CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made and entered into effective this ____ day of September, 2013 ("Effective Date") by and between 2222 CRAYCROFT, LLC, an Arizona limited liability company ("Landlord") and RISING SCHOOLS, INC., an Arizona non-profit corporation ("Tenant") and GEORGE RISING and STEPHANIE RISING, husband and wife (collectively "Guarantor")

RECITALS

A. Landlord and Tenant interested into that certain Standard Office Full Service Lease Agreement dated April 12, 2013 ("Lease") regarding the business premises located at 2222 N. Craycroft Road, Suites 112 and 116, Tucson Arizona ("Premises") with that certain Personal Guaranty dated April 12, 2013 in furtherance therewith signed by Guarantor.

B. In anticipation of the commencement of the Lease and the occupancy thereof by Tenant, Landlord did commence certain construction improvements to the Premises.

C. Thereafter, based upon certain economic consequences to both Landlord and Tenant, Tenant requested and Landlord agreed to terminate the Lease prior to the occupancy of the Premises by Tenant and the obligation of Tenant to pay rent therefor.

D. Landlord and Tenant have agreed to the terms and conditions upon which the termination of the Lease shall occur and by this Agreement, Landlord and Tenant wish to memorialize same.

NOW THEREFORE, for and in consideration of the covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

RELEASE DISCHARGE AND DISMISSAL

1. The parties hereby agree that the facts set forth in the Recitals and the documents referenced therein are true and correct and, therefore, form a material part of this Agreement.

2. In consideration of the actions and forbearances called for herein, Landlord, Tenant and Guarantor, and each of them, on their own behalf and on behalf of their past, present and future members, shareholders, officers, directors, managers, affiliates, realtors, attorneys, agents, contractors, servants, representatives, assigns, beneficiaries and heirs, do hereby completely release and forever discharge each other, and their respective past, present and future members, shareholders, officers, directors, managers, affiliates, realtors, attorneys, agents, contractors, servants, representatives, assigns, beneficiaries and heirs, from and against any and all past and present claims, demands, obligations, actions, causes of action, damages, costs, losses of services, expenses, attorneys' fees and/or compensation of any kind whatsoever, known or unknown, whether based on a tort, contract, or other theory of recovery, whether for compensatory or punitive damages, which either now has, including, but not limited to, any and all claims that have or could have arisen out of the Lease or relates in any manner to the Lease and the Premises and/or any other matters, disputes or claims that involve them, as of the Effective Date.

4. Execution of this Agreement, the payment of any sums set forth herein, and the other actions the parties agree to take or forebear shall not be construed as an admission of any liability on the part of any of the parties hereto, liability therefor being expressly denied by all parties, but rather as a compromise and settlement of disputed matters and claims.

PAYMENTS, ACTIONS, AND FOREBEARANCES

5. The parties agree that Tenant shall pay Landlord the total sum of $26,733.95 ("Settlement Funds") in exchange for a termination of the Lease as of the Effective Date and full release of liability as set forth herein as of the Effective Date, with payment to be made as follows:

(a) the sum of $7,257.60 previously paid to Landlord as security deposit under the Lease is hereby release by Tenant to Landlord;

(b) the sum of $3,895.27 shall be paid by Tenant to Landlord in advance of the first day of each calendar month

for five (5) months beginning October 1, 2013 and ending February, 2014 ("Final Payment Date") with payments being mailed to Landlord c/o Vast Commercial PO Box 14980, Tucson, AZ 85732.

6. No interest shall be owed on any installment payment under either of the installment payment alternatives listed above through the Final Payment Date.

7. Neither party shall record this Agreement with the Pima County Recorder's Office or the Secretary of State, or file or record any UCC lien or any other lien that relates to this Agreement in any manner whatsoever.

CONFIDENTIALITY

8. Except as required by court order, each party, for themselves and on behalf of their respective past, present and future members, shareholders, officers, directors, managers, affiliates, realtors, attorneys, agents, contractors, servants, representatives, assigns, beneficiaries and heirs, agrees not to disclose, directly or indirectly, to any persons, entities or third parties, other than the parties to this Agreement, their attorneys and any tax advisors, accountants or financial advisors with whom any such party consults or employs, any offers or counteroffers of settlement made or received, the monetary range of the settlement in relation to claims alleged, the dollar amount of the Settlement Funds or any other statement through which the amount paid in settlement can be determined by anyone not a party to this Agreement. In the event that any party or their respective past, present and future members, shareholders, officers, directors, managers, affiliates, realtors, attorneys, agents, contractors, servants, representatives, assigns, beneficiaries and heirs, discloses, or attempts or threatens to disclose any facts, terms, or condition of the Agreement, the other parties hereto shall have the right to seek recovery of damages, or such injunctive or other equitable relief as they deem necessary. Should an action for damages or for injunctive or for other equitable relief be commenced or any action brought on this release, the prevailing parties shall be entitled to recover all reasonable costs and expenses incurred incidental thereto, including attorneys' fees.

WARRANTIES

9. All parties warrant and represent, each to the other, that they have been fully informed and have full knowledge of the terms, conditions, and effects of this Agreement, and that each has the capacity and authority to enter into and execute this Agreement.

10. All parties warrant and represent, each to the other, that no promise or inducement has been offered or made except as herein set forth.

11. The parties warrant and represent that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this Agreement and that the parties have the sole right and exclusive authority to execute this Agreement and receive the payment and take the actions specified herein, and that no party has sold or transferred any of their respective rights, title or interest in the claims, demands, obligations or cause of action referred to in this Agreement.

ATTORNEYS' FEES AND COSTS

12. Each party shall owe all attorneys' fees and costs arising from their or its own counsel in conjunction with the Agreement and the matters and documents referred to herein. In the event any action, suit or proceeding is instituted with respect to the subject matter of this Agreement or any of the transactions contemplated hereby, the party which the court of jurisdiction deems to have prevailed therein shall be entitled to recover from the other party, in addition to all other relief granted therein, the prevailing party's reasonable attorneys' fees, costs, and expenses of suit and disbursements incurred therein or in connection therewith.

ENTIRE AGREEMENT AND SUCCESSOR IN INTEREST

13. This Agreement contains the entire agreement among the parties hereto with regards to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

REPRESENTATION OF COMPREHENSION OF DOCUMENT

14. In entering into this Agreement, the parties each represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their choice, or have had a reasonable opportunity to consult the attorney of their choice with respect to this Agreement, and that the terms of this Agreement either have been completely read and explained to them by their attorneys, or that they have had a reasonable opportunity to obtain such an explanation, and that, in either event, the terms are fully understood and voluntarily accepted by them.

GENERAL CONDITIONS

15. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona.

16. Additional Documents. The parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of the Agreement. Nothing stated herein shall be construed as requiring any party hereto or any representative of any party to provide any evidence, document or testimony other than in response to legal process.

17. Agreements to Survive. All warranties, covenants, agreements, and releases contained herein shall survive this Agreement.

18. Invalid Provisions. If, after the date hereof, any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of the Agreement, such provisions shall be fully severable. In lieu thereof, there shall be added a provision as similar as terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable.

19. Effective Date of Agreement. This Agreement shall become effective following execution by the parties, each of whom has noted the date of the signing.

20. Counterparts. This Agreement may be executed in counterparts and if so executed, shall have the same force and effect as if the documents had been executed in a single part.

21. Titles, Headings, and Captions. Titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or proscribe the scope of this Agreement or the intent of any provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LANDLORD: 2222 CRAYCROFT, LLC

By: _____

Print Name: EDDY CHELNECKI

Print Title: MEMBER

TENANT: RISING SCHOOLS, INC.

By: _____

Print Name: George G. Rising

Print Title: CEO, Rising Schools Inc

GUARANTOR: GEORGE and STEPHANIE RISING

_____
George Rising

_____
Stephanie Rising