CONSENT TO ASSIGNMENT OF CHARTER AGREEMENT FROM BROOKSVILLE, ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION TO MID FLORIDA COMMUNITY SERVICES, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION DBA YOU THRIVE FLORIDA

This Consent to Assignment of Charter Agreement ("Assignment") is made and entered this ___ day of July, 2025 by and between Brooksville, Engineering, Science & Technology Academy, Inc., a Florida not-for-profit corporation ("BEST" or "Assignor"), Mid Florida Community Service, Inc., a Florida not-for-profit corporation dba You Thrive Florida ("You Thrive" or "Assignee"), and the Hernando County School Board, a political subdivision of the State of Florida ("School Board").

RECITALS

WHEREAS, BEST and the School Board entered into that certain Florida Standard Charter Renewal Contract dated June 30, 2023 (the "Charter") in which the School Board and BEST establishing the requirements and governance of a charter school pursuant to Chapter 1002, Florida Statutes, located at 835 School Street, Brooksville, FL 34601;

WHEREAS, BEST and You Thrive have entered into a separate written agreement regarding the merger of BEST into You Thrive, in which You Thrive will oversee the operation of the charter school, and BEST will cease to exist;

WHEREAS, as a part of the merger between BEST and You Thrive, the Charter prevents the assignment of the Charter unless the School Board consents to the assignment;

WHEREAS, the School Board consents to the Charter assignment, consistent with the terms and conditions as established in this Assignment;

WHEREAS, You Thrive and BEST agree with the terms and conditions of this Assignment; and You Thrive agrees to be substituted in place of BEST;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed between the School Board, Assignor, and Assignee as follows:

ARTICLE 1 – RECITALS

1.1 Recitals. The above recitals are incorporated herein as if stated and the parties agree to the accuracy of the recitals.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 Assignment of Assigned Contract. Assignor does hereby assign, transfer, convey, and set over unto Assignee and its successors and assigns, all of its rights, title, and interest in the

Assigned Contract effective as of the Effective Date, subject to all terms, conditions, covenants, and provisions contained in the Assigned Contract.

2.2 Acceptance and Assumption. Assignee does hereby accept assignment of the Assigned Contract and does hereby assume all of Assignor's rights, title, and interest in the Assigned Contract and agrees to perform the obligations of the charter holder under the Assigned Contract arising therefrom on and after the Effective Date.

2.3 Consent by Sponsor. The School Board hereby consents to the assignment of the Charter from Assignor to Assignee and Assignee agrees to be bound to all terms and conditions of the Charter. The Assignee further agrees to be substituted in the place of BEST for purposes under the Charter. Assignee understands and agrees that it will be subject to the same requirements and restrictions for the operation of the charter school as required by Chapter 1002, Florida Statutes, the Charter, and other public records, public funding requirements as established by state and federal law.

2.4 Representations and Warranties of Assignor. Assignor hereby represents and warrants as follows: (1)the Assignor has fulfilled, and covenants that it will fulfill when due, all obligations of the charter holder and/or School, under the Assigned Contract that were to have been observed or performed from the first day of the Assigned Contract's term, including any prior term, through the Effective Date; (2) to the best of Assignor's knowledge and belief, as of the Effective Date, there is no fact, event or condition existing, now or through the Effective Date, which, with notice or lapse of time or both, would constitute a termination, or good cause for a termination, or any breach or default thereunder; (3) to the best of Assignor's knowledge and belief, that the Assigned Contract is valid, binding and enforceable against Assignor and Sponsor in accordance with its terms; (4) to the best of Assignor's knowledge and belief, that the Assigned Contract is assignable by the Assignor to the Assignee without the consent of any third party other than Sponsor, whose consent is given herein; (5) that no monetary consideration under the Assigned Contract has been prepaid by Sponsor to Assignor; and (6) as of the Assignment Effective Date, it has transferred title and possession to all personal property associated with the School to the Assignee.

2.5 Representations and Warranties of Assignee. Assignee represents and warrants as follows: (1) it is a Florida nonprofit corporation in good standing with the State of Florida; and (2) it is a nonprofit organization as required by section 1002.33(12)(i), Florida Statutes, and as set forth in its organizational documents, which consists of its Articles of Incorporation and Bylaws (the "Assignee Organizational Documents").

2.6. Representations and Warranties of Sponsor. Sponsor, for itself, its successors and assigns, hereby represents and warrants as follows: (1) that all obligations of Assignor under the Assigned Contract that were to have been observed or performed from the first day of the Assigned Contract's term, including any prior term, through the Effective Date have in fact been observed, performed or otherwise excused, such that Assignor is not in default under, or in breach of, the Assigned Contract; (2) as of the Effective Date, there is no fact, event or condition existing, now or through the Effective Date, which, with notice or lapse of time or both, would constitute a termination, or good cause for a termination, or any breach or default thereunder; (3) that the Assigned Contract is valid, binding and enforceable against Sponsor and Assignor in accordance

with its terms; (4) that the Assigned Contract is Assignable by the Assignor to the Assignee without the consent of any third party or governmental authority other than Sponsor, whose consent is given herein; and (5) that no monetary consideration under the Assigned Contract has been prepaid by Sponsor to Assignor.

2.7 Effective Date. This Assignment shall become effective upon the date the merger between BEST and You Thrive is completed. You Thrive will notify the School Board of the anticipated closing date within ten (10) days from the date of this agreement being signed.

2.8 Contract in Good Standing. Assignor and Sponsor, to the best of their respective knowledge and belief, agree, acknowledge and reaffirm that 1) the Assigned Contract is in good standing; (2) neither the Assignor nor the Sponsor is in default of its obligations under the Assigned Contract; and (3) all covenants and obligations of the Assigned Contract have been met and/or satisfied. Assignor and Sponsor agree that, except as expressly set forth herein, the Assigned Contract is ratified and confirmed as written. This Assignment does not change any term and condition of the Charter Agreement and all terms and conditions shall remain the same.

2.9 Governing Law. This Assignment shall be construed and governed by the laws of the State of Florida. The parties agree and consent to venue solely and exclusively in the state courts of competent jurisdiction in and for Hernando County, Florida. Every term, condition, covenant, and provision of this Agreement having been negotiated in detail and at arm's length by all parties, shall be construed simply according to its fair meaning and not be construed against one party due to drafting. The use of a singular shall include the plural and vice versa. The use of the masculine, feminine, or neuter genders shall include all others. If any term, condition, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, conditions, and provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. BEST, You Thrive, and School Board hereby waive the right to a jury trial in any action, proceeding, or counterclaim (whether based on this Agreement or related issue arising hereunder) to the fullest extent allowed by law.

ARTICLE 3-AMENDMENTS TO ASSIGNED CONTRACT

3.1 Notices. The Notices provision of Section 12(K) of the Assigned Contract shall be revised to replace the notice addresses for the School with the following Mid Florida Community Service, Inc., dba You Thrive Florida, 820 Kennedy Boulevard, Brooksville, Florida 34601; with a copy to The Hogan Law Firm, Attention: Jennifer C. Rey 20 S Broad Street, Brooksville, FL 34601.

3.2 School Name and References to "School". As of the Effective Date, the charter school authorized by the Assigned Charter shall be known as You Thrive Florida and all references to the "School" in the Assigned Charter shall mean and refer to Mid Florida Community Service, Inc., a Florida dba You Thrive Florida. No later than the Effective Date, Sponsor will submit an amendment to the MSID number for the School to effectuate this name change and the other amendments set forth in this Assignment.

3.3 Appendices. Mid Florida Community Service, Inc., dba You Thrive Florida is a replication of BEST Academy. Accordingly, Appendix 2 of the Assigned Contract, relating to the Governance Documents, is replaced by the Assignee Organizational Documents.

3.4. Savings Clause. The Assigned Contract, as amended hereby, shall continue in full force and effect.

ARTICLE 4-MISCELLANEOUS PROVISIONS

4.1 Captions. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

4.2 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

4.3 Counterparts. The Agreement may be executed in several counterparts, each of which shall be deemed an original; all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Assignment and Amendment to Florida Standard Charter Renewal Contract as of the Effective Date.

BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.

By: _____
PATRICIA LAIRD, CHAIRWOMAN

Date: 7/8/2025

MID FLORIDA COMMUNITY SERVICES, INC. DBA YOU THRIVE FLORIDA, INC.

By: _____
JENNENE NORMAN-VACHA, BOARD CHAIR

Date: 7/9/25

By: _____
MATHEW KLINE, CHIEF EXECUTIVE OFFICER

Date: 7/9/2025

Hernando County School Board

_____

Signature

_____

Print Name

_____

Shannon Rodriguez, School Board Chair

_____

Date

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
7:15 am, 07/09/2025