

Mr. Joel Scharfer  
CEO  
Charter Facilities Management LLC  
1660 Worcester Road  
Suite 103  
Framingham MA 01701

This letter will serve as the Agreement, effective February 24, 2010, between Lighthouse Academies of Arkansas ("Client") and Charter Facilities Management LLC ("Consultant") for professional services as a Consultant (also referred to as an independent contractor) to Client under the terms of this Agreement (the "Agreement"). The parties agree that the Consultant shall work with the Architect and his staff from Wittenberg, Delony & Davidson, Inc., Southern Bank Corporation, LISC and J. Green Development, the General Contractor, to complete the close out of phase one construction and the permanent financing for Jacksonville Lighthouse Charter School.

1. Deliverables: Consultant shall provide Client with the following work products:
  - o Final review and open book audit of General Contractor ("GC") claimed expenses prior to payment of the GC fee and retainage.
  - o Secure transition with leaders from construction financing to permanent financing.
  - o Negotiate and submit for Board approval, a direct landscaping contract for completing the Phase 1 landscaping.
  - o Prepare final Phase 1 final project cost summary.
  - o Process the Final Payment to the GC including the final certificate of occupancy; unconditional lean releases, all warranties, manuals and other representations, drawings and any other related materials that are required under the terms of the GC contract with the Client.
2. Term. February 24, 2010, through the completion of the work outlined in section one (1) unless terminated in accordance with Section three (3) or by mutual agreement prior to that date.
3. Termination. The Client reserves the right to terminate this agreement at any time, with or without cause. Any payments due to Consultant for the work performed up to the date of receipt of the notice of termination will be paid in full within thirty (30) days of such termination date. Such notice may be provided via regular mail, electronic mail or facsimile.
4. Payment and Expenses. Consultant shall be paid \$15,000 plus reasonable out of pocket expenses including travel, printing, postage and copying at cost plus 10%. Progress payments will be made against the scope of work with \$3,000.00 payable for each product completed in section one not to exceed \$15,000.00 total.

5. Confidentiality.

(a) Confidential Information. "Confidential Information" shall mean any information about Client, including but not limited to customer and vendor lists, business plans, methodologies, specify service area materials, financial and accounting records, and any other information which a reasonable person would deem to be confidential information or any other information which has been expressly or implicitly designated as being confidential information by Client. To the extent required by law, "Confidential Information" does not include information that is or becomes part of the public domain, unless such information became part of the public domain through Consultant's action or omission. Consultant agrees that she shall not, either during the term of this Agreement or at any time thereafter, except as required in the performance of the Services hereunder or by law (i) use or disclose any Confidential Information to third parties or (ii) remove or aid in the removal from the premises of the Client any Confidential Information or any property or material relating thereto.

(b) Delivery of Client Information and Documents. Upon the termination of the Services hereunder, or at any other time the Client may so request, Consultant will return all documents, computer disks and storage devices and other materials, and all copies thereof, which contain or embody Confidential Information which Consultant may then possess or have under her control, including all copies of such items.

6. Independent Contractor Status. The parties hereto agree that Consultant is an independent contractor, and nothing herein or in the relationship of the parties shall alter or affect such status. Without limiting the generality of the foregoing, the parties hereto acknowledge that at all times during the term of this Agreement:

- (a) Consultant shall have the right to perform services for others;
- (b) Consultant shall have the sole right to control and direct the means, manner and method by which the Services will be performed;
- (c) Consultant shall have the right to perform the Services at such places, locations or times as she shall deem appropriate;
- (d) Consultant shall furnish all equipment and resources necessary to provide the Services;
- (e) The Client shall not require Consultant to devote full time to performing the Services hereunder.

7. Non-Solicitation. Beginning as of the effective date of this Agreement, and for a period of twelve calendar months following the termination of this Agreement

(the "Non-Compete Time Period"), Consultant shall not directly or indirectly, individually or on behalf of any other person or entity, call upon, solicit, or attempt to solicit employees or clients of Jacksonville Lighthouse Charter School including potential employees or of Jacksonville Lighthouse Charter School to transfer their employment or patronage to any other individual, business, firm or entity. Consultant may not hire or contract with any Jacksonville Lighthouse Charter School employee for a period of 24 months following the termination of this Agreement.


8. Professional Services. Consultant shall perform the Services with the skill and care that would be exercised by comparable qualified professionals performing similar services.
9. Intellectual Property and Assignment of Rights. Consultant will provide the Services under this Agreement as work made for hire, and all materials, plans, designs, curriculum documents, pacing charts, presentations, and writings or compilations ("Materials") that are produced by Consultant in connection with this Agreement shall be the sole and exclusive property of the Client as certified by her signature below; however, any Materials primarily based upon previous property of Consultant shall remain the property of Consultant. All books, documents and other information provided to Consultant to assist in preparation for these services is and shall remain the property of Client and shall be returned in good condition to Client upon completion of these services.
10. Hold Harmless. Consultant irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Client and the officers, directors, trustees, employees and agents of either from and against any and all claims, liabilities, losses and expenses, including reasonable attorney fees, directly or indirectly, wholly or partly, arising from or in connection with any act or omission of Consultant in carrying out the Services described in this Agreement.
11. Enforceability. This Agreement shall be interpreted so as to be effective under applicable New York law, but if any portion hereof is prohibited or invalid, such portion shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. If any one or more of the provisions contained in this Agreement are for any reason held to be excessively broad as to duration, geographic scope, activity or subject, such provisions shall be construed by limiting and reducing them so as to remain enforceable to the maximum extent permitted under applicable law.
12. Notices. Any notice or other communications should be directed to:

If to the Client:  
Dr. Phillis Anderson  
Jacksonville Lighthouse Charter School

251 North First Street  
Jacksonville, AR 72076

If to Consultant:  
Mr. Joel Scharfer  
Charter Facilities Management LLC  
1660 Worcester Road  
Suite 103  
Framingham MA 01701

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of New York.
14. Amendments and Waivers. No amendment or waiver of this Agreement or any provision hereof shall be binding upon the party against whom enforcement of such amendment or waiver is sought unless it is made in writing and signed by or on behalf of such party. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate as a waiver by that party of the same or any subsequent breach of any provision of this Agreement by the other party.
15. Binding Effect. Assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors and administrators, successors and assigns.
16. Entire Agreement. This Agreement constitutes the final and entire agreement of the parties with respect to the matters covered hereby, and replaces and supersedes all other agreements and understandings relating thereto.

  
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Keri Urquhart  
Lighthouse Academics of Arkansas

2-24-10  
Date

  
\_\_\_\_\_  
Joel Scharfer  
Charter Facilities Management LLC  
CEO

3/3/10  
Date