

July 10, 2024

Belle Valley School District 119
rdgale@bv119.net
Attention: R.Dane Gale

RE: Therapy Services Agreement, dated 6/21/2004 (as amended or supplemented from time to time, the "Services Agreement"), by and between Belle Valley School District 119 ("you" or "your") and Therakids, P.C. ("we", "us" or the "Company")

To Whom It May Concern:

We are excited to inform you that the Company intends to enter into an agreement with Stepping Stones Healthcare Services, LLC (d/b/a The Stepping Stones Group), a Delaware limited liability company ("SSG"), pursuant to which SSG will acquire substantially all of the assets of the Company (the "Transaction"). SSG, together with its affiliates, is a leading provider of therapeutic and behavioral services to children with special needs and autism at school districts, centers and in-home settings across the country.

This letter (this "Letter") is being delivered to you in order to:

- (i) notify you that the Services Agreement is one of the assets that will be acquired by SSG upon the consummation of the Transaction (the "Closing");
- (ii) obtain your consent, effective as of the Closing, to the assignment of the Services Agreement to SSG (the "Assignment");
- (iii) confirm that all amounts that remain due and owing for services rendered by the Company prior to the Closing are reflected in the outstanding invoices previously delivered to you by the Company (the "Pre-Transaction Outstanding Amounts") and will be paid directly to the Company; and
- (iv) provide new payment instructions for services that will be rendered by SSG after the Closing.

By countersigning this Letter, you hereby acknowledge and consent to the Transaction and, effective as of the Closing, the Assignment, and you waive any right of termination, any event of default, and any other rights or remedies under the Services Agreement, in each case, arising out of the Transaction or the Assignment. You acknowledge that the Company will continue to exist after the Closing, and that the Company will remain solely responsible for all obligations and liabilities which arose under the Services Agreement prior to the Closing.

In addition, by countersigning this Letter, you hereby acknowledge and agree that the Pre-Transaction Outstanding Amounts accurately reflect all amounts that remain due and owing for services rendered by the Company prior to the Closing. You will pay the Pre-Transaction Outstanding Amounts to the Company in accordance with the same payment instructions you have previously used to pay prior invoices.

Finally, by countersigning this Letter, you hereby acknowledge and agree that all future payments to be made by you pursuant to the terms of the Services Agreement (other than, for the avoidance of doubt, payments of any Pre-Transaction Outstanding Amounts) will be directed to SSG pursuant to the payment instructions set forth on Annex I attached hereto.

The Services Agreement will continue in full force and effect pursuant to the terms and subject to the conditions set forth therein and, except as expressly set forth in this Letter, neither the Transaction nor the Assignment will modify or amend the obligations or duties set forth in the Services Agreement of either party thereto. Notwithstanding anything to the contrary in this Letter, in the event that the Closing ultimately does not occur, the terms and conditions of this Letter shall be null and void.

We do not anticipate that the Transaction or the Assignment will cause any interruption or significant difference in the services previously provided to you under the Services Agreement. If you have any questions regarding the Transaction or the other matters set forth in this Letter, please contact Traci Hartrich and Kathy Wassink at thartrich@therakids.org and therakids@hotmail.com. Please return a countersigned copy of this Letter as soon as possible to thartrich@therakids.org and therakids@hotmail.com.

This Letter may be executed by the signatories hereto in any number of separate counterparts (including by facsimile or other electronic signature(s), including DocuSign), each of which shall be deemed to be an original and all of which when taken together shall be deemed to constitute one and the same instrument.

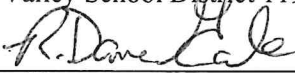
We appreciate your assistance and thank you in advance for your prompt attention to this matter.

Sincerely,

Therakids, P.C.

**ACKNOWLEDGED AND AGREED TO AS OF
THE DATE FIRST WRITTEN ABOVE BY:**

Belle Valley School District 119

By: 

Name: R. Dane Gale

Title: Superintendent

Annex I

SSG Payment Instructions

To the extent you make payment of invoices by wire transfer or other electronic means (e.g., ACH), please make all future payments (other than, for the avoidance of doubt, payments of any Pre-Transaction Outstanding Amounts) to SSG in accordance with the following wire instructions:

Bank Name: Wintrust Bank N.A.
Bank Address: 231 S LaSalle, Floor 2 Chicago, IL 60604
Beneficiary: The Stepping Stones Group LLC
Account Number: 3805111005
Routing Number: 071925444

If you make payment by check (including checks arranged by you through electronic banking), please send those payments to the following address:

The Stepping Stones Group
P.O. Box 6280
Carol Stream, IL 60197
Attention: Accounts Payable

Should you have any questions regarding these payment instructions, please contact Kasey Flowers at finance.invoices@ssg-healthcare.com or (781)-241-7999.