

State of South Dakota

Office of the Secretary of State

CERTIFICATE OF AUTHORIZATION Postsecondary Education

I, **Monae L. Johnson**, Secretary of State of the State of South Dakota, hereby certify that

Midwest Dental Hygienist School

meets the requirements to provide postsecondary education in the State of South Dakota pursuant to South Dakota Codified Law 13-48. This registration has an effective date of **May 19, 2026** and will be valid through **June 30, 2026**.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of South Dakota, in Pierre, the Capital City, this day, May 19, 2026.

Monae L. Johnson

Monae L. Johnson
Secretary of State

7. Is the Applicant an instrumentality of the State of South Dakota under the jurisdiction of the South Dakota Board of Regents?

YES NO

If "NO", please indicate whether the Applicant is either (check one of the following):

An instrumentality of another state (please list the state agency which has jurisdiction over Applicant)

State	Agency		
Street Address	City	State	ZIP+4
Contact Phone Number	Fax Number		

Legally established to operate in South Dakota as a business entity

DL323813

South Dakota Business ID

Midwest Dental Hygienist School, LLC

South Dakota Business Name

8. Is the Applicant accredited by an accrediting agency recognized by the United States Department of Education?

YES - Please include a COPY of your Accreditation.

If "YES", please indicate the following:

Accrediting Commission for the Community and Junior Colleges

Accrediting Agency			
428 J Street, Suite 400	Sacramento	CA	95814
Street Address	City	State	ZIP+4

Effective date of most recent grant of accreditation: January 16, 2024

Term or expiration date of most recent accreditation: January 24, 2031

NO

If "NO", Application submission MUST include documentation of an affiliation agreement whose terms make another postsecondary institution, which is accredited by an accrediting agency recognized by the United States Department of Education, responsible for awarding academic credit and educational credentials to its students and maintaining transcripts for such students:

ATTACHMENT A

ADDITIONAL SITES AT WHICH APPLICANT OPERATES EDUCATIONAL PROGRAMS

(Must be accompanied by an Application for Certificate of Authorization to Provide Postsecondary Education or Amendment thereof.)

1. _____
Name

Street Address City State ZIP+4

2. _____
Name

Street Address City State ZIP+4

3. _____
Name

Street Address City State ZIP+4

4. _____
Name

Street Address City State ZIP+4

5. _____
Name

Street Address City State ZIP+4

6. _____
Name

Street Address City State ZIP+4

(Make additional copies of this Attachment as may be necessary and submit with Application)

9. Has the Applicant ever been ordered to cease operations?

YES

If "YES", please indicate the following

Jurisdiction _____

Agency that made the order _____

The date ordered to cease operations _____

Dates the cease operation was in effect: _____

Is the cease operations order still in effect?

YES

NO

NO

The undersigned acknowledges that Applicant is required to notify the Secretary of State Office within thirty (30) days of a change in information set forth in this Application, including any changes in information set forth in any Attachments or other accompanying information. The undersigned has executed the foregoing document and, under penalties of perjury, certifies that the information provided herein, and in support thereof, is true and correct.

The application must be signed by an authorized officer of the postsecondary educational institution. No person may execute this report knowing it is false in any material respect. Any violation may be subject to a criminal penalty (SDCL 22-39-36).

Dated

5-19-26

Todd J. Loftus
Signature of an authorized person

TODD J. LOFTUS
Printed name

OWNER
Title

Submit Application to:
South Dakota Secretary of State
500 East Capitol, Suite 204
Pierre, SD 57501

Or email us at:
SOS.EDU@state.sd.us

This Educational Partnership Agreement ("Agreement"), effective as of the date last signed below ("Effective Date"), is entered into by and between Carrington College ("College"), a tradename of Carrington College (CA), Inc., a California corporation, with its principal offices located at 3828 W. Caldwell Avenue, Visalia, CA 93277, and GMAX Development ("Participant") with its principal place of business located at Galleria Tower I, 13355 Noel Road, Suite 1100, Dallas, Texas 75240. This Agreement refers to Carrington and Participant collectively as "the Parties." In consideration of the mutual promises and representations set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

PURPOSE OF THIS AGREEMENT. College is a premier private college offering academic programs both on campus and online learning platforms. Participant is a dental support organization providing non-clinical management and administrative services to its partnered dental practices, including business development. Subject to the terms of this Agreement, the Parties desire to enter into this Agreement to encourage workforce development of Participant's partners by advertising and offering a tuition reduction to employees of Participant's partners ("Employees") for the Program specified in this Agreement.

THE PROGRAM OFFERED. College will offer to Employees a tuition discount for the Bachelor of Science in Dental Hygiene program ("Program"). The requirements of the Program are outlined in College's course catalog. The most current catalog may be viewed on College's website: <https://www.Carrington.edu>. The offering of the Program is subject to change by College at any time in its sole discretion, including its elimination. As improvements are made to the Program, the required courses may change; however, credit hour requirements will follow the specifications of the catalog in effect at the time of enrollment. The Program's cohorts may consist of both Employees and students from the general public. Seats in the Program are not guaranteed and shall always be subject to availability. College is not required to reserve seats for Employees.

PARTICIPANT'S DUTIES AND RESPONSIBILITIES. Participant understands and agrees that College may announce this Educational Partnership both internally and publicly by a co-branded landing page, press releases, and the like. Participant will work with College to communicate to Employees the benefits of the Program by: (1) providing advertising space on electronic communications to Employees and digital boards at its partners' facilities as well as link the landing page to Participant's benefits pages, website, and social media accounts; (2) allowing College access to facility(ies) to present information regarding the Program to Employees via information meetings, webinars, or lunch and learns to be held at least once a quarter; and (3) allowing College to distribute marketing materials, post flyers, and other activities as appropriate, all of which must be consistent with Participant's policies.

CARRINGTON'S DUTIES AND RESPONSIBILITIES. College shall provide the co-branded landing page, marketing literature, and informational sessions to Employees at College's expense to promote continuing education and support Employees' educational goals. Employees who enroll in the Program and start prior to December 31, 2026 are eligible to receive a credit applied to their Student Accounts equal to fifteen percent (15%) of the current published tuition rates. Employees who enroll and start the Program on or after January 1, 2027 are eligible to receive a credit equal to ten percent (10%) of the current published tuition rates. These credits ("Participant Discount") shall be in effect for the Term of this Agreement unless terminated earlier in accordance with the terms stated below. College reserves the right to change tuition rates at any time, and the Participant Discount will be applied only as an offset to the tuition rates published in College's College Catalog in effect at the time of enrollment. Employees are not eligible to use this Participant Discount in conjunction with any other scholarships, awards, promotions, and/or other programs offered by College unless expressly agreed to by College in the Employee's MOU at the time of admission. College shall provide a College Admissions Advisor for the Program as a primary contact and resource to Employees.

CLAIM OF PARTICIPANT DISCOUNT. To claim the Participant Discount, Employees must enter into a Memorandum of Understanding ("MOU") with College, which will be provided as part of College's application process. It is Employees' responsibility to advise the College Admissions Advisor that they seeking the Participant Discount. Employees will submit the MOU with their admissions application to College. MOUs submitted after the application process will not be honored. Nothing herein shall be interpreted to guarantee admission of Employees to the Program.

REQUIREMENTS TO MAINTAIN ELIGIBILITY. The Participant Discount will only be granted to Employees who remain continuously enrolled in one of the Program and take the required courses necessary to complete the Program. Continuously enrolled is defined as no breaks in enrollment that are greater than fourteen (14) days unless an approved leave of absence has been granted by College. Employees who do not maintain continuous enrollment will no longer be eligible to receive the Participant Discount. Employees will not be obligated to reimburse College for the completed courses where the discounted tuition rate has been awarded. Employees must also maintain a minimum 2.0 grade point average.

GENERAL TERMS.

Promotional Materials and Use of Marks and Logos. The Parties agree to collaborate with one another in the development, distribution, and accuracy of all marketing materials to ensure clarity and transparency to Participant's employees. The Parties agree that such marketing efforts are not to cause an undue burden to either Party. College shall maintain sole discretion over the distribution and removal of any promotional materials if College deems in its sole discretion that such materials do not meet College's marketing policies and guidelines. Participant may not use College's marks or logos except in displaying and distributing

Carrington's marketing materials to Participant's employees. Participant hereby grants College the right and license to publish and/or use Participant's logos or trademarks for all purposes connected with this Agreement, including without limitation, the use of Participant's logos or trademarks for advertising relating to College for the Program, recruiting of Participant Employees, and publishing materials relating to College. College's right to utilize Participant's logos and trademarks will survive the termination or expiration of this Agreement for a reasonable period of time until College is able to revise and update such materials. Notwithstanding the foregoing license, Participant shall retain all right, title and interest in and to Participant's logos and trademarks.

Term. This Agreement shall be effective when signed by all Parties and shall remain in effect until the earlier of (a) one year from the Effective Date of this Agreement ("Term"), or (b) the termination of this Agreement by either Party as provided in this section. The renewal of this Agreement shall be subject to mutual written consent of the parties involved.

Termination by Party. Either Party may terminate this Agreement with thirty (30) days written notice to the other Party. In the event this Agreement is terminated, any of Employees enrolled in any of the Program at the time of termination will be permitted to continue their studies and complete the Program under the terms specified in this Agreement provided such Employees maintain Continuous Enrollment.

Termination for Participant's Failure to Perform. Should Participant default in the performance of this Agreement or materially breach any of its provisions, College, at its option, may terminate this Agreement by giving five (5) days' written notice to Participant.

Non-Exclusivity: This Agreement does not create an exclusive agreement between the Parties. Both Parties have the right to work with other parties in the same or similar capacity.

Entire Agreement. This Agreement contains the entire understanding of the Parties and replaces all other agreements or understandings, written or verbal, which may be in effect between the parties relating to the subject matter herein.

Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of California without regard to the conflict of law principles contained therein.

Non-Assignability. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.

Notice. Any notice which may be given by a party under this Agreement shall be deemed duly delivered by reputable carrier, hand delivered or electronic mail to the party at the following address(es) or email address:

For College:
Carrington College
Attn: Angela Heinz
3828 W. Caldwell Avenue
Visalia, CA 93277

trainingworkforcedevelopment@carrington.edu

For Participant:
GMAX
Attorney Jimmine L. Haigler
400 Galleria Parkway, Ste 1579
Atlanta, GA 30339

attorneyhaigler@gmaxseo.com

Counterparts and Electronic Execution. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Any signature by electronic means shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, and the Parties hereby waive any objection to the contrary.

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed by themselves or by their duly authorized representatives as of the day and date written below their signatures.

COLLEGE

Signed by:

Nick Gomez

By: _____
Name: Nick Gomez
Title: President
Date: 5/1/2026 | 10:04 AM PDT

PARTICIPANT

Signed by:

Glenn Hudson

By: _____
Name: Glenn Hudson
Title: COO
Date: 5/1/2026 | 7:31 PM PDT