in every case specifically named, and shall be construed as covenants running with the land. Wherever in this Lease reference is made to either of the parties, it shall be held to include and apply to, wherever applicable, the heirs, administrators, successors and permitted assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, administrators, successors and permitted assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease.

14.03 Inspection of Premises. Tenant agrees to permit Landlord and the authorized representatives of Landlord, after twenty-four (24) hours' notice, to enter the Leased

Premises at all times during reasonable business hours and without interrupting Tenant's normal business for the purpose of inspecting the Leased Premises. In completing such inspections, Landlord shall comply with all laws, rules and regulations with respect to student privacy.

14.04 Memorandum of Lease. This Lease shall not be recorded, but either party may record a Memorandum of Lease stating the names and addresses of the parties, duration of the term and renewals. The party requesting such Memorandum of Lease shall prepare and pay for all costs associated therewith and the other party agrees to execute any instruments as may be required for such recording.

14.05 Captions. The captions for this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

14.06 Saving Clause. If any term or provision of this Lease or any application thereof shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

14.07 Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the State of Ohio.

14.08 Time. Time is of the essence with respect to all of the terms and conditions of this Lease.

14.09 Quiet Enjoyment. Tenant, on paying the rents and observing and keeping the covenants, agreements, conditions and obligations of this Lease on Tenant's part to be observed and kept, shall lawfully, peaceably and quietly hold, occupy and enjoy the Leased Premises during the Initial Term and any Renewal Term of this Lease without hindrance, molestation or interruption by Landlord. Each succeeding owner of the Leased Premises shall be deemed to have assumed and agreed to carry out for the period of its ownership all covenants and obligations of Landlord under this Lease.

14.10 Holding Over. If Tenant should remain in possession of the Leased Premises after the expiration of the term of this Lease, then such holding over shall be deemed a tenancy from month to month, subject to all of the terms, provisions, conditions and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

14.11 Force Majeure. In the event any party shall be delayed, hindered or prevented from performing any act required by this Lease by reason of strikes, lock-outs, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or any reason of a similar nature, not the fault of the delayed party, then the performance of such act shall be excused and extended for a period equal to the period of such delay. However, Tenant shall not be excused in any event from the payment of rent or other sums of money due under the terms of this Lease.

14.12 Merger Clause. This Lease contains the entire agreement between the parties and there are no agreements, representations, or warranties, oral or written, which are not set forth herein, subject only to an Indemnification and Release Agreement signed between the Landlord, Tenant and any sub-Tenant, relating to the Premises. This Lease may not be amended or revised, except by a writing signed by the parties.

14.13 Termination Right. In the event Landlord fails to perform Landlord's obligations under this Lease for fifteen (15) days after written notice or has failed to perform the same obligation on more than three separate occasions, Tenant may either (i) terminate this Lease, or (ii) perform Landlord's obligation and deduct the cost of such performance from its rent. Additionally, Tenant shall be entitled to terminate this Lease upon sixty days prior written notice if the funding of the School is materially reduced or Tenant otherwise determines, in Tenant's sole discretion, that the School is no longer economically viable.

14.14 Entire Agreement. This Agreement contains the entire agreement between the parties and there are no agreements, representations or warranties, oral or written, which are not set forth herein. This Agreement may not be amended or modified except by a writing signed by both parties. Time is of the essence.

14.15 Contingencies. Tenant's obligations pursuant to the Lease shall be contingent on (a) receipt of all required approvals by the Ohio Department of Education for the School to operate, (b) Tenant's ability to obtain a Certificate of Zoning Compliance to use the Leased Premises as an Ohio public community school and (c) Tenant's ability to obtain a Certificate of Occupancy. Landlord acknowledges and Landlord at its sole cost shall provide and install the required safety equipment and features as will be required to obtain the Certificate of Occupancy. Landlord's obligation is contingent of the successful purchase and closing of the subject real estate. In the event that the foregoing conditions are not satisfied, either party shall be entitled to terminate the Lease.

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NORTH CENTRAL OHIO
EDUCATIONAL SERVICE CENTER

By: [Signature]

Its: 6/6/13

RC Date: Sept/080

STATE OF Ohio)
)ss:
COUNTY OF Seneca)

The foregoing instrument was acknowledged before me this 6 day of June, 2013, by James A. Lahoski, as Supt/CEO of North Central Ohio Educational Service Center, an Ohio political subdivision.

(SEAL)

Kimberly A. Fisher
Notary Public
My Commission Expires: 6/14/2015
KIMBERLY S. FISHER, Notary Public
State of Ohio
My Commission Expires: 6/14/2015

Fox Investments of Ohio LLC

By: [Signature]

Its: MANAGER

Date: 5.15.13

STATE OF Ohio)
)ss:
COUNTY OF Lucas)

The foregoing instrument was acknowledged before me this 15th day of May, 2013, by Richard G. Lalley, as Manager of Fox Investments of Ohio LLC.

(SEAL)

[Signature]
Notary Public
My Commission Expires: 8-20-2014



Angela R. House Steward
Notary Public, State of Ohio
My Commission Expires 8/20/2014



SIGNATURE ASSOCIATES
 THE TEAM No Signature. No Results.

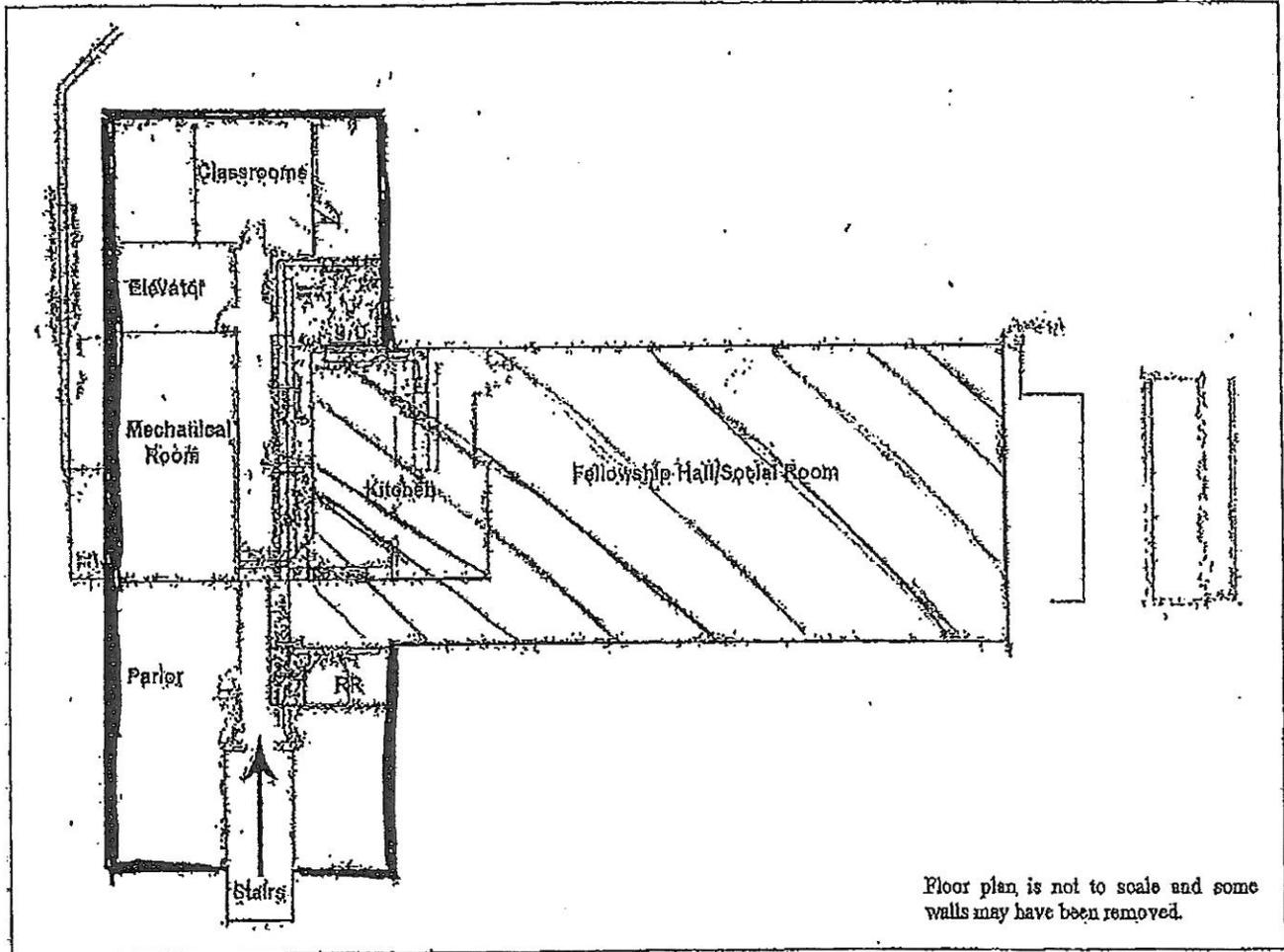


HOUSE OF WORSHIP FOR SALE

HAMPTON PARK CHRISTIAN CHURCH
4234 MONROE STREET
TOLEDO, OH 43606

Commercial Real Estate
 Brokers/Advisors
 Property Management
 Consultants

Four SeaGate
 Suite 608
 Toledo, Ohio 43604



Floor plan is not to scale and some walls may have been removed.

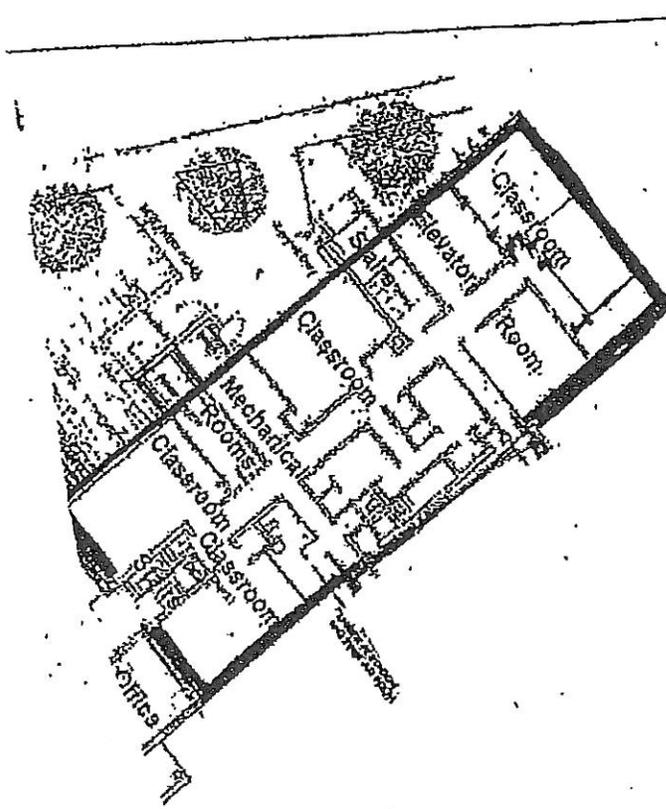
Ground Floor (Basement) Plan

EX A

For more information, contact 419-249-7070
 Megan Malczewski, CCIM 419-249-6314
mmalczewski@signatureassociates.com
 Craig Herschel 419-249-6325
cherschel@signatureassociates.com

www.signatureassociates.com

The information contained herein is from sources deemed reliable, but no warranty or representation is made as to accuracy thereof. It is subject to correction of errors, omissions, change of price prior to sale or withdrawal from market, all without notice. Further, no warranty or representation is made in regard to any environmental condition that may or may not exist.



Main Building
2nd Floor



Memroe Street

walls may

Main Floor Plan

EX A

SIGNATURE ASSOCIATES
THE TEAM No Signature. No Results.

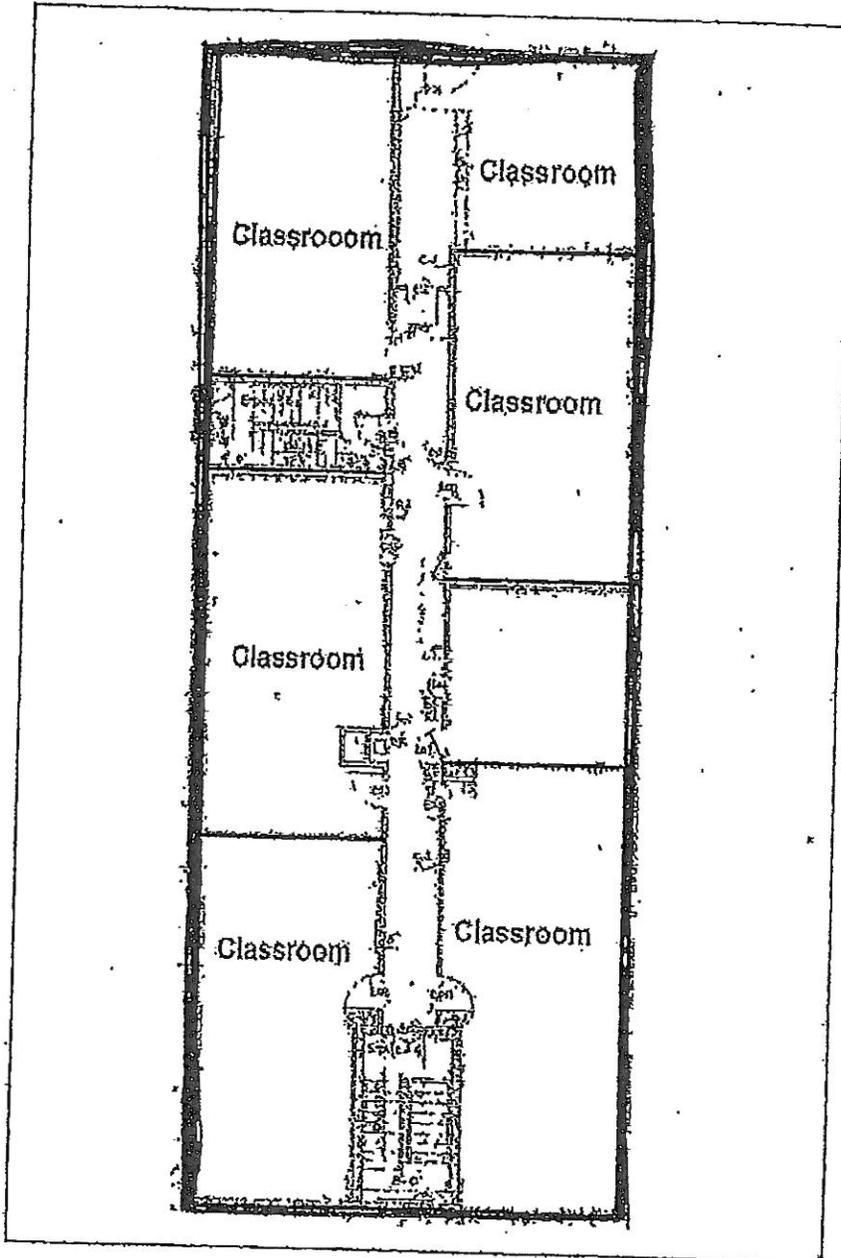
An Equal Opportunity Equal Housing Lender
CUSHMAN & WAKEFIELD
ALLIANCE

HOUSE OF WORSHIP FOR SALE

Commercial Real Estate
Brokers/Advisors
Property Management
Consultants

Four SeaGate
Suite 608
Toledo, Ohio 43604

HAMPTON PARK CHRISTIAN CHURCH
4234 MONROE STREET
TOLEDO, OH 43606



Floor plan is not to scale
and some walls may have
been removed.

Third Floor Plan

EX A

For more information, contact 419-249-7070
Megan Malczewski, CCIM 419-249-6314
mmalczewski@signatureassociates.com
Craig Herschel 419-249-6325
cherschel@signatureassociates.com

www.signatureassociates.com

The information contained herein is from sources deemed reliable, but no warranty or representation is made as to accuracy thereof. It is subject to correction of errors, omissions, change of price prior to sale or withdrawal from market, all without notice. Further, no warranty or representation is made in regard to any environmental condition that may or may not exist.

INDEMNIFICATION AND RELEASE AGREEMENT

This INDEMNIFICATION AND RELEASE AGREEMENT ("Agreement") is made and entered into to be effective as of August 1, 2013, by and between the GOVERNING BOARD OF THE NORTH CENTRAL OHIO EDUCATIONAL SERVICE CENTER, an Ohio political subdivision ("NCOESC"), Fox Investments of Ohio LLC ("Landlord"), and THE GOVERNING AUTHORITY OF HOPE LEARNING ACADEMY of Toledo, an Ohio nonprofit corporation and public community school ("School"). NCOESC, Landlord and School are also hereinafter sometimes referred to each individually as a "Party" and collectively as the "Parties".

WHEREAS, NCOESC and Landlord are tenant and landlord respectively for the premises located at 4234 Monroe Street Toledo, Ohio (the "Premises") pursuant to a Lease dated May 15, 2013 (the "Lease").

WHEREAS, NCOESC and the School are parties to a certain Sublease dated May 15, 2013 for the Premises (the "Sublease").

WHEREAS, the School desires to indemnify and release NCOESC against any obligations relating to the Sublease and to covenant to NCOESC that the School will not sue or bring any claims against NCOESC that the School may have under the Sublease.

WHEREAS, Landlord desires to covenant to NCOESC that Landlord will not sue or bring any claims against NCOESC that Landlord may have under the Lease.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, representations, warranties, covenants, agreements, and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree that the foregoing recitals are incorporated herein by reference and as follows:

1. Indemnification by the School. The School hereby irrevocably covenants and agrees to defend, indemnify, and hold harmless NCOESC and its successors, assigns, officers, members, employees, attorneys, and agents (collectively, the "Indemnitees") from and against any and all claims, actions, causes of actions, proceedings, liabilities, obligations, costs, or expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of or resulting from the Lease, the Sublease or the Premises (individually, each a "Claim" and collectively, the "Claims"), except as may arise or result directly and solely from the gross negligence or willful misconduct of NCOESC. Non-payment of rent or real estate taxes, or any other monetary obligation under the shall not be considered gross negligence or willful misconduct.

1.1 Notice of Claim. If an Indemnitee receives notice of any Claim against an Indemnitee, such Indemnitee shall give written notice to the School of such Claim. The School shall have fifteen (15) days after receipt of such notice: (a) to arrange for a full and final

settlement, compromise, dismissal of such Claim; or (b) defend such Claim and provide immediate indemnity hereunder.

1.2 **Indemnitor's Responsibility.** The School shall be fully responsible for undertaking and conducting, through counsel of its own choosing and at its own expense, the settlement or defense of all such Claims. If, in the reasonable opinion of the Indemnitees or their counsel, any Claim or the litigation or resolution thereof involves an issue or matter which could have a material adverse effect on the business, operations, assets, properties, or prospects of an Indemnatee, the Indemnitees shall have the right to control the defense, compromise, and settlement of such Claim undertaken by the School, and the reasonable cost and expenses of the Indemnitees in connection therewith shall be included as part of the indemnification obligations of the School hereunder. If the Indemnitees elect to exercise such right, the School shall have the right to participate in, but not control, the defense, compromise, and settlement of such Claim at its sole cost and expense. Any compromise or settlement of such Claim shall be subject to the approval of the School, which approval shall not be unreasonably withheld, conditioned, or delayed.

1.3 **Settlement and Compromise.** Any settlement or compromise made or caused to be made by the School of any Claim shall also be binding upon the Indemnitees in the same manner as if a final judgment or decree had been entered by a court of competent jurisdiction in the amount of such settlement or compromise; provided, however, that, without the consent of the Indemnitees (which consent may not be unreasonably withheld, conditioned, or delayed), the School shall not enter into any such settlement or compromise unless the School has obtained a complete and unconditional release of the Indemnitees.

2. **Indemnitor's Release.**

2.1 The NCOESC is the sponsor of the School under Chapter 3314 of the Ohio Revised Code.

2.2 As a result of the School being a "conversion school" (as defined in Ohio Revised Code § 3314.02(B)), NCOESC, as the School's sponsor, must have control of the Premises by virtue of a Lease.

2.3 But for Ohio Revised Code § 3314.02(B), the School would have solely entered into the Lease with the Landlord.

2.4 Notwithstanding any other provision of the Lease to the contrary, Landlord and the School each covenant and agree not to bring any claim, demand, cause of action or suit, whether at law or equity, against NCOESC relating to the Lease. However, this Agreement shall in no way impair or waive Landlord's right to bring any claim, demand, cause of action or suit, whether at law or equity, against the School or to enforce any and all other rights and remedies Landlord may have under the Lease against the School.

2.5 This Agreement shall be deemed to amend the terms of the Lease as set forth herein, and is consideration for NCOESC making this Lease possible to be entered into by the Landlord and School, among other good and valuable consideration.

3. Survival. This Agreement and the terms and provisions hereunder (including, without limitation, the covenants and agreements to release NCOESC, and to defend, indemnify, and hold harmless) shall survive in perpetuity.

4. Other Rights and Remedies Not Affected. This Agreement, the terms and provisions hereunder, and the indemnification rights of Indemnitees hereunder are independent of and in addition to any other rights and/or remedies the Indemnitees may have under contract, at law, in equity, or otherwise against the School and Landlord, as applicable, or any third party.

5. Notices. Any notice, request, demand, instruction, or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally or by a nationally recognized overnight express courier, return receipt requested, postage prepaid, and in any event addressed to the Parties as follows: (a) if to NCOESC, 928 West Market Street, Suite A, Tiffin, Ohio 44883; (b) if to Landlord, 5800 Monroe St. Bldg. F, Sylvania Ohio 43560; and (c) if to School, 4234 Monroe Street, Toledo, Ohio 43606, and the same shall be effective upon receipt if delivered personally or by overnight courier service. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

6. Entire Agreement, Amendments, and Waivers. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, whether written or oral, relating to such subject matter, and takes precedence over the Lease and Sublease to which this Agreement refers. This Agreement may not be amended, modified, or discharged nor may any of its terms be waived except by an instrument in writing signed by the Party to be bound thereby.

7. Binding Effect; Assignment; No Third Party Benefits. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties, and their respective successors and permitted assigns. No Party shall have the right to assign this Agreement and any of its rights, interests, duties, and obligations hereunder to any third party without the prior written consent of all of the other Parties. Further, this Agreement is for the sole and exclusive benefit of the Parties, and their respective successors and permitted assigns, and no third party is intended to or shall have any rights hereunder.

8. Captions. The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the sections, paragraphs, or provisions to which they apply or otherwise affect the interpretation hereof.

9. Construction of Agreement. Notwithstanding the fact that this Agreement may have been drafted or prepared by one of the Parties, the Parties confirm that they and their respective counsel have reviewed, negotiated, and adopted this Agreement as the joint agreement and understanding of the Parties. Accordingly, this Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one (1) Agreement. The

signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Telecopy signatures shall be deemed effective as originals.

11. Governing Law and Venue. This Agreement shall be deemed to have been entered into in the State of Ohio, and shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. EACH PARTY HERETO AGREES AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF COURTS LOCATED IN FRANKLIN COUNTY, OHIO FOR RESOLUTION OF ANY DISPUTES ARISING HEREUNDER.

12. Severability. If any provision of this Agreement is or shall be deemed to be illegal, invalid, or unenforceable, the remaining provisions hereof shall remain in full force and effect and interpreted as if such illegal, invalid, or unenforceable provision did not exist herein.

13. Control of Premises. In consideration of School indemnifying and releasing NCOESC and Landlord agreeing not to sue NCOESC as set forth in this Agreement, NCOESC covenants that it will permit the School, in its capacity as the tenant under the Lease, to control the future use of the premises that are the subject of the Lease pursuant to the terms of the Lease.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement to be effective as of the date set forth herein above.

NORTH CENTRAL OHIO
EDUCATIONAL SERVICE CENTER

By: James A. LaVoski

Its: Supt / CEO

Date: 6/6/13

STATE OF Ohio)
)ss:
COUNTY OF Seneca)

The foregoing instrument was acknowledged before me this 6 day of June, 2013, by James A. LaVoski, as Supt / CEO of North Central Ohio Educational Service Center, an Ohio political subdivision.

(SEAL)

Kimberly S. Fisher
Notary Public

My Commission Expires: 6/14/2015

KIMBERLY S. FISHER, Notary Public
State of Ohio

My Commission Expires: 6/14/15

Fox Investments of Ohio, LLC

By: [Signature]

Its: MANAGER

Date: 5.15.13

STATE OF Ohio)
)ss:
COUNTY OF Lucas)

The foregoing instrument was acknowledged before me this 15th day of May, 2013, by Richard C. LaValley, as Manager of Fox Investments of Ohio, LLC



Angela R. Rouse-Steward
Notary Public, State of Ohio
My Commission Expires 8/20/2014

[Signature]
Notary Public
My Commission Expires: _____

HOPE LEARNING ACADEMY of TOLEDO

By: [Signature]

Its: Superintendent

Date: 5-15-13

STATE OF Ohio)
)ss:
COUNTY OF Lucas)

The foregoing instrument was acknowledged before me this 15th day of May, 2013, by Daniel J. LaValley, as Superintendent of Hope Learning Academy of Toledo, an Ohio nonprofit corporation.



Angela R. Rouse-Steward
Notary Public, State of Ohio
My Commission Expires 8/20/2014

[Signature]
Notary Public
My Commission Expires: 8-20-2014