

This Agreement is entered into between Nightlight Christian Adoptions (Nightlight) and Prospective Adoptive Parents in regard to services to be provided by Nightlight to Adopting Parents. Nightlight is a licensed adoption agency that provides services in a variety of areas of the adoption process, including family assessments (home studies), birth parent counseling, birth parent selection of adopting parents, birth parent relinquishments, domestic infant adoptive placements, adoption from foster care placements, foster care services, post-placement supervision, court reports and international adoptions.

Good communication is essential in a successful adoption. Nightlight encourages prospective adoptive parents to ask questions to assure that they fully understand the adoption process, the services which Nightlight provides, and the fees and costs involved. Determining who will assist you in the adoption process is an important decision and prospective adoptive parents are urged to fully investigate any adoption professional they use.

DESCRIPTION OF ANCHORED IN HOPE SERVICES

Agency Anchored in Hope Program

The Agency Anchored in Hope program consists of all necessary elements to complete an adoption from foster care, except legal services. Nightlight conducts in and out of state networking; assists county and out of state agencies with coordination of services; searches for children within the prospective adoptive family's criteria, provides on-going training; prepares the adoption plan; assists in child placement in the Prospective Adoptive Parents' home; provides post-placement support and supervision.

Interstate Adoption

Nightlight provides adoption from foster care services for clients who are adopting from a state other than their state of residence. In all cases, Nightlight cooperates with a licensed private or public agency in the other involved state. An interstate adoption includes assisting the adopting parents with networking, screening and/or matching. Upon matching, Nightlight enters into a contract with the child's sending state agency to provide ongoing placement and post placement services.

Program Fees and Costs

The program fees for this program are \$10,000. Additional expenses, including the home study fees, vary depending on Prospective Adoptive Parents' state of residence. A current list of fees and expenses is attached hereto as Exhibit A.

A home study is typically current for a period of one year from its completion. Home studies are updated annually. A home study update occurs when the original home study is more than 12 months old or there have been significant changes, such as a job change, move, or the addition of a child to the Prospective Adoptive Parents' family.

Term of Agreement

The basic term of this agreement shall be for a period of one year from the date hereof, or one year

from the date of the completion of the home study, in the case of Anchored in Hope program clients. Before extending this agreement when a home study is nearing expiration, the Prospective Adoptive Parents must receive approval from Nightlight, update their home study according to the current fee schedule, and pay the applicable program fees. If, after 12 months from receiving home study approval, no child match has been identified and any of the following conditions have not been met—approval to continue in the program, completion of a home study update, or payment of required program fees—this contract will expire.

Legal Services and Fees

Fees for legal services are not included in any of the fees quoted by Nightlight and are typically covered by the sending state public agency. In the event that the legal fees are not covered by the sending state agency, they would be the responsibility of the Prospective Adoptive Parents.

Child Referrals/Matching

Prospective Adoptive Parents understand that it is their responsibility to conduct searches for available children they would like Nightlight to inquire about on their behalf. Nightlight will also conduct searches and inquiries of available children on the Prospective Adoptive Parents' behalf. Prospective Adoptive Parents understand that Nightlight will not begin searching for available children or submit an inquiry on an available child or sibling group on behalf of the Prospective Adoptive Parents without having received a finalized copy of the Prospective Adoptive Parents' approved home study. Prospective Adoptive Parents further understand that even if they are drawn to a particular child that they have seen photo-listed, or otherwise hope to adopt, that this child will not be exclusively held for them by the state child welfare system and that an official match does not occur until after they have received an approved match by the child's sending state welfare agency and the support of Nightlight.

Nightlight receives information about the child who is under consideration for adoption from the sending state. Nightlight shall make reasonable efforts to obtain the date the child came into care, the child's condition at the time, any significant illnesses or hospitalizations, & all available medical, psychological, developmental and historical records regarding the referred child. Nightlight shall provide Prospective Adoptive Parents with copies of all the referred child's medical, developmental, and social records, as received by the child welfare agency. Nothing in this agreement shall be construed to create an obligation on the part of Nightlight to conduct any assessment, evaluation, testing, or screening of any child.

Prospective Adoptive Parents understand that Nightlight is to be involved in all aspects of the referral, matching, transition, and placements process and intentionally leaving Nightlight out of the process is grounds for termination of this agreement.

Prospective Adoptive Parents understand that a specific child's adoption status may change at any time and is beyond Nightlight's control. For example, a child may choose not to be adopted, the sending state could place the child with another family, or it may be determined by the state welfare agency that the child is no longer legally free for adoption.

In rare circumstances, Nightlight may also withdraw adoption approval if it is found that such an adoptive placement is not in the best interest of the child.

Nightlight does not assume any duty to independently verify the information given to the agency by referral sources, governmental agencies, foster families or other sources, nor will Nightlight make an independent investigation into the child's legal situation. Prospective Adoptive Parents agree not to expect or rely upon Nightlight to verify or investigate the truth of information provided to the agency by the referral source or other parties at the time of referral or in the future. Any representations to the Prospective Adoptive Parents by Nightlight are only opinions; employees of Nightlight are not legal experts.

Medical, Developmental, and Emotional Risks

Nightlight cannot predict an adoptive child's mental or physical development, emotional and/or personality characteristics, health, medical problems, learning disabilities, intellectual ability, hyperactivity, attention deficits, attachment and/or bonding issues, appearance or inherited characteristics. Nightlight will pass on to Prospective Adoptive Parents all information that is provided to Nightlight by the referral source and/or state agency.

Prospective Adoptive Parents understand and acknowledge that the medical and social information given to the agency by the referral source and passed on to Prospective Adoptive Parents may be incomplete or erroneous. Prospective Adoptive Parents are encouraged to consult with a pediatrician, or other appropriate medical specialists, to review such information and provide Prospective Adoptive Parents with an opinion regarding this information, or absence of such information, before accepting a match with any child.

Prospective Adoptive Parents further understand and acknowledge that a referred child may have undiagnosed or misdiagnosed medical, development, emotional or physical problems which may be temporary or permanent. Such problems may not be apparent until after the child is in Prospective Adoptive Parents' home. Nightlight cannot guarantee the accuracy or completeness of any information given to the agency about the child.

Nightlight does not assume any duty to independently verify the information given to the agency by referral sources, governmental agencies, hospitals, doctors or other sources, nor will Nightlight make an independent investigation into the child's background and health or social situation. Prospective Adoptive Parents agree not to expect or rely upon Nightlight to verify or investigate the truth of information provided to the agency by the referral source or other parties at the time of referral or in the future. Any representations to the Prospective Adoptive Parents by Nightlight are only opinions; employees of Nightlight are not medical experts.

Prospective Adoptive Parents specifically agree to hold the agency harmless and not to pursue any legal action against Nightlight in any way at any time for the child's physical, emotional or mental health or development or ability to integrate into Prospective Adoptive Parents' family.

Time Frame

Adoptions are unpredictable in many ways, one of them being the time frame in which Prospective Adoptive Parents will receive a match or a placement of a child. There can be no assurances or guarantees that Prospective Adoptive Parents' adoption will proceed in any specific length of time.

Post Placement/Adoption Supervision

When a family has received physical custody of a child prior to receiving a final adoption decree, Nightlight will be required to provide supervision of the placement until the adoption is finalized. Reports prepared by the Prospective Adoptive Parents' home study provider at this time are called post placement reports. If required by the sending state, reports prepared by the Prospective Adoptive Parents' home study provider after you receive a final adoption decree are called post adoption reports.

During the post placement phase of the adoption, Nightlight is responsible for monitoring and supervising the child's placement to ensure that the placement remains in the best interest of the child and ensures that at least the number of home visits required by State law are performed. Prospective Adoptive Parents agree to comply with the post placement requirements of Nightlight, the sending state, and their state of residence.

Nightlight will provide Adoptive Parents with the specific post placement/adoption requirements of the sending state prior to the placement of a child but cautions you that these requirements may be amended by the sending state or Nightlight at any time prior to the adoption of your child. This means that it is necessary for the home study agency to visit Prospective Adoptive Parents periodically during this period and to submit post placement/adoption reports to the sending state after each visit. In addition, Nightlight must receive copies of your final adoption decree.

Prospective Adoptive Parents hereby agree to cooperate with Nightlight in scheduling these post placement/adoption visits on a timely basis. Prospective Adoptive Parents waive any right to confidentiality of information pertaining to their adoption if it is necessary for Nightlight to seek to enforce these obligations by Prospective Adoptive Parents.

Adoption Finalization – Disruptions and Dissolution

Prior to the point of finalization, the adoption proceedings may be terminated by the adopting family, the child (usually if over 10 years of age), or the sending state public agency.

The officials in the sending state must be notified and included in any decisions made.

In the event of a disruption, Prospective Adoptive Parents agree to notify their Nightlight team immediately. Prospective Adoptive Parents further agree to follow all recommendations made by Nightlight and the requests of the sending state public agency.

Until the sending state personnel arrive to assume physical custody of the child, Prospective Adoptive Parents agree to be financially responsible for the child, including, but not limited to, temporary care and medical costs. Prospective Adoptive Parents further agree that any custody transfer will take place in the best interest of the child.

Nightlight has created a Post Adoption Connection Center which has many resources and services for post placement/adoption families. Within the PACC, post placement/adoption families are given 3 free hours of post placement/adoption counseling for any families who are struggling. In addition, each Nightlight office remains available to support families in their adjustment to placement. Each family completes a post adoption support plan which identifies post-adoption resources with their home study provider, prior to completion of their home study. It is Nightlight's hope to assist families who are experiencing challenges so that they are successful in their adoption.

While we are here to assist you, please understand that once your adoption is finalized, you are the legal parents of your adopted child(ren) and are therefore responsible for the child(ren) up to the point when your parental rights are legally terminated.

Other Terms and Conditions

All Anchored in Hope program clients agree to begin the home study process by signing the agreement for home study services within 30 days of completing their Anchored in Hope program orientation. Failure to do so will result in the program case being closed and the termination of this agreement. The case may be eligible to be reopened if deemed appropriate by Nightlight and all of the necessary steps have been taken to reopen the case.

All program fees are billed in phases which closely approximate the progress and work performed on your adoption. Unless specified in advance, we do not bill for our services by the hour, nor do we keep track of the time spent on each client account. The fees paid by you are non-refundable when due and paid under the fee schedule. Specifically, no fees are contingent upon the successful completion of an adoption.

Nightlight provides clients with monthly statements only if there has been activity on the case or if a balance is outstanding. All fees and costs are due and payable in accordance with the fee schedule or when billed. A late fee of 12% annual (1% monthly) will be assessed for fees more than 30 days past due. Agency program fees are subject to change with 90 days' notice.

While most foster children have Medicaid, neither Nightlight, nor its employees can be responsible for any medical bills for the child. The Prospective Adoptive Parents are expected upon successful placement of the child in their home to be responsible for any medical bills not paid by Medicaid and/or private insurance or for the deductible that may be left over from Medicaid and/or private insurance. The child not having Medicaid or private insurance is not an acceptable reason to delay recommended medical or mental health treatment services.

To that end, you agree as the prospective adoptive parent(s) to sign whatever financial responsibility forms are necessary as required by the County or State agency or any such forms required by Nightlight.

We understand that all fees are non-refundable.

Providing false information or failing to disclose required information is grounds for terminating your application without refund of any fees paid.

Acknowledgement of Risk

Nothing in this Agreement and nothing in Nightlight's statements to Prospective Adoptive Parents shall be construed as a promise or guarantee about the outcome of Prospective Adoptive Parents' adoption. Because of the nature of adoption, Nightlight makes no representations as to the outcome of an adoption. No guarantee can be given, although a candid exchange of questions and views between Nightlight and Prospective Adoptive Parents is always encouraged.

Attorneys' Fees. If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.

Governing Law. This Agreement shall be governed by the laws of the State of California. The parties agree that the proper venue for any action under this agreement shall be Orange County, California.

Complaint Policy. Nightlight's Complaint Policy is a part of this agreement and can be found in your checklist which you received with this agreement. Should a dispute arise from this agreement, Prospective Adoptive Parents agree to first exhaust all options through Nightlight's Complaint Procedure including all appeals to the Nightlight Board of Directors before taking any additional legal action. By executing this Agreement, Adopting Parents acknowledge receiving this information.

Nightlight does not take any action to discourage Adopting Parents from filing complaints or retaliate against any client for making a complaint or expressing a grievance.

We, the undersigned, understand that it is our duty as Nightlight clients to report any suspected child abuse to Nightlight Christian Adoptions. This includes if we witness any suspicious behavior towards a child by a biological parent, expectant parent, adoptive parent, Nightlight employee, or overseas workers. These suspicions will be immediately reported to our Nightlight adoption advocate and/or the child protective services department of our state of residence.

Waiver of Liability

The Prospective Adoptive Parents acknowledge and understand all the risks of adoption as set forth in this document. Prospective Adoptive Parents wish to pursue an adoption plan and to seek an adoptive placement, knowing and assuming all the medical, legal and other risks of adoption as set forth in this document. Prospective Adoptive Parents agree to this waiver understanding that it is limited and specific to those risks which have been described or reasonably implied in this document.

Prospective Adoptive Parents hereby waive, release, and forever discharge Nightlight, its employees, home study providers, officers, directors, successor corporations and affiliates from any and all claims, demands, charges, causes of action, liabilities, penalties, costs and expenses,

including attorney fees, that Prospective Adoptive Parents who sign this waiver may have now or in the future against Nightlight, its employees, home study providers, officers, directors, successor corporations, affiliates and any third party, including, but not limited to, any governmental body, or any other individual or organization. Nothing herein shall relieve any party of liability imposed by law for intentional acts or gross negligence and not subject to a general waiver of liability.

We understand that Nightlight Christian Adoptions uses photographs of families and children for educational and promotional purposes. Therefore, we authorize Nightlight to utilize our photographs in the newsletter, scrapbook, office bulletin boards, social media, and general use (ex. frames at promotional events.) This includes photographs sent to Nightlight by families and taken at various events sponsored by Nightlight.

In an effort to protect the privacy of the children, who are being considered for adoption or in the process of adoption, Nightlight requires that each client agrees not to discuss, post, or disclose personal information regarding any child information you may receive on the internet. We understand this agreement includes but is not limited to the posting of pictures, discussions of child locations, and personal information concerning the child or your particular adoption case in chat rooms, discussion boards, websites, and online journals/diaries. Any family violating this policy will be subject to termination as a client of Nightlight.

Exception: a family may create [not join] a by-invitation-only page for the purpose of updating family and friends about the adoption.

Participation in social media groups should be restricted to gathering/sharing general information about the adoption process [not your agency, your case, or your child.]

Additional Adoptive Parent Responsibilities

Prospective Adoptive Parent(s) must be diligent throughout the adoption process in promptly completing their responsibilities. A failure to promptly complete any of the following responsibilities may not only be cause for the termination of the Agreement but may also jeopardize the Prospective Adoptive Parents' adoption.

Communication

Prospective Adoptive Parents shall maintain open communication with Nightlight. Prospective Adoptive Parents shall communicate directly to Nightlight with any questions or concerns about the adoption process. Further, Prospective Adoptive Parents shall communicate with Nightlight before taking any action that may jeopardize the adoption, this includes a breach of the referred child's confidentiality.

Prospective Adoptive Parents shall communicate with Nightlight regarding a change in status or change in plans within five (5) business days of such change. Prospective Adoptive Parent(s) shall keep Nightlight fully informed within five (5) business days of the following changes while this Agreement is in effect:

(a) Marital status;

- (b) Employment;
- (c) Financial status;
- (d) Home address;
- (e) Email address;
- (f) Phone number;
- (g) Family composition;
- (h) Additional household member;
- (i) Pregnancy;
- (j) Criminal history of any household member (excluding minor traffic infractions);
- (k) Change in health status of any household member;
- (l) Any allegations of child abuse or neglect against any household member;
- (m) Any efforts made by Prospective Adoptive Parent(s) to adopt a child through any means or entity other than Nightlight; and/or
- (n) Any other significant change.

Prospective Adoptive Parents are obligated at all times to provide Nightlight with truthful, accurate, and complete information throughout the duration of this Agreement.

Obligations

Prospective Adoptive Parents agree to complete all required pre-adoption education and any additional education requested by Nightlight prior to the completion of their home study and/or match with a child. Prospective Adoptive Parents further agree to complete all child specific education assigned to them by Nightlight.

Prospective Adoptive Parents agree not to make arrangements for visits with the child or to begin the child's transition without having completed the referral review process and received Nightlight's permission to take these steps.

Transferring Nightlight Programs

In the event that the Prospective Adoptive Parents have begun the adoption process from one country or program and desire to switch to another country or program, Nightlight will offer families a 25% transfer of non-pass through fees paid in the first program toward the fees due in the 2nd program.

In the event that the Prospective Adoptive Parents switch programs to match with a waiting child, Nightlight will offer families a 40% transfer of non-pass through fees.

Agency Right to Terminate Services

We understand that Nightlight Christian Adoptions has the right to terminate this Agreement with the agency without refund of fees for any of the following reasons:

- My/Our failure to pay fees or expenses within the time agreed to in this Agreement;
- My/Our failure to cooperate and comply with all reasonable requests of Nightlight in reference to our foster/adoptive placement;

- My/Our failure to maintain current supporting documents and annual education requirements as outlined by state licensing regulations, and Nightlight;
- My/Our failure to keep Nightlight informed in writing of any changes or occurrences in our lives, prior to actual placement or during the period of finalization, which might render us ineligible to adopt, including but not limited to, loss of job or income, bankruptcy, diagnosis with significant mental or physical illness, marriage dissolution, moving to a new residence, etc.
- My/Our breach of any term of this Agreement; including not providing Nightlight and the State with at least 14 days to find another placement for the child if a family wishes to disrupt;
- My/Our perpetuation of fraud, tort, or crime, whether in connection with the use of Nightlight's services or otherwise, or any conduct of ours whatsoever that Nightlight, in its sole discretion, believes to be criminal or fraudulent;
- My/Our actions, as determined solely by Nightlight, which could interfere with Nightlight's relationships with other clients, licensing entities, the State, any government entity, any court jurisdiction or legal counsel, or any person or business with whom Nightlight has relationships, including but not limited to our attempts to secure a child outside of Nightlight's auspices or normal business practices;
- My/Our conduct, as determined solely by Nightlight, which renders it difficult for Nightlight to carry out the purpose and spirit of this Agreement, which will include conduct on our part that causes Nightlight to have concern as to whether the placement of any child in our home is truly in the best interest of the child;
- My/Our mistreatment, as determined solely by Nightlight, of any person associated with Nightlight, including, without limitation, any rude, offensive, or disrespectful conduct taken toward any person associated with Nightlight;
- My/Our attempt to foster/adopt a child from any other resource at or near the same time that we attempt to foster/adopt a child from Nightlight, unless Nightlight has been notified in writing within 2 business days of our initiation or decision to begin the adoption process with another resource. Furthermore, we agree that Nightlight can terminate our adoption proceedings if;
- Nightlight determines, in its sole discretion, that the placement is not in the best interest of the child or children, even if our home study approves us for multiple placements. My/Our failure to keep Nightlight informed in writing of any changes or occurrences in our lives, prior to actual placement or during placement, which might render us ineligible to foster or adopt, including but not limited to, loss of job or income, bankruptcy, diagnosis with significant mental or physical illness, marriage dissolution, moving to a new residence, etc.
- Any misrepresentation by me/us to Nightlight or any other individual or entity in any way connected to our foster care/adoption process, whether in writing (including all representations in this agreement) or otherwise.

- If Nightlight discovers that we have made a payment of any kind to induce the release of a child.
- A determination by Nightlight that the child's placement with us is not in the child's best interest.
- Any failure or refusal by the state entity to grant the child placement.

We understand that Nightlight uses a secure database for storing our adoption information. As an applicant of Nightlight Christian Adoptions, we understand and agree to submit online forms through this database from application through post adoption reporting. This database, which is encrypted and backed up on a remote server, will remain in use even after our adoption is complete, as a way to access adoption information for our family required by state and federal laws. As a client of Nightlight, we agree to these terms.

Nightlight makes no representations as to the outcome of an adoption from foster care placement. No guarantee can be given, although a candid exchange of questions and views between the parties is always encouraged.

Providing false information or failing to disclose required information is grounds for terminating your application without a refund of any fees paid.