

T² CHARTERS MANAGEMENT AGREEMENT MOUNTAIN VIEW PREPARATORY

This Management Agreement (the "Agreement") is made and entered into as of September 25, 2023 by and between T² Charters, LLC ("T² Charters"), a South Carolina limited liability company, and Mountain View Preparatory ("MVP"), a South Carolina public charter school organized under a South Carolina non-profit corporation, each a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, in conjunction with T² Charters and use of their model, the MVP Board of Directors ("MVP Board") has applied for and been granted a charter (the "Charter") from the Limestone Charter Association on behalf of Limestone University ("Authorizer" or "Sponsor") to organize, govern, and operate a public charter school, as described in the South Carolina Charter Schools Act of 1996, as amended (the "Act");

WHEREAS, T² Charters was established, among other things, to manage public schools and to provide assistance and expertise, including regulatory, financial, facilities, and other advice, in connection with the organization and operation of public-school academies;

WHEREAS, MVP desires to develop educational excellence at MVP based on T² Charters' school model, design, comprehensive educational program, and management principles;

WHEREAS, subject to the terms of this Agreement, the MVP Board has approved the T² Charters model and curriculum and agrees that it is in MVP's best interests to enter into this Agreement with T² Charters;

WHEREAS, the MVP Board desires to engage T² Charters to manage MVP's educational services, human resources, operations, and finances, all as set forth below, while the MVP Board governs; and

WHEREAS, MVP anticipates entering into a charter contract with its Sponsor indicating that MVP has contracted with and expects to continue contracting with an education management organization ("EMO") that may offer support in the management of MVP in a manner consistent with the Charter and the charter contract.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

ARTICLE I

EDUCATIONAL SERVICES AND ADMINISTRATIVE SERVICES

1.1 Educational Services.

- (a) For the Term (as defined in Article II below), T² Charters shall be responsible for educational services (the "Educational Services") to be provided to MVP and its students as described in this Section. T² Charters shall implement the educational goals

and programs set forth in the Charter and established by the Board, including but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications of pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes (collectively the “Educational Program”). If T² Charters determines that it is advisable to modify the Educational Program set forth in the Charter, T² Charters will provide written notification to the MVP Board specifying the changes it recommends and the reasons for the proposed changes. No changes in the Educational Services shall be implemented without the prior approval of T² Charters and the MVP Board, and if required under the Act, the Authorizer. T² Charters shall provide the MVP Board with periodic written reports specifying the level of achievement of each of MVP’s educational goals set forth in the Charter and detailing its plan for meeting any educational goals that are not being attained. These reports will be submitted to the Board quarterly, and at such other times as specified in Board policy as the same may be changed from time to time. The Educational Services shall be in compliance with applicable state and federal laws, rules, and regulations.

The Educational Services include, but are not limited to, the following:

Curriculum. The development and implementation of the curriculum used at MVP;

- i. Instruction. Oversight and coordination of the services to be provided by instructional and administrative personnel, including the School Principal(s) and the rest of the leadership team, the teachers, and support staff, all in accordance with Article VI below;
 - ii. Special Education. Oversight and coordination of all provisions of special education services to MVP students in conformity with the requirements of the Authorizer/Local Education Agency (“LEA”), state and federal laws, and applicable regulations and policies;
 - iii. Extra-Curricular and Co-Curricular Programs. Oversight and coordination of the development and implementation of appropriate extra-curricular and co-curricular activities and programs approved by the Board, including the operation and oversight of MVP’s athletic programs as approved by the Board; and
 - iv. Additional Educational Management. Oversight and coordination of any unforeseen needed services as deemed necessary or expedient for the provision of teaching and learning at MVP as may be agreed to in writing between the parties.
- (b) T² Charters will be responsible and accountable to the Board for the provision and management of the Educational Services, provided that such obligations, duties, and responsibilities are limited by the MVP Budget established pursuant to Section 1.2(a) (iii) (F) below, and T² Charters will not be required to expend funds on such services in excess of the amounts set forth in such MVP Budget unless approved by the Board

and T² Charters.

1.2 Administrative and Operational Services.

- (a) For the Term (as defined in Article II below), T² Charters will provide to MVP the following administrative and operational services:
- i. Personnel Management. T² Charters will be responsible for all management and professional development under Title II funds and any federal or state required training of all personnel providing Educational Services and Administrative Services in accordance with Article VI below;
 - ii. Facility Rental, Operation and Maintenance. Operation and maintenance of MVP's facilities (the "Facilities") to the extent consistent with any and all leases or other documents pertaining to the Facilities, including oversight and management of any repairs and renovations undertaken by MVP with respect to the Facilities;
 - iii. Business Administration. Administration of the following business aspects of MVP:
 - (A) Additional Support Services. The MVP Board and T² Charters will discuss the support services needed. If it is agreed that additional support services are necessary, the MVP Board will amend its budget accordingly, and T² Charters will provide for such services in accordance with the MVP Board's procurement policies.
 - (B) Payroll. MVP staff employed by T² Charters will receive pay through direct deposit as established by T² Charters .
 - (C) Employee Handbook. T² Charters will provide an employee handbook to all employees and provide training and in-service related to employee expectations.
 - (D) Transportation and Food Services. Transportation to and from school and food services are not currently planned for MVP. If future budgets include these services, then T² Charters will be responsible for managing the provision of transportation and food services whether contracted services are used or in-house services are established.
 - (E) Marketing and Public Relations. T² Charters will coordinate, create and distribute all advertising, media, and public relations efforts, including community outreach programs. Any marketing plan provided by or through T² Charters must be approved by the MVP Board, in its discretion. Any marketing costs paid by MVP must be limited to costs specific to MVP and must not include costs for marketing of T² Charters or any other school served by T² Charters. T²

Charters shall be transparent and fair in its efforts to market MVP.

(F) Budgeting and Financial Reporting.

1. The Board is responsible for adopting an annual budget (the "MVP Budget") to be approved by the Board in its sole discretion in accordance with the provisions of the Act that has adequate resources to fulfill its obligations under the Charter, including but not limited to its oversight of T² Charters, the organization of MVP, negotiation of the Charter and any amendments, payment of employee costs, insurance required under the Charter and this Agreement, the annual financial audit, and retention of the board's independent legal counsel, independent auditors, and independent consultants. All capital expenditures and disposition of property owned by MVP are subject to approval by the MVP Board in its sole discretion. In addition, the Board is responsible for determining the required budget reserve amount included as part of the MVP Budget, for implementing fiscal policies that will assist MVP in attaining the stated budget reserve amount, and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. Beginning with respect to the first school year governed by this Agreement, T² Charters will prepare and present to the Board a proposed annual budget for consideration and modification by the Board. Future annual budgets will be prepared by T² Charters in the same general manner as the first year's annual budget (unless a different format is required by the Code, the Charter, the Authorizing Body, or the Board) and will be subject to the approval of the Board. The MVP Budget will include, but not be limited to, the financial details relating to the Educational Services and Administrative Services to be provided pursuant to this Agreement and may be amended from time to time as deemed necessary by the Board.
2. T² Charters shall prepare detailed statements of all revenues received, from whatever source, with respect to MVP, and detailed statements of all expenses, including an accounting of expenditures for services rendered to, or on behalf of, MVP by T² Charters, whether incurred on-site or off-site.
3. T² Charters shall prepare all other financial statements as required by and in compliance with the Charter, the Code, bond continuing disclosures (as applicable), and other applicable laws and regulations, including such documentation as may be required by the independent certified public accountants

retained by the Board to perform annual audits of MVP's financial statements. The cost of the audit will be the responsibility of MVP and will be provided for in the MVP Budget.

4. T² Charters shall prepare all other reports on the finances and operation of MVP as requested or required by the South Carolina Department of Education (the "SCDE"), the Board, or the Authorizer to ensure compliance with the terms of the Charter. Monthly unaudited financial statements will be provided to the Board by T² Charters at least three (3) business days before the regular monthly board meeting.
5. T² Charters shall provide other information on a periodic basis or as requested by the MVP Board with reasonable notice as may be reasonably necessary to enable the MVP Board to monitor T² Charters' performance under this and any related agreements, including the effectiveness and efficiency of its operations at MVP.

(G) Maintenance of Financial and Student Records.

1. T² Charters will maintain MVP's financial records as required by applicable law and in no event for less than the entire term of this Agreement. T² Charters shall make MVP's financial records promptly available to the MVP Board for inspection and copying at the MVP Board's request. In addition, all MVP records shall be available pursuant to any requirements of the South Carolina Freedom of Information Act.
2. T² Charters will maintain accurate student records pertaining to students enrolled in MVP as is required and, in the manner, provided by the Charter, the Code and applicable laws and regulations, together with all additional MVP student records prepared by or in the possession of SCDE.
3. T² Charters shall retain such records on behalf of MVP, until this Agreement or its renewal(if any) is terminated, at which time such records will be delivered to MVP, which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such student records are and shall be at all times the property of MVP).
4. During the term of this Agreement, MVP may disclose confidential data and information to T² Charters and its

respective officers, directors, employees, and designated agents to the extent permitted by applicable law, including without limitation, the Individuals with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 300.610 - 300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Code, ; the Americans with Disabilities Act, 42 USC § 12101 et seq.; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d- 13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Code. T² Charters and MVP will maintain the proper confidentiality of such records as required by law and the Charter, including the provisions of the Family Educational Rights and Privacy Act (20 USC Section 1232g *et seq*) ("FERPA"). T² Charters and its respective officers, directors, employees, and designated agents are hereby authorized to serve as agents of MVP, having a legitimate educational interest in the school and its students for purposes of the FERPA such that they are jointly and severally entitled to access the educational records of the students for all purposes related to FERPA.

5. T² Charters will maintain accurate employment, business, and other records pertaining to the operation of MVP as is required and, in the manner, provided by the Charter, the Code and applicable laws and regulations, together with all additional MVP employment, business and other records prepared by or in the possession of T² Charters. T² Charters shall retain such records permanently on behalf of MVP until this Agreement or its successor agreement (if any) is terminated, at which time such records will be delivered to MVP, which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such employment, business, and other records are and shall be at all times the property of MVP). T² Charters and MVP will maintain the proper confidentiality of such records as required by the Charter and applicable law. All MVP records shall be physically or electronically available, upon request, at MVP's physical facilities. The financial, educational, operational and student records pertaining to MVP are MVP property and are public records subject to disclosure in accordance with the provisions of the South Carolina Freedom of Information Act. This Agreement shall not be construed to restrict the Authorizing Body's or the public's access to these records under the Freedom of Information Act or the Charter, except to the extent permitted by law.

6. The Board shall be entitled at any time upon reasonable notice to T² Charters to audit the books and records of T² Charters pertaining to its operation of MVP pursuant to this Agreement (including, without limitation, the financial records relating thereto). T² Charters shall cooperate with the MVP Board's independent auditor.
- iv. Admissions. Implementation of MVP's admission and student enrollment policy in accordance with the Charter and applicable laws and regulations.
- v. Student Hearings. T² Charters will administer all student disciplinary and special education hearings in conformity with the requirements of the Code, the procedures established by the Board, and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the Board's duties and obligations under the Code and other applicable laws and regulations.
- vi. Academic Progress Reports. T² Charters will provide to the Board on an annual basis (or as necessary for the Board to satisfy its obligations under the Charter, the Code and other applicable laws and regulations) a report detailing (A) MVP's students' academic performance, and (B) T² Charters' performance of the Educational Services and Administrative Services.
- vii. Rules and Procedures. T² Charters will recommend to the Board rules, regulations, and procedures applicable to MVP and its students and will enforce such rules, regulations and procedures adopted by the Board that are not in direct conflict with this Agreement, the Charter, the Code and other applicable laws and regulations. The Board shall exercise good faith in considering the recommendations of T² Charters on such issues, subject to the constraints of law and the requirements of this Agreement and the Charter, but the Board is responsible for determining the fiscal and academic policies that will govern the operation of MVP, including policies relative to the conduct of students while in attendance at MVP or in route to and from MVP.
- viii. Student Satisfaction Forms. T² Charters will provide to the Board copies of Student Satisfaction Forms as required through ESSA to be completed by parents of MVP's students, with copies or summaries thereof promptly provided to the Board on an annual basis.
- ix. Financing. The parties recognize that MVP may be required to incur unsecured and/or subordinated financing to fund building repairs or renovations, start-up costs or other working capital requirements, some or all of which T² Charters shall arrange. Any such loans shall be structured to require repayment in full during the term of the Charter, and MVP Budgets shall provide for repayment in accordance with the loan terms. If T² Charters provides co-signs, or guarantees such debt financing, the loan and the terms thereof will be separately documented. All loans or other arrangements that impose financial

obligations on MVP must be specifically considered and approved by the MVP Board prior to such obligations being incurred by MVP.

- x. MVP Funds. The Board authorizes T² Charters to determine the depository of all funds received by MVP. All funds received by MVP shall be initially deposited in MVP's depository account. The Board will determine from time to time authorized signatories on the depository account. T² Charters shall be authorized to conduct the banking activities through appropriate means so that T² Charters may carry out its financial services responsibilities as described in this Agreement. All funds received by MVP belong to MVP. All interest or investment earnings on MVP deposits shall accrue to MVP. Notwithstanding any other provision in the section if MVP subsequently secures facility financing, the Board will establish depository accounts and signatories for the facility financing prior to closing.
 - xi. Additional Administrative Services. T² Charters shall provide any other services reasonably necessary or expedient for the effective administration of MVP as agreed to in writing from time to time by T² Charters and the Board.
- (b) The Administrative Services will be provided in accordance with the Educational Program, the Act, and the Charter.
 - (c) Subject to this Agreement, the Charter, the Act, other applicable laws and regulations, T² Charters may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that T² Charters supplies the Board with written notice of such modifications.
 - (d) T² Charters will be responsible and accountable to the MVP Board for the provision of the Administrative Services, provided that such obligations, duties, and responsibilities are limited by the expenses controlled by the Board in MVP Budget established in Section 1.2(a)(iii)(D) above, and T² Charters will not be required to expend funds on such services in excess of the amounts set forth in such MVP Budget unless approved by the Board and T² Charters.
 - (e) The MVP Board shall have the right to select and retain legal counsel to advise it regarding its rights and responsibilities under the Charter, this Agreement, and applicable law. The cost thereof will be the responsibility of MVP and will be provided for in the MVP Budget.
- 1.3 **Place of Performance: Provision of Offices.** With assistance from T² Charters, MVP is responsible for the acquisition by purchase or lease of Facilities that comply with all of the requirements of the Charter and will provide T² Charters with necessary and reasonable classroom and office space at the Facilities to perform all services described in this Agreement. T² Charters will provide instructional, extra- curricular, co-curricular and operational services at the Facilities. T² Charters may provide other services elsewhere, unless prohibited by the Charter and applicable laws.

- 1.4 **Authority.** By this Agreement, the Board provides T² Charters all authority and power necessary and proper for T² Charters to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority and power may not be delegated under the provisions of the Code, any other applicable laws and regulations, or the Charter; provided further that no provision of this Agreement shall prohibit the Board from acting as an independent, self-governing public body, permit public decisions to be made other than in compliance with the Freedom of Information Act, or interfere with the Board's obligations to exercise its statutory, contractual and fiduciary responsibilities in governing the operation of MVP.
- 1.5 **Charter Compliance.** T² Charters agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with MVP's obligations under its Charter, including all schedules attached thereto and the Authorizing Body's policies referenced therein. This Agreement is subject to all the terms and conditions of the Charter, which shall be deemed incorporated herein by reference, and the provisions of the Charter shall supersede any competing or conflicting provisions contained in this Agreement. T² Charters agrees to assist MVP in complying with all of its reporting, recordkeeping, and other obligations under the Charter, and shall not cause MVP to be in breach thereof.

ARTICLE II

TERM

- 2.1 **Term.** Subject to Article VII below and Section 2.2 below, this Agreement will cover the start-up of MVP which includes the charter writing/submission/related costs and the ten academic years (the "Term") from the school's opening year which commences of July 1, 2024, and end on June 30, 2034 (the "Termination Date").
- 2.2 **Renewal.** T² Charters will notify the MVP Board in writing twelve (12) months prior to the end of the Term that the expiration date of the Term is approaching. This Agreement may be renewed by written agreement of the Parties. For the avoidance of doubt, this Agreement shall not automatically renew and cannot be unilaterally renewed by either Party.

ARTICLE III

RELATIONSHIP OF THE PARTIES

- 3.1 **Status of the Parties.** The Authorizer has granted a Charter to MVP to organize and operate a public charter school, together with the powers necessary or desirable for carrying out the Educational Program set forth therein. MVP is authorized to contract with T² Charters to provide the educational program, Educational Services, and Administrative and Operational Services provided for herein. T² Charters is not a division or any part of MVP. MVP is a body corporate and governmental entity authorized under the Code and is not a division or a part of T² Charters. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and of any other agreements that may exist from time to time between the parties. Nothing herein will be construed to create a partnership or joint venture by or between MVP and T² Charters or, except as provided in Section 1.4 above, to make one the agent of the other. Neither MVP nor T² Charters will otherwise hold itself out as a partner or agent of the other or state or imply

by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither MVP nor T² Charters has, and neither will represent that it has, the power to bind or legally obligate the other. No employee of T² Charters will be considered an employee of MVP by either party for any purpose whatsoever.

- 3.2 T² Charters Attendance at Board Meetings.** T² Charters shall written notice from the Board of any regular, special, or executive session meeting of the Board and shall have the right to have its staff attend any such meeting, provided, however, that the T² Charters representative shall have no right to attend a properly constituted executive session except upon invitation of a majority of the Board, it being understood that the parties intend to work together as transparently as possible, subject to this Agreement, the Charter and the Act, and consistent with preserving their legal rights.
- 3.3 No Related Parties or Common Control.** T² Charters will not have any role or relationship with MVP that, in effect, substantially limits MVP's ability to exercise its rights, including cancellation rights, under this Agreement. The Board may not include any director, officer, or employee of T² Charters, including the chief executive officer of T² Charters or the chairperson (or equivalent executive) of T² Charters governing body. None of the voting power of the Board will be vested in T² Charters or its directors, members, managers, officers, shareholders, and employees, and none of the voting power of the Board of Directors or Shareholders of T² Charters will be vested in MVP or its directors, officers, and employees. The chief executive officer of T² Charters may not be the chief executive officer of MVP or any of its related parties. The phrase "chief executive officer" includes a person with equivalent management responsibilities. Furthermore, MVP and T² Charters will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986 as amended (or its successor), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986 as amended (or its successor).

ARTICLE IV **REMUNERATION**

- 4.1 Compensation for Services.** Commencing July 1, 2024, for the Term of this Agreement, including each and every Renewal Term, if any, and subject to subsection (b) below, MVP will remunerate T² Charters the greater of \$250,000.00 annually or an annual fee of 10% of revenues from state resources (excluding federal grants and student activity fees, athletics).

T² Charters annual fee shall be paid in twelve (12) equal monthly installments beginning in July of each school year. The exact day of the month that each monthly installment payment is to be paid will coincide with the timing of any payment from the State of South Carolina to be received in that month.

For the first three years of the charter, if necessary to ensure the financial stability of the school, T² Charters will reduce its management fee to 5% in year one and two and to 7% in year three with the amount reduced to be paid back to MVP over the course of the rest of the charter. Starting in year four, T² Charters will begin receiving the agreed upon fee of 10% plus begin receiving the total back of 5% from year one and two and 3% from year three

divided into five years. The reduction ensures the financial stability of the school and the 5 years given for pay back ensures the total is reimbursed before the end of the charter.

4.2 Payment of Costs. T²Charters will ensure that all of the following operations expenses are paid out of the MVP accounts,

- All salaries of T² Charters employees assigned to MVP including taxes, retirement, and benefits.
- Instructional Services
- Speech Services - Instructional
- Summer School Services
- Psychological Services
- Fiscal Services
- Admin - Admin Rentals
- Admin-Travel
- Athletic Transportation
- Marketing & Advertising Materials
- Technology Services (could be software as well)
- Staff Development & Training under Title II and any state or federal required trainings
- Trash Services
- Telephone
- Building Security System
- Cleaning Services
- Instructional Supplies
- SPED Supplies & Equipment
- Health Supplies
- Office Supplies
- Technology Supplies
- Operational Supplies
- Transportation - Gas
- Transportation Supplies/Parts
- Athletics Stipends
- Pupil Activity (Athletics) - Purch Services
- Pupil Activity (Standard School) - Supplies
- Pupil Act (Athletics)-Supplies
- Pupil Act (Standard School) – Other
- Facility and Operational Coordination
- Audit Services
- Legal Services
- Board Travel
- Board/Fundraising Supplies
- Membership Dues & Fees
- Facility Repairs for facility owned by MVP that will be Capitalized Improvements

- Loan Interest Expense
- Redemption of Principal
- Director and Officers Insurance

T² Charters and its subcontractors will comply with all federal and state laws, rules and regulations in addition to such policies as the Board may, from time to time adopt, under the Code as if the MVP were making these purchases directly from a third-party supplier. Except as expressly provided herein or as may be provided in loan documents or other financing agreements hereinafter entered into between the parties, in charging for such costs to MVP and paying for such costs, T² Charters will not charge an added fee unless such fee is approved in advance by the Board.

- 4.3** Any payment due under Section 4.1 or Section 4.2 above not paid when due will be subject to a late fee when allowed by State Law to be calculated as interest on the amount in arrears calculated at Prime plus 2% from the due date, where "Prime" shall be the interest rate charged by Bank of America as its "Prime Rate", or in any event, a minimum of 1.5% per month.
- 4.4** MVP's unique programming of Career and Technical Education focused courses on careers surrounding the Sports and Entertainment Industry (SEI) will required an expanded sports program beyond the typical high school athletics program. MVP will build a sports complex with tournament-level capacity. These MVP-student tournaments will be covered in a separate contract.
- 4.5** Other Revenue Sources.
- (a) MVP and T² Charters may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission and MVP's Charter, in the name of either T² Charters or MVP; provided, however, that any solicitation of such grants by T² Charters in the name of MVP or which identifies MVP shall be subject to the prior approval of the Board.
- (b) Nothing in this Section will be construed to prohibit T² Charters from soliciting funds or grants solely for its own general corporate purposes and using such funds or grants solely for such purposes.

ARTICLE V

MVP ANNUAL EVALUATION OF T² Charters

The MVP Board shall develop and implement an annual evaluation process by which it evaluates T² Charters using specific academic performance measures aligned with the charter, reasonable and applicable sponsor policy, and federal and state performance standards. The evaluation process must include methods for addressing unsatisfactory performance.

ARTICLE VI
PERSONNEL AND TRAINING

6.1 Personnel Responsibility.

- (a) Subject to Sections 1.1 and 1.2 above, the Charter, the Act and other Applicable laws and regulations, T² Charters will have the sole responsibility and authority to provide qualified staff to operate MVP with the staffing and compensation levels approved by the Board in the MVP Budget or otherwise approved by the Board on at least an annual basis, and to select, evaluate, assign, discipline, supervise, and manage the administrative personnel necessary to carry out the Educational Services and the Administrative and Operational Services and all other services provided under this Agreement, subject to the following: T² Charters shall consult with the MVP Board regarding the final three or more candidates for the school leader position, and the MVP Board is entitled to provide T² Charters with input regarding the final candidates.
- (b) with the consent of the Board, shall hire the MVP school leader as an employee of T² Charters. Subject to 6.1(d), if at any time the Board, as a collective body, is concerned about the job performance of the school leader, the Board and T² Charters shall discuss the issue and attempt to reach a mutually agreeable resolution. T² Charters shall consult with and receive feedback from the MVP Board as part of T² Charters' evaluation of the school leader's performance. The school leader's compensation shall be approved by the Board in the MVP Budget or otherwise approved by the Board on at least an annual basis.
- (c) Except as specified in this Agreement or as required by the Act or the Charter, the Principal (as defined in Section 6.2 below), teachers, and support staff recommended by T² Charters pursuant to this Agreement will be employees of T² Charters, which, subject to Section 4.2 above, will be reimbursed for the payment of all costs attributable to these employees, including wages, salaries, fringe benefits, unemployment costs, workers compensation costs, and liability insurance costs through the management agreement percentage. T² Charters employees are not eligible for the South Carolina Benefits or Retirement Program and unless there is a change required by applicable statute, court or administrative decision, or Attorney General's opinion, T² Charters, shall not make payments to the South Carolina Public School Employees' Retirement program or any other public retirement program on behalf of MVP employees.
- (d) T² Charters will comply with the requirements of applicable law regarding the evaluation of its employees.

- 6.2 School Principal.** The School Principal will be an employee of T² Charters and will be the academic and administrative leader of MVP. As such, he or she shall have responsibility for its operation and shall be required to implement the Curriculum and T² Charters' Educational Program. T² Charters will have the authority, consistent with the Act and other applicable laws and regulations, to supervise the Principal and to hold the Principal accountable for the success of MVP. All employees of T² Charters will report to the Principal. The Principal's compensation shall be approved by the Board in the MVP Budget

or otherwise approved by the Board on at least an annual basis.

- 6.3 **Teachers.** T² Charters will provide to MVP such teachers, but only in the number and with the compensation approved by the Board as part of the MVP Budget or otherwise approved by the Board on at least an annual basis, as are required to provide the Educational Services and Administrative Services. Subject to the MVP Budget, T² Charters will determine the number and assignments of such teachers. Such teachers may work at the MVP on a full or part time basis. Each teacher assigned to the MVP will be qualified in his or her grade levels and subjects, and, to the extent required under the Code and other applicable laws and regulations, hold a valid teaching certificate. The teachers will be employees of T² Charters, which shall have the right to evaluate the teachers and, subject to the provisions of the MVP Budget, to determine promotions, salaries, discharge and other factors relating to their employment.
- 6.4 **Support Staff.** Support staff will be T² Charters employees. T² Charters may hire such support staff for the MVP, but only in the number and with the compensation approved by the Board as part of the MVP Budget or otherwise approved by the Board on at least an annual basis, as are required to provide the Educational Services and Administrative Services. Such support staff may include, among others, teachers' aides, clerical staff, and administrative staff, bookkeepers and maintenance personnel. Such support staff may work at the MVP on a full or part time basis.
- 6.5 **Training.** T² Charters will provide training in its instructional methods, curriculum, Educational Program, and support technology to its instructional personnel on a regular and continuous basis. Such training will enable the T² Charters supervisory staff and instructional staff assigned to MVP to provide in-service training to each other. Non- instructional personnel will receive such training as T² Charters determines to be reasonable and necessary under the circumstances.

ARTICLE VII

TERMINATION OF AGREEMENT

- 7.1 **Termination.**
- (a) **By T² Charters.** T² Charters may terminate this Agreement prior to the end of the term specified in ARTICLE II in the event that the Board fails to remedy a material breach within ninety (90) days after written notice from T² Charters. A material breach includes, but is not limited to: MVP's failure to pay any fee or reimbursement as required by the terms of this Agreement, adoption by MVP of an Educational Program in substantial variance from the T² Charters Curriculum or the material recommendations of T² Charters, or an act or omission that causes T² Charters to be unable to perform its material obligations under this Agreement. Termination by T² Charters will not relieve MVP of any obligations for payments outstanding to T² Charters as of the date of termination or liability for financial damages suffered by T² Charters as a consequence of MVP's breach (or of T² Charters' termination as a result thereof) of this Agreement. Termination must be in a manner that is least disruptive to MVP students. Violations of this contract that constitute a material breach as identified in this section will result in remuneration to T²

Charters equal to the remainder of the contracted management fee for the current school year (defined as the cumulative amount of management fees to be earned through the original contract term.

- (b) By MVP. MVP may terminate this Agreement prior to the end of the term specified in ARTICLE II if T² Charters fails to remedy a material breach/violation within ninety (90) days after written notice from the MVP Board, except where the health and safety of students is a concern, in which event MVP may terminate immediately, or to preserve the tax-exempt status of any debt financing or refinancing the subject facilities. MVP may, in its sole discretion, extend the time to cure a material breach/violation of the Contract. A material breach/violation includes but is not limited to: a material failure to account for its expenditures of MVP funds or for other expenses incurred by MVP at T² Charters' direction, (ii) T² Charters failure to substantially follow policies, procedures, rules, regulations, or curriculum duly adopted by the Board which are not in violation of or conflict with the Charter, this Agreement, the Code and applicable laws and regulations, (iii) failure to abide by the educational goals set forth in the Charter such that the Charter will be terminated or revoked, (iv) the employment of staff in violation of the Code or this Agreement, (v) any act or omission that if left uncured causes MVP to materially breach the Charter or any of MVP's other material contractual obligations in any way, (vi) filing of bankruptcy by T² Charters, or (vii) other unsatisfactory performance of T² Charters, including but not limited to failure to provide educational products or services that produce improved student academic achievement. Termination by MVP will not relieve MVP of any obligations for payments outstanding to T² Charters as of the. Terminations can only be made at the end of the school year to reduce the effect of transition on the students of MVP.
- (c) Termination of the Charter. This Agreement will terminate upon MVP's ceasing to be a party to a valid and binding charter. If the Charter is suspended, revoked or terminated, or a new charter contract is not issued by the Authorizing Body after expiration of the Charter, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Charter is suspended, revoked, terminated or expires without further action by the parties; provided, however, that this Agreement will continue to remain in effect until the Termination Date or the end of a Renewal Term (as applicable) if the Board has entered into a subsequent charter.. Termination pursuant to this paragraph will not relieve MVP of any obligations for payments outstanding to T² Charters as of the date of termination.

7.2 **Change in Law.** If any federal, State law or regulation, court or administrative decision has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith and will include the use of a third-party mediator or other alternative dispute resolution process. If the parties are unable to renegotiate the terms within 90 days after such notice and good faith negotiations, the party requesting the renegotiation may terminate this Agreement on 120 days' further written notice or at the end of a school year, whichever is earlier.

7.3 **Real and Personal Property.** Upon termination, all real and personal property leased by T²

Charters to MVP will remain the real and personal property and leases of T² Charters, and all other personal property purchased by T² Charters with the funds provided to T² Charters by MVP pursuant to Section 4.2 above will be the property of MVP.

- 7.4 **Future Advances/Out-of-Pocket Expenses.** Prior to and in the case of the MVP as a condition of termination in accordance with Section 7.1 (b) above, or upon the termination or expiration of this Agreement for any other reason, MVP shall reimburse T²Charters for all expenses owed pursuant to Section 4.2 above, repay all advances or loans from T² Charters, whether or not then due, and post a letter of credit or bond in favor of T² Charters guaranteeing (A) any future payments due under any equipment or facilities lease from, guaranteed, cosigned, or collateralized by T² Charters or an affiliate thereof that are for MVP's benefit and with the MVP Board's approval and (B) MVP's performance of any other obligations guaranteed, cosigned, or collateralized in whole or part by T² Charters or an affiliate thereof that are for MVP's benefit and with the MPV Board's approval.
- 7.5 **Return of T² Charters' Materials.** Within five business days of any termination or expiration of the Management Agreement by either party for any reason, including without limitation Section 7.1(b) MVP shall, (i) assemble in a safe place, (a) all copyrighted materials relating to the Curriculum, excluding educational records under the FERPA, whether in hard copy or electronic format or otherwise, and any copies thereof, (b) all professional development and training materials, guides, and models, prepared and provided by T² Charters in connection with training of instructional or administrative personnel, and (c) all operational and other administrative manuals and material prepared and provided by T² Charters, and copies thereof, and (ii) the Chair of the MVP Board shall certify to T² Charters in writing that MVP has ceased to use the T²Charters Curriculum, Lesson Materials, Resource Materials, all professional development and training materials, guides, and models prepared and provided by T² Charters, and all such administrative manuals and materials prepared and provided by T² Charters. At T² Charters' direction, MVP will permit representatives of T² Charters to retrieve in person all such materials at MVP's facilities.

ARTICLE VIII

PROPRIETARY INFORMATION AND OWNERSHIP

- 8.1 **Ownership.** Curriculum or other educational materials created by T² Charters . Notwithstanding the foregoing, MVP acknowledges that T² Charters owns the intellectual property rights and interests in T² Charters Curriculum specifically focused on Sports and Entertainment Industry, and the Lesson Materials used by MVP during the term of this Agreement and to the name "T² Charters" (such names being trademarks of T² Charters). The Board acknowledges and agrees that MVP has no intellectual or property interest or claims in the T² Charters Curriculum, Lesson Materials or such names and has no right to use the T² Charters Curriculum, the Lesson Materials, or such names unless expressly agreed to in writing by T² Charters. T² Charters shall have the right to install signs approved by the Board (which approval shall not be unreasonably withheld) on MVP facilities, including under MVP's or one of its schools' name, describing the services provided by T² Charters, including "Managed by T² Charters, LLC" or "Educational Services Provided by T² Charters, LLC." Upon any expiration or termination of this Agreement signs shall be promptly removed by the school at the school's expense.

ARTICLE IX

INDEMNIFICATION

- 9.1 **Indemnification.** To the extent permitted by law, the Ultimate Prevailing Party, as defined hereinafter, in any formal dispute will be indemnified and held harmless by the other Party as to claims, demands, suits or other forms of liability, with recovery by the Ultimate Prevailing Party of directly incurred attorney's fees and directly incurred costs, that may arise out of non-compliance or breach by the other party related to this Agreement and any misrepresentation or breach of the provisions and warranties of this Agreement. To the extent permitted by law, any indemnification requirement of this section may be met by the purchase of insurance by either or both parties, pursuant to Article X below. The Parties hereto agree that, "Ultimate Prevailing Party" shall be defined as, "upon final resolution of all appeals or expiration of the time for appeal."

ARTICLE X

INSURANCE

- 10.1 **Insurance Coverage.** MVP will maintain general liability insurance and umbrella insurance coverage in the amounts required by the Charter. MVP will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance. T² will maintain general liability insurance and umbrella insurance coverage in amounts no less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. T² shall comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance.
- 10.2 **Workers' Compensation Insurance.** Each party will maintain workers' compensation insurance as required by law, covering its respective employees.
- 10.3 **Cooperation.** Each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE X. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

ARTICLE XI

WARRANTIES AND REPRESENTATIONS

- 11.1 **Representations and Warranties.** T² Charters hereby represents and warrants to MVP:
- (a) T² Charters is a duly organized limited liability company in good standing and is authorized to conduct business in the State of South Carolina.
 - (b) To the best of its knowledge, T² Charters has the authority under the Code and other applicable laws and regulations to execute, deliver, perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) T² Charters; actions under this Agreement have been and will be duly and validly

authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.

11.2 **Representations and Warranties of MVP.** MVP hereby represents and warrants to T² Charters:

- (a) The Charter to be received by MVP (i) authorizes MVP to operate and receive the State and Federal education funds, as well as other revenues; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests MVP with all powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.
- (b) To the best of its knowledge, MVP has the authority under the Code and other applicable laws and regulations to contract with T², a private entity, to perform the Educational Services, Administrative Services, and all other services under this Agreement and execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement.
- (c) Actions by MVP and the Board have been duly and validly authorized, and MVP and Board will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to MVP and MVP has funds in the MVP Budget to pay for such expenditures.
- (d) MVP has provided and will provide T² Charters with all authority and power necessary and proper for T² Charters to undertake its responsibilities, duties, and obligations provided for in this Agreement.
- (e) **Mutual Warranties.** Each party to the Agreement warrants to the other that there are no pending actions, claims, suits, or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII

RESOLUTION DISPUTE

- 12.1 **Dispute Resolution Procedure.** The parties hereto will endeavor to resolve in good faith any controversy, disagreement or claim arising between them, whether as to the interpretation, performance or operation of this Agreement or any rights or obligations hereunder. If they are unable to do so, any such controversy, disagreement or claim will be submitted, for final resolution to a court of competent jurisdiction in the in the State of South Carolina. Pending the resolution of the dispute, all other obligations of the parties hereto will continue as stipulated herein, and all monies not directly involved in such dispute or difference will be paid when due. The court will make its decision in accordance with the laws of the State of South Carolina and the United States.

ARTICLE XIII
MISCELLANEOUS

- 13.1 **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between MVP and T² Charters.
- 13.2 **Force Majeure.** Notwithstanding any other sections of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, pandemic, or other acts beyond its reasonable control.
- 13.3 **Governing Law.** The laws of the State of South Carolina will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement.
- 13.4 **Agreement in Entirety.** This Agreement constitutes the entire agreement of the parties.
- 13.5 **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument.
- 13.6 **Official Notices.** All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mails, postage prepaid, return receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter). The addresses of the parties are:

To:
MVP
Board Chair Jimmy Staton
895 Springfield Road Spartanburg 20233
jimmy@mvpstars.org

To:
T² Charters Charter School Management
Traci Bryant-Riches
224 Turnipseed Road Elgin, SC 29045
traci@mvpstars.org

With a copy to:
tturner@turnercaudell.com

- 13.7 **Amendment.** This Agreement will not be altered, amended, modified, or supplemented except in a written document approved by the Board and signed by both the President or other authorized officer of MVP and an authorized officer of T² Charters. Any amendment to this Agreement shall be presented to the Authorizer and shall not be effective unless it has been approved by the Authorizer or has been reviewed and not disapproved as provided for in the Act. If any bonds or similar instruments with respect to the Facilities shall be or remain outstanding after the effective date of such amendment, such amendment shall have no force

or effect unless or until an opinion of Bond Counsel is provided to the MVP Board that such amendment shall not have an adverse effect on the tax exemption of the interest on such bonds or similar instruments.

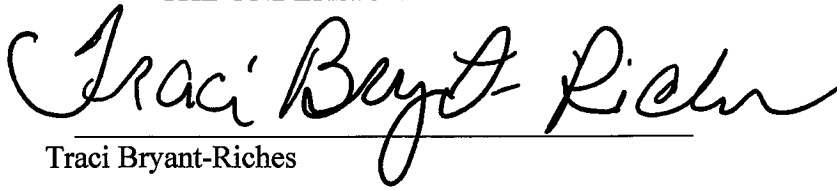
- 13.8 **Waiver.** No waiver of any provision of this Agreement will be deemed to be or will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.
- 13.9 **Severability.** The invalidity of any of the covenants, phrases or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase, or clause had not been contained in this Agreement. To the extent that any of the services to be provided by T² Charters are found to be overbroad or an invalid delegation of authority by MVP, such Services will be construed to be limited to the extent necessary to make the performance of those services valid and binding.
- 13.10 **Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.
- 13.11 **No Third-Party Rights.** This Agreement is made for the sole benefit of MVP and T² Charters. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.
- 13.12 **Survival of Termination.** All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement.
- 13.13 **No Debt of Sponsor.** No indebtedness of any kind incurred or created by MVP shall constitute an indebtedness of the State or the Sponsor, and no indebtedness of MVP shall involve or be secured by the faith, credit, or taxing power of the State or the Sponsor. T² Charters acknowledges that MVP is not an agent of the Sponsor, and accordingly, T² Charters expressly releases the Sponsor from any and all liability under this Agreement. Any financial obligations of MVP arising out of this Agreement are subject to annual appropriation by the South Carolina Legislature to the Sponsor for the benefit of MVP.
- 13.14 **T² Charters is Not Beneficiary of Charter.** T² Charters is not a third-party beneficiary of MVP's charter or charter contract.
- 13.15 **Qualified Management Agreement Safe Harbor.** The parties understand that all or a portion of the property subject to this Agreement may be financed with proceeds of tax-exempt debt in the future. Accordingly, this Agreement is intended to be interpreted in a manner consistent with the safe harbors found in IRS Rev. Proc. 2017-13 as amended, modified or replaced from time to time (the "Rev. Proc."). In connection therewith, and without limitation, notwithstanding any other parts of this Agreement that might be interpreted to the contrary, the parties agree as follows (with such representations to be construed within the meaning and intent of the Rev. Proc.):
- (a) this Agreement shall not be interpreted as a lease,

- (b) this Agreement shall not be construed as a sharing of net profits,
- (c) T² Charters is not entitled to take and will not take any tax position that is inconsistent with being merely a service provider to MVP (for example, T² Charters agrees not to claim any depreciation or amortization deduction, investment tax credit or deduction for any payment as rent with respect to the subject property);
- (d) MVP must approve (i) the annual budget for the subject property, (ii) capital expenditures with respect to the subject property, (iii) each disposition of property that is part of the subject property or financed with the proceeds of tax-exempt debt, (iv) rates charged for the use of the subject property and any program or service run by or at the subject property, and (v) the general nature and type of use of the subject property including any programs or services run by or at the subject property, and
- (e) T² may not obtain reimbursement from MVP for any compensation paid to T²'s employees, pursuant to Section 4.2 hereof or otherwise, if such compensation is based, in whole or in part, on a share of the net profits from the operation of the subject property as a whole or any component thereof.

Furthermore, T² Charters must not have any role or relationship with subject property that, in effect, substantially limits the MVP's ability to exercise its rights under this contract, based on all facts and circumstances. In connection therewith, no more than (twenty) 20 percent of the voting power of MVP may be vested in the directors, officers, shareholders, partners, members, and employees of T² Charters, in the aggregate. The governing body of MVP cannot include the chief executive officer of T² Charters or the chairperson (or equivalent executive) of T² Charter's governing body. The chief executive officer of T² Charters cannot be the chief executive officer of MVP or any of MVP's related parties (as defined in Treasury Regulation Section 1.150-1(b) of the Code. The term "T²" as used in this paragraph includes T²'s related parties as defined in Treasury Regulation Section 1.150-1(b) of the Code, and the term "chief executive officer" includes a person with equivalent management responsibilities.

- 13.16 Exclusivity.** T² Charters shall be the sole service provider for MVP for the services described in this Agreement. Before contracting with another service provider for services not included herein, The board will discuss the service and T² Charters ability to offer the service or coordinate the service under this agreement. If so, T² Charters shall have an opportunity to offer a bid to provide said service to MVP to help ensure continuity of services to the school. Exceptions to this provision are the contracts with MVP's auditor and legal counsel. Services provided may be expanded and this agreement amended when necessary and as agreed to in writing by the Parties.

IN WITNESS WHEREOF
THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT



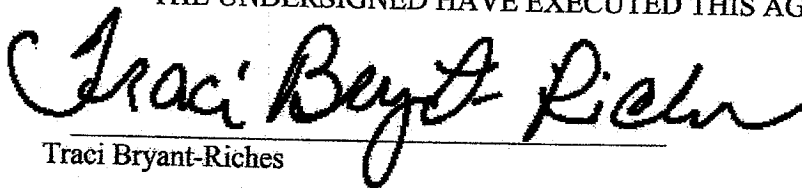
Traci Bryant-Riches

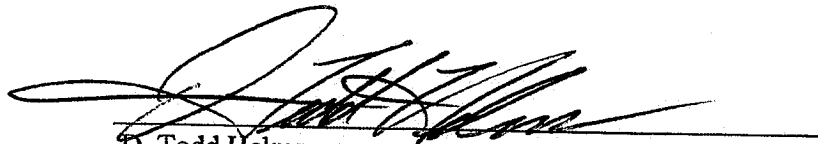
D. Todd Helms
Co-Owner of T² Charters

Chairman Jimmy Staton,
Mountain View Preparatory Board of Directors

- 13.16 Exclusivity.** T² Charters shall be the sole service provider for MVP for the services described in this Agreement. Before contracting with another service provider for services not included herein, The board will discuss the service and T² Charters ability to offer the service or coordinate the service under this agreement. If so, T² Charters shall have an opportunity to offer a bid to provide said service to MVP to help ensure continuity of services to the school. Exceptions to this provision are the contracts with MVP's auditor and legal counsel. Services provided may be expanded and this agreement amended when necessary and as agreed to in writing by the Parties.

IN WITNESS WHEREOF
THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT


Traci Bryant-Riches


D. Todd Helms
Co-Owner of T² Charters


Chairman Jimmy Staton,
Mountain View Preparatory Board of Directors