

MEETING MINUTES

Name of Foundation: Renaissance Charter School, Inc.

Board Meeting: August 1, 2016

School(s) Present:

Renaissance Charter School at Wellington

Renaissance Charter School at Pines

Governors Charter Academy

Hollywood Academy of Arts/Science

Renaissance Charter School at Plantation

Renaissance Charter School at Palm West

Renaissance Charter School at West Palm Beach

Renaissance Elementary Charter School

Renaissance Charter School at St. Lucie

Duval Charter at Arlington

Duval Charter High at Bay Meadows

Duval Charter School at Bay Meadows

Renaissance Charter at Chickasaw Trail

Duval Charter at Southside

Duval Charter at Westside

North Broward Academy of Excellence

North Broward Academy of Excellence Middle School

Renaissance Charter School at Central Palm

Renaissance Charter School at Cypress

Renaissance Charter at University

Hollywood Academy of Arts/Science Middle

Renaissance Charter School at Poinciana

Renaissance Charter School at Summit

Renaissance Middle Charter School

Keys Gate Charter High School

Renaissance Charter School at Flagler Center

Renaissance Charter School at Coral Springs

Renaissance Charter School at Cooper City

Renaissance Charter at Hunter's Creek

Renaissance Charter at Crown Point

Renaissance Charter School at Tradition

Four Corners Upper School

Renaissance Charter School at Goldenrod

The minutes of Sunshine Law meetings need not be verbatim transcripts of the meeting. These minutes are a brief summary of the events of the meeting.

Date:	Start	End	Next Meeting:	Next time:	Prepared by:
August 1, 2016	11:31 am	1:01 pm	September 2016	TBA	R Weaver
Meeting Location:					
Renaissance Charter School at Cooper City, 2800 North Palm Avenue, Cooper City, FL 33026					
Attended by:					
Board Members: Ken Haiko, Chair Dennis Clark, Vice-Chairman Shane Strum, Director Tom Wheeler, Director Margaret Wells, Director Absent: John O'Brien, Director		Other Attendees: Robin Sandler, Regional Director, CSUSA Stacy Schmit, Regional Director, CSUSA Donte Fulton-Collins, Regional Director, CSUSA April Williams, Regional Director, CSUSA Damon Schnurr, CSUSA Finance Keisha Smith, Director of Board Governance, CSUSA Rita Weaver, Governing Board Manager, CSUSA David Facinelli, member of the public			

CALL TO ORDER

Pursuant to public notice, the meeting of Renaissance Charter Schools Inc. commenced at 11:31am with a Call to Order by Chairman Ken Haiko. Roll call was taken and quorum established.

I. ADMINISTRATIVE

Approval of Renaissance Charter Schools, Inc. Minutes from June 20, 2016

- Chairman Haiko asked the Board to review the minutes from June 20, 2016 and to note any changes.

MOTION: Motion was made by Dennis Clark and seconded by Margaret Wells to approve the minutes of the June 20, 2016 Renaissance Charter Schools, Inc. board meeting. Motion was approved (5-0)(1 absent).

II. FINANCIALS

Amended May FY16 Financials

- Renaissance Charter School at Palms West
- Renaissance Charter School at West Palm Beach

Damon Schnurr, Sr. Financial Analyst reviewed the Amended May FY16 Financials for Renaissance Charter School at Palms West and for Renaissance Charter School at West Palm Beach. The board reviewed the amended financials and all questions were answered by Mr. Schnurr.

MOTION: Motion was made by Dennis Clark and seconded by Tom Wheeler to approve the Amended May FY16 Financials for Renaissance Charter School at Palms West and Renaissance Charter School at West Palm Beach, as presented. Motion was approved unanimously.

III. NEW BUSINESS

Principal Appointments

- April Williams, Regional Director for CSUSA, presented the new Principal Appointments to the board.

Parent Facilitator

- The board reviewed the Parent Facilitator List for the portfolio of schools governed by Renaissance Charter Schools, Inc.

MOTION: Motion was made by Tom Wheeler and seconded by Margaret Wells to approve the Parent Facilitator List for the portfolio of schools governed by Renaissance Charter Schools, Inc.

School Attire Policy

- The board reviewed the school attire policy for the portfolio of schools of the Renaissance Charter Schools, Inc. The policy allows the school administration to use their judgement on some

items such as make-up etc. Additionally, Mrs. Weaver explained that the schools can now participate in federal incentive programs by adopting a system wide policy that meets the requirements of the state.

MOTION: Motion was made by Tom Wheeler and seconded by Margaret Wells to approve the School Attire Policy for the portfolio of schools of the Renaissance Charter Schools, Inc. board. Motion passed unanimously.

Enrollment Update

- Rita Weaver, Board Governance Manager, presented an update on the enrollment numbers for the schools of concern for the board.

Board Initiatives

- Mrs. Weaver, then presented to the board several new initiatives for the board's feedback, including a detailed overview of the new school progress report and the thematic board reporting calendar. All questions were answered by Ms. Weaver as well as the Regionals.
- The board discussed survey participation goal rate with the regionals and asked for future clarification on what the established participation goals were for surveys.

School Grades

- Mr. Haiko then addressed the Principals and the Regionals congratulating those schools who received an A or a B in the School Grade reports recently published. Mr. Haiko requested more information on plans for improvement for schools who received a D or F in the school grades report. These plans are to be presented to the board in the upcoming months

Development Agreements

- Levi Williams, board Attorney, presented several CSUSA development agreements and Red Apple Development Agreements to the board. The agreements are awaiting final revisions, however, those revisions are minor therefore attorney Williams recommended to the board that they can approve and execute these agreements.

MOTION: Motion was made by Dennis Clark and seconded by Shane Strum to approve the following development agreements between:

Charter Schools USA, Inc. and Renaissance Charter Schools, Inc. for:

- Duval Charter School at Tamaya,
- Orange County,
- Osceola County,
- Oviedo, Seminole County; and

Red Apple Development, LLC and Renaissance Charter Schools, Inc. for:

- Duval Charter School at Tamaya,
- Orange County, and

- Osceola County.

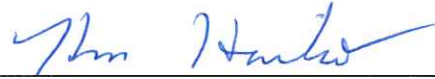
The board further authorizes the Board Attorney to work with Tripp Scott on the final edits, provided there are no major language changes, and authorizes the board chair to execute final agreements.

VI. PUBLIC COMMENTS

- David Facinelli, Engineer at Sirius XM, member of the public, addressed the board commending their oversight for the schools' performance overall academic performance with the board.

VII. ADJOURNMENT

MOTION: Motion was made by Tom Wheeler and seconded by Margaret Wells to adjourn the August 1, 2016 Renaissance Charter Schools, Inc. board meeting. Motion was approved unanimously.



Ken Haiko, Chairman

Date: 9-15-16

SCHOOL NAME

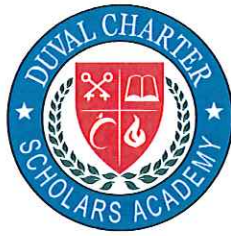
Duval Charter Scholars Academy
Duval Charter School At Baymeadows
Duval Charter High School at Baymeadows
Duval Charter School at Flagler Center
Duval Charter School at Mandarin
Duval Charter School at Southside
Duval Charter School at Westside
Four Corners Upper School
Governors Charter Academy
Hollywood Academy of Arts and Sciences
Hollywood Academy of Arts and Sciences Middle School
Keys Gate Charter High School
North Broward Academy of Excellence
North Broward Academy of Excellence Middle School
Renaissance Charter School at Central Palm
Renaissance Charter School at Crowne Point
Renaissance Charter School at Cypress
Renaissance Charter School at Coral Springs
Renaissance Charter School I at Chickasaw
Renaissance Charter School at Cooper City
Renaissance Charter School At Flagler Center
Renaissance Charter School at Goldenrod
Renaissance Charter School at Pines -Elementary
Renaissance Charter School at Pines-Middle
Renaissance Charter School at Plantation
Renaissance Charter School at Poinciana
Renaissance Charter School at St. Lucie
Renaissance Charter School at Tapestry
Renaissance Charter School at Tradition
Renaissance Charter School at University
Renaissance Elementary Charter School
Renaissance Middle Charter School
Renaissance Charter School at Wellington

DESIGNATED PARENT FACILITATOR-2015-2016

Carin White
Jennifer Johnson
Kimberly Stidham
Christina Hamlin
Dawn Lamb
Ashely Doty
Tania Woods
Denise Thompson
Dr. Adriane Peters
Cynthia Gwyn
Johna Zapata
Yudibeth Veras
Karen Satchell
Audrey Robillard
Mary Beth Greene
Brett Taylor
Rachel Mellion
MaryAnn Pellot
Cindy Townsend
Jacob Goldberg
Christina Hamlin
Nate Mariano
Valarie Harris
Natasha Cavell
Nicholas Bardoni
Angela Feliciano
Taryn Jackson
Jodi Evans
Alison Simpson
Nicole Rico
Maria Torres
Elaine Castellanos
Teresa Logsden

Renaissance Charter School at West Palm Beach
Renaissance Charter School at Hunter's Creek
Renaissance Charter School at Palms West
Renaissance Charter School at Summit

Katrina Samuels
Robert Acosta
Stephen Epstein
Heather Czeskleba



DUVAL CHARTER SCHOLARS ACADEMY

CHARTER SCHOOL CERTIFICATION FOR 2016-17 IMPLEMENTATION OF THE STUDENTS ATTIRED FOR EDUCATION POLICY AND VERIFICATION OF COMPLIANCE WITH POLICY GUIDELINES

ATTENTION: Brooks Rumenik

Due: September 1, 2016

Date: August 1, 2016

Pam Stewart, Commissioner
Florida Department of Education
Office of Safe Schools
325 W. Gaines Street, Suite 1444
Tallahassee, Florida 32399-0400

Dear Commissioner Stewart:

This letter certifies that the Renaissance Charter School Inc. (MSID Number 1231) within the School District of Duval County has implemented its governing-board approved, standard student attire policy consistent with the guidelines provided by the Florida Department of Education (FDOE). Our policy is attached.

The charter school will provide FDOE with a brief summary of the policy's effect on student learning by May 31, 2017. To meet this request, the following are the anticipated outcomes that will result from implementation of the Students Attired for Education policy.

Anticipated Outcomes:

- Decreased violence and behavioral problems
- Increased focus on school work and academic achievement
- Increased student self-esteem and motivation
- Balanced socio-economic status among students
- Increased sense of school pride and belonging among students

Sincerely,

A handwritten signature in blue ink, appearing to read "Ken Hainko", is written over a horizontal line.

Signature of Charter School Leader

The printed name "Ken Hainko" is handwritten in blue ink over a horizontal line.

Printed Name of Charter School Leader

Attachment: Charter School Students Attired for Education Policy



CHARTER SCHOOL CERTIFICATION FOR
2016-17 IMPLEMENTATION OF THE STUDENTS ATTIRED FOR EDUCATION POLICY AND
VERIFICATION OF COMPLIANCE WITH POLICY GUIDELINES

ATTENTION: Brooks Rumenik

Due: September 1, 2016

Date: August 1, 2016

Pam Stewart, Commissioner
Florida Department of Education
Office of Safe Schools
325 W. Gaines Street, Suite 1444
Tallahassee, Florida 32399-0400

Dear Commissioner Stewart:

This letter certifies that the Renaissance Charter School Inc. (MSID Number 1311) within the School District of Duval County has implemented its governing-board approved, standard student attire policy consistent with the guidelines provided by the Florida Department of Education (FDOE). Our policy is attached.

The charter school will provide FDOE with a brief summary of the policy's effect on student learning by May 31, 2017. To meet this request, the following are the anticipated outcomes that will result from implementation of the Students Attired for Education policy.

Anticipated Outcomes:

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Sincerely,

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Signature of Charter School Leader

A handwritten version of the printed name "Ken Hailko" in blue ink.

Printed Name of Charter School Leader

Attachment: Charter School Students Attired for Education Policy



CHARTER SCHOOL CERTIFICATION FOR
2016-17 IMPLEMENTATION OF THE STUDENTS ATTIRED FOR EDUCATION POLICY AND
VERIFICATION OF COMPLIANCE WITH POLICY GUIDELINES

ATTENTION: Brooks Rumenik

Due: September 1, 2016

Date: August 1, 2016

Pam Stewart, Commissioner
Florida Department of Education
Office of Safe Schools
325 W. Gaines Street, Suite 1444
Tallahassee, Florida 32399-0400

Dear Commissioner Stewart:

This letter certifies that the Renaissance Charter School Inc. (MSID Number 5551) within the School District of Duval County has implemented its governing-board approved, standard student attire policy consistent with the guidelines provided by the Florida Department of Education (FDOE). Our policy is attached.

The charter school will provide FDOE with a brief summary of the policy's effect on student learning by May 31, 2017. To meet this request, the following are the anticipated outcomes that will result from implementation of the Students Attired for Education policy.

Anticipated Outcomes:

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-

Sincerely,

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Signature of Charter School Leader

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Printed Name of Charter School Leader

Attachment: Charter School Students Attired for Education Policy



CHARTER SCHOOL CERTIFICATION FOR
2016-17 IMPLEMENTATION OF THE STUDENTS ATTIRE FOR EDUCATION POLICY AND
VERIFICATION OF COMPLIANCE WITH POLICY GUIDELINES

ATTENTION: Brooks Rumenik

Due: September 1, 2016

Date: August 1, 2016

Pam Stewart, Commissioner
Florida Department of Education
Office of Safe Schools
325 W. Gaines Street, Suite 1444
Tallahassee, Florida 32399-0400

Dear Commissioner Stewart:

This letter certifies that the Renaissance Charter School Inc. (MSID Number 5411) within the School District of Duval County has implemented its governing-board approved, standard student attire policy consistent with the guidelines provided by the Florida Department of Education (FDOE). Our policy is attached.

The charter school will provide FDOE with a brief summary of the policy's effect on student learning by May 31, 2017. To meet this request, the following are the anticipated outcomes that will result from implementation of the Students Attired for Education policy.

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Sincerely,



Signature of Charter School Leader



Printed Name of Charter School Leader

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2016-17 IMPLEMENTATION OF THE STUDENTS ATTIRED FOR EDUCATION POLICY AND
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Date: August 1, 2016

Pam Stewart, Commissioner
Florida Department of Education
Office of Safe Schools
325 W. Gaines Street, Suite 1444
Tallahassee, Florida 32399-0400

Dear Commissioner Stewart:

This letter certifies that the Renaissance Charter School Inc. (MSID Number 152) within the School District of Osceola County has implemented its governing-board approved, standard student attire policy consistent with the guidelines provided by the Florida Department of Education (FDOE). Our policy is attached.

The charter school will provide FDOE with a brief summary of the policy's effect on student learning by May 31, 2017. To meet this request, the following are the anticipated outcomes that will result from implementation of the Students Attired for Education policy.

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Signature of Charter School Leader

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Printed Name of Charter School Leader

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Date: August 1, 2016

Pam Stewart, Commissioner
Florida Department of Education
Office of Safe Schools
325 W. Gaines Street, Suite 1444
Tallahassee, Florida 32399-0400

Dear Commissioner Stewart:

This letter certifies that the Renaissance Charter School Inc. (MSID Number 5591) within the School District of Duval County has implemented its governing-board approved, standard student attire policy consistent with the guidelines provided by the Florida Department of Education (FDOE). Our policy is attached.

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Printed Name of Charter School Leader

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Due: September 1, 2016

Date: August 1, 2016

Pam Stewart, Commissioner
Florida Department of Education
Office of Safe Schools
325 W. Gaines Street, Suite 1444
Tallahassee, Florida 32399-0400

Dear Commissioner Stewart:

This letter certifies that the Renaissance Charter School Inc. (MSID Number 1441) within the School District of Leon County has implemented its governing-board approved, standard student attire policy consistent with the guidelines provided by the Florida Department of Education (FDOE). Our policy is attached.

The charter school will provide FDOE with a brief summary of the policy's effect on student learning by May 31, 2017. To meet this request, the following are the anticipated outcomes that will result from implementation of the Students Attired for Education policy.

Anticipated Outcomes:

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Signature of Charter School Leader

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Printed Name of Charter School Leader

Attachment: Charter School Students Attired for Education Policy



CHARTER SCHOOL CERTIFICATION FOR
2016-17 IMPLEMENTATION OF THE STUDENTS ATTIRED FOR EDUCATION POLICY AND
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ATTENTION: Brooks Rumenik

Due: September 1, 2016

Date: August 1, 2016

Pam Stewart, Commissioner
Florida Department of Education
Office of Safe Schools
325 W. Gaines Street, Suite 1444
Tallahassee, Florida 32399-0400

Dear Commissioner Stewart:

This letter certifies that the Renaissance Charter School Inc. (MSID Number _____) within the School District of Duval County has implemented its governing-board approved, standard student attire policy consistent with the guidelines provided by the Florida Department of Education (FDOE). Our policy is attached.

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Signature of Charter School Leader



Printed Name of Charter School Leader

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2016-17 IMPLEMENTATION OF THE STUDENTS ATTIRED FOR EDUCATION POLICY AND
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Due: September 1, 2016

Date: August 1, 2016

Pam Stewart, Commissioner
Florida Department of Education
Office of Safe Schools
325 W. Gaines Street, Suite 1444
Tallahassee, Florida 32399-0400

Dear Commissioner Stewart:

This letter certifies that the Renaissance Charter School Inc. (MSID Number 149) within the School District of Osceola County has implemented its governing-board approved, standard student attire policy consistent with the guidelines provided by the Florida Department of Education (FDOE). Our policy is attached.

The charter school will provide FDOE with a brief summary of the policy's effect on student learning by May 31, 2017. To meet this request, the following are the anticipated outcomes that will result from implementation of the Students Attired for Education policy.

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Sincerely,



Signature of Charter School Leader



Printed Name of Charter School Leader

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2016-17 IMPLEMENTATION OF THE STUDENTS ATTIRED FOR EDUCATION POLICY AND
VERIFICATION OF COMPLIANCE WITH POLICY GUIDELINES

ATTENTION: Brooks Rumenik

Due: September 1, 2016

Date: August 1, 2016

Pam Stewart, Commissioner
Florida Department of Education
Office of Safe Schools
325 W. Gaines Street, Suite 1444
Tallahassee, Florida 32399-0400

Dear Commissioner Stewart:

This letter certifies that the Renaissance Charter School Inc. (MSID Number 171) within the School District of Osceola County has implemented its governing-board approved, standard student attire policy consistent with the guidelines provided by the Florida Department of Education (FDOE). Our policy is attached.

The charter school will provide FDOE with a brief summary of the policy's effect on student learning by May 31, 2017. To meet this request, the following are the anticipated outcomes that will result from implementation of the Students Attired for Education policy.

Anticipated Outcomes:

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Signature of Charter School Leader

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Printed Name of Charter School Leader

Attachment: Charter School Students Attired for Education Policy

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into effective as of this _____ day of _____, 2016, by **RED APPLE DEVELOPMENT, LLC**, a Florida limited liability company, or its authorized assigns (“**Red Apple**”) and **RENAISSANCE CHARTER SCHOOL, INC.**, a Florida not-for-profit corporation (“**Renaissance**”).

RECITALS

WHEREAS, Renaissance has filed, or intends to file, a charter application (the “**Charter Application**”) for a grant of a charter from The School Board of Duval County, Florida for the operation of Duval Charter School at Tamaya, a public charter school located in Duval County, Florida (the “**Charter School**”);

WHEREAS, Renaissance has determined that it is in its best interest to contract with Red Apple to assist in the development of the Charter School facility (the “**Project**”);

WHEREAS, Red Apple has determined that it is in its best interest to contract with Renaissance in connection with the Project; and

WHEREAS, Renaissance wishes to contract with Red Apple and Red Apple wishes to contract with Renaissance, upon the terms and conditions set forth herein.

NOW, THEREFORE in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration receipt and sufficiency which is hereby acknowledged and further consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Engagement.** Renaissance hereby engages Red Apple and Red Apple hereby accepts such engagement from Renaissance to provide the Services (as defined herein) in accordance with the terms of this Agreement.

3. **Services.** In connection with the obligations of Renaissance with respect to the Project, Red Apple shall provide certain services, which services include the following (collectively, the “**Services**”):

3.1 Red Apple shall assist in identifying suitable site locations for the Charter School facility and shall propose and recommend optimal locations for the Charter School facility.

3.2 Red Apple shall advise Renaissance in the planning and development of the Charter School facility and in connection therewith shall obtain proposals and engage, or cause to be engaged, professionals (i.e., contractors, architects, consultants, engineers, surveyors, etc.) to perform due diligence, entitlement, planning and design work required in connection with the Project (collectively, the “**Pre-construction Expenses**”).

3.3 Red Apple shall assist in obtaining financing for the redevelopment, development, renovation and construction, as applicable, of the Charter School facility and in connection therewith Renaissance may be required to serve as a borrower or co-borrower on such financing (the “**Financing**”).

3.4 Red Apple shall redevelop, develop, renovate and construct, as applicable or cause to be redeveloped, developed, renovated and constructed, as applicable, the Charter School facility. Notwithstanding the foregoing Services required to bring the Project to fruition, Red Apple shall not close on land or commence, or cause to be commenced, any form of land development or construction prior to Red Apple, or an affiliate (as hereinafter defined) of Red Apple, and Renaissance having entered into a lease agreement for the Charter School facility.

4. **Fee.** As and for the performance of its responsibilities hereunder and Services provided, Red Apple shall be paid by Renaissance an amount equal to Five Percent (5%) of the total development costs of the Project (the “**Fee**”). Further, Red Apple shall also be reimbursed for Pre-construction Expenses incurred. The Fee shall be paid by Renaissance to Red Apple directly from the Financing or other legally available funds of Renaissance, in lump sum, upon substantial completion of the Project; provided, however, Renaissance shall only be required to pay Red Apple the Fee and Pre-construction Expenses to the extent that there are sufficient funds from the Financing or other legally available funds of Renaissance to provide for the payment of the Fee and Pre-construction Expenses.

5. **Termination of Agreement.** This Agreement shall terminate on the date on which all obligations hereunder have been fully performed and no further obligations can arise hereunder.

6. **Notices.** All notices, requests, consents, instructions, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) either hand-delivered by messenger or nationally recognized overnight courier service, sent by facsimile with copy by mail, or mailed (air mail if international) by certified mail (postage prepaid), return receipt requested, and addressed to the parties as follows unless the address or facsimile number is changed by the party by like notice given to the other parties:

If to Renaissance: Renaissance Charter School, Inc.
6278 North Federal Highway, Suite 384
Fort Lauderdale, Florida 33308
Attention: Ken Haiko, President
Facsimile No.: _____

Copy to: _____

If to Red Apple: Red Apple Development, LLC
800 Corporate Drive, Suite 124
Fort Lauderdale, Florida 33334
Attention: Scott Woodrey
Facsimile No.: 954-202-2047

Copy to: Tripp Scott, P.A.
110 Southeast 6th Street
Fifteenth Floor
Fort Lauderdale, Florida 33301
Attention: Edward J. Pozzuoli, Esq.
Facsimile No.: 954-761-8475

Each such notice, request, consent, instruction or other communication shall be considered given and shall be deemed delivered: (a) three (3) days after mailing when mailed certified mail, return receipt

requested, postage prepaid, or upon hand delivery by messenger to the address indicated or (b) one (1) day after acceptance for delivery by Federal Express or other nationally recognized overnight courier service for delivery at the address indicated or (c) when received by telephone facsimile transmission at the number indicated (with confirmation of receipt). Notice sent by counsel for either of the parties shall be deemed to be notice sent by such party.

7. **Further Assurances.** Renaissance shall exercise good faith in considering the recommendations, and accepting the assistance, provided by Red Apple in connection with its performance of the Services. The parties agree from time to time to execute and deliver such further and other assurances, documents and agreements and do all matters and things which may be necessary to more effectively and completely carry out the intentions of this Agreement and the timely completion of the Project. In the event Renaissance unreasonably delays, refuses or fails to consider such recommendations, accept such assistance or execute and deliver such further and other assurances, documents and agreements, which delay, refusal or failure directly, or indirectly, inhibits the intentions of this Agreement and timely completion of the Project, then Red Apple may, without prejudice to any right or remedy, terminate the Project and/or stop the performance of the Services hereunder by written notice to Renaissance and recover from Renaissance payments for all costs and expenses incurred by Red Apple related to the Project and the performance of the Services hereunder. All obligations for payment under this Agreement shall survive the termination of the Project, performance of the Services and this Agreement.

8. **No Partnership or Agency.** The relationship between the parties hereto shall be solely as set forth herein and neither party shall be deemed to be an employee, agent, partner, or joint venturer of the other party.

9. **Assignment.** No party shall assign its rights or obligations hereunder without the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld; provided, however, Red Apple shall have the right to assign this Agreement to an affiliate or related entity. For purposes hereof, "affiliate" as applied to any party, means any other person who directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such party. For purposes hereof, "control" (including "controlling", "controlled by", or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of management and policies of such party, whether through ownership of voting securities, by agreement or otherwise.

10. **Outside Business.** Nothing contained in this Agreement shall be construed to restrict or prevent, in any matter, Red Apple or Renaissance, or their representatives or principals from providing services to any third-party similar to the services provided pursuant to this Agreement.

11. **Survival.** All of the covenants, agreements, representations, warranties, terms and provisions of this Agreement or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

12. **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF RENAISSANCE AND RED APPLE KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATED TO ANY OF THE PROVISIONS OF THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY DOCUMENT PERTAINING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT OF ALL PARTIES ENTERING

INTO THIS AGREEMENT. THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF BROWARD COUNTY, FLORIDA IN RESPECT OF ANY SUIT OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

13. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The provisions of this Agreement may not be amended, supplemented, or waived orally, but only by a writing executed by the parties hereto. The failure or delay of any party hereto to enforce any provisions of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement, or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. In the event that any portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire agreement so long as the material provisions of the parties bargain can still be given effect. This Agreement shall be governed by Florida law. Venue for any legal proceedings shall be in Broward County, Florida. In the event of any controversy arising under or relating to the interpretation of this Agreement or any breach thereof, the prevailing party shall be entitled to recover all court costs, expenses, and reasonable attorneys' fees (including, without limitation, all pre-trial, trial and appellate proceedings) incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns. Time is of the essence of this Agreement. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and a complete set of which taken together shall constitute one and the same agreement. The parties agree and intend that a signature by facsimile machine or other electronic transmission shall bind the party so signing with the same effect as though the signature was an original. Each of Renaissance and Red Apple has the full right, power and authority to enter into this Agreement and to perform each and all of the terms and provisions hereof, and to execute and deliver this Agreement. Each of Renaissance's and Red Apple's signatory to this Agreement is authorized to sign this Agreement on behalf of such party.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

Witnesses:

Printed Name: _____

Print Name: _____

Witnesses:

Print Name: _____

Print Name: _____

RENAISSANCE:

RENAISSANCE CHARTER SCHOOL, INC.,
a Florida not-for-profit corporation

By: _____
Name: Ken Haiko
Title: President

RED APPLE:

RED APPLE DEVELOPMENT, LLC,
a Florida limited liability company

By: _____
Name: Jonathan K. Hage
Title: President

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into effective as of this _____ day of _____, 2016, by **CHARTER SCHOOLS USA, INC.**, a Delaware corporation (“**CSUSA**”) and **RENAISSANCE CHARTER SCHOOL, INC.**, a Florida not-for-profit corporation (“**Renaissance**”).

RECITALS

WHEREAS, Renaissance has filed, or intends to file, a charter application (the “**Charter Application**”) for a grant of a charter from The School Board of Duval County, Florida for the operation of Duval Charter School at Tamaya, a public charter school located in Duval County, Florida (the “**Charter School**”);

WHEREAS, Renaissance has determined that it is in its best interest to contract with CSUSA to assist in the development of the Charter School (the “**Project**”);

WHEREAS, CSUSA has determined that it is in its best interest to contract with Renaissance in connection with the Project; and

WHEREAS, Renaissance wishes to contract with CSUSA and CSUSA wishes to contract with Renaissance, upon the terms and conditions set forth herein.

NOW, THEREFORE in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration receipt and sufficiency which is hereby acknowledged and further consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **Engagement.** Renaissance hereby engages CSUSA and CSUSA hereby accepts such engagement from Renaissance to provide the Services (as defined herein) in accordance with the terms of this Agreement.
3. **Services.** In connection with the obligations of Renaissance with respect to the Project, CSUSA shall provide certain services, which services include the following (collectively, the “**Services**”): (a) in conjunction with Red Apple Development, LLC, a Florida limited liability company, CSUSA shall conduct, prepare and provide Renaissance with an assessment and feasibility study which shall contain, without limitation, (i) an analysis of the demographics of Duval County, Florida and surrounding communities to confirm the need for the Charter School and how the Charter School will draw demographically from the region to ensure the target population is appropriately serviced, and (ii) an evaluation of the current proposed location for the Charter School facility to determine the optimum suitability for the Charter School based on economic factors, proximity of potential students and safety considerations; (b) CSUSA shall assist Renaissance in securing approval of the Charter Application and charter contract which shall include, without limitation, participation in (i) Charter Application training sessions and development, and (ii) board member training and preparation for authorizer interview; (c) CSUSA shall market the Charter School, which marketing shall include, without limitation, (i) grass roots marketing and demand generation through traditional marketing, digital marketing and social media, (ii) face-to-face meetings with prospective board members, charter support organizations, school district personnel and community leaders, (iii) organizing and holding local community information sessions, and (iv) visiting with and obtaining membership in local chamber(s) of commerce prior to the actual commencement of the operations of the Charter School and overseeing the transition of such visitation

and membership following the actual commencement of the operations of the Charter School; and (d) CSUSA shall provide development oversight and support in the opening of the Charter School which shall include, without limitation, providing Renaissance with (i) a new school opening team that is focused on comprehensive project management of the functional areas supporting a new school opening to include pre-opening compliance requirements and first year enrollment, and (ii) board meeting support prior to the first year of operations of the Charter School.

4. **Fee.** As and for the performance of its responsibilities hereunder and Services provided, CSUSA shall be paid by Renaissance an amount equal to Two Hundred Fifty and No/100 Dollars (\$250.00) per Student (as defined herein) (the “**Fee**”). For purposes of calculating the Fee, the term “**Student**” shall mean 1,145, which number represents the capacity of the Charter School at full student enrollment. The Fee shall be paid by Renaissance to CSUSA directly from the financing obtained for the redevelopment, development, renovation and construction, as applicable, of the Charter School facility (the “**Financing**”) or other legally available funds of Renaissance, in lump sum, upon substantial completion of the redevelopment, development, renovation and construction, as applicable, of the Charter School facility; provided, however, Renaissance shall only be required to pay CSUSA the Fee to the extent that there are sufficient funds from the Financing or other legally available funds of Renaissance to provide for the payment of the Fee.

5. **Termination of Agreement.** This Agreement shall terminate on the date on which all obligations hereunder have been fully performed and no further obligations can arise hereunder.

6. **Notices.** All notices, requests, consents, instructions, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) either hand-delivered by messenger or nationally recognized overnight courier service, sent by facsimile with copy by mail, or mailed (air mail if international) by certified mail (postage prepaid), return receipt requested, and addressed to the parties as follows unless the address or facsimile number is changed by the party by like notice given to the other parties:

If to Renaissance: Renaissance Charter School, Inc.
6278 North Federal Highway, Suite 384
Fort Lauderdale, Florida 33308
Attention: Ken Haiko, President
Facsimile No.: _____

Copy to: _____

If to CSUSA: Charter Schools USA, Inc.
800 Corporate Drive, Suite 124
Fort Lauderdale, Florida 33334
Attention: Jonathan K. Hage
Facsimile No.: _____

Copy to: Tripp Scott, P.A.
110 Southeast 6th Street
Fifteenth Floor
Fort Lauderdale, Florida 33301
Attention: Edward J. Pozzuoli, Esq.
Facsimile No.: 954-761-8475

Each such notice, request, consent, instruction or other communication shall be considered given and shall be deemed delivered: (a) three (3) days after mailing when mailed certified mail, return receipt requested, postage prepaid, or upon hand delivery by messenger to the address indicated or (b) one (1) day after acceptance for delivery by Federal Express or other nationally recognized overnight courier service for delivery at the address indicated or (c) when received by telephone facsimile transmission at the number indicated (with confirmation of receipt). Notice sent by counsel for either of the parties shall be deemed to be notice sent by such party.

7. **Further Assurances.** Renaissance shall exercise good faith in considering the advisements and recommendations, and accepting the assistance, provided by CSUSA in connection with its performance of the Services. The parties agree from time to time to execute and deliver such further and other assurances, documents and agreements and do all matters and things which may be necessary to more effectively and completely carry out the intentions of this Agreement and the timely completion of the Project. In the event Renaissance unreasonably delays, refuses or fails to consider such advisements and recommendations, accept such assistance or execute and deliver such further and other assurances, documents and agreements, which delay, refusal or failure directly, or indirectly, inhibits the intentions of this Agreement and timely completion of the Project, then CSUSA may, without prejudice to any right or remedy, terminate the Project and/or stop the performance of the Services hereunder by written notice to Renaissance and recover from Renaissance payments for all costs and expenses incurred by CSUSA related to the Project and the performance of the Services hereunder. All obligations for payment under this Agreement shall survive the termination of the Project, performance of the Services and this Agreement.

8. **No Partnership or Agency.** The relationship between the parties hereto shall be solely as set forth herein and neither party shall be deemed to be an employee, agent, partner, or joint venturer of the other party.

9. **Assignment.** No party shall assign its rights or obligations hereunder without the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld; provided, however, CSUSA shall have the right to assign this Agreement to an affiliate or related entity. For purposes hereof, "affiliate" as applied to any party, means any other person who directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such party. For purposes hereof, "control" (including "controlling", "controlled by", or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of management and policies of such party, whether through ownership of voting securities, by agreement or otherwise.

10. **Outside Business.** Nothing contained in this Agreement shall be construed to restrict or prevent, in any matter, CSUSA or Renaissance, or their representatives or principals from providing services to any third-party similar to the services provided pursuant to this Agreement.

11. **Survival.** All of the covenants, agreements, representations, warranties, terms and provisions of this Agreement or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

12. **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF RENAISSANCE AND CSUSA KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATED TO ANY OF THE PROVISIONS OF THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS

(WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY DOCUMENT PERTAINING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT OF ALL PARTIES ENTERING INTO THIS AGREEMENT. THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF BROWARD COUNTY, FLORIDA IN RESPECT OF ANY SUIT OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

13. **Miscellaneous**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The provisions of this Agreement may not be amended, supplemented, or waived orally, but only by a writing executed by the parties hereto. The failure or delay of any party hereto to enforce any provisions of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement, or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. In the event that any portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire agreement so long as the material provisions of the parties bargain can still be given effect. This Agreement shall be governed by Florida law. Venue for any legal proceedings shall be in Broward County, Florida. In the event of any controversy arising under or relating to the interpretation of this Agreement or any breach thereof, the prevailing party shall be entitled to recover all court costs, expenses, and reasonable attorneys' fees (including, without limitation, all pre-trial, trial and appellate proceedings) incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns. Time is of the essence of this Agreement. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and a complete set of which taken together shall constitute one and the same agreement. The parties agree and intend that a signature by facsimile machine or other electronic transmission shall bind the party so signing with the same effect as though the signature was an original. Each of Renaissance and CSUSA has the full right, power and authority to enter into this Agreement and to perform each and all of the terms and provisions hereof, and to execute and deliver this Agreement. Each of Renaissance's and CSUSA's signatory to this Agreement is authorized to sign this Agreement on behalf of such party.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

Witnesses:

Printed Name: _____

Print Name: _____

Witnesses:

Print Name: _____

Print Name: _____

RENAISSANCE:

RENAISSANCE CHARTER SCHOOL, INC.,
a Florida not-for-profit corporation

By: _____
Name: Ken Haiko
Title: President

CSUSA:

CHARTER SCHOOLS USA, INC.,
a Delaware corporation

By: _____
Name: Jonathan K. Hage
Title: President

,

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into effective as of this _____ day of _____, 2016, by **CHARTER SCHOOLS USA, INC.**, a Delaware corporation (“**CSUSA**”) and **RENAISSANCE CHARTER SCHOOL, INC.**, a Florida not-for-profit corporation (“**Renaissance**”).

RECITALS

WHEREAS, Renaissance has filed, or intends to file, a charter application (the “**Charter Application**”) for a grant of a charter from The School Board of Orange County, Florida for the operation of a public charter school located in Orange County, Florida (the “**Charter School**”);

WHEREAS, Renaissance has determined that it is in its best interest to contract with CSUSA to assist in the development of the Charter School (the “**Project**”);

WHEREAS, CSUSA has determined that it is in its best interest to contract with Renaissance in connection with the Project; and

WHEREAS, Renaissance wishes to contract with CSUSA and CSUSA wishes to contract with Renaissance, upon the terms and conditions set forth herein.

NOW, THEREFORE in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration receipt and sufficiency which is hereby acknowledged and further consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **Engagement.** Renaissance hereby engages CSUSA and CSUSA hereby accepts such engagement from Renaissance to provide the Services (as defined herein) in accordance with the terms of this Agreement.
3. **Services.** In connection with the obligations of Renaissance with respect to the Project, CSUSA shall provide certain services, which services include the following (collectively, the “**Services**”): (a) in conjunction with Red Apple Development, LLC, a Florida limited liability company, CSUSA shall conduct, prepare and provide Renaissance with an assessment and feasibility study which shall contain, without limitation, (i) an analysis of the demographics of Orange County, Florida and surrounding communities to confirm the need for the Charter School and how the Charter School will draw demographically from the region to ensure the target population is appropriately serviced, and (ii) an evaluation of the current proposed location for the Charter School facility to determine the optimum suitability for the Charter School based on economic factors, proximity of potential students and safety considerations; (b) CSUSA shall assist Renaissance in securing approval of the Charter Application and charter contract which shall include, without limitation, participation in (i) Charter Application training sessions and development, and (ii) board member training and preparation for authorizer interview; (c) CSUSA shall market the Charter School, which marketing shall include, without limitation, (i) grass roots marketing and demand generation through traditional marketing, digital marketing and social media, (ii) face-to-face meetings with prospective board members, charter support organizations, school district personnel and community leaders, (iii) organizing and holding local community information sessions, and (iv) visiting with and obtaining membership in local chamber(s) of commerce prior to the actual commencement of the operations of the Charter School and overseeing the transition of such visitation and membership following the actual commencement of the operations of the Charter School; and (d)

CSUSA shall provide development oversight and support in the opening of the Charter School which shall include, without limitation, providing Renaissance with (i) a new school opening team that is focused on comprehensive project management of the functional areas supporting a new school opening to include pre-opening compliance requirements and first year enrollment, and (ii) board meeting support prior to the first year of operations of the Charter School.

4. **Fee.** As and for the performance of its responsibilities hereunder and Services provided, CSUSA shall be paid by Renaissance an amount equal to Two Hundred Fifty and No/100 Dollars (\$250.00) per Student (as defined herein) (the “**Fee**”). For purposes of calculating the Fee, the term “**Student**” shall mean 1,145, which number represents the capacity of the Charter School at full student enrollment. The Fee shall be paid by Renaissance to CSUSA directly from the financing obtained for the redevelopment, development, renovation and construction, as applicable, of the Charter School facility (the “**Financing**”) or other legally available funds of Renaissance, in lump sum, upon substantial completion of the redevelopment, development, renovation and construction, as applicable, of the Charter School facility; provided, however, Renaissance shall only be required to pay CSUSA the Fee to the extent that there are sufficient funds from the Financing or other legally available funds of Renaissance to provide for the payment of the Fee.

5. **Termination of Agreement.** This Agreement shall terminate on the date on which all obligations hereunder have been fully performed and no further obligations can arise hereunder.

6. **Notices.** All notices, requests, consents, instructions, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) either hand-delivered by messenger or nationally recognized overnight courier service, sent by facsimile with copy by mail, or mailed (air mail if international) by certified mail (postage prepaid), return receipt requested, and addressed to the parties as follows unless the address or facsimile number is changed by the party by like notice given to the other parties:

If to Renaissance: Renaissance Charter School, Inc.
6278 North Federal Highway, Suite 384
Fort Lauderdale, Florida 33308
Attention: Ken Haiko, President
Facsimile No.: _____

Copy to: _____

If to CSUSA: Charter Schools USA, Inc.
800 Corporate Drive, Suite 124
Fort Lauderdale, Florida 33334
Attention: Jonathan K. Hage
Facsimile No.: _____

Copy to: Tripp Scott, P.A.
110 Southeast 6th Street
Fifteenth Floor
Fort Lauderdale, Florida 33301
Attention: Edward J. Pozzuoli, Esq.
Facsimile No.: 954-761-8475

Each such notice, request, consent, instruction or other communication shall be considered given and shall be deemed delivered: (a) three (3) days after mailing when mailed certified mail, return receipt requested, postage prepaid, or upon hand delivery by messenger to the address indicated or (b) one (1) day after acceptance for delivery by Federal Express or other nationally recognized overnight courier service for delivery at the address indicated or (c) when received by telephone facsimile transmission at the number indicated (with confirmation of receipt). Notice sent by counsel for either of the parties shall be deemed to be notice sent by such party.

7. **Further Assurances.** Renaissance shall exercise good faith in considering the advisements and recommendations, and accepting the assistance, provided by CSUSA in connection with its performance of the Services. The parties agree from time to time to execute and deliver such further and other assurances, documents and agreements and do all matters and things which may be necessary to more effectively and completely carry out the intentions of this Agreement and the timely completion of the Project. In the event Renaissance unreasonably delays, refuses or fails to consider such advisements and recommendations, accept such assistance or execute and deliver such further and other assurances, documents and agreements, which delay, refusal or failure directly, or indirectly, inhibits the intentions of this Agreement and timely completion of the Project, then CSUSA may, without prejudice to any right or remedy, terminate the Project and/or stop the performance of the Services hereunder by written notice to Renaissance and recover from Renaissance payments for all costs and expenses incurred by CSUSA related to the Project and the performance of the Services hereunder. All obligations for payment under this Agreement shall survive the termination of the Project, performance of the Services and this Agreement.

8. **No Partnership or Agency.** The relationship between the parties hereto shall be solely as set forth herein and neither party shall be deemed to be an employee, agent, partner, or joint venturer of the other party.

9. **Assignment.** No party shall assign its rights or obligations hereunder without the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld; provided, however, CSUSA shall have the right to assign this Agreement to an affiliate or related entity. For purposes hereof, "affiliate" as applied to any party, means any other person who directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such party. For purposes hereof, "control" (including "controlling", "controlled by", or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of management and policies of such party, whether through ownership of voting securities, by agreement or otherwise.

10. **Outside Business.** Nothing contained in this Agreement shall be construed to restrict or prevent, in any matter, CSUSA or Renaissance, or their representatives or principals from providing services to any third-party similar to the services provided pursuant to this Agreement.

11. **Survival.** All of the covenants, agreements, representations, warranties, terms and provisions of this Agreement or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

12. **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF RENAISSANCE AND CSUSA KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATED TO ANY OF THE PROVISIONS OF THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY

DOCUMENT PERTAINING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT OF ALL PARTIES ENTERING INTO THIS AGREEMENT. THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF BROWARD COUNTY, FLORIDA IN RESPECT OF ANY SUIT OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

13. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The provisions of this Agreement may not be amended, supplemented, or waived orally, but only by a writing executed by the parties hereto. The failure or delay of any party hereto to enforce any provisions of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement, or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. In the event that any portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire agreement so long as the material provisions of the parties bargain can still be given effect. This Agreement shall be governed by Florida law. Venue for any legal proceedings shall be in Broward County, Florida. In the event of any controversy arising under or relating to the interpretation of this Agreement or any breach thereof, the prevailing party shall be entitled to recover all court costs, expenses, and reasonable attorneys' fees (including, without limitation, all pre-trial, trial and appellate proceedings) incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns. Time is of the essence of this Agreement. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and a complete set of which taken together shall constitute one and the same agreement. The parties agree and intend that a signature by facsimile machine or other electronic transmission shall bind the party so signing with the same effect as though the signature was an original. Each of Renaissance and CSUSA has the full right, power and authority to enter into this Agreement and to perform each and all of the terms and provisions hereof, and to execute and deliver this Agreement. Each of Renaissance's and CSUSA's signatory to this Agreement is authorized to sign this Agreement on behalf of such party.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

Witnesses:

Printed Name: _____

Print Name: _____

Witnesses:

Print Name: _____

Print Name: _____

RENAISSANCE:

RENAISSANCE CHARTER SCHOOL, INC.,
a Florida not-for-profit corporation

By: _____
Name: Ken Haiko
Title: President

CSUSA:

CHARTER SCHOOLS USA, INC.,
a Delaware corporation

By: _____
Name: Jonathan K. Hage
Title: President

,

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into effective as of this _____ day of _____, 2016, by **RED APPLE DEVELOPMENT, LLC**, a Florida limited liability company, or its authorized assigns (“**Red Apple**”) and **RENAISSANCE CHARTER SCHOOL, INC.**, a Florida not-for-profit corporation (“**Renaissance**”).

RECITALS

WHEREAS, Renaissance has filed, or intends to file, a charter application (the “**Charter Application**”) for a grant of a charter from The School Board of Orange County, Florida for the operation of a public charter school located in Orange County, Florida (the “**Charter School**”);

WHEREAS, Renaissance has determined that it is in its best interest to contract with Red Apple to assist in the development of the Charter School facility (the “**Project**”);

WHEREAS, Red Apple has determined that it is in its best interest to contract with Renaissance in connection with the Project; and

WHEREAS, Renaissance wishes to contract with Red Apple and Red Apple wishes to contract with Renaissance, upon the terms and conditions set forth herein.

NOW, THEREFORE in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration receipt and sufficiency which is hereby acknowledged and further consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Engagement.** Renaissance hereby engages Red Apple and Red Apple hereby accepts such engagement from Renaissance to provide the Services (as defined herein) in accordance with the terms of this Agreement.

3. **Services.** In connection with the obligations of Renaissance with respect to the Project, Red Apple shall provide certain services, which services include the following (collectively, the “**Services**”):

3.1 Red Apple shall assist in identifying suitable site locations for the Charter School facility and shall propose and recommend optimal locations for the Charter School facility.

3.2 Red Apple shall advise Renaissance in the planning and development of the Charter School facility and in connection therewith shall obtain proposals and engage, or cause to be engaged, professionals (i.e., contractors, architects, consultants, engineers, surveyors, etc.) to perform due diligence, entitlement, planning and design work required in connection with the Project (collectively, the “**Pre-construction Expenses**”).

3.3 Red Apple shall assist in obtaining financing for the redevelopment, development, renovation and construction, as applicable, of the Charter School facility and in connection therewith Renaissance may be required to serve as a borrower or co-borrower on such financing (the “**Financing**”).

3.4 Red Apple shall redevelop, develop, renovate and construct, as applicable or cause to be redeveloped, developed, renovated and constructed, as applicable, the Charter School facility. Notwithstanding the foregoing Services required to bring the Project to fruition, Red Apple shall not close on land or commence, or cause to be commenced, any form of land development or construction prior to Red Apple, or an affiliate (as hereinafter defined) of Red Apple, and Renaissance having entered into a lease agreement for the Charter School facility.

4. **Fee.** As and for the performance of its responsibilities hereunder and Services provided, Red Apple shall be paid by Renaissance an amount equal to Five Percent (5%) of the total development costs of the Project (the “**Fee**”). Further, Red Apple shall also be reimbursed for Pre-construction Expenses incurred. The Fee shall be paid by Renaissance to Red Apple directly from the Financing or other legally available funds of Renaissance, in lump sum, upon substantial completion of the Project; provided, however, Renaissance shall only be required to pay Red Apple the Fee and Pre-construction Expenses to the extent that there are sufficient funds from the Financing or other legally available funds of Renaissance to provide for the payment of the Fee and Pre-construction Expenses.

5. **Termination of Agreement.** This Agreement shall terminate on the date on which all obligations hereunder have been fully performed and no further obligations can arise hereunder.

6. **Notices.** All notices, requests, consents, instructions, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) either hand-delivered by messenger or nationally recognized overnight courier service, sent by facsimile with copy by mail, or mailed (air mail if international) by certified mail (postage prepaid), return receipt requested, and addressed to the parties as follows unless the address or facsimile number is changed by the party by like notice given to the other parties:

If to Renaissance: Renaissance Charter School, Inc.
6278 North Federal Highway, Suite 384
Fort Lauderdale, Florida 33308
Attention: Ken Haiko, President
Facsimile No.: _____

Copy to: _____

If to Red Apple: Red Apple Development, LLC
800 Corporate Drive, Suite 124
Fort Lauderdale, Florida 33334
Attention: Scott Woodrey
Facsimile No.: 954-202-2047

Copy to: Tripp Scott, P.A.
110 Southeast 6th Street
Fifteenth Floor
Fort Lauderdale, Florida 33301
Attention: Edward J. Pozzuoli, Esq.
Facsimile No.: 954-761-8475

Each such notice, request, consent, instruction or other communication shall be considered given and shall be deemed delivered: (a) three (3) days after mailing when mailed certified mail, return receipt

requested, postage prepaid, or upon hand delivery by messenger to the address indicated or (b) one (1) day after acceptance for delivery by Federal Express or other nationally recognized overnight courier service for delivery at the address indicated or (c) when received by telephone facsimile transmission at the number indicated (with confirmation of receipt). Notice sent by counsel for either of the parties shall be deemed to be notice sent by such party.

7. **Further Assurances.** Renaissance shall exercise good faith in considering the recommendations, and accepting the assistance, provided by Red Apple in connection with its performance of the Services. The parties agree from time to time to execute and deliver such further and other assurances, documents and agreements and do all matters and things which may be necessary to more effectively and completely carry out the intentions of this Agreement and the timely completion of the Project. In the event Renaissance unreasonably delays, refuses or fails to consider such recommendations, accept such assistance or execute and deliver such further and other assurances, documents and agreements, which delay, refusal or failure directly, or indirectly, inhibits the intentions of this Agreement and timely completion of the Project, then Red Apple may, without prejudice to any right or remedy, terminate the Project and/or stop the performance of the Services hereunder by written notice to Renaissance and recover from Renaissance payments for all costs and expenses incurred by Red Apple related to the Project and the performance of the Services hereunder. All obligations for payment under this Agreement shall survive the termination of the Project, performance of the Services and this Agreement.

8. **No Partnership or Agency.** The relationship between the parties hereto shall be solely as set forth herein and neither party shall be deemed to be an employee, agent, partner, or joint venturer of the other party.

9. **Assignment.** No party shall assign its rights or obligations hereunder without the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld; provided, however, Red Apple shall have the right to assign this Agreement to an affiliate or related entity. For purposes hereof, "affiliate" as applied to any party, means any other person who directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such party. For purposes hereof, "control" (including "controlling", "controlled by", or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of management and policies of such party, whether through ownership of voting securities, by agreement or otherwise.

10. **Outside Business.** Nothing contained in this Agreement shall be construed to restrict or prevent, in any matter, Red Apple or Renaissance, or their representatives or principals from providing services to any third-party similar to the services provided pursuant to this Agreement.

11. **Survival.** All of the covenants, agreements, representations, warranties, terms and provisions of this Agreement or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

12. **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF RENAISSANCE AND RED APPLE KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATED TO ANY OF THE PROVISIONS OF THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY DOCUMENT PERTAINING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT OF ALL PARTIES ENTERING

INTO THIS AGREEMENT. THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF BROWARD COUNTY, FLORIDA IN RESPECT OF ANY SUIT OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

13. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The provisions of this Agreement may not be amended, supplemented, or waived orally, but only by a writing executed by the parties hereto. The failure or delay of any party hereto to enforce any provisions of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement, or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. In the event that any portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire agreement so long as the material provisions of the parties bargain can still be given effect. This Agreement shall be governed by Florida law. Venue for any legal proceedings shall be in Broward County, Florida. In the event of any controversy arising under or relating to the interpretation of this Agreement or any breach thereof, the prevailing party shall be entitled to recover all court costs, expenses, and reasonable attorneys' fees (including, without limitation, all pre-trial, trial and appellate proceedings) incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns. Time is of the essence of this Agreement. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and a complete set of which taken together shall constitute one and the same agreement. The parties agree and intend that a signature by facsimile machine or other electronic transmission shall bind the party so signing with the same effect as though the signature was an original. Each of Renaissance and Red Apple has the full right, power and authority to enter into this Agreement and to perform each and all of the terms and provisions hereof, and to execute and deliver this Agreement. Each of Renaissance's and Red Apple's signatory to this Agreement is authorized to sign this Agreement on behalf of such party.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

Witnesses:

Printed Name: _____

Print Name: _____

Witnesses:

Print Name: _____

Print Name: _____

RENAISSANCE:

RENAISSANCE CHARTER SCHOOL, INC.,
a Florida not-for-profit corporation

By: _____
Name: Ken Haiko
Title: President

RED APPLE:

RED APPLE DEVELOPMENT, LLC,
a Florida limited liability company

By: _____
Name: Jonathan K. Hage
Title: President

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into effective as of this _____ day of _____, 2016, by **CHARTER SCHOOLS USA, INC.**, a Delaware corporation (“**CSUSA**”) and **RENAISSANCE CHARTER SCHOOL, INC.**, a Florida not-for-profit corporation (“**Renaissance**”).

RECITALS

WHEREAS, Renaissance has filed, or intends to file, a charter application (the “**Charter Application**”) for a grant of a charter from The School Board of Osceola County, Florida for the operation of a public charter school located in Osceola County, Florida (the “**Charter School**”);

WHEREAS, Renaissance has determined that it is in its best interest to contract with CSUSA to assist in the development of the Charter School (the “**Project**”);

WHEREAS, CSUSA has determined that it is in its best interest to contract with Renaissance in connection with the Project; and

WHEREAS, Renaissance wishes to contract with CSUSA and CSUSA wishes to contract with Renaissance, upon the terms and conditions set forth herein.

NOW, THEREFORE in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration receipt and sufficiency which is hereby acknowledged and further consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **Engagement.** Renaissance hereby engages CSUSA and CSUSA hereby accepts such engagement from Renaissance to provide the Services (as defined herein) in accordance with the terms of this Agreement.
3. **Services.** In connection with the obligations of Renaissance with respect to the Project, CSUSA shall provide certain services, which services include the following (collectively, the “**Services**”): (a) in conjunction with Red Apple Development, LLC, a Florida limited liability company, CSUSA shall conduct, prepare and provide Renaissance with an assessment and feasibility study which shall contain, without limitation, (i) an analysis of the demographics of Osceola County, Florida and surrounding communities to confirm the need for the Charter School and how the Charter School will draw demographically from the region to ensure the target population is appropriately serviced, and (ii) an evaluation of the current proposed location for the Charter School facility to determine the optimum suitability for the Charter School based on economic factors, proximity of potential students and safety considerations; (b) CSUSA shall assist Renaissance in securing approval of the Charter Application and charter contract which shall include, without limitation, participation in (i) Charter Application training sessions and development, and (ii) board member training and preparation for authorizer interview; (c) CSUSA shall market the Charter School, which marketing shall include, without limitation, (i) grass roots marketing and demand generation through traditional marketing, digital marketing and social media, (ii) face-to-face meetings with prospective board members, charter support organizations, school district personnel and community leaders, (iii) organizing and holding local community information sessions, and (iv) visiting with and obtaining membership in local chamber(s) of commerce prior to the actual commencement of the operations of the Charter School and overseeing the transition of such visitation and membership following the actual commencement of the operations of the Charter School; and (d)

CSUSA shall provide development oversight and support in the opening of the Charter School which shall include, without limitation, providing Renaissance with (i) a new school opening team that is focused on comprehensive project management of the functional areas supporting a new school opening to include pre-opening compliance requirements and first year enrollment, and (ii) board meeting support prior to the first year of operations of the Charter School.

4. **Fee.** As and for the performance of its responsibilities hereunder and Services provided, CSUSA shall be paid by Renaissance an amount equal to Two Hundred Fifty and No/100 Dollars (\$250.00) per Student (as defined herein) (the “**Fee**”). For purposes of calculating the Fee, the term “**Student**” shall mean 1,145, which number represents the capacity of the Charter School at full student enrollment. The Fee shall be paid by Renaissance to CSUSA directly from the financing obtained for the redevelopment, development, renovation and construction, as applicable, of the Charter School facility (the “**Financing**”) or other legally available funds of Renaissance, in lump sum, upon substantial completion of the redevelopment, development, renovation and construction, as applicable, of the Charter School facility; provided, however, Renaissance shall only be required to pay CSUSA the Fee to the extent that there are sufficient funds from the Financing or other legally available funds of Renaissance to provide for the payment of the Fee.

5. **Termination of Agreement.** This Agreement shall terminate on the date on which all obligations hereunder have been fully performed and no further obligations can arise hereunder.

6. **Notices.** All notices, requests, consents, instructions, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) either hand-delivered by messenger or nationally recognized overnight courier service, sent by facsimile with copy by mail, or mailed (air mail if international) by certified mail (postage prepaid), return receipt requested, and addressed to the parties as follows unless the address or facsimile number is changed by the party by like notice given to the other parties:

If to Renaissance: Renaissance Charter School, Inc.
6278 North Federal Highway, Suite 384
Fort Lauderdale, Florida 33308
Attention: Ken Haiko, President
Facsimile No.: _____

Copy to: _____

If to CSUSA: Charter Schools USA, Inc.
800 Corporate Drive, Suite 124
Fort Lauderdale, Florida 33334
Attention: Jonathan K. Hage
Facsimile No.: _____

Copy to: Tripp Scott, P.A.
110 Southeast 6th Street
Fifteenth Floor
Fort Lauderdale, Florida 33301
Attention: Edward J. Pozzuoli, Esq.
Facsimile No.: 954-761-8475

Each such notice, request, consent, instruction or other communication shall be considered given and shall be deemed delivered: (a) three (3) days after mailing when mailed certified mail, return receipt requested, postage prepaid, or upon hand delivery by messenger to the address indicated or (b) one (1) day after acceptance for delivery by Federal Express or other nationally recognized overnight courier service for delivery at the address indicated or (c) when received by telephone facsimile transmission at the number indicated (with confirmation of receipt). Notice sent by counsel for either of the parties shall be deemed to be notice sent by such party.

7. **Further Assurances.** Renaissance shall exercise good faith in considering the advisements and recommendations, and accepting the assistance, provided by CSUSA in connection with its performance of the Services. The parties agree from time to time to execute and deliver such further and other assurances, documents and agreements and do all matters and things which may be necessary to more effectively and completely carry out the intentions of this Agreement and the timely completion of the Project. In the event Renaissance unreasonably delays, refuses or fails to consider such advisements and recommendations, accept such assistance or execute and deliver such further and other assurances, documents and agreements, which delay, refusal or failure directly, or indirectly, inhibits the intentions of this Agreement and timely completion of the Project, then CSUSA may, without prejudice to any right or remedy, terminate the Project and/or stop the performance of the Services hereunder by written notice to Renaissance and recover from Renaissance payments for all costs and expenses incurred by CSUSA related to the Project and the performance of the Services hereunder. All obligations for payment under this Agreement shall survive the termination of the Project, performance of the Services and this Agreement.

8. **No Partnership or Agency.** The relationship between the parties hereto shall be solely as set forth herein and neither party shall be deemed to be an employee, agent, partner, or joint venturer of the other party.

9. **Assignment.** No party shall assign its rights or obligations hereunder without the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld; provided, however, CSUSA shall have the right to assign this Agreement to an affiliate or related entity. For purposes hereof, "affiliate" as applied to any party, means any other person who directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such party. For purposes hereof, "control" (including "controlling", "controlled by", or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of management and policies of such party, whether through ownership of voting securities, by agreement or otherwise.

10. **Outside Business.** Nothing contained in this Agreement shall be construed to restrict or prevent, in any matter, CSUSA or Renaissance, or their representatives or principals from providing services to any third-party similar to the services provided pursuant to this Agreement.

11. **Survival.** All of the covenants, agreements, representations, warranties, terms and provisions of this Agreement or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

12. **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF RENAISSANCE AND CSUSA KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATED TO ANY OF THE PROVISIONS OF THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY

DOCUMENT PERTAINING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT OF ALL PARTIES ENTERING INTO THIS AGREEMENT. THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF BROWARD COUNTY, FLORIDA IN RESPECT OF ANY SUIT OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

13. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The provisions of this Agreement may not be amended, supplemented, or waived orally, but only by a writing executed by the parties hereto. The failure or delay of any party hereto to enforce any provisions of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement, or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. In the event that any portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire agreement so long as the material provisions of the parties bargain can still be given effect. This Agreement shall be governed by Florida law. Venue for any legal proceedings shall be in Broward County, Florida. In the event of any controversy arising under or relating to the interpretation of this Agreement or any breach thereof, the prevailing party shall be entitled to recover all court costs, expenses, and reasonable attorneys' fees (including, without limitation, all pre-trial, trial and appellate proceedings) incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns. Time is of the essence of this Agreement. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and a complete set of which taken together shall constitute one and the same agreement. The parties agree and intend that a signature by facsimile machine or other electronic transmission shall bind the party so signing with the same effect as though the signature was an original. Each of Renaissance and CSUSA has the full right, power and authority to enter into this Agreement and to perform each and all of the terms and provisions hereof, and to execute and deliver this Agreement. Each of Renaissance's and CSUSA's signatory to this Agreement is authorized to sign this Agreement on behalf of such party.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

Witnesses:

Printed Name: _____

Print Name: _____

Witnesses:

Print Name: _____

Print Name: _____

RENAISSANCE:

RENAISSANCE CHARTER SCHOOL, INC.,
a Florida not-for-profit corporation

By: _____
Name: Ken Haiko
Title: President

CSUSA:

CHARTER SCHOOLS USA, INC.,
a Delaware corporation

By: _____
Name: Jonathan K. Hage
Title: President

,

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into effective as of this _____ day of _____, 2016, by **RED APPLE DEVELOPMENT, LLC**, a Florida limited liability company, or its authorized assigns (“**Red Apple**”) and **RENAISSANCE CHARTER SCHOOL, INC.**, a Florida not-for-profit corporation (“**Renaissance**”).

RECITALS

WHEREAS, Renaissance has filed, or intends to file, a charter application (the “**Charter Application**”) for a grant of a charter from The School Board of Osceola County, Florida for the operation of a public charter school located in Osceola County, Florida (the “**Charter School**”);

WHEREAS, Renaissance has determined that it is in its best interest to contract with Red Apple to assist in the development of the Charter School facility (the “**Project**”);

WHEREAS, Red Apple has determined that it is in its best interest to contract with Renaissance in connection with the Project; and

WHEREAS, Renaissance wishes to contract with Red Apple and Red Apple wishes to contract with Renaissance, upon the terms and conditions set forth herein.

NOW, THEREFORE in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration receipt and sufficiency which is hereby acknowledged and further consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Engagement.** Renaissance hereby engages Red Apple and Red Apple hereby accepts such engagement from Renaissance to provide the Services (as defined herein) in accordance with the terms of this Agreement.

3. **Services.** In connection with the obligations of Renaissance with respect to the Project, Red Apple shall provide certain services, which services include the following (collectively, the “**Services**”):

3.1 Red Apple shall assist in identifying suitable site locations for the Charter School facility and shall propose and recommend optimal locations for the Charter School facility.

3.2 Red Apple shall advise Renaissance in the planning and development of the Charter School facility and in connection therewith shall obtain proposals and engage, or cause to be engaged, professionals (i.e., contractors, architects, consultants, engineers, surveyors, etc.) to perform due diligence, entitlement, planning and design work required in connection with the Project (collectively, the “**Pre-construction Expenses**”).

3.3 Red Apple shall assist in obtaining financing for the redevelopment, development, renovation and construction, as applicable, of the Charter School facility and in connection therewith Renaissance may be required to serve as a borrower or co-borrower on such financing (the “**Financing**”).

3.4 Red Apple shall redevelop, develop, renovate and construct, as applicable or cause to be redeveloped, developed, renovated and constructed, as applicable, the Charter School facility. Notwithstanding the foregoing Services required to bring the Project to fruition, Red Apple shall not close on land or commence, or cause to be commenced, any form of land development or construction prior to Red Apple, or an affiliate (as hereinafter defined) of Red Apple, and Renaissance having entered into a lease agreement for the Charter School facility.

4. **Fee.** As and for the performance of its responsibilities hereunder and Services provided, Red Apple shall be paid by Renaissance an amount equal to Five Percent (5%) of the total development costs of the Project (the “**Fee**”). Further, Red Apple shall also be reimbursed for Pre-construction Expenses incurred. The Fee shall be paid by Renaissance to Red Apple directly from the Financing or other legally available funds of Renaissance, in lump sum, upon substantial completion of the Project; provided, however, Renaissance shall only be required to pay Red Apple the Fee and Pre-construction Expenses to the extent that there are sufficient funds from the Financing or other legally available funds of Renaissance to provide for the payment of the Fee and Pre-construction Expenses.

5. **Termination of Agreement.** This Agreement shall terminate on the date on which all obligations hereunder have been fully performed and no further obligations can arise hereunder.

6. **Notices.** All notices, requests, consents, instructions, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) either hand-delivered by messenger or nationally recognized overnight courier service, sent by facsimile with copy by mail, or mailed (air mail if international) by certified mail (postage prepaid), return receipt requested, and addressed to the parties as follows unless the address or facsimile number is changed by the party by like notice given to the other parties:

If to Renaissance: Renaissance Charter School, Inc.
6278 North Federal Highway, Suite 384
Fort Lauderdale, Florida 33308
Attention: Ken Haiko, President
Facsimile No.: _____

Copy to: _____

If to Red Apple: Red Apple Development, LLC
800 Corporate Drive, Suite 124
Fort Lauderdale, Florida 33334
Attention: Scott Woodrey
Facsimile No.: 954-202-2047

Copy to: Tripp Scott, P.A.
110 Southeast 6th Street
Fifteenth Floor
Fort Lauderdale, Florida 33301
Attention: Edward J. Pozzuoli, Esq.
Facsimile No.: 954-761-8475

Each such notice, request, consent, instruction or other communication shall be considered given and shall be deemed delivered: (a) three (3) days after mailing when mailed certified mail, return receipt

requested, postage prepaid, or upon hand delivery by messenger to the address indicated or (b) one (1) day after acceptance for delivery by Federal Express or other nationally recognized overnight courier service for delivery at the address indicated or (c) when received by telephone facsimile transmission at the number indicated (with confirmation of receipt). Notice sent by counsel for either of the parties shall be deemed to be notice sent by such party.

7. **Further Assurances.** Renaissance shall exercise good faith in considering the recommendations, and accepting the assistance, provided by Red Apple in connection with its performance of the Services. The parties agree from time to time to execute and deliver such further and other assurances, documents and agreements and do all matters and things which may be necessary to more effectively and completely carry out the intentions of this Agreement and the timely completion of the Project. In the event Renaissance unreasonably delays, refuses or fails to consider such recommendations, accept such assistance or execute and deliver such further and other assurances, documents and agreements, which delay, refusal or failure directly, or indirectly, inhibits the intentions of this Agreement and timely completion of the Project, then Red Apple may, without prejudice to any right or remedy, terminate the Project and/or stop the performance of the Services hereunder by written notice to Renaissance and recover from Renaissance payments for all costs and expenses incurred by Red Apple related to the Project and the performance of the Services hereunder. All obligations for payment under this Agreement shall survive the termination of the Project, performance of the Services and this Agreement.

8. **No Partnership or Agency.** The relationship between the parties hereto shall be solely as set forth herein and neither party shall be deemed to be an employee, agent, partner, or joint venturer of the other party.

9. **Assignment.** No party shall assign its rights or obligations hereunder without the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld; provided, however, Red Apple shall have the right to assign this Agreement to an affiliate or related entity. For purposes hereof, "affiliate" as applied to any party, means any other person who directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such party. For purposes hereof, "control" (including "controlling", "controlled by", or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of management and policies of such party, whether through ownership of voting securities, by agreement or otherwise.

10. **Outside Business.** Nothing contained in this Agreement shall be construed to restrict or prevent, in any matter, Red Apple or Renaissance, or their representatives or principals from providing services to any third-party similar to the services provided pursuant to this Agreement.

11. **Survival.** All of the covenants, agreements, representations, warranties, terms and provisions of this Agreement or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

12. **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF RENAISSANCE AND RED APPLE KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATED TO ANY OF THE PROVISIONS OF THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY DOCUMENT PERTAINING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT OF ALL PARTIES ENTERING

INTO THIS AGREEMENT. THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF BROWARD COUNTY, FLORIDA IN RESPECT OF ANY SUIT OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

13. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The provisions of this Agreement may not be amended, supplemented, or waived orally, but only by a writing executed by the parties hereto. The failure or delay of any party hereto to enforce any provisions of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement, or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. In the event that any portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire agreement so long as the material provisions of the parties bargain can still be given effect. This Agreement shall be governed by Florida law. Venue for any legal proceedings shall be in Broward County, Florida. In the event of any controversy arising under or relating to the interpretation of this Agreement or any breach thereof, the prevailing party shall be entitled to recover all court costs, expenses, and reasonable attorneys' fees (including, without limitation, all pre-trial, trial and appellate proceedings) incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns. Time is of the essence of this Agreement. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and a complete set of which taken together shall constitute one and the same agreement. The parties agree and intend that a signature by facsimile machine or other electronic transmission shall bind the party so signing with the same effect as though the signature was an original. Each of Renaissance and Red Apple has the full right, power and authority to enter into this Agreement and to perform each and all of the terms and provisions hereof, and to execute and deliver this Agreement. Each of Renaissance's and Red Apple's signatory to this Agreement is authorized to sign this Agreement on behalf of such party.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

Witnesses:

Printed Name: _____

Print Name: _____

Witnesses:

Print Name: _____

Print Name: _____

RENAISSANCE:

RENAISSANCE CHARTER SCHOOL, INC.,
a Florida not-for-profit corporation

By: _____
Name: Ken Haiko
Title: President

RED APPLE:

RED APPLE DEVELOPMENT, LLC,
a Florida limited liability company

By: _____
Name: Jonathan K. Hage
Title: President

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into effective as of this _____ day of _____, 2016, by **CHARTER SCHOOLS USA, INC.**, a Delaware corporation (“**CSUSA**”) and **RENAISSANCE CHARTER SCHOOL, INC.**, a Florida not-for-profit corporation (“**Renaissance**”).

RECITALS

WHEREAS, Renaissance has an approved charter application (the “**Charter Application**”) from the School Board of Seminole County, Florida for the operation of a public charter school located in Oviedo, Seminole County, Florida (the “**Charter School**”);

WHEREAS, Renaissance has determined that it is in its best interest to contract with CSUSA to assist in the development of the Charter School (the “**Project**”);

WHEREAS, CSUSA has determined that it is in its best interest to contract with Renaissance in connection with the Project; and

WHEREAS, Renaissance wishes to contract with CSUSA and CSUSA wishes to contract with Renaissance, upon the terms and conditions set forth herein.

NOW, THEREFORE in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration receipt and sufficiency which is hereby acknowledged and further consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Engagement.** Renaissance hereby engages CSUSA and CSUSA hereby accepts such engagement from Renaissance to provide the Services (as defined herein) in accordance with the terms of this Agreement.

3. **Services.** In connection with the obligations of Renaissance with respect to the Project, CSUSA shall provide certain services, which services include the following (collectively, the “**Services**”): (a) in conjunction with Red Apple Development, LLC, a Florida limited liability company, CSUSA shall conduct, prepare and provide Renaissance with an assessment and feasibility study which shall contain, without limitation, (i) an analysis of the demographics of Seminole County, Florida and surrounding communities to confirm the need for the Charter School and how the Charter School will draw demographically from the region to ensure the target population is appropriately serviced, and (ii) an evaluation of the current proposed location for the Charter School facility to determine the optimum suitability for the Charter School based on economic factors, proximity of potential students and safety considerations; (b) CSUSA shall assist Renaissance in securing approval of the Charter Application and charter contract which shall include, without limitation, participation in (i) Charter Application training sessions and development, and (ii) board member training and preparation for authorizer interview; (c) CSUSA shall market the Charter School, which marketing shall include, without limitation, (i) grass roots marketing and demand generation through traditional marketing, digital marketing and social media, (ii) face-to-face meetings with prospective board members, charter support organizations, school district personnel and community leaders, (iii) organizing and holding local community information sessions, and (iv) visiting with and obtaining membership in local chamber(s) of commerce prior to the actual commencement of the operations of the Charter School and overseeing the transition of such visitation and membership following the actual commencement of the operations of the Charter School; and (d)

CSUSA shall provide development oversight and support in the opening of the Charter School which shall include, without limitation, providing Renaissance with (i) a new school opening team that is focused on comprehensive project management of the functional areas supporting a new school opening to include pre-opening compliance requirements and first year enrollment, and (ii) board meeting support prior to the first year of operations of the Charter School.

4. **Fee.** As and for the performance of its responsibilities hereunder and Services provided, CSUSA shall be paid by Renaissance an amount equal to Two Hundred Fifty and No/100 Dollars (\$250.00) per Student (as defined herein) (the “**Fee**”). For purposes of calculating the Fee, the term “**Student**” shall mean 1,145, which number represents the capacity of the Charter School at full student enrollment. The Fee shall be paid by Renaissance to CSUSA directly from the financing obtained for the redevelopment, development, renovation and construction, as applicable, of the Charter School facility (the “**Financing**”) or other legally available funds of Renaissance, in lump sum, upon substantial completion of the redevelopment, development, renovation and construction, as applicable, of the Charter School facility; provided, however, Renaissance shall only be required to pay CSUSA the Fee to the extent that there are sufficient funds from the Financing or other legally available funds of Renaissance to provide for the payment of the Fee.

5. **Termination of Agreement.** This Agreement shall terminate on the date on which all obligations hereunder have been fully performed and no further obligations can arise hereunder.

6. **Notices.** All notices, requests, consents, instructions, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) either hand-delivered by messenger or nationally recognized overnight courier service, sent by facsimile with copy by mail, or mailed (air mail if international) by certified mail (postage prepaid), return receipt requested, and addressed to the parties as follows unless the address or facsimile number is changed by the party by like notice given to the other parties:

If to Renaissance: Renaissance Charter School, Inc.
6278 North Federal Highway, Suite 384
Fort Lauderdale, Florida 33308
Attention: Ken Haiko, President
Facsimile No.: _____

Copy to: _____

If to CSUSA: Charter Schools USA, Inc.
800 Corporate Drive, Suite 124
Fort Lauderdale, Florida 33334
Attention: Jonathan K. Hage
Facsimile No.: _____

Copy to: Tripp Scott, P.A.
110 Southeast 6th Street
Fifteenth Floor
Fort Lauderdale, Florida 33301
Attention: Edward J. Pozzuoli, Esq.
Facsimile No.: 954-761-8475

Each such notice, request, consent, instruction or other communication shall be considered given and shall be deemed delivered: (a) three (3) days after mailing when mailed certified mail, return receipt requested, postage prepaid, or upon hand delivery by messenger to the address indicated or (b) one (1) day after acceptance for delivery by Federal Express or other nationally recognized overnight courier service for delivery at the address indicated or (c) when received by telephone facsimile transmission at the number indicated (with confirmation of receipt). Notice sent by counsel for either of the parties shall be deemed to be notice sent by such party.

7. **Further Assurances.** Renaissance shall exercise good faith in considering the advisements and recommendations, and accepting the assistance, provided by CSUSA in connection with its performance of the Services. The parties agree from time to time to execute and deliver such further and other assurances, documents and agreements and do all matters and things which may be necessary to more effectively and completely carry out the intentions of this Agreement and the timely completion of the Project. In the event Renaissance unreasonably delays, refuses or fails to consider such advisements and recommendations, accept such assistance or execute and deliver such further and other assurances, documents and agreements, which delay, refusal or failure directly, or indirectly, inhibits the intentions of this Agreement and timely completion of the Project, then CSUSA may, without prejudice to any right or remedy, terminate the Project and/or stop the performance of the Services hereunder by written notice to Renaissance and recover from Renaissance payments for all costs and expenses incurred by CSUSA related to the Project and the performance of the Services hereunder. All obligations for payment under this Agreement shall survive the termination of the Project, performance of the Services and this Agreement.

8. **No Partnership or Agency.** The relationship between the parties hereto shall be solely as set forth herein and neither party shall be deemed to be an employee, agent, partner, or joint venturer of the other party.

9. **Assignment.** No party shall assign its rights or obligations hereunder without the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld; provided, however, CSUSA shall have the right to assign this Agreement to an affiliate or related entity. For purposes hereof, "affiliate" as applied to any party, means any other person who directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such party. For purposes hereof, "control" (including "controlling", "controlled by", or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of management and policies of such party, whether through ownership of voting securities, by agreement or otherwise.

10. **Outside Business.** Nothing contained in this Agreement shall be construed to restrict or prevent, in any matter, CSUSA or Renaissance, or their representatives or principals from providing services to any third-party similar to the services provided pursuant to this Agreement.

11. **Survival.** All of the covenants, agreements, representations, warranties, terms and provisions of this Agreement or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

12. **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF RENAISSANCE AND CSUSA KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATED TO ANY OF THE PROVISIONS OF THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY

DOCUMENT PERTAINING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT OF ALL PARTIES ENTERING INTO THIS AGREEMENT. THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF BROWARD COUNTY, FLORIDA IN RESPECT OF ANY SUIT OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

13. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The provisions of this Agreement may not be amended, supplemented, or waived orally, but only by a writing executed by the parties hereto. The failure or delay of any party hereto to enforce any provisions of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement, or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. In the event that any portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire agreement so long as the material provisions of the parties bargain can still be given effect. This Agreement shall be governed by Florida law. Venue for any legal proceedings shall be in Broward County, Florida. In the event of any controversy arising under or relating to the interpretation of this Agreement or any breach thereof, the prevailing party shall be entitled to recover all court costs, expenses, and reasonable attorneys' fees (including, without limitation, all pre-trial, trial and appellate proceedings) incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns. Time is of the essence of this Agreement. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and a complete set of which taken together shall constitute one and the same agreement. The parties agree and intend that a signature by facsimile machine or other electronic transmission shall bind the party so signing with the same effect as though the signature was an original. Each of Renaissance and CSUSA has the full right, power and authority to enter into this Agreement and to perform each and all of the terms and provisions hereof, and to execute and deliver this Agreement. Each of Renaissance's and CSUSA's signatory to this Agreement is authorized to sign this Agreement on behalf of such party.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

Witnesses:

Printed Name: _____

Print Name: _____

Witnesses:

Print Name: _____

Print Name: _____

RENAISSANCE:

RENAISSANCE CHARTER SCHOOL, INC.,
a Florida not-for-profit corporation

By: _____
Name: Ken Haiko
Title: President

CSUSA:

CHARTER SCHOOLS USA, INC.,
a Delaware corporation

By: _____
Name: Jonathan K. Hage
Title: President

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