COMPROMISE SETTLEMENT AGREEMENT

AND MUTUAL RELEASE

This Compromise, Settlement Agreement, and Mutual Release ("Agreement") is entered into as of July __, 2026, by and between Kadima Hebrew Academy, a California nonprofit corporation ("Kadima"), and Shawn Evenhaim, trustee of the Sharon and Dorit Evenhaim Living Trust dated 7/24/97, as amended and restated on 8/7/23 (“Evenhaim”).

RECITALS

A. A dispute as described in these recitals ("Dispute") has arisen between the parties to this Agreement due to a loan that Evenhaim provided to Kadima, personal guarantee that was provided by Evenhaim to Kadima’s lender and an agreement containing covenants affecting real property.

B. Definitions:

1. Kadima Hebrew Academy, dba Kadima Day School, a California corporation 501(c)(3) inclusive of its Board of Trustees, current and former and professional staff, current and former.
2. Sharon (aka Shawn) and Dorit Evenhaim, individually and as trustees of the Sharon and Dorit Evenhaim Living Trust, guarantor(s) and provider(s) of the Letter of Credit (LOC) securing A Bond funds on behalf of Kadima to California Bank and Trust.
3. Jerry (“Arnold”), Past President of Kadima and guarantor to Kadima.
4. For purposes of this settlement, the following are the agreed-upon amounts owed by Kadima to other parties:
    a. Series A Certificates: $5,885,000
    b. Series B Certificates: $2,000,000
    c. Operational Debt and Expenses as detailed in section 2.3 of this agreement, including some amounts which are estimated and will be revised when actual amounts are recognized, and for which only the actual amounts will be paid. Estimated Total Amount: $1,357,399.02
    d. Loan from Sharon and Dorit Evenhaim: $5,531,528.16 (“Evenhaim Loan”)
    e. Loan from Fran Amkraut, Shai Grinberg, and Zack Karni: $201,000
    f. Loan from The Jewish Federation Los Angeles: $500,000

1. C. Kadima represents and warrants that, as of the date of this Agreement, it is solvent, that it is entering into this Agreement and the Deed in Lieu (defined below) in good faith and in exchange for fair and reasonably equivalent value, consisting of, among other things, Evenhaim's agreement to loan up to an additional $350,000 to cover additional costs and expenses necessary to continue to operate the Property pending the sale under Section 2.1.2, forbearance under Section 2.11 and release of claims under Section 3, and that neither this Agreement nor the Deed in Lieu are intended to hinder, delay, or defraud any creditor of Kadima.

2. D. It is now the desire of the parties to this Agreement to settle and resolve this

Dispute and all claims each has against the other with respect to this Dispute by settlement and mutual release.

NOW THEREFORE, in consideration of the terms, conditions, warranties, and covenants contained herein, the parties agree as follows:

1. Nature of Agreement. This Agreement is a compromise settlement agreement and mutual release whereby the parties hereby settle and extinguish their mutual rights and claims arising from the Dispute and their differences as to the rights, duties, and obligations each has, arising from or related to, the Dispute by mutual release, including without limitation any pleading filed or to be filed, or as to any litigation, based upon the Dispute.

2. Terms of Settlement

2.1 Kadima and its Board of Directors (the "Board") agrees to immediately sell the Property to the Jewish Success Initiative, a Delaware corporation ("Buyer"), which will continue operating the Kadima Property as a Jewish school. Kadima will enter into a purchase and sale agreement satisfactory to Evenhaim ("Sale Agreement") and will open Escrow ("Escrow")as soon as possible. The purchase price will be $15,000,000. Escrow and title services will be handled by Old Republic, Attention: Rolly Cruz - Vice President, 818-543-6580, RCruz@ortc.com ('Escrow Holder'). The anticipated closing date for the sale will be as soon as possible, but no later than September 18, 2026 (the "Required Closing Date"). Escrow and title fees shall be paid by the Seller and Buyer in accordance with standard practices for real estate transactions in Los Angeles County, California, i.e., title fees and documentary transfer tax paid by Kadima, and Escrow fee paid one-half each by Kadima and Buyer. No sales commission shall be paid from Escrow on behalf of Kadima or Buyer. If the sale of the Property to the Buyer closes on or before the Required Closing Date, and CBT and the holders of the Series A Certificates agree through the date of the Required Closing Date (at no cost to Evenhaim) to refrain from requiring Evenhaim to extend the CTB LOC, agree to forebear from declaring Kadima's default under the Transaction, and forebear from enforcing Evenhaim's guarantee under the Evenhaim Guaranty, then the following amounts shall be paid from the Escrow proceeds in the order specified below.

2.1.1 Evenhaim will assist Buyer, if needed, with coordination related to Old Republic Title Company's providing Buyer with a policy of title insurance, recognizing that Buyer originally requested a different title company.

2.1.2 To cover immediate expenses, Kadima expects to incur, before the sale and closing of Escrow on or before the Required Closing Date, up to an additional Three Hundred Fifty Thousand Dollars ($350,000), for, among other things, payment of the bank letter of credit extension fees for the Bond A, payment of past due and current payroll, and payment as needed to cover additional operational expenses that cannot be deferred until the close of escrow and distribution of sales proceeds to Kadima ("Evenhaim Advance"), as set forth on the schedule of payments and amounts, purpose, and deadlines attached hereto as Exhibit A and incorporated herein ("Anticipated Additional Expenses"). Because Kadima does not currently have the funds needed to pay

the Anticipated Additional Expenses, Kadima has requested, and Evenhaim has agreed, to lend up to the entire amount of the Anticipated Additional Expenses, provided, among other things, that Kadima repays the Anticipated Additional Expenses from the sales proceeds as set forth in this Agreement and Kadima executes a promissory note and a deed in lieu of foreclosure as outlined in Sections 2.18 through 2.20 below. Interest on the Anticipated Additional Expenses lent will be six percent (6%) per annum.

2.2 First, Escrow Holder shall use the sales proceeds to pay in full the following encumbrances:

2.2.1 Series A Certificates in the amount of $5,885,000 and any interest due.

2.2.2 Series B Certificates in the amount of $2,000,000 and any interest due.

2.3 Second, Escrow Holder shall use the then remaining sales proceeds to repay the "Note" (defined in Section 2.20 below).

2.4 Third, Escrow Holder shall use the then remaining sales proceeds to pay Evenhaim the 260,908.72 Payroll penalty that Kadima will not incur by virtue of the Evenhaim Advance.

2.5 Fourth, Escrow Holder shall use the then remaining sales proceeds to pay the estimated Operational Debt and Expenses and costs related to the sale, ("Estimated Approved Costs of Sale") as follows (with the instruction to pay **only** the actual documented costs of these Estimated Approved Costs of Sale as of the close of Escrow):

Payroll after 6/20	197,508.78	thru 7/31
Projected PTO and vacation accrual pay	59,119.12	Estimate Not to exceed
Payroll or consulting to close entity	20,000.00	estimate: actual documented costs through transfer of facility to new Owner and cover close of
Legal associated closing entity, other	25,000.00	estimate (actual documented legal, financial, 3rd party)
Tax work	8,815.00	For return EY 8/31/25 and tax return 2026 (partial). 8/31/2025 is due 7/15/26 (no extension is
5500 work	2,228.00	Terminating plan and final 5500
Unpaid AP	188,074.46	Not to Exceed

Future AP	73,122.75	estimate of anticipated known costs and 20K of vendors/ bills predicted Not to exceed
Misc: catch all	50,000.00	Estimate Not to exceed
Credit card	25,000.00	total CC balances at all times
Credit Card Interest		not reported
Interest (Bond)	76,000.00	2 months Bond A and Bond B for July and August, and Aug
Additional 1 months financing	30,000.00	estimate interest A and B bond through sale, as needed through full payment of A and B Bonds
	217,144.66	worksheet includes a round #, but there is an exact amount — confirmed as $217,144.66, the amount secured by the Deed of Trust recorded May 6, 2026 as Instrument No. 20260330120 and the related UCC-1 Financing Statement recorded as Instrument No. 20260330121. This amount shall be paid, and the related
David Shield	217,000.00	Deed of Trust and financing
Title	13,211.00	Estimate
Escrow	16,412.50	Estimate
Transfer Taxes	84,150.00	calculated based on sale price of
Other Closing Costs	5,848.69	Estimate Not to Exceed
Attorney's Fees	15,000.00	estimated attorney's fees, Not to
Payroll penalty	260,908.72	estimate: 30 days x typical hrs per day per employee (up to 8 hrs/ day) including interest.
ESTIMATED SUBTOTAL ABOVE	**1,357,399.02**	

2.5.1 Additional Transfer Tax. Kadima and Evenhaim also recognize the potential sale cost of Measure ULA which is calculated at $825,000 (5.5% of the 15M

sale). Kadima will include in its agreement with the Buyer that Buyer will make a good faith effort to obtain ULA certificate and tax exemption; however this Agreement is not contingent upon the Buyer obtaining the exemption as it not in their control. Both Kadima and the Board and Evenhaim will support the application process. In the event that the ULA exemption is not granted, this cost will be incorporated into the Estimated Approved Costs of Sale and allocations of remaining proceeds will be adjusted accordingly.

2.5.2 In the event the Estimated Approved Costs of Sale paid by the Escrow Holder are less than the amount reflected in this Section 2.5 and 2.5.1 if applicable, then the remaining amount will augment the proceeds of the sale and be used to pay the additional amounts as set forth in the following subparts of this Section 2. Escrow holder may only make payments or distributions as specified in Sections 2.3, 2.4 or this Section 2.5, or alternatively, Sections 2.6 or 2.7 below. If Escrow Holder receives a demand for payment, believes there are additional costs, expenses, or payments to be made, or if Escrow holder believes the Estimated Approved Costs of Sale and/or the purchase price are insufficient to cover a required cost or expense to close Escrow, including the amounts set forth in Escrow Holder must immediately notify Kadima and Evenhaim in writing of the amount and the reason for the required payment to close Escrow. Kadima and Evenhaim shall promptly meet to try to agree on paying the excess amount. If Kadima and Evenhaim cannot reach a mutual agreement by the Required Closing Date, this Agreement shall terminate and be of no force or effect. At that time, Evenhaim shall be relieved of his forbearance and other obligations under this Agreement and may pursue any legal or equitable remedies available due to Kadima's default on its repayment and other obligations under the Transaction.

2.6 Third, in the event the Federation of Greater Los Angeles ("Federation") forgives the $500,000 it claims it lent to Kadima ("Federation $500,000 Loan"), Escrow Holder shall distribute the remaining sales proceeds as set forth below in the following percentages:

2.6.1 Evenhaim - 96.5%

2.6.2 Amkraut/Grinberg/Karni - 3.5%

2.6.3 If any sales proceeds remain after paying Evenhaim the full amount of $5,270,619.44 ($5,531,528.16 less the $260,908.72 Payroll penalty savings) and Amkraut/Grinberg/Karni $201,000, the remaining proceeds shall be donated to Buyer for the promotion of Jewish education.

2. 7 Fourth, alternatively, if the Federation refuses to forgive the $500,000 loan, the Escrow Holder shall distribute the remaining sales proceeds as set forth below in the following percentages:

2.7.1 Evenhaim - 89%

2.7.2 Amkraut/Grinberg/Karni - 3.2%

2.7.3 Federation – 8%

2.74. If any sales proceeds remain after paying Evenhaim the full amount of $5,270,619.44 ($5,531,528.16 less the $260,908.72 Payroll penalty savings) , Amkraut/Grinberg/Karni $201,000, and the Federation $500,000, the remaining proceeds shall be donated to the Buyer for the promotion of Jewish education.

2.75 If after allocation of all sale proceeds any of the debts are not paid in

full, the individuals who were not paid in full will receive charitable donation letters for the amount that will not be repaid and is not recoverable.

2.8 No later than the Required Closing Date, Kadima will deliver to Evenhaim an executed dated charitable donation letter confirming the fully paid donation of $470,000 by Evenhaim to Kadima for the year 2026 in a form acceptable to Evenhaim. Additionally, the pledge receivable reflected in Kadima's current records shall be eliminated. The final version of the charitable donation letter must be delivered to Evenhaim at least ten days before the Required Closing Date for his approval.

2.9 Kadima will use its best efforts to enter into the sales agreement for the sale of the Property to Buyer for a purchase price of Fifteen Million Dollars ($15,000,000) and to close the sale of the Property by the Required Closing Date ("Sale Agreement"). Kadima and its Board of Directors represent and warrant that Kadima has entered the Sales Agreement and that Escrow has been opened. Kadima will provide Evenhaim with full access to Escrow Holder and title, and for all matters concerning the purchase and sale of the Property, including all documents and communications. Concurrent with Kadima's execution of the Escrow instructions for the sale of the Property to the Buyer, Kadima will deliver to the Escrow Holder an executed irrevocable Escrow instruction satisfactory to Evenhaim, instructing the Escrow Holder to pay and distribute the proceeds of Escrow in accordance with the foregoing provisions. The proposed irrevocable Escrow instruction shall be delivered to Evenhaim no later than one business day after Kadima and the Buyer execute a binding purchase and sale agreement for the Property, for Evenhaim to approve.

2.10 Evenhaim will cooperate in removing all encumbrances on the Property controlled by Evenhaim as directed by Escrow Holder where necessary to deliver to the Buyer title to the Property free and clear of same, provided: (i) Escrow closes on or before the Required Closing Date; (ii) and that upon the close of Escrow Evenhaim receives all the amounts due Evenhaim pursuant to this Section 2.

2.11. Pending the Required Closing Date and provided that Kadima does not breach its obligations in this Agreement and/or Escrow instructions for the purchase and sale of the Property, Evenhaim agrees to forbear from collecting the amount owed by Kadima to Evenhaim.

2.12 Pending the Required Closing Date, Kadima agrees to continue operating the Property and the school on it in the ordinary course of business and to refrain from seeking any creditor protection, including filing litigation or bankruptcy or other creditor protection proceedings to delay or avoid paying the amounts owed by Kadima related to the Transaction and/or the amount specified in the Estimated Approved Costs of Sale.

2.13 In consideration of the accommodations set forth herein, Kadima agrees that upon the occurrence of any Insolvency Event (defined below), Evenhaim shall be immediately and absolutely entitled to, and Kadima hereby consents to, the following relief, whether singly, alternatively or cumulatively (and Kadima shall not assert or request or cause any other person or entity to assert that any automatic stay or any stay otherwise provided by applicable law operates to stay, condition, reduce or inhibit the

following rights of Evenhaim. Evenhaim shall be entitled to the immediate termination of the automatic stay or any stay otherwise provided by applicable law without further application to or order from any court, whereupon Evenhaim shall be immediately entitled to enforce and exercise its rights and remedies in accordance with this Agreement, the Deed in Lieu of Foreclosure, and all previously-recorded Deeds of Trust and other instruments and enforce and exercise any or all rights and remedies provided at law or in equity.

Notwithstanding the foregoing, the parties acknowledge and agree that: (a) the automatic stay under 11 U.S.C. § 362(a) arises by operation of law upon the commencement of any bankruptcy case and cannot be terminated, waived, or dispensed with by private agreement; (b) Evenhaim shall not take any action to enforce the Deed in Lieu, any Deed of Trust, or any other remedy against the Property or Kadima that would otherwise violate the automatic stay unless and until Evenhaim has first obtained an order of the bankruptcy court granting relief from the automatic stay, or the stay has otherwise terminated by operation of law; and (c) this Section 2.13 and Kadima's agreements herein are intended to constitute Kadima's advance stipulation and consent to such relief, admissible in support of, and intended to entitle Evenhaim to seek, expedited and unopposed relief from the automatic stay, and not as a representation that such relief is self-executing or requires no order of the bankruptcy court.

2.14 Upon the filing of any motion or other pleading or the taking of any other action by Evenhaim in any bankruptcy case of filed by Kadima or in any other Insolvency Event (defined below), for relief from the automatic stay, for relief from any stay otherwise provided by applicable law, for a modification or lifting of the automatic stay or any stay otherwise provided for by applicable law as it relates to Evenhaim and its rights and remedies against Kadima whether under this Agreement, the Deed in Lieu, or any Deed of Trust or loan document and/or any rights and remedies provided at law or in equity (including, for the avoidance of any doubt, any rights and remedies as against the Property), Kadima shall not in any manner whatsoever oppose or object, and shall not request or cause any other party to oppose or object, to such motion or pleading or other action, but, rather, hereby irrevocably consents thereto, and Evenhaim shall be entitled to relief from any automatic stay imposed in the bankruptcy case or any stay otherwise provided by applicable law.

2.15 Upon the commencement of any voluntary or involuntary bankruptcy case (in which the involuntary bankruptcy case shall continue undismissed for sixty (60) days or an order or decree approving or ordering the involuntary bankruptcy case shall be entered), by or against Kadima, Kadima hereby irrevocably waives and agrees:

3. 2.15.1 not to seek a supplemental stay or other relief, whether injunctive or otherwise, pursuant to Bankruptcy Code section 105 or otherwise, to stay, condition, reduce or inhibit the ability of Evenhaim to enforce the provisions of this Agreement and to exercise any and all of its rights and remedies under any Deed of Trust, Deed in Lieu or any other loan document and/or any rights and remedies provided at law or in equity (including, for the avoidance of any doubt, any rights and remedies as against the Property); and

2.that Kadima will not, without the express written consent of Evenhaim, seek to use, transfer, or otherwise dispose of the Property.

16. An "Insolvency Event" includes any of the following:

4. 2.16.1 a case or proceeding is commenced against Kadima seeking a decree or order in respect of Kadima (1) under the Bankruptcy Code or any other applicable federal, state or foreign bankruptcy or other similar law, (2) appointing a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) for Kadima or for any substantial part of Kadima's assets, or (3) ordering the winding up or liquidation of the affairs of Kadima, and such case or proceeding shall remain undismissed or unstayed for sixty (60) days or more or a decree or order granting the relief sought in such case or proceeding is granted by a court of competent jurisdiction; and/or

16.2. Kadima (1) files a petition seeking relief under the Bankruptcy Code or any other applicable federal, state or foreign bankruptcy or other similar law, (2) consents to or fails to contest in a timely and appropriate manner to the institution of proceedings thereunder or to the filing of any such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) for Kadima or for any substantial part of Kadima's assets, (3) makes an assignment for the benefit of creditors, (4) takes any action in furtherance of any of the foregoing, or (5) admits in writing its inability to, or is generally unable to, pay its debts as such debts become due.

Notwithstanding Sections 2.13 through 2.16 above, nothing in this Agreement waives, or shall be construed to waive, Kadima's right to file a voluntary petition for relief under the Bankruptcy Code, which right cannot be waived as a matter of law, nor does anything in this Agreement waive the rights of Kadima's other creditors or bind Kadima's board of directors in advance not to exercise its fiduciary judgment regarding whether to contest an involuntary petition, the appointment of a custodian or receiver, or any other Insolvency Event, if and when such matters arise. The consents and stipulations set forth in Sections 2.13 through 2.16 are intended to be given effect to the maximum extent enforceable under applicable bankruptcy law, including as evidence supporting expedited relief from the automatic stay, and are not intended to, and shall not be construed to, constitute a prohibited advance waiver of any right that belongs to Kadima's bankruptcy estate or its creditors generally, as opposed to Evenhaim individually.

2.17 Kadima's filing of a voluntary petition for relief under the Bankruptcy Code, or the filing of an involuntary petition against Kadima that is not dismissed within sixty (60) days, shall constitute an immediate and uncured "Event of Default" under this Agreement, notwithstanding Section 2.13, entitling Evenhaim to exercise all rights and remedies available to him, including recording the Deed in Lieu (subject to the automatic stay and any relief therefrom), enforcing any Deed of Trust, and accelerating all amounts owed to Evenhaim by Kadima. Section 2.13 and this Section are intended only to define Kadima's

default for breach of Section 2.13 and to preserve Evenhaim's remedies, and not to prevent Kadima from filing for bankruptcy protection.

2.18 In the event Kadima files, or has filed against it, a petition for relief under the Bankruptcy Code, Kadima agrees, and agrees to use best efforts to cause any successor in interest, including any trustee, examiner, or debtor in possession, to support and not oppose a stipulation providing Evenhaim with adequate protection with respect to the Property, the Deed in Lieu, and any and all Deeds of Trust, or a defined timeline for the sale or disposition of the Property.

2.19 Concurrent with the execution of this Agreement, Kadima shall deliver to Evenhaim original certified copies of resolutions in the form acceptable to Evenhaim from its Board of Directors unconditionally approving this Agreement, including without limitation Kadima's sale of the Property, and Kadima's delivering the Deed in Lieu.

2.20 Concurrently with the execution of this Agreement, Kadima shall execute and deliver to Evenhaim a Deed in Lieu of Foreclosure conveying the Property to Evenhaim ("Deed in Lieu"). The Deed in Lieu is being executed and delivered substantially contemporaneously with, and in exchange for, new value consisting of Evenhaim's forbearance under Section 2.11 and release of claims under Section 3, and not in satisfaction of any antecedent debt.

2.21 The Deed in Lieu shall be held in escrow by Old Republic Title Company pursuant to irrevocable escrow instructions providing that the Deed in Lieu shall be recorded automatically and without further authorization from Kadima upon written certification by Evenhaim that (i) the Required Closing Date has passed without the closing of the sale of the Property to Buyer, or (ii) Kadima has otherwise defaulted under this Agreement; provided, however, that if Kadima has filed, or has had filed against it, a petition for relief under the Bankruptcy Code, Escrow Holder shall not record the Deed in Lieu unless and until Evenhaim has obtained relief from the automatic stay or other authorization from the bankruptcy court permitting such recordation.

2.22 Security Documents. The Deed in Lieu, together with the Secured Promissory Note of even date herewith in the original principal amount of 350,000 (the "Note") and the Deed of Trust described in Section 2.23 below, are collectively referred to herein as the "Security Documents." The Security Documents are being executed and delivered substantially contemporaneously with, and in exchange for, new value consisting of Evenhaim's forbearance under Section 2.11 and release of claims under Section 3, and not in satisfaction of any antecedent debt.

2.23 Existing Security; Amendment Rather Than New Lien. Kadima and Evenhaim acknowledge that the Property is currently encumbered by three Short Form Deeds of Trust recorded September 7, 2005, as Instrument Nos. 05-2149284, 05-2149286, and 05-2149287, Official Records of Los Angeles County (collectively, the "2005 Deeds of Trust"), securing, respectively, the Series 2005B Installment Sale Agreement, the Covenant Agreement (as defined in Section 2.28 below), and the Indemnity Agreement dated August 1, 2005. In lieu of recording a new deed of trust,

Kadima and Evenhaim shall execute, deliver, and record an amendment to the Short Form Deed of Trust recorded as Instrument No. 05-2149287 (the "DOT Amendment"), restating and increasing the amount of indebtedness secured thereby to include all amounts owed to Evenhaim under this Agreement and the Note, and confirming that, to the maximum extent permitted by law, such Deed of Trust continues to secure the amounts owed to Evenhaim with priority dating from its original recordation on September 7, 2005, except that any increase in the secured amount over the amount originally secured shall be secured only as of the date of recordation of the DOT Amendment. References in this Agreement to the "Deed of Trust" mean the Short Form Deed of Trust recorded as Instrument No. 05-2149287, as amended by the DOT Amendment. Kadima and Evenhaim further acknowledge that, according to the Title Report (defined in Section 2.24 below), the Property is also encumbered by a Deed of Trust dated April 30, 2026 and recorded May 6, 2026 as Instrument No. 20260330120, Official Records of Los Angeles County, in the original principal amount of $217,144.66, in favor of David Shield Security Inc., a California corporation, as beneficiary, together with a related UCC-1 financing statement recorded the same date as Instrument No. 20260330121 (collectively, the "David Shield Lien"). The amount secured by the David Shield Lien is included in the Estimated Approved Costs of Sale set forth in Section 2.3. Kadima shall cause the David Shield Lien to be paid in full from Escrow and reconveyed, and the related financing statement terminated of record, concurrently with the Closing, and shall deliver a payoff demand and UCC-3 termination statement to Escrow Holder in sufficient time to permit recording at Closing. Kadima represents that, other than the 2005 Deeds of Trust, the Deed of Trust described in Section 2.23 below in favor of California Bank and Trust, and the David Shield Lien, there are no other deeds of trust, mortgages, or other monetary liens of record against the Property as of the date of this Agreement.

2.24 Title Report; Priority Confirmation. Within ten (10) business days after the execution of this Agreement, Kadima shall cause Old Republic Title, or another title company reasonably acceptable to Evenhaim, to deliver to Evenhaim a current preliminary title report for the Property, together with copies of all documents referenced therein, including without limitation any deed of trust or other lien in favor of California Bank and Trust and any subordination, guaranty, or similar agreement between Evenhaim and California Bank and Trust, including the Limited Guaranty dated August 1, 2025. Evenhaim's obligations under Section 2.9 and elsewhere in this Agreement to forbear from collecting amounts owed by Kadima are conditioned upon Evenhaim's reasonable satisfaction, following review of such title report and related documents, that the relative priority of Evenhaim's liens against the Property is as represented by Kadima in this Agreement. Kadima has delivered to Evenhaim the Preliminary Report issued by Old Republic Title Company, Order No. 2676032526-48, dated May 11, 2026 (the "Title Report"), which satisfies the initial delivery requirement of this Section 2.24. The Title Report discloses, among other exceptions, (i) the David Shield Lien described in Section 2.21, and (ii) an Abstract of Judgment recorded September 1, 2021 as Instrument No. 20211341007 (Los Angeles Superior Court Case No. 19CHLC25088), naming William B. Cohen, individually and dba Kadima Hebrew Academy, as creditor. Kadima represents that it is not the judgment debtor named in such Abstract of Judgment and that such exception does not constitute a valid lien against the Property, and Kadima shall use best efforts to cause Old Republic Title to remove that exception from its title report prior to

Closing or, failing removal, to provide Evenhaim with reasonably satisfactory evidence that it does not affect title. Not later than five (5) business days prior to the Closing, Kadima shall cause Old Republic Title to deliver to Evenhaim an updated preliminary title report confirming (a) satisfaction, reconveyance, or acceptable subordination of the David Shield Lien, (b) no new monetary liens or encumbrances recorded against the Property since the date of the Title Report other than those contemplated by this Agreement, and (c) the continued priority of the Deed of Trust as represented in Section 2.23. Evenhaim's reasonable satisfaction with such updated title report is a condition to Closing.

2.25 Subrogation. To the extent Evenhaim pays, satisfies, or cures any default of Kadima under the Series A Certificates, the Letter of Credit and Reimbursement Agreement with California Bank and Trust, or Sharon Evenhaim's Limited Guaranty dated August 1, 2025 (or any successor or replacement guaranty), whether pursuant to Section 2.1 of this Agreement or otherwise, Evenhaim shall be subrogated to all rights, liens, and priority of California Bank and Trust, or its successor, to the extent of such payment, and Kadima shall, and shall use best efforts to cause California Bank and Trust to, execute such documents as are reasonably necessary to evidence and perfect such subrogation.

2.26 Kadima shall obtain, at its sole cost, an ALTA lender's title insurance policy insuring the priority of the Deed of Trust in an amount not less than the amount owed to Evenhaim, naming Evenhaim as the insured.

2.27 Notwithstanding Section 2.7.5, the irrevocable instructions shall direct that the amounts owed to Evenhaim under Section 2.6 or, alternatively, Section 2.7, be disbursed directly to the client trust account of Evenhaim's counsel for the benefit of Evenhaim, and such amounts shall not be disbursed to, or pass through the control of, Kadima.

2.28 Covenant Agreement; Resolution. Kadima and Evenhaim are also parties to that certain Agreement Containing Covenants Affecting Real Property dated August 1, 2005, recorded September 8, 2005 as Instrument No. 05-2160625, Official Records of Los Angeles County (the "Covenant Agreement"), which restricts use of the Property to a non-profit Jewish day-school operated under the name "Evenhaim Family Campus," and which is secured by the Short Form Deed of Trust recorded as Instrument No. 05-2149286 in the amount of $7,200,000. Concurrently with the Closing, and as a condition to the Closing, either: (a) Evenhaim and Kadima shall execute and record a Termination of Agreement Containing Covenants Affecting Real Property and Reconveyance, terminating the Covenant Agreement and reconveying the Deed of Trust securing it, in consideration of the amounts to be paid to Evenhaim under this Agreement; or (b) if Evenhaim and Buyer instead agree that Buyer will continue to operate the Property as a non-profit Jewish day-school under a name acceptable to Evenhaim, Evenhaim, Kadima, and Buyer shall execute and record an Assumption of Agreement Containing Covenants Affecting Real Property, pursuant to which Buyer assumes Kadima's obligations under the Covenant Agreement and the Covenant Agreement and the Deed of Trust securing it are amended to run against Buyer and the Property as so used. Kadima shall notify Evenhaim in writing no later than fifteen (15) days prior to the Required Closing Date which of clause (a) or (b) the parties intend to pursue, and escrow

for the sale of the Property to Buyer shall not close until the applicable instrument under clause (a) or (b) has been executed and is ready for recordation concurrently with the grant deed to Buyer.

2.29 Reconciliation of Indebtedness. Kadima and Evenhaim acknowledge that the "Indebtedness" secured by the 2005 Deeds of Trust and the "Minimum Sum" and "Excess Proceeds" defined in the Indemnity Agreement and the Assignment of Excess Proceeds dated August 1, 2005, were calculated based on amounts owed and Property values as of 2005, and that the amounts owed to Evenhaim as of the date of this Agreement, as set forth in Recital B and Sections 2.6 and 2.7 above, supersede and restate such prior amounts for all purposes. The DOT Amendment shall confirm that the indebtedness secured by Instrument No. 05-2149287 is amended to equal the amounts owed to Evenhaim under this Agreement and the Note.

2.30 Insider Status; Arm's-Length Documentation. Nothing in this Agreement shall be construed as an admission by Evenhaim that he is an "insider" of Kadima within the meaning of 11 U.S.C. § 101(31); however, the parties intend that the DOT Amendment, this Agreement, and the other Security Documents be documented and executed in a manner consistent with an arm's-length transaction, including the solvency and fair value recitals set forth in Section 2.20 above.

2.31 Upon payment in full of all amounts owed to Evenhaim under this Agreement, Evenhaim shall promptly (i) execute and deliver a full reconveyance of the Deed of Trust, (ii) return or cause to be canceled the Deed in Lieu, and (iii) instruct Escrow Holder to destroy the Deed in Lieu without recording it.

3. Release of Claims. As of the closing date of the Escrow for the sale of the Property to the Buyer, each party releases the other and their respective agents, attorneys, heirs, employees, officers, directors, representatives, successors in interest, trustees, beneficiaries and servants from all rights, claims, causes of action, losses, damages, liabilities, costs or demands of whatever nature, whether anticipated or unanticipated, and whether known or unknown, which either party has, may claim to have, or at any time has had, or will have against the other party, in any way, in connection with or by reason of any act, omission, matter, cause or thing whatsoever, including those arising out of or from the Dispute, directly or indirectly. In this connection, Evenhaim and his wife, Dorit Evenhaim, shall be fully and completely released and discharged in both their individual and trustee capacities. Kadima's release as set forth in this Agreement shall also release Arnold. Also, the parties intend that all current and former members of the Board of Directors of Kadima join in releasing Evenhaim and Arnold and the other Evenhaim and Arnold releasees, and that Kadima and all current and former members of the Kadima Board of Directors are likewise released.

4. Complete Release. This Agreement constitutes a waiver of any rights or benefits which the parties have or may have by virtue of the provisions of California Civil Code §1542, which provides that:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at

> the time of executing the release, which, if known by him or her, must have materially affected his or her settlement with the debtor.

The parties hereby expressly acknowledge that the effect and import of this provision has been fully explained to them by their attorneys. This Agreement shall act as a release of future claims that may arise from the Dispute, whether such claims are currently known or unknown, foreseen, or unforeseen. The parties understand and acknowledge the significance and consequence of this specific waiver of §1542 and hereby assume full responsibility for anything that may hereafter result from the Dispute.

5. No Admission of Liability. This Agreement is a compromise of disputed claims and the fact that the parties hereto have determined to compromise such disputed claims by entering into this Agreement is not to be construed as an admission of liability or otherwise on the part of the parties hereto.

6. Covenant Not To Sue. The parties hereto covenant that they will not hereafter commence or continue any action or other legal or equitable proceedings against one another which is based upon any claim or cause of action based on the Dispute which is released herein, however, that this covenant shall not be construed so as to limit the right of the parties, or any of them, to commence an action or proceeding to enforce this Agreement or to prosecute a claim or cause of action which has not been released by them, or any one of them.

7. No Prior Assignment. The parties hereto represent and warrant to the other that they have not heretofore assigned or transferred, purported to assign or transfer, to any other person or entity any claim or other matter herein released. The parties hereto hereby warrant and represent that each is duly authorized to enter into this Agreement and to settle, release and discharge every debt, judgment, claim, liability, demand, action and cause of action mentioned herein.

8. Further Assurances. The parties hereto will execute any additional instruments as may be reasonably required in order to carry out the purposes and intent of this Agreement and to fulfill the obligations of the parties hereunder.

9. Counterparts. This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or e-mail, through scanned or electronically transmitted .pdf, .jpg or .tif files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimile or scanned documents were an original executed counterpart.

10. Governing Law. This Agreement shall be deemed to be made in the State of California and shall be governed by the laws of the State of California.

11. Binding Effect. This Agreement shall be binding and conclusive upon and inure to the benefit of the respective parties hereto and their successors, heirs, assigns,

executors, administrators, and legal representatives.

12. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which the party may be entitled.

13. Invalid Provisions. Invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

14. Headings. The headings in this Agreement are inserted for convenience of reference only and are not to be considered in construction of the provisions hereof.

15. Containment of Entire Agreement and Rules of Construction. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged. Each of the parties to this Agreement represents and warrants that they have not relied upon any statement, promise, representation or warranty in entering into this Agreement other than the promises, representations and warranties contained herein. The parties to this Agreement agree that the normal rules of construction to the effect that any ambiguities in this Agreement are to be resolved against the drafting party shall not be employed in interpretation of this Agreement. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

16. Notices. All notices, demands, approvals and other communications provided for herein shall be in writing and be delivered by telecopier, overnight air courier, personal delivery or registered or certified U.S. mail with return receipt requested to the appropriate party at its address as follows:

Evenhaim:
Shawn Evenhaim
21510 Roscoe Blvd,
Canoga Park, Ca 91304
Shawn@Balaciano.com

With a copy to:

Narvid Scott LLP
Attention: Michael B. Scott, Esq.
15760 Ventura Boulevard, 18th floor
Encino, CA 91436
mscott@narvidscott.com

Kadima:

With a copy to: *

Addresses for notice may be changed from time to time by written notice to all other parties, pursuant to this Section. If any communication is given by mail it will be effective upon the earlier of (a) 48 hours after deposit in the U.S. mail with postage prepaid or (b) actual receipt, as indicated by the return receipt; if given by telecopier, when sent provided that an additional copy of such notice is sent the same day by another acceptable means of giving notice under this paragraph 16; and if given by personal delivery or by overnight air courier, when delivered.

17. Attorney Representation. Each of the parties to this Agreement represents and warrants that they have received or have had an opportunity to have independent legal advice from their counsel with respect to the settlement provided for herein and have made such investigation of the facts pertaining to this Agreement and of all matters pertaining to this Agreement as they deem necessary.

18. Confidentiality/Non-Disparagement/Public Announcement.

18.1 The Parties understand and agree that this Agreement, and the matters discussed in negotiating its terms are entirely confidential. Except as provided herein, the Parties hereto, their agents, heirs, successors, assigns, attorneys, employees, trustees, insurers, and servants agree that they: (1) will not divulge to third parties any of the terms of this Agreement, including, but not limited to, the existence or amount of the payment referenced in Section 2; and (2) will use their best efforts to keep the terms and conditions of this Agreement private and confidential, and will not disclose, request, or consent to disclosure by others, discuss or otherwise disseminate said information, or the manner in which this matter has been resolved, to anyone in any way, unless specifically required by law to do so, and in that event, only such information as the law requires to be disclosed shall be disclosed. The Parties agree that they will not make any public statement (oral or in writing) which defames or disparages any other party hereto. In response to any inquiry regarding the dispute involving the Purchase Agreement or its subject matter, the Parties agree to only state that “the matter has been resolved” or similar words to that effect. Nothing contained herein shall be deemed to prevent the Parties from disclosing the existence or terms of the Agreement if such disclosure is compelled by court order or

legal process. The Parties shall be permitted to disclose or report such information to their insurers, and further as may be necessary for tax or accounting purposes and may disclose the existence or terms of this Agreement to their respective professionals, including their accountants and/or attorneys, provided that said professionals are advised of this confidentiality clause and instructed to guard the confidentiality of the information.

18.2 Upon the opening of Escrow, Kadima will issue a press release (approved by Evenhaim) announcing that the Property is in escrow for sale to another Jewish day school. The press release will thank Shawn and Dorit Evenhaim for their generous support of Kadima over the years and acknowledge the additional financing they provided, necessary to permit Kadima to complete the sale.19. Incorporation of Recitals. The Recitals set forth in this Agreement are contractual and a material part of this Agreement and are the result of negotiation among the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FOR KADIMA:

By: _____
Print Name:_____
Title: _____

By: _____
Print Name:_____
Title: _____

FOR EVENHAIM:

By:_____
Shawn Evenhaim, trustee of the Sharon and Dorit Evenhaim Living Trust dated 7/24/97, as amended and restated on 8/7/23

APPROVED AS TO FORM:

NARVID SCOTT LLP
A Professional Corporation

By: _____
MICHAEL B. SCOTT, Attorneys for Evenhaim

Leslie Cohen Law

By: _____
LESLIE COHEN, Attorneys for Kadima

The undersigned acknowledge that they have read this Agreement and agree to be bound thereby.

_____ Dated: July __, 2026
Print Name: _____

_____ Dated: July __, 2026
Print Name: _____

_____ Dated: July __, 2026
Print Name: _____

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