

PUBLIC DISCLOSURE COPY

Form **990**

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2022

Open to Public Inspection

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

A For the **2022** calendar year, or tax year beginning 07/01/2022 and ending 06/30/2023

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input checked="" type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization <u>ROCKY MOUNTAIN PREPARATORY SCHOOLS</u>		D Employer identification number <u>45-1203094</u>
	Doing business as		E Telephone number <u>(720) 772-4300</u>
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite <u>2480 W 26TH AVE., STE B-360</u>		G Gross receipts \$ <u>37,121,097.</u>
	City or town, state or province, country, and ZIP or foreign postal code <u>DENVER, CO 80211</u>		
	F Name and address of principal officer: <u>TRICIA NOYOLA</u> <u>2480 W 26TH AVE., STE B-360, DENVER, CO 80211</u>		

H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No	If "No," attach a list. See instructions.
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I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	J Website: <u>ROCKYMOUNTAINPREP.ORG</u>	H(c) Group exemption number
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K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other	L Year of formation: <u>2012</u>	M State of legal domicile: <u>CO</u>
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Part I Summary

1 Briefly describe the organization's mission or most significant activities: TO EDUCATE STUDENTS IN PRE-KINDERGARTEN THROUGH 5TH GRADE.

Activities & Governance	2 Check this box <input checked="" type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	3 Number of voting members of the governing body (Part VI, line 1a)	<u>7</u>
	4 Number of independent voting members of the governing body (Part VI, line 1b)	<u>7</u>
	5 Total number of individuals employed in calendar year 2022 (Part V, line 2a)	<u>372</u>
	6 Total number of volunteers (estimate if necessary)	<u>NONE</u>
	7a Total unrelated business revenue from Part VIII, column (C), line 12	<u>NONE</u>
	7b Net unrelated business taxable income from Form 990-T, Part I, line 11	<u>NONE</u>

Revenue		Prior Year	Current Year
		8 Contributions and grants (Part VIII, line 1h)	<u>31,755,203.</u>
9 Program service revenue (Part VIII, line 2g)	<u>NONE</u>	<u>24,464,302.</u>	
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<u>15,266.</u>	<u>182,780.</u>	
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<u>150,149.</u>	<u>468,216.</u>	
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<u>31,920,618.</u>	<u>37,121,097.</u>	

Expenses		Prior Year	Current Year
		13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	<u>NONE</u>
14 Benefits paid to or for members (Part IX, column (A), line 4)	<u>NONE</u>	<u>NONE</u>	
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	<u>18,375,568.</u>	<u>26,516,365.</u>	
16a Professional fundraising fees (Part IX, column (A), line 11e)	<u>NONE</u>	<u>NONE</u>	
b Total fundraising expenses (Part IX, column (D), line 25)	<u>NONE</u>		
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	<u>11,058,873.</u>	<u>8,756,461.</u>	
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<u>29,434,441.</u>	<u>35,272,826.</u>	
19 Revenue less expenses. Subtract line 18 from line 12	<u>2,486,177.</u>	<u>1,848,271.</u>	

Net Assets or Fund Balances		Beginning of Current Year	End of Year
		20 Total assets (Part X, line 16)	<u>25,759,986.</u>
21 Total liabilities (Part X, line 26)	<u>18,372,513.</u>	<u>NONE</u>	
22 Net assets or fund balances. Subtract line 21 from line 20	<u>7,387,473.</u>	<u>NONE</u>	

Part II Signature Block

Under penalties perjured by, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	<u>Yana Smith</u> Signature of officer	<u>5/8/2024</u> Date
	<u>YANA SMITH</u> Type or print name and title	<u>PRESIDENT</u>
	Print/Type preparer's name	Date

Paid Preparer Use Only	<u>ADAM R SMITH CPA</u> Firm's name	<u>05/07/2024</u> Date	<input type="checkbox"/> if self-employed	<u>P00958966</u> PTIN
	<u>FORVIS, LLP</u> Firm's address	<u>111 SOUTH TEJON, SUITE 800 COLORADO SPRINGS, CO 80903-9848</u>	Firm's EIN	<u>44-0160260</u>
			Phone no.	<u>719-471-4290</u>

May the IRS discuss this return with the preparer shown above? See instructions Yes No

For Paperwork Reduction Act Notice, see the separate instructions. Form **990** (2022)

Application for Automatic Extension of Time To File an Exempt Organization Return

▶ **File a separate application for each return.**
▶ **Go to www.irs.gov/Form8868 for the latest information.**

Electronic filing (e-file). You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits.

Automatic 6-Month Extension of Time. Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Type or print File by the due date for filing your return. See instructions.	Name of exempt organization or other filer, see instructions.	Taxpayer identification number (TIN)
	ROCKY MOUNTAIN PREPARATORY SCHOOLS	45-1203094
	Number, street, and room or suite no. If a P.O. box, see instructions.	
	2480 W 26TH AVE. SUITE B-360	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions.	
	DENVER, CO 80211	

Enter the Return Code for the return that this application is for (file a separate application for each return)

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12
Form 990-T (corporation)	07		

- The books are in the care of ▶ THE ORGANIZATION
2480 W 26TH AVE. SUITE B-360 DENVER CO 80211
Telephone No. ▶ 720 608-0219 Fax No. ▶ _____
- If the organization does not have an office or place of business in the United States, check this box
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box . If it is for part of the group, check this box and attach a list with the names and TINs of all members the extension is for.

1 I request an automatic 6-month extension of time until 05/15, 2024, to file the exempt organization return for the organization named above. The extension is for the organization's return for:

- ▶ calendar year 20 ____ or
- ▶ tax year beginning 07/01, 2022, and ending 06/30, 2023.

2 If the tax year entered in line 1 is for less than 12 months, check reason: Initial return Final return Change in accounting period

3a If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a \$	NONE
b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b \$	NONE
c Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c \$	NONE

Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-TE and Form 8879-TE for payment instructions.

Cumulative e-File History 2022

FED

Tax Return

2808VG

Return Type

990

Taxpayer

ROCKY MOUNTAIN PREPARATORY
SCHOOLS

Account

5974

Submitted Date

2023-08-02 11:26:22

Acknowledgement Date

2023-08-02 12:01:23

Status

Accepted

Submission ID

84022720232145000066

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

1 Briefly describe the organization's mission:

THE SCHOOL'S MISSION IS TO EDUCATE STUDENTS IN PRE-KINDERGARTEN THROUGH 5TH GRADE WITH THE RIGOROUS ACADEMIC PREPARATION, CHARACTER DEVELOPMENT, AND INDIVIDUALIZED SUPPORT NECESSARY TO SUCCEED IN A 4 YEAR COLLEGE AND LIFE.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [] Yes [X] No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [X] Yes [] No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 21,227,990. including grants of \$) (Revenue \$ 24,932,518.)

THE SCHOOL'S MISSION IS TO EDUCATE STUDENTS IN PRE-KINDERGARTEN THROUGH 5TH GRADE WITH THE RIGOROUS ACADEMIC PREPARATION, CHARACTER DEVELOPMENT, AND INDIVIDUALIZED SUPPORT NECESSARY TO SUCCEED IN A 4 YEAR COLLEGE AND LIFE. THE SCHOOL SERVED APPROXIMATELY, 574 STUDENTS AT CREEKSIDE, 364 STUDENTS AT SOUTHWEST, 559 STUDENTS AT FLETCHER, AND 285 STUDENTS AT BERKELEY.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.) (Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 21,227,990.

Part IV Checklist of Required Schedules

Table with 3 columns: Question ID, Question Text, and Yes/No checkboxes. Rows include questions 1 through 21 regarding organizational requirements and reporting.

Part IV Checklist of Required Schedules (continued)

Table with 3 columns: Question, Yes, No. Rows 22-38 covering various organizational requirements and schedules.

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V []

Table with 3 columns: Question, Yes, No. Rows 1a-1c regarding Form 1096, Forms W-2G, and backup withholding rules.

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return. 2a 372		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b	If "Yes," has it filed a Form 990-T for this year? <i>If "No" to line 3b, provide an explanation on Schedule O</i>		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? . .		X
b	If "Yes," enter the name of the foreign country _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d	If "Yes," indicate the number of Forms 8282 filed during the year 7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C? . .		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12 10a		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10b		
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders 11a		
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041? 12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year 12b		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans 13b		
c	Enter the amount of reserves on hand 13c		
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
b	If "Yes," has it filed a Form 720 to report these payments? <i>If "No," provide an explanation on Schedule O</i>		
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		X
17	Section 501(c)(21) organizations. Did the trust, or any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? If "Yes," complete Form 6069.		

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI [X]

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a (7), 1b (7), 2 (X), 3 (X), 4 (X), 5 (X), 6 (X), 7a (X), 7b (X), 8a (X), 8b (X), 9 (X).

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a (X), 10b, 11a (X), 11b, 12a (X), 12b (X), 12c (X), 13 (X), 14 (X), 15a (X), 15b (X), 16a (X), 16b.

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed
18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c) (3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records

DAVID XIAO 2480 W 26TH AVE, STE B-360 DENVER, CO 80211 701-330-8585

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) TRICIA NOYOLA CEO	40.00 NONE			X				226,554.	NONE	44,600.
(2) CHRISTY SADRI PRESIDENT	40.00 NONE			X				190,847.	NONE	37,972.
(3) CARA ENG - CHIEF OPERATIONS & FINANCIAL OFFICER	40.00 NONE			X				134,567.	NONE	27,269.
(4) JENNIFER REESE - MANAGING DIRECTOR OF CULTURE	40.00 NONE					X		125,981.	NONE	23,603.
(5) JULIETA GARCIA-VICENTE SCHOOL PRINCIPAL	40.00 NONE					X		121,883.	NONE	27,462.
(6) KAYLA BYLUND SCHOOL PRINCIPAL	40.00 NONE					X		123,721.	NONE	23,813.
(7) AUSTEN KASSINGER SCHOOL PRINCIPAL	40.00 NONE					X		124,251.	NONE	23,089.
(8) INDRINA KANTH CHIEF OF STAFF	40.00 NONE			X				121,952.	NONE	25,042.
(9) MAHALA SMITH MANAGING DIRECTOR OF PEOPLE	40.00 NONE					X		112,130.	NONE	21,105.
(10) CHARLOTTE BRANTLEY BOARD SECRETARY	2.00 NONE	X		X				NONE	NONE	NONE
(11) PATRICK DONOVAN BOARD PRESIDENT & TREASURER	2.00 NONE	X		X				NONE	NONE	NONE
(12) JESSICA THWAITES BOARD VICE PRESIDENT	2.00 NONE	X		X				NONE	NONE	NONE
(13) RUSSELL HEDMAN MEMBER	2.00 NONE	X						NONE	NONE	NONE
(14) JILL HAMILTON ANSCHUTZ MEMBER	2.00 NONE	X						NONE	NONE	NONE

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

Table with 7 main columns: (A) Name and title, (B) Average hours per week, (C) Position, (D) Reportable compensation from the organization, (E) Reportable compensation from related organizations, (F) Estimated amount of other compensation. Includes rows for MARLON MARSHALL and JEMAL TAKELE.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization 9

Table with 3 columns: Question number, Yes, No. Contains questions 3, 4, and 5 regarding compensation reporting.

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

Table with 3 columns: (A) Name and business address, (B) Description of services, (C) Compensation. Row 1 contains 'SEE SCHEDULE O'.

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 in compensation from the organization 5

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514				
Contributions, Gifts, Grants, and Other Similar Amounts	1a	Federated campaigns	1a								
	b	Membership dues	1b								
	c	Fundraising events	1c								
	d	Related organizations	1d	1,439,660.							
	e	Government grants (contributions) . .	1e	5,218,340.							
	f	All other contributions, gifts, grants, and similar amounts not included above .	1f	5,347,799.							
	g	Noncash contributions included in lines 1a-1f	1g	\$							
	h	Total. Add lines 1a-1f			12,005,799.						
	Program Service Revenue	2a	DISTRICT MILL LEVY	Business Code	611710	4,859,428.	4,859,428.				
b		PER PUPIL REVENUE	611710	16,520,878.	16,520,878.						
c		COLORADO PRESCHOOL FUNDING	611710	1,794,973.	1,794,973.						
d		FOOD SERVICES	611710	1,288,692.	1,288,692.						
e		STUDENT FEES	611710	331.	331.						
f		All other program service revenue									
g		Total. Add lines 2a-2f			24,464,302.						
Other Revenue		3	Investment income (including dividends, interest, and other similar amounts)			182,780.		182,780.			
	4	Income from investment of tax-exempt bond proceeds .			NONE						
	5	Royalties			NONE						
	6a	Gross rents	6a	(i) Real	(ii) Personal						
	b	Less: rental expenses	6b								
	c	Rental income or (loss)	6c	NONE	NONE						
	d	Net rental income or (loss)			NONE						
	7a	Gross amount from sales of assets other than inventory	7a	(i) Securities	(ii) Other						
	b	Less: cost or other basis and sales expenses	7b								
	c	Gain or (loss)	7c								
	d	Net gain or (loss)			NONE						
8a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	8a		NONE							
			b	Less: direct expenses	8b		NONE				
			c	Net income or (loss) from fundraising events			NONE				
			9a	Gross income from gaming activities. See Part IV, line 19	9a		NONE				
						b	Less: direct expenses	9b		NONE	
						c	Net income or (loss) from gaming activities			NONE	
			10a	Gross sales of inventory, less returns and allowances	10a		NONE				
						b	Less: cost of goods sold	10b		NONE	
						c	Net income or (loss) from sales of inventory			NONE	
			Miscellaneous Revenue	11a	EDUCATIONAL SUPPORT SERVICES	Business Code	611710	468,216.	468,216.		
b											
c											
d	All other revenue										
e	Total. Add lines 11a-11d				468,216.						
12	Total revenue. See instructions			37,121,097.	24,932,518.		182,780.				

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Table with 5 columns: (A) Total expenses, (B) Program service expenses, (C) Management and general expenses, (D) Fundraising expenses. Rows include categories like Grants, Salaries, Payroll taxes, and Total functional expenses.

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

Table with columns for (A) Beginning of year, (B) End of year, and rows for Assets (1-16), Liabilities (17-26), and Net Assets or Fund Balances (27-33). Includes sub-rows 10a, 10b, 10c and 29-32.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	37,121,097.
2	Total expenses (must equal Part IX, column (A), line 25)	2	35,272,826.
3	Revenue less expenses. Subtract line 2 from line 1	3	1,848,271.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	7,387,473.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	-6,792,426.
9	Other changes in net assets or fund balances (explain on Schedule O)	9	-2,443,138.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	NONE

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII.

- 1 Accounting method used to prepare the Form 990: Cash Accrual Other _____
If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.
- 2a Were the organization's financial statements compiled or reviewed by an independent accountant?
If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis
- b Were the organization's financial statements audited by an independent accountant?
If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis
- c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?
If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.
- 3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?
- b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits

	Yes	No
2a		X
2b	X	
2c	X	
3a		X
3b		

Form 990 (2022)

**SCHEDULE A
(Form 990)**

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

**Open to Public
Inspection**

Name of the organization

ROCKY MOUNTAIN PREPARATORY SCHOOLS

Employer identification number

45-1203094

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives (1) more than 33 1/3 % of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3 % of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990) 2022

JSA
2E1210 1.000

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Table with 7 columns: Calendar year (or fiscal year beginning in), (a) 2018, (b) 2019, (c) 2020, (d) 2021, (e) 2022, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Tax revenues levied for the organization's benefit; 3 The value of services or facilities furnished by a governmental unit; 4 Total. Add lines 1 through 3; 5 The portion of total contributions by each person; 6 Public support. Subtract line 5 from line 4.

Section B. Total Support

Table with 7 columns: Calendar year (or fiscal year beginning in), (a) 2018, (b) 2019, (c) 2020, (d) 2021, (e) 2022, (f) Total. Rows include: 7 Amounts from line 4; 8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources; 9 Net income from unrelated business activities; 10 Other income; 11 Total support. Add lines 7 through 10; 12 Gross receipts from related activities; 13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here.

Section C. Computation of Public Support Percentage

Table with 3 columns: Line number, Description, and Percentage. Rows include: 14 Public support percentage for 2022; 15 Public support percentage from 2021 Schedule A; 16a 33 1/3% support test - 2022; 16b 33 1/3% support test - 2021; 17a 10%-facts-and-circumstances test - 2022; 17b 10%-facts-and-circumstances test - 2021; 18 Private foundation.

Part III Support Schedule for Organizations Described in Section 509(a)(2)
(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II.
If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Table with 7 columns: (a) 2018, (b) 2019, (c) 2020, (d) 2021, (e) 2022, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Gross receipts from admissions, merchandise sold or services performed; 3 Gross receipts from activities that are not an unrelated trade or business; 4 Tax revenues levied for the organization's benefit; 5 The value of services or facilities furnished by a governmental unit; 6 Total; 7a Amounts included on lines 1, 2, and 3 received from disqualified persons; 7b Amounts included on lines 2 and 3 received from other than disqualified persons; 7c Add lines 7a and 7b; 8 Public support.

Section B. Total Support

Table with 7 columns: (a) 2018, (b) 2019, (c) 2020, (d) 2021, (e) 2022, (f) Total. Rows include: 9 Amounts from line 6; 10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources; 10b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975; 10c Add lines 10a and 10b; 11 Net income from unrelated business activities not included on line 10b; 12 Other income; 13 Total support.

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here.

Section C. Computation of Public Support Percentage

Table with 2 columns: Public support percentage for 2022 (line 8, column (f), divided by line 13, column (f)) and Public support percentage from 2021 Schedule A, Part III, line 15.

Section D. Computation of Investment Income Percentage

Table with 2 columns: Investment income percentage for 2022 (line 10c, column (f), divided by line 13, column (f)) and Investment income percentage from 2021 Schedule A, Part III, line 17.

19a 33 1/3% support tests - 2022. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here.

19b 33 1/3% support tests - 2021. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here.

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions.

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

Table with 3 columns: Question, Yes, No. Row 11: Has the organization accepted a gift or contribution from any of the following persons? Sub-rows 11a, 11b, 11c.

Section B. Type I Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? Row 2: Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization?

Section C. Type II Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)?

Section D. All Type III Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided? Row 2: Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? Row 3: By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year?

Section E. Type III Functionally Integrated Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions). Sub-rows a, b, c. Row 2: Activities Test. Answer lines 2a and 2b below. Sub-rows a, b. Row 3: Parent of Supported Organizations. Answer lines 3a and 3b below. Sub-rows a, b.

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (<i>explain in detail in Part VI</i>):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7 Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - <i>provide details in Part VI</i>)	5
6	Other distributions (<i>describe in Part VI</i>). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (<i>provide details in Part VI</i>). See instructions.	8
9	Distributable amount for 2022 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2022	(iii) Distributable Amount for 2022
1	Distributable amount for 2022 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2022 (reasonable cause required - <i>explain in Part VI</i>). See instructions.			
3	Excess distributions carryover, if any, to 2022			
a	From 2017			
b	From 2018			
c	From 2019			
d	From 2020			
e	From 2021			
f	Total of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2022 distributable amount			
i	Carryover from 2017 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2022 from Section D, line 7: \$			
a	Applied to underdistributions of prior years			
b	Applied to 2022 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2022, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
6	Remaining underdistributions for 2022. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
7	Excess distributions carryover to 2023. Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2018			
b	Excess from 2019			
c	Excess from 2020			
d	Excess from 2021			
e	Excess from 2022			

Schedule B (Form 990)

Department of the Treasury Internal Revenue Service

Schedule of Contributors

Attach to Form 990 or Form 990-PF. Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2022

Name of the organization

Employer identification number

ROCKY MOUNTAIN PREPARATORY SCHOOLS

45-1203094

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

[X] 501(c)(3) (enter number) organization

[] 4947(a)(1) nonexempt charitable trust not treated as a private foundation

[] 527 political organization

Form 990-PF

[] 501(c)(3) exempt private foundation

[] 4947(a)(1) nonexempt charitable trust treated as a private foundation

[] 501(c)(3) taxable private foundation

Check if your organization is covered by the General Rule or a Special Rule.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[X] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

[] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions exclusively for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an exclusively religious, charitable, etc., purpose. Don't complete any of the parts unless the General Rule applies to this organization because it received nonexclusively religious, charitable, etc., contributions totaling \$5,000 or more during the year \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it must answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization <p style="text-align: center;">ROCKY MOUNTAIN PREPARATORY SCHOOLS</p>	Employer identification number <p style="text-align: center;">45-1203094</p>
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Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	N/A <hr/> <hr/>	\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	N/A <hr/> <hr/>	\$ 150,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	N/A <hr/> <hr/>	\$ 12,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	N/A <hr/> <hr/>	\$ 4,500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	N/A <hr/> <hr/>	\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6	N/A <hr/> <hr/>	\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization <p style="text-align: center;">ROCKY MOUNTAIN PREPARATORY SCHOOLS</p>	Employer identification number <p style="text-align: center;">45-1203094</p>
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Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	N/A <hr/> <hr/>	\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
8	N/A <hr/> <hr/>	\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
9	N/A <hr/> <hr/>	\$ 75,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
10	N/A <hr/> <hr/>	\$ 1,439,660.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
11	N/A <hr/> <hr/>	\$ 265,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
12	N/A <hr/> <hr/>	\$ 6,705.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization <p style="text-align: center;">ROCKY MOUNTAIN PREPARATORY SCHOOLS</p>	Employer identification number <p style="text-align: center;">45-1203094</p>
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Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
13	N/A <hr/> <hr/> <hr/>	\$ 8,455.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
14	N/A <hr/> <hr/> <hr/>	\$ 30,241.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
	<hr/> <hr/> <hr/>	\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
	<hr/> <hr/> <hr/>	\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
	<hr/> <hr/> <hr/>	\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
	<hr/> <hr/> <hr/>	\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

ROCKY MOUNTAIN PREPARATORY SCHOOLS

Employer identification number

45-1203094

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
_____	_____ _____ _____	\$ _____	_____
_____	_____ _____ _____	\$ _____	_____
_____	_____ _____ _____	\$ _____	_____
_____	_____ _____ _____	\$ _____	_____
_____	_____ _____ _____	\$ _____	_____
_____	_____ _____ _____	\$ _____	_____
_____	_____ _____ _____	\$ _____	_____
_____	_____ _____ _____	\$ _____	_____
_____	_____ _____ _____	\$ _____	_____
_____	_____ _____ _____	\$ _____	_____

Name of organization <p style="text-align: center;">ROCKY MOUNTAIN PREPARATORY SCHOOLS</p>	Employer identification number <p style="text-align: center;">45-1203094</p>
---	---

Part III **Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor.** Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of *exclusively* religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this information once. See instructions.) \$ _____
 Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	

SCHEDULE D (Form 990)

Supplemental Financial Statements

OMB No. 1545-0047

2022

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.

Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization

Employer identification number

ROCKY MOUNTAIN PREPARATORY SCHOOLS

45-1203094

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 3 columns: Line number, (a) Donor advised funds, (b) Funds and other accounts. Rows 1-4 for aggregate values, 5-6 for donor information with Yes/No checkboxes.

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Table with 3 columns: Line number, Description, and Held at the End of the Tax Year. Rows 1-8 for various conservation easement details and monitoring information.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Table with 3 columns: Line number, Description, and Amount. Rows 1a-1b for art collection reporting, 2 for financial gain reporting.

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2022

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
a Public exhibition
b Scholarly research
c Preservation for future generations
d Loan or exchange program
e Other
4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?
b If "Yes," explain the arrangement in Part XIII and complete the following table:
Table with columns: Description, Amount
1c Beginning balance
1d Additions during the year
1e Distributions during the year
1f Ending balance
2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?
b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

Table with 6 columns: (a) Current year, (b) Prior year, (c) Two years back, (d) Three years back, (e) Four years back. Rows include: 1a Beginning of year balance, b Contributions, c Net investment earnings, gains, and losses, d Grants or scholarships, e Other expenditures for facilities and programs, f Administrative expenses, g End of year balance.

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
a Board designated or quasi-endowment %
b Permanent endowment %
c Term endowment %
The percentages on lines 2a, 2b, and 2c should equal 100%.

- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) Unrelated organizations
(ii) Related organizations

Table with 2 columns: Yes, No. Rows: 3a(i), 3a(ii), 3b

- b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Table with 5 columns: (a) Cost or other basis (investment), (b) Cost or other basis (other), (c) Accumulated depreciation, (d) Book value. Rows include: 1a Land, b Buildings, c Leasehold improvements, d Equipment, e Other.

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

Table with 3 columns: (a) Description of security or category, (b) Book value, (c) Method of valuation. Rows include (1) Financial derivatives, (2) Closely held equity interests, (3) Other (A-H), and Total.

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

Table with 3 columns: (a) Description of investment, (b) Book value, (c) Method of valuation. Rows (1) through (9) and Total.

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

Table with 2 columns: (a) Description, (b) Book value. Rows (1) through (9) and Total.

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

Table with 2 columns: (a) Description of liability, (b) Book value. Row 1 includes (1) Federal income taxes, followed by rows (2) through (9) and Total.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII.

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e) for adjustments. Total revenue reported as 37,121,097.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e) for adjustments. Total expenses reported as 35,272,826.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

SEE SUPPLEMENTAL PAGE

Part XIII Supplemental Information (continued)

SCHEDULE D, PART XI, LINE 4B

REVENUE INCLUDED ON RETURN, BUT NOT ON THE BOOKS:

1,439,660 TRANSFER OF ASSETS FROM THE RELATED ORGANIZATION

SCHEDULE D, PART XII, LINE 4B

EXPENSES INCLUDED ON RETURN, BUT NOT ON THE BOOKS:

13,836 DEPRECIATION EXPENSE

25,943 CHANGE IN ACCRUED INTEREST

39,779 TOTAL

SCHEDULE E (Form 990)

Schools

OMB No. 1545-0047

Complete if the organization answered "Yes" on Form 990, Part IV, line 13, or Form 990-EZ, Part VI, line 48.

2022

Attach to Form 990 or Form 990-EZ.

Open to Public Inspection

Go to www.irs.gov/Form990 for the latest information.

Department of the Treasury Internal Revenue Service

Name of the organization

Employer identification number

ROCKY MOUNTAIN PREPARATORY SCHOOLS

45-1203094

Part I

Table with 3 columns: Question, YES, NO. Rows include questions 1-7 regarding racial nondiscrimination policies, supplemental pages, and financial aid.

Part II **Supplemental Information.** Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable. Also provide any other additional information (see instructions).

SCHEDULE E, PART I, LINE 3

THESE POLICIES ARE AVAILABLE ON THE SCHOOL'S WEBSITE.

SCHEDULE E, PART I, LINE 4B

THE SCHOOL DOES NOT OFFER FINANCIAL ASSISTANCE TO ITS STUDENTS.

SCHEDULE E, PART I, LINE 6A

GOVERNMENT FUNDING IS RECEIVED FROM THE COLORADO DEPARTMENT OF
EDUCATION.

**SCHEDULE J
(Form 990)**

Department of the Treasury
Internal Revenue Service

Name of the organization

Compensation Information

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

Complete if the organization answered "Yes" on Form 990, Part IV, line 23.

Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

**Open to Public
Inspection**

ROCKY MOUNTAIN PREPARATORY SCHOOLS

Employer identification number

45-1203094

Part I Questions Regarding Compensation

1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- | | |
|--|--|
| <input type="checkbox"/> First-class or charter travel | <input type="checkbox"/> Housing allowance or residence for personal use |
| <input type="checkbox"/> Travel for companions | <input type="checkbox"/> Payments for business use of personal residence |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees |
| <input type="checkbox"/> Discretionary spending account | <input type="checkbox"/> Personal services (such as maid, chauffeur, chef) |

b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?

3 Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Compensation committee | <input checked="" type="checkbox"/> Written employment contract |
| <input type="checkbox"/> Independent compensation consultant | <input checked="" type="checkbox"/> Compensation survey or study |
| <input type="checkbox"/> Form 990 of other organizations | <input checked="" type="checkbox"/> Approval by the board or compensation committee |

4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

- a** Receive a severance payment or change-of-control payment? **4a** **4b**
- b** Participate in or receive payment from a supplemental nonqualified retirement plan? **4b**
- c** Participate in or receive payment from an equity-based compensation arrangement? **4c**
- If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.

Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.

5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

- a** The organization? **5a** **5b**
- b** Any related organization? **5b**
- If "Yes" on line 5a or 5b, describe in Part III.

6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

- a** The organization? **6a** **6b**
- b** Any related organization? **6b**
- If "Yes" on line 6a or 6b, describe in Part III.

7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III

8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III

9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?

	Yes	No
1a		
1b		
2		
3		
4a		<input checked="" type="checkbox"/>
4b		<input checked="" type="checkbox"/>
4c		<input checked="" type="checkbox"/>
5a		<input checked="" type="checkbox"/>
5b		<input checked="" type="checkbox"/>
6a		<input checked="" type="checkbox"/>
6b		<input checked="" type="checkbox"/>
7		
8		<input checked="" type="checkbox"/>
9		

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2022

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC and/or 1099-NEC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
1 CHRISTY SADRI PRESIDENT	(i)	190,847.	NONE	NONE	34,419.	3,553.	228,819.	
	(ii)	NONE	NONE	NONE	NONE	NONE	NONE	
2 TRICIA NOYOLA CEO	(i)	226,554.	NONE	NONE	40,859.	3,741.	271,154.	
	(ii)	NONE	NONE	NONE	NONE	NONE	NONE	
3 CARA ENG - CHIEF OPERATIONS & FINANCIAL OFFICER	(i)	134,567.	NONE	NONE	24,269.	3,000.	161,836.	
	(ii)	NONE	NONE	NONE	NONE	NONE	NONE	
4	(i)							
	(ii)							
5	(i)							
	(ii)							
6	(i)							
	(ii)							
7	(i)							
	(ii)							
8	(i)							
	(ii)							
9	(i)							
	(ii)							
10	(i)							
	(ii)							
11	(i)							
	(ii)							
12	(i)							
	(ii)							
13	(i)							
	(ii)							
14	(i)							
	(ii)							
15	(i)							
	(ii)							
16	(i)							
	(ii)							

**SCHEDULE N
(Form 990)**

Liquidation, Termination, Dissolution, or Significant Disposition of Assets

OMB No. 1545-0047

2022

**Open to Public
Inspection**

Complete if the organization answered "Yes" on Form 990, Part IV, lines 31 or 32, or Form 990-EZ, line 36.

Attach certified copies of any articles of dissolution, resolutions, or plans.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for the latest information.

Department of the Treasury
Internal Revenue Service

Name of the organization

Employer identification number

ROCKY MOUNTAIN PREPARATORY SCHOOLS

45-1203094

Part I **Liquidation, Termination, or Dissolution.** Complete this part if the organization answered "Yes" on Form 990, Part IV, line 31, or Form 990-EZ, line 36. Part I can be duplicated if additional space is needed.

1	(a) Description of asset(s) distributed or transaction expenses paid	(b) Date of distribution	(c) Fair market value of asset(s) distributed or amount of transaction expenses	(d) Method of determining FMV for asset(s) distributed or transaction expenses	(e) EIN of recipient	(f) Name and address of recipient	(g) IRC section of recipient(s) (if tax-exempt) or type of entity
	CASH	06/30/2023	11,639,345.	BOOK	20-2562193	STRIVE PREPARATORY SCHOOLS 2480 W 26TH AVE, STE B-360	501(C)(3)
	PLEDGE & ACCOUNTS RECEIVABLE	06/30/2023	1,971,484.	BOOK	20-2562193	STRIVE PREPARATORY SCHOOLS 2480 W 26TH AVE, STE B-360	501(C)(3)
	NOTES RECEIVABLE	06/30/2023	50,000.	BOOK	20-2562193	STRIVE PREPARATORY SCHOOLS 2480 W 26TH AVE, STE B-360	501(C)(3)
	PREPAID EXPENSES	06/30/2023	39,866.	BOOK	20-2562193	STRIVE PREPARATORY SCHOOLS 2480 W 26TH AVE, STE B-360	501(C)(3)
	FIXED ASSETS	06/30/2023	5,570,432.	BOOK	20-2562193	STRIVE PREPARATORY SCHOOLS 2480 W 26TH AVE, STE B-360	501(C)(3)
	ACCOUNTS PAYABLE	06/30/2023	-906,077.	BOOK	20-2562193	STRIVE PREPARATORY SCHOOLS 2480 W 26TH AVE, STE B-360	501(C)(3)
	DEFERRED REVENUE	06/30/2023	-83,332.	BOOK	20-2562193	STRIVE PREPARATORY SCHOOLS 2480 W 26TH AVE, STE B-360	501(C)(3)
	PENSION & OPED LIABILITIES	06/30/2023	-15,378,187.	BOOK	20-2562193	STRIVE PREPARATORY SCHOOLS 2480 W 26TH AVE, STE B-360	501(C)(3)

2 Did or will any officer, director, trustee, or key employee of the organization:

- a Become a director or trustee of a successor or transferee organization?
- b Become an employee of, or independent contractor for, a successor or transferee organization?
- c Become a direct or indirect owner of a successor or transferee organization?
- d Receive, or become entitled to, compensation or other similar payments as a result of the organization's liquidation, termination, or dissolution?
- e If the organization answered "Yes" to any of the questions on lines 2a through 2d, provide the name of the person involved and explain in Part III

	Yes	No
2a	X	
2b	X	
2c		X
2d		X

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule N (Form 990) 2022

Part I Liquidation, Termination, or Dissolution *(continued)*

Note: If the organization distributed all of its assets during the tax year, then Form 990, Part X, column (B), line 16 (Total assets), and line 26 (Total liabilities), should equal -0-

3	Did the organization distribute its assets in accordance with its governing instrument(s)? If "No," describe in Part III	Yes	No
		X	
4a	Is the organization required to notify the attorney general or other appropriate state official of its intent to dissolve, liquidate, or terminate?	X	
4b	If "Yes," did the organization provide such notice?		
5	Did the organization discharge or pay all of its liabilities in accordance with state laws?	X	
6a	Did the organization have any tax-exempt bonds outstanding during the year?	X	
6b	If "Yes" to line 6a, did the organization discharge or defease all of its tax-exempt bond liabilities during the tax year in accordance with the Internal Revenue Code and state laws?		
c	If "Yes" on line 6b, describe in Part III how the organization defeased or otherwise settled these liabilities. If "No" on line 6b, explain in Part III.		

Part II Sale, Exchange, Disposition, or Other Transfer of More Than 25% of the Organization's Assets. Complete this part if the organization answered "Yes" on Form 990, Part IV, line 32, or Form 990-EZ, line 36. Part II can be duplicated if additional space is needed.

1	(a) Description of asset(s) distributed or transaction expenses paid	(b) Date of distribution	(c) Fair market value of asset(s) distributed or amount of transaction expenses	(d) Method of determining FMV for asset(s) distributed or transaction expenses	(e) EIN of recipient	(f) Name and address of recipient	(g) IRC section of recipient(s) (if tax-exempt) or type of entity

2	Did or will any officer, director, trustee, or key employee of the organization:	Yes	No
a	Become a director or trustee of a successor or transferee organization?		
b	Become an employee of, or independent contractor for, a successor or transferee organization?		
c	Become a direct or indirect owner of a successor or transferee organization?		
d	Receive, or become entitled to, compensation or other similar payments as a result of the organization's significant disposition of assets?		
e	If the organization answered "Yes" to any of the questions on lines 2a through 2d, provide the name of the person involved and explain in Part III		

Part III

Supplemental Information. Provide the information required by Part I, lines 2e and 6c, and Part II, line 2e. Also complete this part to provide any additional information.

SCHEDULE N, PART I, LINE 2B

TRICIA NOYOLA IS THE CEO OF STRIVE PREPARATORY SCHOOLS DBA ROCKY MOUNTAIN
PREPARATORY SCHOOLS AS A RESULT OF THE MERGER OF THE TWO SCHOOLS.

**SCHEDULE O
(Form 990 or 990-EZ)**

Department of the Treasury
Internal Revenue Service

Name of the organization

ROCKY MOUNTAIN PREPARATORY SCHOOLS

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2022

**Open to Public
Inspection**

Employer identification number

45-1203094

FORM 990, PART III, LINE 3

ROCKY MOUNTAIN PREPARATORY SCHOOL CEASED OPERATIONS DURING THE YEAR AND
MERGED WITH STRIVE PREPARATORY SCHOOLS.

FORM 990, PART VI, SECTION B, LINE 11B

THE FORM 990 IS PREPARED BY THE ORGANIZATION'S OUTSIDE PUBLIC ACCOUNTING
FIRM BASED ON INFORMATION PROVIDED BY MANAGEMENT. ONCE A DRAFT OF THE
RETURN IS AVAILABLE, IT IS REVIEWED BY MANAGEMENT WITH ANY CHANGES OR
REVISIONS INCORPORATED INTO THE FILING. THE REVISED RETURN IS THEN
SUBMITTED TO THE BOARD OF DIRECTORS FOR THEIR REVIEW AND APPROVAL PRIOR
TO SUBMITTING TO THE IRS.

FORM 990, PART VI, SECTION B, LINE 12C

MONITORING IS PERFORMED REGULARLY BY THE OFFICERS TO IDENTIFY POTENTIAL
CONFLICTS OF INTEREST. ANY QUESTION OF A CONFLICT IS ADDRESSED WITH THE
INTERESTED PERSON, WHO IS REQUIRED TO DISCLOSE THE EXISTENCE OF ANY
FINANCIAL INTEREST AND BE AFFORDED THE OPPORTUNITY TO DISCLOSE ALL
MATERIAL FACTS TO THE BOARD. IF A CONFLICT OF INTEREST IS IDENTIFIED, THE
APPROPRIATE ACTION IS TAKEN, INCLUDING LIMITATIONS TO THE INDIVIDUAL'S
INFLUENCE ON RELATED BUSINESS MATTERS.

FORM 990, PART VI, SECTION B, LINE 15A

BOARD OF DIRECTORS EVALUATES THE CEO'S COMPENSATION BASED ON CEO'S ANNUAL
PERFORMANCE EVALUATION. THE EVALUATION PROCESS IS IN ALIGNMENT WITH THE
FOLLOWING PHILOSOPHY: CLARITY OF AND ACCOUNTABILITY TO NETWORK GOALS AND
CEO'S LEADERSHIP & MANAGEMENT OF THE SYSTEM TOWARD MEETING THOSE GOALS.
THE CEO'S COMPENSATION IS BASED ON A COMPREHENSIVE AND INCLUSIVE FEEDBACK
LOOP WITH THE PURPOSE OF ASSESSING THE CEO'S CAPABILITIES AND THE

**SCHEDULE O
(Form 990 or 990-EZ)**

Department of the Treasury
Internal Revenue Service

Name of the organization

ROCKY MOUNTAIN PREPARATORY SCHOOLS

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2022

**Open to Public
Inspection**

Employer identification number

45-1203094

NETWORK'S CURRENT AND FUTURE NEEDS. THE CEO AND PRESIDENT DETERMINE THE
COMPENSATION OF THE OTHER OFFICERS OF RMP.

FORM 990, PART VI, SECTION C, LINE 19

THE DOCUMENTS ARE READILY AVAILABLE TO THE PUBLIC UPON REQUEST.

FORM 990, PART XI, LINE 8

PRIOR PERIOD ADJUSTMENT:

(6,792,426) CHANGE IN PENSION AND OPEB LIABILITY IN ACCORDANCE WITH
GASB 68 AND 75 THAT WAS NOT RECORDED ON THE PRIOR
YEAR FORM 990

FORM 990, PART XI, LINE 9

OTHER CHANGES IN NET ASSETS:

460,213 CHANGE IN PENSION AND OPEB LIABILITY
IN ACCORDANCE WITH GASB 68 AND 75
(2,903,351) TRANSFER TO AFFILIATE IN MERGER
(2,443,138) TOTAL

Name of the organization

Employer identification number

ROCKY MOUNTAIN PREPARATORY SCHOOLS**45-1203094**

FORM 990, PART VII-COMPENSATION OF THE 5 HIGHEST PAID IND. CONTRACTORS

NAME AND ADDRESS	DESCRIPTION OF SERVICES	COMPENSATION
SLA MANAGEMENT INC 601 SOUTH LAKE DESTINY DR SUITE 405 MAITLAND, FL 32751	FOOD SERVICE	1,414,611.
DENVER PUBLIC SCHOOLS 1860 LINCOLN STREET 11TH FLOOR DENVER, CO 80203	SCHOOL DISTRICT SERV	1,307,161.
AURORA PUBLIC SCHOOLS 15701 E. 1ST AVENUE SUITE 106 AURORA, CO 80011	SCHOOL DISTRICT SERV	684,839.
SERVICE READY, LLC 5310 WARD RD STE G07 ARVADA, CO 80002	MAINTAINANCE/REPAIR	507,070.
SCOOT EDUCATION 5670 WILSHIRE BOULEVARD STE 1970 LOS ANGELES, CA 90036	SUBSTITUTE TEACHING	328,239.

**SCHEDULE R
(Form 990)**

Department of the Treasury
Internal Revenue Service

Name of the organization

Related Organizations and Unrelated Partnerships

Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.

Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

**Open to Public
Inspection**

Employer identification number

45-1203094

ROCKY MOUNTAIN PREPARATORY SCHOOLS

Part I Identification of Disregarded Entities. Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					

Part II Identification of Related Tax-Exempt Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
(1) RMP BUILDING CORPORATION 82-4211263 2480 W. 26TH AVE, B-360 DENVER, CO 80211	REAL ESTATE	CO	501(C)3	LINE 12	RMP SCHOOLS	X	
(2)							
(3)							
(4)							
(5)							
(6)							
(7)							

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule R (Form 990) 2022

Part III Identification of Related Organizations Taxable as a Partnership. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512 - 514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V - UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
							Yes	No		Yes	No	
(1)												
(2)												
(3)												
(4)												
(5)												
(6)												
(7)												

Part IV Identification of Related Organizations Taxable as a Corporation or Trust. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity?	
								Yes	No
(1)									
(2)									
(3)									
(4)									
(5)									
(6)									
(7)									

Part V Transactions With Related Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

	Yes	No
1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?		
a Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity		X
b Gift, grant, or capital contribution to related organization(s)		X
c Gift, grant, or capital contribution from related organization(s)	X	
d Loans or loan guarantees to or for related organization(s)		X
e Loans or loan guarantees by related organization(s)		X
f Dividends from related organization(s)		X
g Sale of assets to related organization(s)		X
h Purchase of assets from related organization(s)		X
i Exchange of assets with related organization(s)		X
j Lease of facilities, equipment, or other assets to related organization(s)		X
k Lease of facilities, equipment, or other assets from related organization(s)	X	
l Performance of services or membership or fundraising solicitations for related organization(s)		X
m Performance of services or membership or fundraising solicitations by related organization(s)		X
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)		X
o Sharing of paid employees with related organization(s)		X
p Reimbursement paid to related organization(s) for expenses		X
q Reimbursement paid by related organization(s) for expenses		X
r Other transfer of cash or property to related organization(s)		X
s Other transfer of cash or property from related organization(s)		X

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

(a) Name of related organization	(b) Transaction type (a - s)	(c) Amount involved	(d) Method of determining amount involved
(1) RMP BUILDING CORPORATION	C	1,397,796.	FMV
(2) RMP BUILDING CORPORATION	K	274,986.	FMV
(3)			
(4)			
(5)			
(6)			

Part VI **Unrelated Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512 - 514)	(e) Are all partners section 501(c)(3) organizations?		(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V - UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
				Yes	No			Yes	No		Yes	No	
(1)													
(2)													
(3)													
(4)													
(5)													
(6)													
(7)													
(8)													
(9)													
(10)													
(11)													
(12)													
(13)													
(14)													
(15)													
(16)													

Part VII Supplemental Information

Provide additional information for responses to questions on Schedule R. See instructions.

Electronic Filing Information: PDF attachments Included in this Return

Tax Year: 2022 **Jurisdiction:** Federal
Name: ROCKY MOUNTAIN PR **No of Attachments:** 1
Return No: E2808VG2

PDF Attachment Description	PDF File Name	File Size
RMP Articles of Merger	E2808VG2_FE_RMP Articles of Merger.pdf	2,097,860

Document processing fee
If document is filed on paper
If document is filed electronically
Fees & forms/cover sheets are
subject to change.

\$150.00
Currently Not Available

20231423215
\$150.00
SECRETARY OF STATE
04/20/2023 15:38:20

To file electronically, access instructions
for this form/cover sheet and other
information or print copies of filed
documents, visit www.coloradosos.gov
and select Business.

Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Merger
(Surviving Entity is a Domestic Entity)
filed pursuant to § 7-90-203.7 of the Colorado Revised Statutes (C.R.S.)

1. For each merging entity, its ID number (if applicable), entity name or true name, form of entity, jurisdiction under the law of which it is formed, and principal address are

ID Number	<u>2011134597</u> <small>(Colorado Secretary of State ID number)</small>
Entity name or true name	<u>Rocky Mountain Preparatory Schools</u>
Form of entity	<u>Nonprofit Corporation</u>
Jurisdiction	<u>Colorado</u>
Street address	<u>600 Grant Street</u> <small>(Street number and name)</small>
	<u>Suite 700</u>
	<u>Denver</u> <u>CO</u> <u>80203</u> <small>(City)</small> <small>(State)</small> <small>(ZIP/Postal Code)</small>
	_____ <u>US</u> _____ <small>(Province - if applicable)</small> <small>(Country)</small>
<u>Mailing address</u> (leave blank if same as street address)	_____ <small>(Street number and name or Post Office Box information)</small>

	_____ <small>(City)</small> _____ <small>(State)</small> _____ <small>(ZIP/Postal Code)</small>
	_____ <small>(Province - if applicable)</small> _____ <small>(Country)</small>

ID Number	_____ <small>(Colorado Secretary of State ID number)</small>
Entity name or true name	_____
Form of entity	_____
Jurisdiction	_____

Street address

(Street number and name)

(City) *(State)* *(ZIP/Postal Code)*

(Province – if applicable) *(Country)*

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) *(State)* *(ZIP/Postal Code)*

(Province – if applicable) *(Country)*

ID Number

(Colorado Secretary of State ID number)

Entity name or true name

Form of entity

Jurisdiction

Street address

(Street number and name)

(City) *(State)* *(ZIP/Postal Code)*

(Province – if applicable) *(Country)*

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) *(State)* *(ZIP/Postal Code)*

(Province – if applicable) *(Country)*

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- There are more than three merging entities and the ID number (if applicable), entity name or true name, form of entity, jurisdiction under the law of which it is formed, and the principal address of each additional merging entity is stated in an attachment.

2. For the surviving entity, its entity ID number (if applicable), entity name or true name, form of entity, jurisdiction under the law of which it is formed, and principal address are

ID Number

20051063334
(Colorado Secretary of State ID number)

Entity name or true name

STRIVE Preparatory Schools

Form of entity Nonprofit Corporation

Jurisdiction Colorado

Street address 2480 W 26th Ave
(Street number and name)
Ste 360B
Denver CO 80211
(City) (State) (ZIP/Postal Code)
US
(Province – if applicable) (Country)

Mailing address
 (leave blank if same as street address) (Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province – if applicable) (Country)

3. Each merging entity has been merged into the surviving entity.

4. (If the following statement applies, adopt the statement by marking the box.)

The plan of merger provides for amendments to a constituent filed document of the surviving entity and an appropriate statement of change or other document effecting the amendments will be delivered to the Secretary of State for filing pursuant to Part 3 of Article 90 of Title 7, C.R.S.

5. (If the following statement applies, adopt the statement by marking the box and state the appropriate document number(s).)

One or more of the merging entities is a registrant of a trademark described in a filed document in the records of the secretary of state and the document number of each filed document is

Document number _____
 Document number _____
 Document number _____

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

There are more than three trademarks and the document number of each additional trademark is stated in an attachment.

6. (If applicable, adopt the following statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are 07/01/2023 12:00AM
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing this document to be delivered for filing are

<u>Lindgren</u>	<u>Karla</u>	<u>Rocio</u>	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>2480 W 26th Ave</u>			
<small>(Street number and name or Post Office Box information)</small>			
<u>Ste 360B</u>			
<u>Denver</u>	<u>CO</u>	<u>80211</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
	<u>US</u>		
<small>(Province – if applicable)</small>	<small>(Country)</small>		

(If applicable, adopt the following statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

**PLAN OF MERGER of
STRIVE PREPARATORY SCHOOLS (D/B/A STRIVE PREP)
And
ROCKY MOUNTAIN PREPARATORY SCHOOL (D/B/A ROCKY MOUNTAIN PREP)**

This Plan of Merger is made on August 3, 2023 (“Plan of Merger”) by STRIVE Preparatory Schools (D/B/A STRIVE Prep) (“STRIVE”) and Rocky Mountain Preparatory School (D/B/A/ Rocky Mountain Prep) (“RMP”), each being a Colorado non-profit corporation and Colorado public charter school network (referred to individually as “Party” or collectively as the “Parties”), acting pursuant to Section 7-131-100, et. seq., of the Colorado Revised Statutes (“C.R.S.”), with regards to a proposed merger of these separate entities into one surviving corporation, STRIVE (also referred to hereinafter as “Surviving Corporation”). The disappearing corporation is RMP (also referred to hereinafter as “Disappearing Corporation”).

RECITALS

WHEREAS, the Parties each presently exist as distinct and separate corporations and public charter school networks, each holding multiple charter contracts and operating multiple public charter schools (each a “School” or “Schools”) in the state of Colorado;

WHEREAS, RMP is a Colorado non-profit with no members and STRIVE is a Colorado non-profit with no members;

WHEREAS, the Parties now desire the advantages of being merged together as a single, public charter school network;

NOW, THEREFORE, in consideration of the mutual covenants, representations, and agreements contained herein, the Parties, intending to be legally bound hereby, agree to and enter into the following Plan of Merger:

I. Plan of Merger

1. Subject to the terms and conditions contained herein, and any applicable laws of the State of Colorado, once approved by each Party’s board of directors, all pre-conditions are met or waived, and the Statement of Merger is filed, upon the merger effective date of July 1, 2023 (the “Merger Effective Date”), the Disappearing Corporation will be legally merged into the Surviving Corporation (the “Merger”).
2. The Plan of Merger must be formally approved by the Boards of Directors of each of the Parties, demonstrated by a resolution to approve this Plan of Merger that will be executed by the appropriate representative of each of the Parties’ Board of Directors and attached hereto and incorporated herein.

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3. If either of the Parties' Board of Directors does not approve this Plan of Merger, then the Plan of Merger is of no effect.

II. Purpose of this Proposed Merger

1. The Purpose of this proposed Merger is as follows:
 - a. To more effectively and efficiently fulfill each Party's vision, mission, and purpose;
 - b. To operate and manage the separate Schools and to carry out the educational mission and vision of the Schools, as one charter school network governed by a singular board of directors, which will be the Surviving Corporation's board of directors, and to better ensure student matriculation from one grade level or School to the next within a cohesive school network;
 - c. The Surviving Corporation will be responsible for maintaining and providing the highest quality of educational services to the students and families attending all of the Schools in the charter school network affected by this Merger;
 - d. To create more efficiency by combining the funding and resources of the separate charter school networks into the Surviving Corporation, which will make necessary and appropriate expenditures from any lawful source for central office purposes and to allocate funds among the Schools that the Surviving Corporation operates, as permitted by applicable law and consistent with the terms of each School's charter school contract;
 - e. To have the Surviving Corporation hold each charter contract for the Schools in the network and to be responsible for the duties and obligations, and to benefit from the rights and powers, granted thereunder or under applicable laws and regulations;
 - f. To empower the Surviving Corporation to do any and all acts suitable or incidental to any of the foregoing purposes to the fullest extent permitted by law, and to empower the board of directors of the Surviving Corporation to take actions, within its lawful discretion, that will advance the mission and purpose of each School and the charter school network as a whole, and to exercise any and all powers, rights, and privileges granted under applicable laws, regulations, contracts, governing documents, or other applicable, legal instruments.

III. Articles of Incorporation and Bylaws

1. If this Plan of Merger is approved by the Parties, and all pre-conditions are met or waived, as of the Merger Effective Date, the Articles of Incorporation and the Bylaws of the Surviving Corporation shall govern the Surviving Corporation until thereafter amended in accordance with the terms thereof or as provided by applicable law.

IV. Board of Directors

1. If this Plan of Merger is approved by the Parties, and all pre-conditions are met or waived, as of the Merger Effective Date, the directors and officers of the Board of Directors of the Surviving Corporation shall be the directors and officers, respectively, of the Surviving

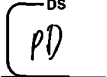

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Corporation until their successors have been duly elected, appointed or qualified or until a vacancy occurs, in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

V. Terms and Pre-Conditions of Merger

1. The Parties do hereby agree to work collaboratively with one another towards the consummation of the Merger. The representatives of both Parties agree to keep in regular communication with each other about issues that arise.
2. The Surviving Corporation and Disappearing Corporation agree to work together to coordinate any Merger announcements or other communications to ensure the accurate messaging that this Merger is a collaborative process and is being contemplated to better serve the best interests of the students, families, Parties and the Schools.
3. The following are mutually agreed upon pre-conditions, which must be met by both Parties prior to June 30, 2023 (the "Termination Date"):
 - a. The Parties have received and reviewed an Agreement of Merger ("Agreement") which is attached to this Plan of Merger as Exhibit A and incorporated hereto by reference. By approving this Plan of Merger, each Party's Board of Directors does hereby authorize its respective chief executive officer¹ to update and execute the Agreement without further approval by the Board of Directors, which Agreement shall at a minimum, and without limitation, contain the following additional terms and conditions of the Merger:
 - i. Any pre-conditions, including relevant deadlines, to be met prior to the Termination Date, including without limitation, any requisite third-party approvals, stakeholder input, mandatory disclosures, document/records sharing and review, financial reviews or audits, notification and updates, as applicable, to authorizer(s), and any other pre-conditions mutually agreed to in the Agreement of Merger;
 - ii. The nature of any shared services, if any, to be provided by one party to the other during the course of time prior to the Merger Effective Date;
 - iii. Any issues related to facilities and/or facility financings;
 - iv. The representations and warranties of each Party to the other including, without limitation, with respect to current state of its affairs and the correctness and veracity of any documents/records or information shared;
 - b. The Parties agree to each name representatives to form a Systems Integration Team and to participate in a Systems Integration Process, a process that will be jointly agreed upon no later than October 1, 2022 or as set forth in the Agreement of Merger. Pursuant to the restrictions and guidelines of relevant data sharing laws, regulations and policies, both Parties commit to provide the necessary data to support the

¹ One or more parties may have an interim Chief Executive Officer, and it is understood that such individual will be granted the authority of the position stated herein and in any related or incorporated documents.

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integration process and to provide the staff time and resources to support the integration work and to engage stakeholders as appropriate throughout the process.

- c. STRIVE will communicate and send, in advance of public distribution, to RMP any plans and communications regarding closures and consolidations of STRIVE schools and STRIVE agrees not to make any formal decisions without prior notice to RMP. The Parties acknowledge and agree that any closure plans will be effectuated in accordance with any applicable legal and/or charter contract requirements.
4. The Surviving Corporation agrees to the following²:
 - a. It is agreed that prior to June 30, 2025 the Surviving Corporation shall not change the name of a School, unless the Surviving Corporation first completes a process through which it engages and receives feedback from the affected School's community. The Surviving Corporation may, at any time, add additional branding to the name of a School (i.e. "a STRIVE Prep School") without it being considered a name change.
 - b. To employ the Disappearing Corporation's CEO as the Surviving Corporation's CEO effective at the latest July 1, 2023, or an earlier date agreed upon by all Parties, subject to the terms and conditions of the CEO's employment agreement, including any "at-will" employment provisions:
 5. Prior to the Merger Effective Date and consistent with the STRIVE Prep Bylaws, Articles of Incorporation and relevant laws with regard to Board membership, the Parties, as part of the Systems Integration Process and through the Systems Integration Team, will collaboratively determine the makeup of the Surviving Corporation's board, with the Surviving Corporation's board holding all final decision-making authority regarding its board's composition.
 6. Both Parties agree to comply with all applicable state and federal rules and regulations, including without limitation the Family Educational Rights Protection Act of 1974, 20 U.S.C. § 1232(g); 34 CFR Part 99 ("FERPA"). Student records are defined for purposes of this Plan of Merger in the same manner as defined under FERPA. The Parties recognize and agree that, for purposes of FERPA, the Parties each have a legitimate educational interest to disclose a student's educational record as needed to carry out this Plan of Merger, and in connection herewith, the Parties define "school officials" and "legitimate educational interest" as permitted by FERPA, broadly enough to permit the carrying out of this Plan of Merger.

VI. Effect of Merger

1. If this Plan of Merger is approved by each Party's Boards of Directors, as required by Section 7-31-101 of the Colorado Revised Statutes, then once all pre-conditions are met or waived or deemed met or waived, and no sooner than April 1, 2023, the Surviving Corporation shall promptly file a Statement of Merger with the Colorado Secretary of State in accordance with

² Additional items may be added in the Agreement or as agreed to by the Parties.

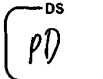

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Section 7-90-203.7 of the Colorado Revised Statutes with a delayed effective date of July 1, 2023.

2. Upon acceptance by the Colorado Secretary of State of the Statement of Merger, and as of the Merger Effective Date, unless terminated in accordance with the provisions of this Plan of Merger, the Disappearing Corporation shall be merged into the Surviving Corporation, which shall continue as a Colorado non-profit corporation and public charter school network, and the separate existence of the Disappearing Corporation shall cease, and at such time the Disappearing Corporation grants, and the Surviving Corporation shall possess, all rights, powers, duties, obligations, privileges, immunities, assets, debts, liabilities, franchises, entitlements, or the like of the Disappearing Corporation, without further legal action or approvals. Any reference herein to any specific rights, powers, duties, obligations, privileges, immunities, assets, debts, liabilities, franchises, entitlements, or the like shall not operate as a limitation.
3. The Surviving Corporation, for the Disappearing Corporation, will continue to be subject to all of the duties and responsibilities of a corporation organized under the Colorado Nonprofit Corporation Act, and under applicable provisions of the Colorado Charter Schools Act, or any other applicable law.
4. The Surviving Corporation shall also possess all of the rights, privileges, immunities, and franchises, of a public as well as a private nature, of the Disappearing Corporation; and all property, real, personal, and mixed, all debts due on whatever account, all other causes in action, or any other obligations of the Disappearing Corporation shall be deemed assumed by and vested in the Surviving Corporation without further act or deed; and the title to any real estate or any interest therein vested in either of the Parties shall not revert or be in any way impaired by reason of this Merger.
5. In accordance with Section 7-90-204 of the Colorado Revised Statutes, the Surviving Corporation will assume the contracts, liabilities, and obligations of the Disappearing Corporation, and this grant by the Disappearing Corporation or assumption by the Surviving Corporation will not constitute a conveyance, transfer, sale of assets, or assignment, nor trigger any third party rights to approve the same, unless certain contract provisions or reversions or other forms of legal limitations attach conditions or consequences specifically to mergers. All contracts, agreements, easements, licenses, or any other obligation including, without limitation, the charter contracts, of the Disappearing Corporation will be assumed by the Surviving Corporation and will not be terminated, vacated, or otherwise eliminated as a result of this Merger.

VII. Abandonment and Termination

1. The proposed Merger may be abandoned at any time on or prior to June 30, 2023 at 11:59 PM for any reason by either the Disappearing Corporation or the Surviving Corporation by resolution of the Party's Boards of Directors, a notice and copy of which shall be provided to



INITIALS  

the other Party in writing (“Notice of Termination”). If either Party provides said Notice of Termination, then this Plan of Merger, including the Agreement or any other incorporated documents, shall be immediately terminated and each Party will continue its separate existence without penalty or further obligation from one Party to the other, except to the extent a provision is designed to survive the termination hereof.

2. After 11:59 PM on June 30, 2023, if neither party has provided a Notice of Termination to the other Party, then each Party will be deemed to have consented to the consummation of the Merger, and all pre-conditions will be deemed to have been met or waived.
3. The proposed Merger shall be deemed abandoned if the Statement of Merger is not filed with the Colorado Secretary of State by 5 p.m. on July 1, 2023.
4. If the Merger is terminated after the Statement of Merger is filed with the Colorado Secretary of State and before the Merger Effective Date, then the Surviving Corporation shall file a Statement of Correction in order to effectuate a withdrawal of the Merger.
5. Nothing herein shall be construed to inhibit the Parties’ ability to mutually agree to terminate this Plan of Merger or the Merger at any time prior to the Merger Effective Date, or to mutually agree to accelerate the Merger Effective Date to an earlier date.

VIII. Miscellaneous



1. This Plan of Merger shall constitute the full, entire and complete agreement between the Parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Plan of Merger. This Plan of Merger may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Parties in writing, executed by both Parties.
2. No waiver of any provision of or default under this Plan of Merger shall be deemed or shall constitute a waiver of any other provision or default unless expressly stated in writing.
3. If any provision or any part of this Plan of Merger is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Plan of Merger and all such provisions shall remain in full force and effect.
4. This Plan of Merger is not intended to create any rights of a third party beneficiary.
5. This Plan of Merger does not in any way restrict or waive either party’s immunities, including without limitation governmental immunity.
6. This Plan of Merger is made and entered into in the State of Colorado and shall be interpreted according to and governed by the laws of that state. Any action arising from this Plan of Merger shall be brought in a court of competent jurisdiction in Denver County, Colorado.

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7. All notices required or permitted to be given under this Plan of Merger shall be given in writing and shall be effective when received by (i) personal delivery, (ii) electronic transmission (including without limitation e-mail) if verified by a written or electronic record of the transmission, or (iii) courier (including without limitation FedEx) or U.S. Mail; provided that any such communication is addressed to the Party's then current CEO or Board Chairperson at their respective addresses and/or e-mails through which communications with that Party has been established, or to such other address as either Party may later specify in writing to the other Party.

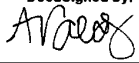
8. This Plan of Merger may be executed electronically and in any number of counterparts, each of which shall be an original, but all of which together shall constitute one agreement.

[Signature page follows]

INITIALS  

IN WITNESS WHEREOF, STRIVE and RMP, each being a Party to this Plan of Merger, have caused this Plan of Merger to be approved by their respective boards of directors, and having so accomplished do now sign and agree to be bound by this Plan of Merger. By executing this Plan of Merger the respective board presidents do represent that all respective pre-requisites for approval have been met and they are duly authorized to sign and agree to this Plan of Merger, attested to by the board secretary of each Party.

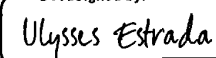
STRIVE Prep

DocuSigned by:

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(Board President Signature)

Amber Valdez

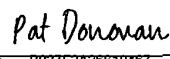
(Board President Printed Name)

Date: 11/17/2022

Attest:
DocuSigned by:

419DBBF2087040A...
(Board Secretary)

Date: 11/20/2022

Rocky Mountain Prep

DocuSigned by:

B027E2A26610467...
(Board President Signature)

Pat Donovan

(Board President Printed Name)

Date: 11/14/2022

Attest:
DocuSigned by:

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(Board Secretary) Partner

Date: 12/7/2022

EXHIBIT A: AGREEMENT OF MERGER

**STRIVE PREPARATORY SCHOOLS (D/B/A STRIVE PREP)
And
ROCKY MOUNTAIN PREPARATORY SCHOOL (D/B/A ROCKY MOUNTAIN PREP)
AGREEMENT OF MERGER**

This Agreement of Merger (this “**Agreement**”), dated as of August 3, 2022, is entered into by and between STRIVE Preparatory Schools (D/B/A STRIVE Prep) (“**STRIVE Prep**”) and Rocky Mountain Preparatory School (D/B/A/ Rocky Mountain Prep) (“**RMP**”), each being a Colorado non-profit corporation with no members and Colorado public charter school network (referred to individually as “**Party**” or collectively as the “**Parties**”), acting pursuant to Section 7-131-100, et. seq., of the Colorado Revised Statutes (“**C.R.S.**”), with regards to a proposed merger of these separate entities into one surviving corporation, STRIVE Prep (also referred to hereinafter as “**STRIVE Prep**” or the “**Surviving Corporation**”) and with RMP as the disappearing corporation (also referred to hereinafter as “**Disappearing Corporation**” or “**RMP**”).

RECITALS

1. Pursuant to the Plan of Merger adopted by both Parties as of August 3, 2022 and incorporated hereto by reference, the Parties intend that RMP be merged with and into the Surviving Corporation, with the Surviving Corporation surviving that Merger (as defined below) on the terms and subject to the conditions set forth herein.
2. The board of directors of each of RMP and the Surviving Corporation deem it advisable to merge RMP with and into the Surviving Corporation.
3. The board of directors of each of RMP and the Surviving Corporation have each adopted the Plan of Merger and this Agreement and thereby approved the Merger of RMP with and into the Surviving Corporation in accordance with the terms and conditions set forth herein and in accordance with applicable laws and in accordance with the articles of incorporation and bylaws of the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein by this reference, premises, and other good and valuable consideration and the mutual benefits, covenants and agreements set forth below, the parties agree as follows:

ARTICLE I: DEFINITIONS

For purposes of this Agreement, the following terms shall have the respective meanings given below (all terms not otherwise defined shall have the meaning ascribed to them in the Plan of Merger):

“Affiliate” of any Person means a Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with the first Person. For purposes of this definition, the term “control,” “controlled by” or “under common control”

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with,” as and with respect to any Person, means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, the right to appoint directors or managers, by contract, as trustee or executor, by proxy or agent or otherwise.

“Applicable Law” means, with respect to any Person, any federal, state, local or municipal law, ordinance, regulation, statute or treaty applicable to such Person.

“Authorization” means any Consent granted by or obtained from any Governmental Entity or pursuant to any Applicable Law.

“Budget” means the FY22-23 operating and capital expenditure budget of RMP approved by the Board of Directors of RMP and delivered to STRIVE Prep prior to the date hereof, as such budget may be amended by the Board of Directors of RMP subsequent to effective date of the Merger with the approval of STRIVE Prep.

“Business Day” means a day (other than Saturday or Sunday) on which banks are generally open for the ordinary conduct of business in Denver, Colorado.

“Effective Date Debt” means Indebtedness of RMP as of immediately prior to the Merger Effective Date.

“Code” means the Internal Revenue Code of 1986, as amended, modified or supplemented thereafter and the rules and regulations promulgated thereunder.

“Consent” means any authorization, approval, clearance, consent, expiration or termination of applicable waiting period, or permit.

“Contract” means any agreement, contract, commitment, lease or other instrument to which RMP is a party or its assets are bound, including any amendments and other modifications thereto, that is legally binding on RMP.

“Disclosure Period” means the period of time beginning on August 3, 2022 and ending on January 31, 2023.

“Education Laws” is defined as all laws and regulations applicable to charter schools in the state of Colorado.

“Encumbrance” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or similar restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“GAAP” means the United States generally accepted accounting principles, consistently applied, and, when used with respect to a Party, in accordance with the accounting policies,^{ps}

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principles, methods and practices historically utilized by that Party.

“Governmental Entity” means any court, administrative agency, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States or any country, state, county, city or other political subdivision thereof.

“Indebtedness” means, with respect to any Person, (a) all indebtedness of such Person for borrowed money (including all principal, interest, premiums, penalties, fees, expenses, indemnities, and breakage costs including any prepayment or other penalties which will be incurred if any indebtedness is paid-off on the Merger Effective Date), (b) all indebtedness of such Person evidenced by any note, bond, debenture, interest rate protection agreements or other debt security, (c) all obligations of such Person as lessee under leases that are properly recorded as capital leases under GAAP, (d) deferred compensation arrangements, severance, pension plans, accrued bonuses and any change of control payments resulting from this transaction, and (e) all indebtedness of others referred to in clauses (a) through (c) above guaranteed by such Person.

“Interim Period” is defined as the period commencing on August 3, 2022 and ending on the Merger Effective Date.

“Liability” means any obligation or other liability of a Person of any kind, character or description, whether absolute, accrued, contingent, known or unknown, fixed or otherwise, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, vested or unvested, due or to become due, executory, determined, determinable or otherwise.

“Material Adverse Effect” means any event, change, circumstance, effect or other matter that has a material adverse effect on (a) the business, financial condition or results of operations of a Party, or (b) the ability of a Party to consummate timely the transactions contemplated by this Agreement; provided, however, that the outbreak or spread of the COVID-19 pandemic will not constitute, or be considered in determining whether there has been, a Material Adverse Effect.

“Material Revision” means a material revision to the Charter, in form and content approved by the Surviving Corporation.

“Nonprofit Corporation Law” means the Colorado Nonprofit Corporation Law, commencing with Section 7-131-100, et. seq., of the Colorado Revised Statutes.

“Ordinary Course of Business” means, with respect to a Person, an action taken by such Person if such action is recurring in nature, is consistent with past practices of the Person, is on arms’ length terms and conditions and is taken in the ordinary course of the normal operations of the Person, including as to quantity and frequency.

“Organizational Document” means with respect to any corporation, limited liability company, partnership, or other legally authorized incorporated or unincorporated entity, the articles of incorporation, certificate of incorporation, articles of organization, articles of

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association, certificate of formation or other applicable organizational or charter documents relating to the creation of such entity.

“Permitted Encumbrance” means: (a) statutory liens for Taxes that are not yet delinquent or Taxes that are being contested in good faith by appropriate proceedings; (b) statutory, common law or civil law liens to secure obligations to landlords, lessors or renters under Leases or rental agreements confined to the premises rented pursuant to which RMP is not in default in any material respect; (c) statutory, common or civil law liens in favor of carriers, warehousemen, mechanics and materialmen to secure claims for labor, materials or supplies and other like liens with respect to amounts not yet due and payable; and (d) any minor imperfection of title or recorded easements, covenants, conditions or other restrictions (including rights of way, zoning and setback requirements) that individually or in the aggregate with other such items would not reasonably be expected to affect the use or operation of, the assets of RMP affected by such items in the Ordinary Course of Business.

“Person” means a natural person, partnership, corporation, limited liability company, trust, unincorporated association, joint venture or any other legal entity, including any Governmental Entity.

“Related Party” means a relationship defined in 26 U.S. Code § 267(b).

“School Lease” means the Lease Agreement contemplated between RMP Facility LLC as Borrower and Landlord and RMP as tenant.

“Taxes” means any federal, state, non-United States or local taxes, including all income, gross receipts, unemployment compensation, payroll, social security, workers’ compensation, estimated, transfer, excise, privilege, property, ad valorem, franchise, license, sales, use and any other tax or similar governmental charge or imposition under the Applicable Laws of the United States or any foreign country or any state or municipal or political subdivision thereof, together with any interest and penalties, additions to tax or additional amounts imposed with respect thereto and shall include any liability for such amounts as a result of being a member of a combined, consolidated, unitary or affiliated group (including pursuant to Treasury Regulation Section 1.1502-6 or comparable provisions of state or local Applicable Law) and including any liability for taxes as a transferee or successor, by contract or otherwise.

“Transaction Documents” means, collectively, this Agreement and any other agreement, certificate, instrument and document executed and delivered in connection with the Transactions.

“Transactions” means all of the transactions provided for in, or contemplated by, this Agreement.

ARTICLE II: MERGER TERMS

2.1 **The Merger.** Pursuant to the Plan of Merger and upon the terms and subject to the conditions of this Agreement, and in accordance with the Nonprofit Corporation Law, (a) RMP shall merge with and into the Surviving Corporation, (b) the separate corporate existence

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of RMP shall cease, (c) the Surviving Corporation shall continue its corporate existence as a Colorado non-profit corporation under the Nonprofit Corporation Law, (d) the Surviving Corporation shall assume and be subject to all of the rights, privileges, property and powers of RMP; and (e) the merger shall have all other effects prescribed by Applicable Law (the "Merger"). If there is any discrepancy between the Agreement, or any other document, and the Plan of Merger, the provisions of the Plan of Merger shall control.

2.2 **Effective Date.** The Merger shall become effective as of the Merger Effective Date.

2.3 **Certifications to be Provided Prior to the Merger Effective Date.** Prior to the Merger Effective Date:

(a) at the request of RMP the Surviving Corporation shall deliver an officer's certificate certifying the approval of the Plan of Merger, duly executed by an authorized officer of the Surviving Corporation, and certifying to RMP that all disclosures, documents, statements, and representations provided by the Surviving Corporation to RMP are true and correct as of the date of said certification; and

(b) at the request of the Surviving Corporation, RMP shall deliver an officer's certificate certifying the approval of the Agreement of Merger, duly executed by an authorized officer of RMP, and certifying to the Surviving Corporation that all disclosures, documents, statements, and representations provided by the Surviving Corporation to RMP are true and correct as of the date of said certification.

2.4 **Effect of Merger.** As of the Merger Effective Date, the Effect of the Merger shall be as outlined in the Section VI of the Plan of Merger and all other effects as prescribed by Applicable Law and the Articles and Bylaws and Directors and Officers shall be as outlined in the Plan of Merger. Immediately following the Merger Effective Date, the Surviving Corporation shall continue to have no members.

ARTICLE III: REPRESENTATIONS AND WARRANTIES OF ROCKY MOUNTAIN PREP

By executing this Agreement, RMP represents and warrants to the Surviving Corporation that each statement contained in this Article III true and correct as of the date hereof:

3.1 **Organization; Good Standing.** RMP is a nonprofit corporation duly incorporated and in good standing under the laws of the State of Colorado, and has full legal right, power and authority to conduct its business as currently conducted.

3.2 **Authority and Enforceability.** RMP has by proper corporate action duly authorized the execution, delivery and performance of this Agreement, and has authorized a designated representative to execute the necessary Transaction Documents. The board of directors of RMP, by a resolution duly adopted by the board of directors of RMP at a duly called and held meeting and, as of the date hereof, not subsequently rescinded or modified in any way, has, as of the date hereof, approved the Plan of Merger. RMP has the requisite legal

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power and authority to execute and deliver any necessary Transaction Documents to which it is or will be a party and the other transactions contemplated thereby, which shall constitute the valid and binding obligations of RMP, as applicable, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to creditors' rights generally, and the availability of injunctive relief and other equitable remedies (collectively, the "Enforceability Exceptions").

3.3 **No Conflicts; Consent.** Except as otherwise disclosed in writing to the Surviving Corporation heretofore or during the Disclosure Period, the execution and delivery by RMP of this Agreement does not (a) result in any breach or violation under any provision of the Organizational Documents of RMP, (b) result in any breach of or constitute a default under any Contract to which RMP is a party or by which any of its assets are bound (c) violate any Applicable Law. Further, that other than such consent, approval, permit, order, declaration or filing with, or notice to, any governmental authority or other party that RMP has disclosed or, during the Interim Period will disclose to the Surviving Corporation, as of the date of this Agreement, no other consent, approval, permit, order, declaration or filing with, or notice to any Governmental Authority or other party is required by or with respect to RMP in connection with the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby, except for the filing of a Statement of Merger with the Secretary of State of Colorado.

3.4 **No Subsidiaries.** Except as disclosed heretofore or during the Disclosure Period, RMP does not own, or have any interest in any shares or have an ownership in any other entity.

3.5 **Financial Statements.** During the Disclosure Period RMP shall provide the Surviving Entity with complete and accurate copies of (a) the audited consolidated financial statements of RMP as of the date of this Agreement and the fiscal year then ended June 30, 2022, (b) the unaudited fund accounting based consolidating financial statements of RMP including income statement and balance sheet (the "Financial Statements") have been made available to the Surviving Corporation by September 30, 2022. Except as set forth in the Financial Statements (or the notes thereto), the Financial Statements have been prepared in all material respects in accordance with GAAP, applied on a consistent basis throughout the periods involved. The Financial Statements fairly present, in accordance with GAAP, the consolidated financial condition of RMP as of the respective dates they were prepared and the results of the consolidated operations of RMP for the periods indicated. RMP's Audit Committee Letter for the FY22 audit will be shared as soon as it is available. RMP's Board approved FY22-23 consolidating budget will be shared as soon as it is available.

3.6 **Liabilities.** RMP shall disclose to the Surviving Corporation during the Disclosure Period any known Liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise, except (a) as set forth in the Financial Statements, (b) those which have been incurred in the Ordinary Course of Business subsequent to the date of the Financial Statements and consistent with past practice, and (c) executory Liabilities under contracts and commitments, which Liabilities referred to in clauses (a) and (b) individually or

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in the aggregate, are not material in amount.

3.7 Material Adverse Change. Once RMP discloses information to the Surviving Corporation, it agrees to provide an update, and provide to the Surviving Corporation any additionally requested information, to the Surviving Corporation within five business days if any change that will have a Material Adverse Effect occurs with respect to the information previously disclosed, until the Merger Effective Date.

3.8 Material Contracts. During the Disclosure Period RMP will make available complete and accurate copies of all material contracts, which contracts are dated or which terms are effective July 1, 2022 or after, to which RMP is a party or by which its properties or assets are subject (collectively, the “**Material Contracts**”) and will not enter into any Material Contracts without prior notice to STRIVE Prep. Except as otherwise disclosed in writing to the Surviving Corporation before or during the Disclosure Period, each Material Contract: (a) is the legal, valid and binding obligation of RMP, as applicable, and is enforceable against RMP, as applicable, except as limited by the Enforceability Exceptions; and (b) RMP has complied with, and to the knowledge of RMP, all other parties thereto have complied with and are in compliance with, the provisions of each Material Contract to which it is a party. RMP must disclose to the Surviving Corporation during the Disclosure Period if it is alleged to be in material violation, breach or default under any such Material Contract.

3.9 Compliance with Law; Authorizations.

(a) RMP operates charter schools (“**RMP Schools**”) pursuant to the Colorado Charter School Act, C.R.S. 22-30.5-101, et. seq., as amended (“**Charter School Law**”), and charter school contracts (the “**RMP Charter School Contracts**”) between RMP and the Boards of Education of School District No.1 in the City and County of Denver Public Schools (“**Denver Public Schools**” or “**DPS**”) and Adams-Arapahoe Public School District, No.28J (“**APS**” or “**Aurora Public Schools**”) (Collectively “**DPS**” and “**APS**” may be referred to as the “**School Districts**”) both authorized authorities under the Charter School Law. As of the date hereof, to RMP’s knowledge, no suspension, cancellation or non-renewal of the RMP Charter School Contracts is pending, or to the knowledge of RMP, threatened. RMP has complied, and is now complying, with all of the requirements of the Charter School Law, Education Laws, the RMP Charter School Contracts, the policies and procedures of both School Districts applicable to charter schools, and other provisions of Applicable Law governing the establishment and operation of the RMP Schools, except that any allegations to the contrary shall be disclosed to the Surviving Corporation during the Disclosure Period.

(b) As of the date of this Agreement, except as shall be disclosed to the Surviving Corporation during the Disclosure Period, RMP has not received any notice of a violation of any Applicable Laws. During the Interim Period RMP agrees to provide to STRIVE Prep any such notice immediately upon receipt, but no later than five (5) business days of receipt

(c) RMP owns, holds, possesses or lawfully uses all of the Authorizations that are required for it to lawfully conduct its operations and use its

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properties and assets as currently conducted (the “**Necessary Authorizations**”), and all such Necessary Authorizations are valid and are in full force and effect and no suspension, cancellation or non-renewal of any of the Necessary Authorizations is pending, or to the knowledge of RMP, threatened. RMP has complied, and is now complying, with the requirements, terms and conditions of the Necessary Authorizations and has timely filed for renewal of the same, except that any allegations to the contrary shall be disclosed to the Surviving Corporation during the Disclosure Period.

(d) Both Parties will work together to cure any compliance or regulatory deficiencies, should any be identified by either Party during the Disclosure Period.

3.10 Real Property; Personal Property.

(a) During the Disclosure Period, RMP shall provide the Surviving Corporation with information regarding all land, buildings, facilities, and fixtures which it owns or leases (the “**Real Property**”).

(b) Prior to the Merger Effective Date, RMP shall warrant that it has good and valid title to, or a valid leasehold interest in, (i) all Real Property and (ii) all tangible personal property reflected in the Financial Statements or acquired after July 1, 2022, other than, in the case of personal property described in clause (ii), properties and assets sold or otherwise disposed of in the Ordinary Course of Business since September 30, 2020. Prior to the Merger Effective Date, RMP shall warrant that all such properties and assets (including leasehold interests) are free and clear of any Encumbrances, except to the extent those Encumbrances are disclosed during the Disclosure Period.

(c) During the Disclosure Period, RMP shall provide to the Surviving Corporation, a list of each parcel of real property leased, rented or utilized under a School District facility use agreement by RMP (together with all rights, title and interest of RMP in and to leasehold improvements relating thereto, including, but not limited to, security deposits, reserves or prepaid rents paid in connection therewith, collectively, the “**Leased Real Property**”), and a true and complete list of all leases, subleases, licenses, concessions and other agreements (whether written or oral), including all amendments, extensions renewals, guaranties and other agreements with respect thereto, pursuant to which RMP holds any Leased Real Property or has leased any Owned Real Property or Leased Real Property to others (collectively, the “**Leases**”). Prior to the Merger Effective Date RMP shall warrant that: (a) each Lease is the legal, valid and binding obligation of RMP, as applicable, and is enforceable against RMP, as applicable, except as limited by the Enforceability Exceptions; (b) RMP has complied with, and to the knowledge of RMP, all other parties thereto have complied with and are in compliance with, the provisions of each Lease to which it is a party; and (c) RMP is not in material violation, breach or default under any such Lease.

3.11 Related Party Transactions. Prior to the Merger Effective Date, RMP shall warrant that no properties or assets related to or used by RMP are owned or leased by any Related Party other than RMP, RMP Berkeley Facility LLC or RMP Building Corporation.^{PS}

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3.12 Intellectual Property; Information Technology.

(a) Prior to the Merger Effective Date, RMP shall provide a list of all Intellectual Property used by it that is material to its operations (“**Intellectual Property**”) and warrant that it owns or has rights to use all Intellectual Property,, including without limitation Intellectual Property owned by a third Person utilized by RMP via a license.

(b) Prior to the Merger Effective Date, RMP shall warrant that the use of the Intellectual Property by RMP, nor the conduct of its operations has, and for the past three years has not been alleged to have, infringed, misappropriated or otherwise violated, or as currently conducted does not infringe, misappropriate or otherwise violate, any Intellectual Property of any other Person, and that there are no Actions pending or, to the knowledge of RMP, threatened against RMP alleging that the use of Intellectual Property or its operations infringes on or otherwise violates the Intellectual Property rights of any Person, except that any allegations to the contrary shall be disclosed to the Surviving Corporation during the Disclosure Period.

(c) RMP has commercially reasonable security measures in place to protect personally identifiable information, including personally identifiable information subject to Family Educational Rights Protection Act of 1974, 20 U.S.C. § 1232(g); 34 CFR Part 99, also known as “ FERPA,” (“**Personal Information**”) in its possession or stored in its computer systems from unlawful access or use by any third party. RMP is, and for the past three years has been, in compliance with FERPA and all other Applicable Laws regarding the collection, use, disclosure, storage and protection of Personal Information except that any allegations to the contrary shall be disclosed to the Surviving Corporation during the Disclosure Period. To the knowledge of RMP, and for the past three years, there has been no unauthorized access or use by any third party of Personal Information stored by RMP, except that any allegations to the contrary shall be disclosed to the Surviving Corporation during the Disclosure Period. As of the date of this Agreement, no Actions are pending or, to the knowledge of RMP, threatened against RMP relating to the collection, use, disclosure, storage and protection of Personal Information, except that any allegations to the contrary shall be disclosed to the Surviving Corporation during the Disclosure Period.

3.13 Litigation. During the Disclosure Period RMP shall disclose any (a) legal or regulatory claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any governmental authority (collectively, an “**Action**”) pending or, to the knowledge of RMP, threatened against RMP including, without limitation, Actions (i) against or by RMP affecting any of its properties or assets, or (ii) that challenge or seek to enjoin, alter or materially delay the consummation of the Merger or the other transactions contemplated by the Transaction Documents, and (b) any unsatisfied order, judgment, penalty, settlement or award affecting RMP or any of its properties or assets. During the Interim Period, RMP agrees to disclose, immediately upon receipt of information or knowledge of the above, but no later than five (5) business days after such information or knowledge is gained, to STRIVE Prep any Action and to provide STRIVE Prep any information requested or needed, to the extent RMP may legally disclose said information, about such Action and to not take, or fail to take, any action that^{DS}

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would have a determinative effect on the Action without the prior written consent of STRIVE Prep.

3.14 Employment Matters and Employee Benefit Matters. During the Disclosure Period, RMP shall disclose to the Surviving Corporation any information reasonably requested by the Surviving Corporation, or of which not requested, RMP knows or should know that the Surviving Corporation has an interest in, related to employment matters and employee benefit matters, including but not limited to compensation structure, employee benefits and related obligations. Prior to the conclusion of the Merger Effective Date the Surviving Corporation may request certain warranties related to employment matters and employee benefit matters of RMP and RMP shall make such warranties, in writing, or provide disclosures as necessary. It is understood by the Parties that employment matters and employee benefit matters include, without limitation, any past, present, or future information related to RMP's employment agreements, employer policies, payroll, employee insurance plans, reimbursements, compensation, health/dental/vision benefits plans, retirement plans, employer taxes, legal and regulatory compliance with employment obligations, deferred compensation, and employee leave obligations.

3.15 Insurance. During the Disclosure Period RMP shall provide all material workers' compensation, employers' liability, automotive liability, general liability (including product or completed operations liability), professional liability, umbrella and excess liability, errors and omissions, property and casualty, fire, business interruption and other forms of material insurance policies which cover RMP or any of RMP's employees, including but not limited to any insurance required by the RMP Charter School Contracts, other than with respect to any Benefit Plan (collectively, the "**Insurance Policies**") Prior to the Merger Effective Date RMP shall warrant that Insurance Policies are in full force and effect and binding and enforceable in accordance with their terms in all material respects, in each case, subject to the Enforceability Exceptions and that no notice of cancellation or nonrenewal of any such Insurance Policy has been received by RMP. During the Disclosure Period RMP shall provide the Surviving Corporation a complete list of all insurance coverage, to include but not limited to, type, amount of coverage, coverage dates and expiration, insurance company and broker used for all policies.

3.16 Information. Prior to the Merger Effective Date RMP shall warrant that no information, exhibit or report furnished to the Surviving Corporation by RMP or its representatives in connection with the negotiation of the Transaction Documents contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

3.17 Taxes. Prior to the Merger Effective Date each Party shall warrant to the other that it is an organization described in Section 501(c)(3) of the Code and is exempt from federal income tax under Section 501(a) of the Code, except for unrelated business taxable income under Section 511 of the Code, and is not a private foundation as described in Section 509(a) of the Code. Each Party shall further warrant prior to the Merger Effective Date that its purposes, character, activities, and methods of operation have not changed since its organization and are

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not different from the purposes, character, activities and methods of operation contemplated at the time of its determination by the Internal Revenue Service to be an organization described in Section 501(c)(3) of the Code; each Party has not and will not divert any part of its corpus or income for a purpose or purposes other than the purpose or purposes for which it is organized or operated; each Party has not operated, and will not operate, in a manner that would result in it being classified as an "action" organization within the meaning of Section 1.501(c)(3)-(1)(c)(3) of the Regulations, including, but not limited to, promoting or attempting to influence legislation by propaganda or otherwise as a substantial part of its activities; none of its directors, officers, or any Related Persons, or any other Person having a private or professional interest in either Party's activities has acquired or received, nor will such Persons be allowed to acquire or receive, directly or indirectly, any of either Party's goods, services, income or assets, without fair compensation or consideration received in exchange therefor; it has not received any indication or notice to the effect that either Party's exemption from federal income taxation under Section 501(c)(3) of the Code has been revoked or modified, or that the Internal Revenue Service is considering revoking or modifying such exemption, and such exemption is still in full force and effect; each Party has not devoted and will not devote more than an insubstantial part of its activities in furtherance of a purpose other than an exempt purpose within the meaning of Section 501(c)(3) of the Code; and each Party has not taken any action, nor knows of any action that any other Person has taken, nor knows of the existence of any condition that would cause either Party to lose its exemption from federal income taxation under Section 501(c)(3) of the Code.

3.18 **School Lease.** RMP agrees to, during the Disclosure Period, take all actions necessary to effectuate the notification and approval of any facilities lenders or landlords of real property that RMP occupies that requires, by the terms of any leases, lending documents or other agreements, such notification and/or approval and to take all actions necessary, in collaboration with STRIVE Prep to transfer any such leases or agreements, as such transfers are desired by STRIVE Prep.

3.19 **Brokers.** Except to the extent disclosed during the Disclosure Period, Prior to the Merger Effective Date both Parties shall warrant that no broker, finder, investment banker or any other Person is entitled to any brokerage, finder's or other fee or commission in connection with the Merger or the other transactions contemplated by the Transaction Documents based upon arrangements made by that Party, its Subsidiaries or any Affiliates thereof.

**ARTICLE IV: REPRESENTATIONS AND WARRANTIES
OF THE SURVIVING CORPORATION**

The Surviving Corporation represents and warrants to RMP that each statement contained in this Article IV is true and correct as of the date hereof.

4.1 **Organization; Good Standing.** The Surviving Corporation is a nonprofit corporation duly incorporated and in good standing under the laws of the State of Colorado, and has full legal right, power and authority to conduct its business as currently conducted. STRIVE Prep operates charter schools ("**STRIVE Prep Schools**") pursuant to the Colorado Charter School Act, C.R.S. 22-30.5-101, et. seq., as amended ("**Charter School Law**"), and charter school contracts (the "**STRIVE Prep Charter School Contracts**") between STRIVE

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Prep and Denver Public Schools, authorized authorities under the Charter School Law. As of the date hereof, to STRIVE Prep's knowledge, no suspension, cancellation or non-renewal of the STRIVE Prep Charter School Contracts is pending, or to the knowledge of STRIVE Prep, threatened. STRIVE Prep has complied, and is now complying, with all of the requirements of the Charter School Law, Education Laws, the STRIVE Prep Charter School Contracts, the policies and procedures of DPS applicable to charter schools, and other provisions of Applicable Law governing the establishment and operation of the STRIVE Prep Schools, except that any allegations to the contrary shall be disclosed to RMP during the Interim Period immediately upon receipt of information or knowledge of the above, but no later than five (5) business days after such information or knowledge is gained.

4.2 **Board Approval.** The Surviving Corporation has by proper corporate action duly authorized the execution, delivery and performance of this Agreement, and authorized a designated representative to execute necessary Transaction Documents. The board of directors of the Surviving Corporation, by a resolution duly adopted by the board of directors at a duly called and held meeting and, as of the date hereof, not subsequently rescinded or modified in any way, has, as of the date hereof, approved the Plan of Merger. The Surviving Corporation has the requisite legal power and authority to execute and deliver any necessary Transaction Documents to which it is or will be a party and the other transactions contemplated thereby, which shall constitute the valid and binding obligations of the Surviving Corporation, as applicable.

4.3 **No Conflicts; Consent.** The execution and delivery by the Surviving Corporation of this Agreement does not, and the consummation by the Surviving Corporation of the Merger and the other transactions contemplated by this Agreement will not, (a) result in any breach or violation under any provision of the organizational documents of the Surviving Corporation, (b) result in any breach of or constitute a default under any contract or charter to which the Surviving Corporation is a party or by which any of its assets are bound, or (c) violate any law, regulation or court order applicable to the Surviving Corporation, except, in each case, where any such breach, violation or default would not have a Material Adverse Effect on the Surviving Corporation's financial condition or operations. No consent, approval, permit, order, declaration or filing with, or notice to, any governmental authority is required by or with respect to the Surviving Corporation in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, except for the filing with the Secretary of State of Colorado and the Colorado Attorney General and the Material Revision as set forth in herein.

4.4 **Litigation.** Except as otherwise disclosed in writing to RMP during the Disclosure Period, there is no legal or regulatory Action pending or, to the knowledge of the Surviving Corporation, threatened against, relating to or affecting the Surviving Corporation or any of its properties or assets that would reasonably be expected to challenge or seek to enjoin, alter or materially delay the consummation of the Merger or the other transactions contemplated by this Agreement. During the Interim Period, STRIVE Prep agrees to disclose, immediately upon receipt of information or knowledge of the above, but no later than five (5) business days after such information or knowledge is gained, to RMP any such merger related Action and to provide RMP any information requested or needed, to the extent STRIVE Prep

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may legally do so, about such Action and to not take, or fail to take, any action that would have a determinative effect on the merger related Action without the prior written consent of RMP.

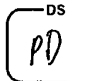

4.5 Material Adverse Change. Once STRIVE Prep discloses information to RMP, it agrees to provide an update, and provide to RMP any additionally requested information, to RMP within five business days if any change that will have a Material Adverse Effect occurs with respect to the information previously disclosed, until the Merger Effective Date.

ARTICLE V: COVENANTS

5.1 Conduct of Operations. During the Interim Period, Each Party will (a) carry on and conduct its operations in the Ordinary Course of Business in a manner consistent with past practice and consistent with the Budget, (b) comply in all material respects with the Education Laws and all other Applicable Laws, (c) use commercially reasonable efforts to maintain and preserve intact its business organization and the goodwill of those having business relationships with it and retain the services of its present officers and key employees, in each case, to the end that its goodwill and ongoing business shall be unimpaired as of the Merger Effective Date, (d) use best efforts to preserve and maintain in force each Party's Charter School Contracts and all of its other licenses, registration, contracts and other similar rights, and (e) not take any action that could reasonably be expected to adversely affect or materially delay the Merger contemplated herein.

5.2 Integration of Systems. During the Interim Period RMP and the Surviving Corporation will work collaboratively, under the direction of the respective Chief Executive Officers, or their designees, to create and execute a plan for integrating the systems, operations, finances, academics, schools and all activities of RMP and the Surviving Corporation (the "**System Integration Plan**"). By or before November 15, 2022, the Parties will work together to create a draft System Integration Plan that will identify the areas of integration, a timeline, execution details, and resources needed to execute the Plan. The board of directors of RMP and the Surviving Corporation hereby give authority to the Chief Executive Officers of each organization to draft, negotiate, adopt and amend, as needed, the System Integration Plan.

5.3 Financial Statements and Budgets. As soon as available and in any event within thirty (30) days after the end of each month during the Interim Period, both Parties shall deliver to the other an unaudited consolidated balance sheet at the end of the prior month and the related consolidated statements of income for such month and for the period from the beginning of the then current fiscal year to the end of such month, setting forth in each case in comparative form the figures for the corresponding month in the previous fiscal year all certified as to fairness of presentation and conformity with GAAP (other than with respect to lack of footnotes and being subject to normal year-end adjustments) by the chief of staff or chief financial officer. Simultaneously with the delivery of each set of financial statements referred to in the prior sentence, a certificate of the Party's chief of staff or chief financial officer certifying that no default by such Party exists on the date of such certificate. Each Party shall cooperate and provide to the other Party any additional financial or budgetary information as requested or that the disclosing Party knows or should know the other Party may need in order to be fully aware of the other Party's financial status.

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5.4 **School District(s) Notices.** Each Party hereby agrees to keep the other Party fully informed of all communications with the School Districts and to keep the other Party notified of all such communications, including, without limitation, all communications related to charter renewals, school closure or any other issues that would materially impact the Party's operations or the consummation of the Merger, during the Interim Period.

5.5 **Notification of Violation.** During the Interim Period, each Party shall promptly notify the other Party if it becomes aware of or receives notification of an alleged violation of any Education Law and any other Applicable Law. Each Party shall promptly, but no later than one (5) five business days, forward to the other Party upon receipt of all notices of violation or other notices from any Governmental Authority.

5.6 **Consents.** Each Party hereto shall, as promptly as possible, use reasonable best efforts to give all notices to, and obtain all consents from, all third parties that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement.

5.7 **Relationship with School Districts.** Subject to the other terms and conditions of this Agreement, each Party shall take all steps reasonably necessary, and proceed diligently and in good faith, and use its best efforts to communicate effectively with the School Districts in a manner that will effectuate the Merger. If there are any conflicts, disagreements, issues or concerns raised or presented by the School Districts, each Party shall communicate those promptly to the other Party and work collaboratively to address those with the goal of effectuating the Merger. The Parties agree to jointly and collaboratively, with the advice of their counsel, determine and take action on any steps needed with regard to the School Districts to effectuate the Merger.

5.8 **Organizing Documents.** The Parties also agree that neither entity will make any material changes to their articles of incorporation or bylaws during the Interim Period without prior notice to the other Party and that no material changes to their respective articles of incorporation or bylaws are needed to effectuate the Merger.

5.9 **Public Announcements.** RMP and the Surviving Corporation commit to work collaboratively on communications with respect to the Merger or the other transactions contemplated by this Agreement. Each Party will attempt to provide the other Party two business days to review and comment on public communications related to the Merger prior to its release, except that each Party, in its discretion, may make a merger related public communication with only providing notice to the other Party if a Party determines it necessary to release a prompt public communication.

5.10 **Disclosed Information.** Notwithstanding anything in this Agreement to the contrary, all information disclosed by one Party to the other Party under this Agreement, whether orally, in writing, or otherwise, ("Disclosed Information") shall remain at all times the property of the sending Party. All Disclosed Information must be promptly returned and/or destroyed, meaning it is rendered permanently inaccessible, upon a termination of this Agreement. If either Party believes it is limited by law to disclose certain details required to be

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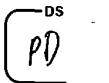

disclosed hereunder it shall provide the other Party a description of the information and the legal basis for which it asserts the information cannot be disclosed.

5.11 Confidentiality. Confidential information is any non-public information (meaning not generally known in the public domain) including without limitation personnel information, student records, internal issues, trade secrets, proprietary materials, passcodes, records, data, plans, diagrams, and any non-public information shared as part of the Disclosed Information. Each party agrees that it or its directors, officers, contractors, agents, or employees will not disclose any confidential information to any third party without the written consent of the other party, except as required under applicable law. The parties agree to exercise reasonable care, including instructing its agents as needed, to protect confidential information against accidental or unauthorized access, modifications, disclosures, or destruction. Both parties agree to abide by all federal and state laws, and either Party's policies regarding confidentiality and privacy, including without limitation FERPA. Both Parties agree to not share any access codes, passwords, or the like from the Disclosed Information with any unauthorized individuals without the written permission of the other Party, and to instruct its agents not to do the same. The confidentiality requirements of this section shall survive any termination or expiration of this Agreement. If either Party believes it is required to disclose confidential information pursuant to law or court order, including without limitation the Colorado Open Records Act, it shall immediately notify the other Party so that the sending Party may seek an injunctive order to protect the information. In the absence of a court order to the contrary, either Party may comply with its legal requirements with regards to the public release of information in the manner it determines lawful, with or without the approval of the other Party.

ARTICLE VI: CONDITIONS TO CONSUMMATION OF THE MERGER

6.1 Conditions to Obligation of the Surviving Corporation. After the Termination Date, the obligation of the Surviving Corporation to consummate the Merger contemplated hereby shall be subject to the fulfillment of the Surviving Corporation's waiver, on or prior to the Merger Effective Date, of each of the following conditions:

- (a) Each of the representations and warranties made by RMP in Article III shall be true and correct in all material respects as of the date hereof and on the Merger Effective Date;
- (b) RMP shall have duly performed and complied in all material respects with all the conditions and covenants required by this Agreement to be performed or complied with by it;
- (c) RMP has not notified the Surviving Corporation of a default or an event that could trigger a default under any obligation or any other information that could have a Material Adverse Effect on RMP;
- (d) All third party consents required to be obtained as provided for herein shall have been obtained and be in a form reasonably satisfactory to the Surviving Corporation.

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6.2 **Conditions to Obligation of RMP.** After the Termination Date, the obligation of RMP to consummate the Merger contemplated hereby shall be subject to the fulfillment or RMP's waiver, on or prior to the Merger Effective Date, of each of the following conditions:

(a) Each of the representations and warranties made by the Surviving Corporation pursuant to Article IV shall be true and correct in all material respects, as of the date hereof and on the Merger Effective Date ;

(b) the Surviving Corporation shall have duly performed and complied in all respects with all the conditions and covenants required by this Agreement to be performed or complied with by it.

(c) The Surviving Corporation has not notified RMP of a default or an event that could trigger a default under any obligation or any other information that could have a Material Adverse Effect on the Surviving Corporation;

(d) All third party consents required to be obtained as provided for herein shall have been obtained and be in a form reasonably satisfactory to RMP.

ARTICLE VII: OTHER PROVISIONS

7.1 **Termination.** This Agreement and the Plan of Merger may be terminated by either Party as outlined in the Plan of Merger or herein.

7.2 **Termination; Survival.**

(a) The representations and warranties contained in this Agreement shall expire on the Merger Effective Date.

7.3 **Amendments.** This Agreement may only be amended, in a mutually executed writing, before the Merger Effective Date, and the boards of each Party hereby give consent, to the Chief Executive Officers of each organization to make such amendments that may be needed, as determined in the discretion of each CEO, to effectuate the Merger.

7.4 **Further Assurances and Authorizations.** RMP and the Surviving Corporation shall from time to time, when requested by the other Party, take any actions and execute and deliver any documents necessary or desirable to evidence or carry out the Merger contemplated by this Agreement. By signing this Agreement and as described herein and in the Plan of Merger, both Parties are giving authorization to their respective Chief Executive Officers, and their designees, to take all actions necessary and to enter into Transaction Documents and other documents and agreements as needed, in their discretion, to effectuate the merger and complete all tasks needed to effectuate the merger from the date of this Agreement until the Merger Effective Date. Any withdrawal of such authorization or authority will be made in writing and signed by the Board Chair of either Party and provided to their respective Chief Executive Officer via email and will be effective at noon the following business day.



7.5 **Governing Law; Dispute Resolution; Jurisdiction.** This Agreement and all claims or causes of Action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this ^{DS}

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Agreement shall be governed by, construed, performed and enforced in accordance with the laws of the State of Colorado, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction. Any dispute, alleged breach, interpretation, challenge or disagreement whatsoever between or among any of the parties hereto with respect to the interpretation of, or relating to any alleged breach of, this Agreement (or any other agreement contemplated hereby) shall be resolved by final and binding arbitration before a single arbitrator selected and serving under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held in Denver, Colorado. Such arbitration shall be the exclusive remedy with respect to such disputes, except that nothing herein shall be construed to limit a Party's ability to seek injunctive relief in a court of competent jurisdiction.


7.6 **Counterparts.** This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

[Signature page follows]

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RMP and the Surviving Corporation have executed this Agreement as of the date first set forth above.

STRIVE Prep

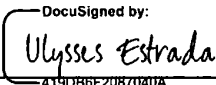
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By: 
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Name: Amber Valdez **Signature**

Print Name

Title: Board Chair

Date: 11/17/2022

DocuSigned by:
By: 
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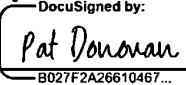
Name: Ulysses Estrada **Signature**

Print Name

Title: Board Secretary

Date: 11/20/2022

Rocky Mountain Prep

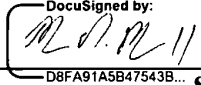
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By: 
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Name: Pat Donovan **Signature**

Print Name

Title: Board Chair

Date: 11/14/2022

DocuSigned by:
By: 
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Name: Marlon Marshall **Signature**

Print Name

Title: Partner

Date: 12/7/2022

AMENDMENT No. 1 TO THE AGREEMENT OF MERGER BETWEEN STRIVE PREP AND RMP

This AMENDMENT NO. 1 TO THE AGREEMENT OF MERGER BETWEEN STRIVE PREP AND RMP (this "Amendment") is entered into and effective as of the date of mutual execution, by and among STRIVE Preparatory Schools (D/B/A STRIVE Prep) ("STRIVE Prep" or the "Surviving Corporation") and Rocky Mountain Preparatory School (D/B/A/ Rocky Mountain Prep) ("RMP"). STRIVE Prep and RMP are each a "Party" and collectively, the "Parties."

The Parties have previously entered into that certain Agreement of Merger dated August 3, 2022 (the "Agreement"), and now, hereby, desire to amend that Agreement. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Agreement.

In consideration of the mutual covenants and agreements herein contained, the Parties agree to amend the Agreement to add the following additional sections under a new "Article VIII Amendments":

Article VIII. Amendments

8.1 Tax Documents: During the Disclosure Period, each Party shall provide to the other Party all organizational and tax documents for all related, affiliated and supporting organizations and provide all reasonably requested additional documentation to the other Party, and its chosen audit firm and legal counsel, to demonstrate to the satisfaction of the other Party that all related, affiliated and supporting organizations were properly organized and have been properly maintained under applicable state and federal requirements. Each Party shall take all necessary steps prior to the conclusion of the Disclosure Period to remedy any errors identified by the other Party or its audit firm or legal counsel, or initiate and diligently pursue a remedy if time constraints do not allow for a full remedy prior to the conclusion of the Disclosure Period.

8.2 Labor Considerations: Prior to the Merger Effective Date each Party shall warrant to the Other Party whether it is or is not a party to or subject to any collective bargaining agreement with any labor union. In addition, each Party shall warrant to the Other Party, except to the extent disclosed to the other Party, to the best of each Party's knowledge, for the past three years:

(a) there are, and have been, no pending or threatened, labor disputes, work stoppages, or requests for representation due to labor disagreements, or unfair labor practice charges with respect to employees' employment with the Party;

(b) there are, and have been, no Actions against the Party pending, or threatened to be brought or filed, by or with any Governmental Authority, arbitrator or other decisional authority in connection with the employment or alleged employment of any current or former employee, individual independent contractor, individual consultant or other individual contingent worker of the Party, including, without limitation, any claim relating to unfair labor practices, employment discrimination, wages or hours, harassment, retaliation, equal pay, the termination or layoff of employees, occupational safety and health or any other employment related matter arising under Applicable Laws;

(c) each Party is and has been in compliance with all Applicable Laws pertaining to employment and employment practices, including federal, state and local wage and hour laws, to the extent applicable to the Party;

(d) each Party has not had any event which would create any obligations upon or Liabilities for the Party under the federal Worker Adjustment and Retraining Notification Act or any equivalent state or local laws; and

(e) each Party does not have any employment agreements or commitment to any employees that

would extend past the merger effective date, other than on an at-will basis.

8.3 Real Property: Prior to the Merger Effective Date each Party shall warrant that, except to the extent disclosed to the other Party, to the best of the Party's knowledge:

(a) each Party is not and has not been in default under any lease for real property to which it is a party; and

(b) each Party is in compliance with all financial covenants to which it is subject under any lease for real property, including without limitation any debt service coverage ratio covenants.

8.4 Material Contracts: During the Disclosure Period, each Party shall provide to the Surviving Corporation a true and correct copy of all Material Contracts to which it is a party. A Material Contract is hereby defined as any contract to which a Party is a party that obligates that Party to pay \$100,000 or more to a third party during the course of the 2022-23 fiscal year or \$100,000 or more in any subsequent or future fiscal year. If multiple contracts with the same third party in the aggregate exceed \$100,000 in a fiscal year, then those multiple contracts shall collectively be considered a Material Contract. Any arrangement under which a Party is obligated to make payments to a third party that are not in writing shall still be considered as a "contract" for purposes of this section and, if above the requisite threshold of payments in a fiscal year, then the details of that arrangement shall be disclosed by each Party to the other Party hereunder.

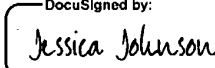
8.5 Material Unbudgeted Expenses: Prior to the Merger Effective Date, each Party shall provide to the other Party information relating to any Material Unbudgeted Expenses that were not part of its board-approved 2022-23 fiscal year budget. A Material Unbudgeted Expense is hereby defined as any individual expense of \$100,000 or more that was not part of a Party's board-approved 2022-23 budget. If multiple unbudgeted expenses that relate to the same category of goods or services, or to the same project, which in the aggregate exceed \$100,000, then those individual expenses shall collectively be considered a Material Unbudgeted Expense and should also be disclosed.

The Parties also agree to amend Section 2.3(a) of the Agreement to read as follows:

"at the request of RMP the Surviving Corporation shall deliver an officer's certificate certifying the approval of the ~~Plan~~ Agreement of Merger, duly executed by an authorized officer of the Surviving Corporation, and certifying to RMP that all disclosures, documents, statements, and representations provided by the Surviving Corporation to RMP are true and correct as of the date of said certification"

IN WITNESS WHEREOF, agreeing to be legally bound hereby, the following authorized representatives do execute this Amendment, which Amendment shall be integrated into the Agreement upon the date of mutual execution:


STRIVE Prep:

DocuSigned by:
Signature: 
Printed Name: FED3C0ZCF4F8482 Jessica Johnson

Title: Interim CEO, STRIVE Prep

Date: 9/23/2022

RMP:

DocuSigned by:
Signature: 
Printed Name: 043C82BD48FB4EE Tricia Noyola

Title: CEO of Rocky Mountain Prep

Date: 9/23/2022

AMENDMENT No. 2 TO THE AGREEMENT OF MERGER BETWEEN STRIVE PREP AND RMP

This AMENDMENT NO. 2 TO THE AGREEMENT OF MERGER BETWEEN STRIVE PREP AND RMP (this "Amendment") is entered into and effective as of the date of mutual execution, by and among STRIVE Preparatory Schools (D/B/A STRIVE Prep) ("STRIVE Prep" or the "Surviving Corporation") and Rocky Mountain Preparatory School (D/B/A/ Rocky Mountain Prep) ("RMP"). STRIVE Prep and RMP are each a "Party" and collectively, the "Parties."

The Parties have previously entered into that certain Agreement of Merger dated August 3, 2022 (the "Agreement"), and amended on September 30, 2022 ("Amendment 02"), and now, hereby, desire to amend that Agreement. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Agreement. In consideration of the mutual covenants and agreements herein contained, the Parties agree to amend the Agreement as follows:

1. **Deletion of Section 3.4:** Section 3.4 of the Agreement shall be deleted in its entirety.
2. **Amendment to Section 3.5:** Section 3.5 of the Agreement shall be amended to read as follows:

3.5 Financial Statements. ~~During the Disclosure Period~~ RMP shall provide the Surviving Entity with complete and accurate copies of ~~(a) the audited consolidated financial statements of RMP as of the date of this Agreement and for the fiscal year then ended June 30, 2022, (b) the unaudited fund accounting based consolidating financial statements of RMP including income statement and balance sheet (the "Financial Statements")~~ have been made available to the Surviving Corporation by September 30, 2022. Except as set forth in the Financial Statements (or the notes thereto), the Financial Statements have been prepared in all material respects in accordance with GAAP, applied on a consistent basis throughout the periods involved. The Financial Statements fairly present, in accordance with GAAP, the consolidated financial condition of RMP as of the respective dates they were prepared and the results of the consolidated operations of RMP for the periods indicated. RMP's Audit Committee Letter for the FY22 audit will be shared as soon as it is available. RMP's Board approved FY22-23 consolidating budget as of May 2022 will be shared as soon as it is available by September 30, 2022. RMP's Board approved FY22-23 consolidating budget as of November 2022 will be shared by December 31, 2022.

3. **Amendment to Section 5.3:** Section 5.3 of the Agreement shall be amended to read as follows:

5.3 Financial Statements and Budgets. As soon as available and in any event within thirty (30) days after the end of each month during the Interim Period, both Parties shall deliver to the other an unaudited consolidated balance sheet ~~at as of~~ as of the end of the prior month and the related consolidated statements of income for ~~the fiscal year to date of such month and for the period from the beginning of the then current fiscal year to the end of such month, with each set of documents prepared in accordance with GAAP, setting forth in each case in comparative form the figures for the corresponding month in the previous fiscal year all certified as to fairness of presentation and conformity with GAAP (other than with respect to lack of footnotes and being subject to normal year end adjustments) by the chief of staff or chief financial officer.~~ Simultaneously with the delivery of each set of financial statements referred to in the prior sentence, a certificate of the Party's chief of staff or chief financial officer certifying that no default by such Party exists on the date of such certificate. Each Party shall cooperate and provide to the other Party any additional financial or budgetary information as requested or that the disclosing Party knows or should know the other Party may need in order to be fully aware of the other Party's financial status.

4. **Addition to Article 4:** Article 4 of the Agreement shall be amended to add the following additional section 4.6:

4.6 Budgets. STRIVE Prep's Board approved FY22-23 consolidating budget as of May 2022 will be shared with RMP by September 30, 2022. STRIVE Prep's Board approved FY22-23 consolidating budget as of October 2022 will be shared with RMP by December 31, 2022.

IN WITNESS WHEREOF, agreeing to be legally bound hereby, the following authorized representatives do execute this Amendment, which Amendment shall be integrated into the Agreement upon the date of mutual execution:

STRIVE Prep:

DocuSigned by:
Signature: *Tricia Noyola*
043C82BDA8FB4EE...
Printed Name: Tricia Noyola

Title: CEO of Rocky Mountain Prep

Date: 10/17/2022

RMP:

DocuSigned by:
Signature: *Jessica Johnson*
FED3C07CF4F8482...
Printed Name: Jessica Johnson

Title: Interim CEO, STRIVE Prep

Date: 10/17/2022

AMENDMENT No. 3 TO THE AGREEMENT AND PLAN OF MERGER BETWEEN STRIVE PREP AND RMP

This AMENDMENT NO. 3 TO THE AGREEMENT AND PLAN OF MERGER BETWEEN STRIVE PREP AND RMP (this "Amendment") is entered into and effective as of the date of mutual execution; by and among STRIVE Preparatory Schools (D/B/A STRIVE Prep) ("STRIVE Prep" or the "Surviving Corporation") and Rocky Mountain Preparatory School (D/B/A/ Rocky Mountain Prep) ("RMP"). STRIVE Prep and RMP are each a "Party" and collectively, the "Parties."

The Parties have previously entered into that certain Plan of Merger dated August 3, 2022, as amended by Amendment No. 1 to the Agreement of Merger Between Strive Prep and RMP dated September 23, 2022 and Amendment No. 2 to the Agreement of Merger Between Strive Prep and RMP dated October 17, 2022 (the "Agreement"), and now, hereby, desire to amend that Agreement. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Agreement.

In consideration of the mutual covenants and agreements herein contained, the Parties agree to amend and restate the following sections of the Agreement as follows:

1. **Amendment and Restatement of Section II:** Section II of the Plan of Merger shall be amended and restated as follows:
"The Purpose of this proposed Merger is as follows:
 - a. To more effectively and efficiently fulfill each Party's vision, mission, and purpose;
 - b. To operate and manage the separate Schools and to carry out the educational mission and vision of the Schools, as one charter school network governed by a singular board of directors, to better ensure student matriculation from one grade level or School to the next within a cohesive school network;
 - c. While the Surviving Corporation shall remain so for legal purposes, it is agreed by the Parties that the Surviving Corporation will be guided by the mission, vision, culture, and expectations of RMP and shall incorporate the best aspects of pedagogy, philosophy, curriculum, rigor, and academic expectations for each School, as determined by the CEO, under the direction of the Board of Directors, of the Surviving Corporation.
 - d. The Surviving Corporation will be responsible for maintaining and providing the highest quality of educational services to the students and families attending all of the Schools in the charter school network affected by this Merger;
 - e. To create more efficiency by combining the funding and resources of the separate charter school networks into the Surviving Corporation, which will make necessary and appropriate expenditures from any lawful source for central office purposes and to allocate funds among the Schools that the Surviving Corporation operates, as permitted by applicable law and consistent with the terms of each School's charter school contract;
 - f. To have the Surviving Corporation hold each charter contract for the Schools in the network and to be responsible for the duties and obligations, and to benefit from the rights and powers, granted thereunder or under applicable laws and regulations;
 - g. To empower the Surviving Corporation to do any and all acts suitable or incidental to any of the foregoing purposes to the fullest extent permitted by law, and to empower the board of directors of the Surviving Corporation to take actions, within its lawful discretion, that will advance the mission and purpose of each School and the charter school network as a whole, and to exercise any and all powers, rights, and privileges granted under applicable laws, regulations, contracts, governing documents, or other applicable, legal instruments."

2. **Amendment and Restatement of Section III:** Section III of the Plan of Merger is hereby amended and restated as follows:

"If this Plan of Merger is approved by the Parties, and all pre-conditions are met or waived, as of the Merger Effective Date, the Articles of Incorporation and the Bylaws of the Surviving Corporation shall govern the Surviving Corporation until thereafter amended in accordance with the terms thereof or as provided by applicable law, except that as of the Merger Effective Date the Articles of Incorporation and Bylaws shall be amended such that the name of the Surviving Corporation shall be Rocky Mountain Preparatory Charter Schools. As needed, the Surviving Corporation shall file the necessary and appropriate documents to effectuate this legal name change."

3. **Amendment to Section V.2:** Section V.2 of the Agreement is hereby amended and restated as follows:

5.2 Integration of Systems. During the Interim Period RMP and the Surviving Corporation will work collaboratively, under the direction of the respective Chief Executive Officers, or their designees, to create and execute a plan for integrating the systems, operations, finances, academics, schools and all activities of RMP and the Surviving Corporation (the "System Integration Plan"). By or before March 31, 2023, the Parties will work together to create a draft System Integration Plan that will identify the areas of integration, a timeline, execution details, and resources needed to execute the Plan. The board of directors of RMP and the Surviving Corporation hereby give authority to the Chief Executive Officers of each organization to draft, negotiate, adopt and amend, as needed, the System Integration Plan.

4. **Amendment and Restatement of Section V.4a of the Plan of Merger:** Section V.4a of the Plan of Merger is hereby amended and restated as follows:

"The Surviving Corporation agrees to the following:

- a. The Surviving Corporation may change the name of the Schools, upon completion of a process through which it engages and receives feedback from the affected Schools' communities. The Surviving Corporation may, at any time, add additional branding to the name of a School (i.e. "a Rocky Mountain Prep School") without it being considered a name change."

5. **Amendment to Section VII:** The Plan of Merger is hereby amended to add the following at the end of Section VII:

6. Notwithstanding any provision of this Agreement and Plan of Merger to the contrary, after February 15, 2023, the parties shall proceed in good faith to consummate the Merger, and neither party may abandon the Merger or terminate the Agreement and Plan of Merger unless (i) both parties so agree in writing or (ii) the abandoning or terminating party has given the other party written notice of a breach by the other party of the Agreement and Plan of Merger or of a failure of a condition to the effectiveness of the Merger, and the other party fails to cure such breach or satisfy such condition within 30 days of such notice. If such a notice is given less than 30 days prior to the Merger Effective Date, then either party may extend the Merger Effective Date by up to 30 days and may file an amendment to the Statement of Merger so extending the Merger Effective Date, but in no event shall the Merger Effective Date be later than August 1, 2023.

IN WITNESS WHEREOF, agreeing to be legally bound hereby, the following authorized representatives do execute this Amendment, which Amendment shall be integrated into the Agreement upon the date of mutual execution:

STRIVE Prep:

Signature: Tricia Noyola

Printed Name: Tricia Noyola

Title: CEO, STRIVE Prep

Date: 02 / 17 / 2023

Board Members:

Kayla Tibbals

STRIVE Prep Board President

02 / 17 / 2023

Date

RMP:

Signature: Tricia Noyola

Printed Name: Tricia Noyola

Title: Interim CEO of Rocky Mountain Prep

Date: 02 / 17 / 2023

[Signature]

RMP Board President

02 / 17 / 2023

Date

Title	Amendment No. 3 to Agreement of Merger For Signature
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