

**AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT
BY AND BETWEEN
LIGHTHOUSE ACADEMIES AND
LIGHTHOUSE ACADEMIES OF ARKANSAS**

This Amendment ("Amendment") to the Business And Academic Services Agreement (the "Agreement") dated April 16, 2009 entered into by **Lighthouse Academies, Inc.**, a Delaware not for profit corporation ("Lighthouse Academies") and the **Lighthouse Academies of Arkansas**, an Arkansas non-profit corporation ("LAA " and together with Lighthouse Academies each a "Party" and collectively the "Parties") is made and entered into as of November 17 2009.

WHEREAS, the Arkansas state law requires the school district to employ all certified staff and;

WHEREAS, LAA was awarded a charter to open Jacksonville Lighthouse Charter School the "School") by the Arkansas State Board of Education on November 5, 2008 and;

WHEREAS, the parties agree that LAA should be the employ the staff at the School as recommended by Lighthouse Academies;

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, representations, warranties, conditions and agreements hereinafter expressed, the Parties agree as follows:

1. Sections 4.11 and 4.12 of the Agreement as read as follows:

4.11 Selection of Teachers and Other Personnel.

The Principal and Lighthouse Academies shall have authority and responsibility to recruit, select and hold accountable the teachers and the non-teaching staff in the School. All employees working at the School shall be employees of LAA.

4.12 Terms and Conditions of Employment of the Teachers and Non-teaching Staff.

All School staff shall be employees of Lighthouse Academies of Arkansas. Among other terms and conditions to be set by Lighthouse Academies, the Principal and the teachers and non-teaching staff shall be employed subject to the following:

- (i) selection and assignment by the Principal of staff within the School, with guidance to provided by Lighthouse Academies;
- (ii) performance reviews consistent with Lighthouse Academies' principles of accountability;

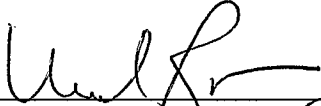
- (iii) the work year and work day and the professional development training program prior to the opening of the School envisioned by Lighthouse Academies School Design;
- (iv) attendance at and successful participation in all training conducted by Lighthouse Academies or by LAA;
- (v) continuing employment of the Principal and other personnel at the School shall be subject to an annual satisfactory evaluation regarding each staff member, which shall be completed by his/her immediate supervisor. Staff who are rated unacceptable shall be subject to termination at any time by Lighthouse Academies, upon recommendation of the Principal, or by LAA;
- (vi) Lighthouse Academies shall ensure the provision and payment of the following to or on behalf of all employees, subject to the payment by LAA to Lighthouse Academies prior to any payment of such expenses by Lighthouse Academies as stated in Sections 5.6 and 7.5 below and subject to the budget approved by the LAA Board of Trustees: salaries, benefits, worker's compensation, unemployment compensation and liability insurance.

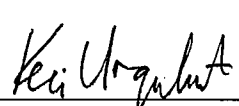
2. All other terms and conditions of the Agreement shall remain fully enforceable and in effect.

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the date first written above

LIGHTHOUSE ACADEMIES, INC.

**LIGHTHOUSE ACADEMIES OF
ARKANSAS**

By: 
Print: Michael Rinas
Title: CEO

By: 
Print: Keri Urquhart
Title: President