SUMMARY

OF

ASSIGNMENT AND ASSUMPTION OF GRANT AWARD AGREEMENT

BETWEEN

CHARTER SCHOOLS USA, INC.

AND

RENAISSANCE CHARTER SCHOOL, INC.

AND CONSENTED TO BY

TRIUMPH GULF COAST, INC.,

(Project #319)

This summarizes the basic terms of an Assignment and Assumption of Grant Award Agreement (the "Assignment") that has been negotiated between the staffs of Triumph Gulf Coast, Inc. ("Triumph"), Charter Schools USA, Inc., a Delaware corporation ("Assignor Grantee"), and Renaissance Charter School, Inc., a Florida not-for-profit corporation ("Assignee Grantee"). This summary is intended for notice purposes only and (a) does not constitute an assignment or assumption of any agreement or an approval of an assignment by Triumph, and (b) does not create any binding obligations on Triumph with respect to (i) any assignment or assumption, (ii) any approval of an assignment or assumption, or (iii) engaging in any further discussions or negotiations with respect to an assignment or assumption. The final terms and conditions of the assignment and assumption will be contained in the definitive Assignment and Assumption of Grant Award Agreement approved by the Board of Directors of Triumph, Assignor Grantee, and Assignee Grantee.

SUBJECT GRANT AWARD AGREEMENT:	Grant Award Agreement dated March 8, 2024 (the Grant Award Agreement").
PROPOSED ASSIGNMENT AND ASSUMPTION:	Assignment and Assumption of Grant Award Agreement (the "Assignment")

ASSIGNMENT:

Assignor Grantee assigns and transfers to Assignee Grantee all of its right, title and interest in, to and under the Grant Award Agreement. Assignee Grantee assumes all obligations of Assignor Grantee under the Grant Award Agreement. All references in the Grant Award Agreement to the "Grantee" will hereafter be deemed references to Assignee Grantee. Assignee agrees to be bound by and perform all of the "Grantee's" covenants, duties and obligations arising under the Grant Award Agreement and to use the new form of Request for Funding attached to the Assignment.

CONSENT OF TRIUMPH: Pursuant to its rights under Section 10.6 of the Grant Award Agreement, Triumph consents to the Assignment.

OTHER TERMS AND CONDITIONS:

This is a summary only. The Assignment contains such terms and conditions as agreed to by Triumph, Assignor Grantee, and Assignee Grantee.

ASSIGNMENT AND ASSUMPTION OF GRANT AWARD AGREEMENT (Project #319)

THIS ASSIGNMENT AND ASSUMPTION OF GRANT AWARD AGREEMENT (this "Assignment") is made and entered into effective as of the Effective Date (as defined on the signature page below), by and between CHARTER SCHOOLS USA, INC., a Delaware corporation ("Assignor"), and RENAISSANCE CHARTER SCHOOL, INC., a Florida not-for-profit corporation ("Assignee"), with reference to the following facts:

A. By way of a Grant Award Agreement dated March 8, 2024, the Assignor herein and Triumph Gulf Coast, Inc., a Florida not-for-profit corporation ("**Triumph**"), are parties to that certain Grant Award Agreement (the "**Agreement**").

B. Assignor desires to assign to Assignee all of Assignor's rights and obligations under the Agreement, and Assignee desires to receive from Assignor such assignment and to assume each and all of the obligations of Assignor under the Agreement.

NOW THEREFORE, in consideration of the promises and conditions contained herein, Assigner and Assignee do hereby agree as follows:

1. <u>Assignment</u>. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in, to and under the Agreement effective as of the Effective Date.

2. <u>Assumption</u>. Assignee hereby assumes, effective as of the Effective Date, all obligations of Assignor under the Agreement, whether arising prior to or after the Effective Date.

3. <u>References to Grantee</u>. All references in the Agreement to the "Grantee" shall hereafter be deemed references to Assignee. Assignee agrees to be bound by and perform all of the "Grantee's" covenants, duties and obligations arising under the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of ______, 2025 (the "Effective Date").

ASSIGNOR:

CHARTER SCHOOLS USA, INC., a Delaware corporation.

By:	
Print Name:	
Title:	

ASSIGNEE:

RENAISSANCE CHARTER SCHOOL, INC., a Florida not-for-profit corporation,

By:	
Print Name:	
Title:	

CONSENT OF TRIUMPH

Pursuant to Section 10.6 of the Agreement (as defined above), the undersigned hereby consents to the foregoing Assignment.

TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation

Dated: _____, 2025

By:	
Print Name:	
Title: Chairman	

By:		
Print Name:		
Title: Treasurer		

ATTEST:

By:	
Print Name:	
Title: Secretary	