

**BOARD RESOLUTION
OF
THRIVE WITH AUTISM D/B/A THRIVE CENTER FOR SUCCESS**

WHEREAS, the Board of Directors (the “**Board**”) of Thrive With Autism d/b/a Thrive Center for Success has entered into that certain Lease Agreement with Purchase Option between Thrive With Autism Foundation (“**Landlord**”) and Thrive with Autism d/b/a Thrive Center for Success, a Texas nonprofit corporation and public open-enrollment charter school (“**Tenant**”), with an effective date of May 24, 2023 (the “**Lease**”) for the property located at Dobbin Huffsmith Road, Magnolia, Texas; and

WHEREAS, the Lease has been amended by that certain First Amendment to Lease Agreement and Purchase Option with an effective date of August 6, 2024; and

WHEREAS, the Lease has been further amended by that certain Second Amendment to Lease Agreement and Purchase Option with an effective date of July 18, 2025; and

WHEREAS, the Board now desires and agrees to approve that certain Third Amendment to Lease Agreement and Purchase Option; and

WHEREAS, the Board now desires to delegate authority to Elizabeth Goldsmith to execute said Third Amendment to Lease Agreement and Purchase Option.

NOW, THEREFORE, the Board, at a lawfully called meeting of the Board, do hereby adopt the following Resolutions:

BE IT HEREBY RESOLVED THAT:

- The recitals to these resolutions are hereby approved and incorporated herein for all purposes, including the defined terms contained therein.
- The Third Amendment to Lease Agreement and Purchase Option attached hereto as Exhibit A, is approved.
- Elizabeth Goldsmith is hereby authorized and empowered, in the name and on behalf of Thrive With Autism d/b/a/ Thrive Center for Success, to execute the Third Amendment to Lease Agreement and Purchase Option.
- All acts, transactions or agreements (not inconsistent with the provisions of these resolutions) undertaken by Ms. Goldsmith in the Tenant’s name or for its account in connection with the foregoing matters, are hereby ratified, confirmed and adopted by the Board.

PASSED AND APPROVED BY THE MAJORITY OF MEMBERS OF THE BOARD OF DIRECTORS OF THRIVE WITH AUTISM D/B/A THRIVE CENTER FOR SUCCESS AT A LAWFULLY CALLED MEETING OF THE BOARD ON THE 9th DAY OF SEPTEMBER, 2026.

[Directors’ Signature Page to Follow]

THRIVE WITH AUTISM D/B/A THRIVE CENTER FOR SUCCESS

Members Voting in Favor of Resolution:

Dr. Ann Ziker

[Dr. Ann Ziker \(Sep 14, 2026 17:46:09 CDT\)](#)

Dr. Ann Ziker, Board Chair

Not Present

Dr. Alan Seay, Vice Chair

Stacy Grimes

[Stacy Grimes \(Sep 14, 2026 14:41:57 EDT\)](#)

Stacy Grimes, Secretary

Bob Abendschein

[Bob Abendschein \(Sep 16, 2026 16:00:11 CDT\)](#)

Bob Abendschein, Board Member

Robert E. Morrison

[Robert E. Morrison \(Sep 14, 2026 17:47:23 CDT\)](#)

Robert Morrison, Board Member

Mike Feinberg

[Mike Feinberg \(Sep 14, 2026 16:13:36 CDT\)](#)

Dr. Mike Feinberg, Board Member

Exhibit A

Third Amendment to Lease (with new Amortization Schedule)

THIRD AMENDMENT TO LEASE AGREEMENT AND PURCHASE OPTION

This THIRD AMENDMENT TO LEASE AGREEMENT AND PURCHASE OPTION (as may be further amended, restated, renewed, extended and/or otherwise modified, the “**Third Amendment**”) is made and entered into effective as of September 9, 2026 (the “**Third Amendment Effective Date**”), by and between THRIVE WITH AUTISM d/b/a THRIVE CENTER FOR SUCCESS, an open-enrollment public charter school (“**Tenant**”), whose address is 32100 Dobbin Huffsmith Road, Magnolia, Texas 77354, and THRIVE WITH AUTISM FOUNDATION, a Texas nonprofit corporation (“**Landlord**”), whose address is 32100 Dobbin Huffsmith Road, Magnolia, Texas 77354. The Landlord and Tenant are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**.”

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement and Purchase Option, dated effective May 24, 2023 (the “**Lease**”); and

WHEREAS, the Lease was amended by that certain First Amendment to Lease Agreement and Purchase Option dated effective August 6, 2024 (the “**First Amendment**”); and

WHEREAS, the Lease, as amended by the First Amendment and that certain Second Amendment to Lease Agreement and Purchase Option dated effective July 18, 2025 (the “**Second Amendment**”); and

WHEREAS, the Lease, as amended by the First Amendment and the Second Amendment is now hereby amended by this the Third Amendment to Lease Agreement and Purchase Option with an effective date of September 9, 2026 (the “**Third Amendment**”), such Lease, First, Second and Third Amendments shall together be referred to herein collectively as the “Lease”;

WHEREAS, Tenant and Landlord have agreed to amend the Lease as provided below.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Landlord hereby agree as follows:

1. **Rent Schedule.** Notwithstanding anything to the contrary in the Lease, but subject to the terms and conditions of this Third Amendment, Tenant will pay “**Rent**” in the amounts listed and for the period indicated as follows:

- August 15, 2026 – November 1, 2026¹: \$ 7,666.67² per month
(Payment includes Interest Payment and EFF Payment)
- August 15, 2026 – November 1, 2026²: \$Various* per month

*See Amortization Schedule on attached Exhibit A

2. Reimbursement of Attorney Fees and Expenses. The Parties have agreed, due to delays incurred and costs associated with same as well as costs associated with the Second Amended Lien Real Estate Note (the “Lien Note”) and related expense, that Landlord (Maker under the Lien Note) shall reimburse Hil and Don Properties, L.P., (“HDP”) (the Payee under the Lien Note) its reasonable attorney fees not to exceed \$7,500 and costs and expenses of \$19,600 directly incurred or related to, applicable or arising out of the Lien Note and Lease. HDP shall accompany any request for reimbursement with appropriately detailed invoices.

3. Capitalized Terms. Any capitalized terms that are used but not defined in this Amendment will have the meanings provided in the Lease.

4. One Agreement and Remaining Terms. The Lease as amended by this Third Amendment will constitute one agreement between the Landlord and Tenant, and all references to the “Lease” in the Lease, in this Third Amendment or in any other agreement, shall include the Lease as amended by this Third Amendment. Except as specifically changed in this Third Amendment, none of the terms or conditions of the Lease are altered or impaired in any manner and all of the terms of the Lease as amended by this Third Amendment shall remain in full force and effect. Whenever the provisions of this Third Amendment are inconsistent with the terms and conditions of the Lease, the provisions herein shall control. This Third Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in any number of counterparts with the same effect as if all signatories had signed the same document. Facsimile and other electronic copies of manually signed originals shall have the same effect as manually signed originals and shall be binding on the undersigned parties. Each counterpart shall be deemed an original, but all counterparts must be construed together to constitute one and the same instrument.

(Signatures to Follow)

¹ Full and final balloon payoff of the outstanding principal and accrued interest of the Loan in the amount of **\$2,300,000** pursuant to that certain Loan Agreement dated August 6, 2024 between the Landlord as Borrower and EFF Community Ventures, Inc., shall be due and payable on or before **November 1, 2026**, as amended, and is expected to be refinanced prior to maturity.

² Full and final balloon payoff of the outstanding principal and accrued interest of the Second Amended and Restated Lien under that certain Second Amended and Restated Lien Real Estate Note and Loan Agreement dated September 9, 2026 between Thrive with Autism Foundation as Maker and Hil & Don Properties, L.P. as Payee, shall be due and payable on or before **November 1, 2026**, in the final outstanding balance of **\$ 6,513,907.62** as reflected on the amortization schedule attached as Exhibit A.

IN WITNESS WHEREOF, this Third Amendment is entered into as of the Third Amendment Effective Date.

LANDLORD:

THRIVE WITH AUSTISM FOUNDATION,
a Texas nonprofit corporation

By: _____
Elizabeth Goldsmith, President

TENANT:

**THRIVE WITH AUSTISM d/b/a THRIVE CENTER
FOR SUCESS,**
a Texas open-enrollment public charter school

By: _____
Alicia Hernandez, Principal

Exhibit A

Amortization Schedule

Thrive-Hil & Don 2nd Lien Amortization 5.28.2025 (8.5%) - REVISED 9.9.2026

Compounding Period: Monthly
 Nominal Annual Rate: 8.500%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	09/15/2025	7,247,343.81	1		
2	Payment	09/15/2025	1,000,000.00	1		
3	Payment	10/15/2025	26,030.60	1		
4	Payment	11/15/2025	26,106.52	1		
5	Payment	12/15/2025	26,182.67	1		
6	Payment	01/15/2026	26,259.03	1		
7	Payment	02/15/2026	26,335.62	1		
8	Payment	03/15/2026	26,412.43	1		
9	Payment	04/15/2026	26,489.47	1		
10	Payment	05/15/2026	26,566.73	1		
11	Payment	06/15/2026	26,644.22	1		
12	Payment	07/15/2026	26,721.93	1		
13	Payment	08/15/2026	26,799.87	1		
14	Payment	09/15/2026	26,878.03	1		
15	Payment	10/15/2026	27,147.37	1		
16	Payment	11/01/2026	6,513,907.62	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	09/15/2025				7,247,343.81
1	09/15/2025	1,000,000.00	0.00	1,000,000.00	6,247,343.81
2	10/15/2025	26,030.60	44,252.02	-18,221.42	6,265,565.23
3	11/15/2025	26,106.52	44,381.09	-18,274.57	6,283,839.80
4	12/15/2025	26,182.67	44,510.53	-18,327.86	6,302,167.66
2025 Totals		1,078,319.79	133,143.64	945,176.15	
5	01/15/2026	26,259.03	44,640.35	-18,381.32	6,320,548.98
6	02/15/2026	26,335.62	44,770.56	-18,434.94	6,338,983.92
7	03/15/2026	26,412.43	44,901.14	-18,488.71	6,357,472.63
8	04/15/2026	26,489.47	45,032.10	-18,542.63	6,376,015.26
9	05/15/2026	26,566.73	45,163.44	-18,596.71	6,394,611.97
10	06/15/2026	26,644.22	45,295.17	-18,650.95	6,413,262.92
11	07/15/2026	26,721.93	45,427.28	-18,705.35	6,431,968.27
12	08/15/2026	26,799.87	45,559.78	-18,759.91	6,450,728.18
13	09/15/2026	26,878.03	45,692.66	-18,814.63	6,469,542.81
14	10/15/2026	27,147.37	45,825.93	-18,678.56	6,488,221.37
15	11/01/2026	6,513,907.62	25,686.25	6,488,221.37	0.00
2026 Totals		6,780,162.32	477,994.66	6,302,167.66	

Thrive-Hil & Don 2nd Lien Amortization 5.28.2025 (8.5%) - REVISED 9.9.2026

GRAND TOTALS 7,858,482.11 611,138.30 7,247,343.81

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
8.495%	\$611,138.30	\$7,247,343.81	\$7,858,482.11

Board Resolution School 09.11.26 (School to Approve Third Amend Lease) (Final)

Final Audit Report

2026-09-16

Created:	2026-09-14
By:	Regina Karako (rkarako@slh-law.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABPWqF9JNg0YtZpAV7yjXMjCbpK1sWN0p

"Board Resolution School 09.11.26 (School to Approve Third Amend Lease) (Final)" History

-  Document created by Regina Karako (rkarako@slh-law.com)
2026-09-14 - 6:20:07 PM GMT
-  Document emailed to Dr. Ann Ziker (akziker@gmail.com) for signature
2026-09-14 - 6:20:13 PM GMT
-  Document emailed to Stacy Grimes (stacygrimes05@gmail.com) for signature
2026-09-14 - 6:20:13 PM GMT
-  Document emailed to Bob Abendschein (bob.abendschein@gmail.com) for signature
2026-09-14 - 6:20:13 PM GMT
-  Document emailed to Robert Morrison (robertlevi75@gmail.com) for signature
2026-09-14 - 6:20:14 PM GMT
-  Document emailed to Mike Feinberg (mfeinberg@txsvf.org) for signature
2026-09-14 - 6:20:14 PM GMT
-  Email viewed by Stacy Grimes (stacygrimes05@gmail.com)
2026-09-14 - 6:41:42 PM GMT
-  Document e-signed by Stacy Grimes (stacygrimes05@gmail.com)
Signature Date: 2026-09-14 - 6:41:57 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_TYPE
-  Email viewed by Mike Feinberg (mfeinberg@txsvf.org)
2026-09-14 - 9:13:04 PM GMT
-  Document e-signed by Mike Feinberg (mfeinberg@txsvf.org)
Signature Date: 2026-09-14 - 9:13:36 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

 Email viewed by Dr. Ann Ziker (akziker@gmail.com)

2026-09-14 - 10:44:56 PM GMT

 Email viewed by Robert Morrison (robertlevi75@gmail.com)

2026-09-14 - 10:45:56 PM GMT

 Document e-signed by Dr. Ann Ziker (akziker@gmail.com)

Signature Date: 2026-09-14 - 10:46:09 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

 Signer Robert Morrison (robertlevi75@gmail.com) entered name at signing as Robert E. Morrison

2026-09-14 - 10:47:21 PM GMT

 Document e-signed by Robert E. Morrison (robertlevi75@gmail.com)

Signature Date: 2026-09-14 - 10:47:23 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

 Email viewed by Bob Abendschein (bob.abendschein@gmail.com)

2026-09-16 - 8:59:57 PM GMT

 Document e-signed by Bob Abendschein (bob.abendschein@gmail.com)

Signature Date: 2026-09-16 - 9:00:11 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

 Agreement completed.

2026-09-16 - 9:00:11 PM GMT