

Slavic Sukharev, An Accountancy Corporation

Accounting & Taxation

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April 28, 2022

Ms. Tina Butler
Chief Operating Officer
Los Angeles Leadership Academy
2670 Griffin Avenue
Los Angeles, CA 90031

Dear Ms. Butler:

We are pleased to provide Los Angeles Leadership Academy (“Company”) with the administration and procurement of the technology equipment services described below. This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and us will be governed by the terms of this letter. The engagement will commence on or after July 1, 2022, as directed by the Company’s management and will end on June 30, 2023. The following summarizes the services (the “services”) that you are engaging us to perform:

- Procurement of the capitalized equipment including but not limited to:
 - a) Procurement;
 - b) Inventory and distribution of capitalized equipment purchased by restricted federal funds;
 - c) Support with mandatory reporting for all federal programs related to the technology

We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control system as part of this engagement.

This engagement is limited to the services described in this engagement letter. We will not perform management functions or make management decisions for you. We reserve the right to refuse to take any action that may be construed as making management decisions or performing management functions. However, we may provide advice, research materials, and recommendations to assist your management in performing its functions and making decisions within the scope of this engagement. The services will be performed based upon information you provide to us. We will not verify or audit this information. If you need our assistance with any other services, we will provide you with a separate engagement letter.

Our engagement does not include any procedures designed to detect errors, fraud, or theft. Therefore, our engagement cannot be relied upon to disclose such matters. We will perform the services under the assumption that all information you provide me is true, complete and accurate according to the documents and other information retained in your files. Our fees for the services will be billed monthly. Our engagement will not exceed \$60,000 of billable time for our services as described in this engagement for the period from July 1, 2022 through June 30, 2023. All invoices will be sent monthly and are due and payable upon presentation. A late payment charge of 1 percent per month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 30 days from the date of billing. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. This document sets forth for the entire substance of our agreement, and neither of us has relied on any promise or statement not in this document. If any portion of this document is deemed unenforceable, the remainder shall continue in full force and effect. If the above fairly states forth your understanding, please sign the enclosed copy of this letter and return it to us.

Very truly yours,

A handwritten signature in black ink, appearing to read "Slavic", with a long, sweeping horizontal stroke extending to the right.

Slavic Sukharev, CPA

AGREED TO AND ACCEPTED:

By:

Ms. Tina Butler, Chief Operating Officer

Ms. Arina Goldring, CEO