

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT is entered into effective as of Jan 25, 2011, by and between Accelerated Learning Solutions, Inc., a Tennessee corporation (the "Company"), and Florida High School for Accelerated Learning-Greater Miami, Inc., a Florida not-for-profit corporation (the "School").

WITNESSETH:

WHEREAS, the School has been authorized to operate a charter school in Miami-Dade County, Florida, pursuant to a Charter School Contract dated _____, 201__ (the "Contract") between the School and the School Board of Miami-Dade County; and

WHEREAS, the School does not currently possess all of the requisite knowledge, skills and experience to form and operate a charter school;

WHEREAS, the School desires the Company to provide certain management oversight and other consulting services necessary to allow the School to organize and operate a charter school in accordance with the Contract; and

WHEREAS, the Company desires to provide the aforementioned services.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Statement of Mission and Purpose; Services and Deliverables.

(a) Mission and Purpose. The parties acknowledge and agree that the statement (herein referred to as the "Statement of Mission and Purpose") reflects the overall principles and philosophy upon which the School is being developed and that all services to be provided and all obligations of the parties hereunder are to be in accordance with these overriding principles:

(i) The School has developed a philosophy of recognizing and rewarding each student as an individual. The educational program, goals and objectives, and methods of accountability toward the objectives, must be set according to the situation of each individual student.

(ii) The School has selected a self-paced, mastery-based, accelerated learning program as the model to implement this philosophy. The goal of the School is to provide a school program and educational opportunities for students that might not be best suited for traditional schools and to maximize the development and learning opportunities for these students leading to a high school diploma. These students include, but are not necessarily limited to:

(1) Students who have dropped out of their school of last attendance or who are perilously close to doing so;

(2) Students looking to improve the remedial support of their academic program on a more individual basis than can be obtained in a traditional high school environment; and

(3) Students with other family requirements and/or commitments that may prevent attendance at regularly scheduled programs at traditional local schools.

(iii) Students will be required to accomplish progress toward the diploma and toward all other School requirements in its Contract on an annual basis.

(iv) Enrollment of each student should be reviewed, documented and controlled to be able to justify that: (i) the student meets recommendations supporting admission to the School; and (ii) academic progress is being met according to the student's objectives.

(v) The School will demonstrate curriculum alignment with the District standards applicable to the School and explain any instances of non-compliance with the standards.

(vi) All requirements of local, state and federal laws relating to charter schools must be met, and all audits relating to the demonstration of these requirements must be successfully completed, given allowance for appropriate time for documentation, reporting, analysis and rectification of any non-compliances and complaints.

(b) Services of the Company. In accordance with the foregoing, the Company shall provide the School the following services as requested by the School's Board of Trustees or Directors (the "Board"):

(i) School Facility. The Company shall assist the School in identifying, evaluating and hiring architects, contractors and other third party vendors needed to design, lease, construct and, when necessary, renovate, at the School's expense, a facility to house the School;

(ii) Equipment Procurement and Maintenance. The Company shall:

(1) research, investigate and evaluate possible manufacturers and equipment that can assist the School in achieving its mission, educational goals and performance objectives;

(2) negotiate the terms of the purchase or lease by the School, at the School's expense, of all furniture, computers, software, equipment and other personal property necessary for the operation of the School; and

(3) assist the School in its relationships with vendors necessary to manage and maintain the equipment in proper working order.

(iii) Management Consulting and Financial Services. The Company shall:

(1) perform day-to-day management of the School, in accordance with this all applicable laws and regulations, this Agreement, the Contract

and charter application, the Statement of Mission and Purpose and the non-profit purpose of the School and the Contract subject to the direction given by the Board;

(2) assist in preparation of the budget and financial reports for submission to the Board for approval. These reports should illustrate, among other things, actual income and expenditures. Further, it should explain how those figures align with the projected budgets and explain variances;

(3) perform other consulting and liaison services with governmental and quasi-governmental offices and agencies as are necessary in day-to-day operations or required by the Contract;

(4) provide all data information management services, testing and testing analysis;

(5) draft operations manuals, forms (including teacher contracts, applications, enrollment and similar forms) and management procedures, as the same are from time to time developed by the Company and as approved or requested by the Board;

(6) assist in identifying and applying for grants; and

(7) assist in administering any grant funding obtained in compliance with the specific terms and conditions of said grants and participating in any audits related thereto.

(iv) Curriculum Management. The Company shall:

(1) assist the School in identifying acceptable vendors for educational model, curriculum and program development subject to the approval of the Board, which vendors may include the Company or an affiliate of the Company; and

(2) perform evaluation, assessment and continuous improvement of the School's educational model, curriculum and program and report findings to the School.

shall: (v) Technology and Operational Support Services: The Company

(1) research, investigate and evaluate possible manufacturers and technology that can assist the School in achieving its Statement of Mission and Purpose and the performance objectives as stated in the Contract;

(2) negotiate the terms of the purchase or lease, at the School's expense, of all furniture, computers, software, equipment and other personal property necessary for the operation of the School;

(3) perform initial and ongoing staff and teacher training with respect to the technology;

(4) advise and train staff and teachers on admissions and expulsion procedures, including utilization of forms and systems;

(5) consult and advise in implementing accounting and bookkeeping systems and preparing for annual audits as required by the District or any other governmental entity having jurisdiction over the School;

(6) perform quality data tracking, including but not limited to student data such as attendance, performance, etc., and tying together all school data as the technology system is developed;

(7) provide periodic reports on student performance, and whether educational goals and measurements are being achieved as required by the Contract; and

(8) provide access to Company supply sources (including supply sources of affiliates of the Company) to obtain centralized purchasing discounts where applicable and available.

(vi) Insurance. The Company shall:

(1) evaluate appropriate types and levels of insurance coverage for the operations of the School taking into account the activities of the School and the Company and the types and levels of insurance maintained by similarly situated schools; and

(2) obtain quotes for such insurance from reputable providers and assist the School in purchasing and maintaining, at the School's expense, such insurance coverage.

(vii) Human Resource Services. The Company shall:

(1) assist the School in determining staffing levels and selecting personnel, consistent with the Contract, the Statement of Mission and Purpose and state and federal law;

(2) assist the School in negotiations with vendors to provide training in the School's program and technology to all teaching personnel on a regular and continuous basis. Non-instructional personnel shall receive such training as the Company determines reasonable and necessary under the circumstances, subject to direction from the Board; and

(3) assist the Board in determining compensation and fringe benefit levels for employees of the School.

(viii) Student Recruitment: The Company shall assist the School in the recruitment and enrollment of students subject to the School's general recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures set forth in the Contract and in compliance with all applicable federal, state and local law.

2. Ownership of Certain Items. The School and the Company agree that any equipment, products, services or other items purchased with discounts provided through the E-rate program (as administered by the Universal Service Administrative Company (“USAC”)), shall be owned by and in the name of the School. The School hereby grants to the Company the full authority to submit requests for any E-rate eligible services under said program on behalf of the School.

3. Term. The initial term of this Agreement shall commence on the date of full execution of this Agreement, and shall continue until the end of the fifth (5th) full school year (as defined by the Miami-Dade Public School yearly academic calendar) following such commencement, unless terminated sooner pursuant to the terms herein. Thereafter, this Agreement will automatically renew for additional, successive five (5) year terms unless one party notifies the other party at least six (6) months prior to the expiration of the then current term of its intention not to renew this Agreement.

4. Contract. The Board shall govern the School and be responsible for its operation in accordance with the Contract.

5. School Expense Advances by the Company. During the start up phase of this Agreement, the Company shall advance as a loan to the School, any properly incurred School Expenses (as defined below) under the following terms and conditions: (a) this Agreement is in full force and effect, and the School is not in default hereunder; (b) the School has not received funding from any source for the operation of the School sufficient to pay the School Expense; and (c) such School Expenses advanced by the Company as set forth above, shall be payable by the School, in whole or in part, at such time as the School receives revenue to pay the same. Upon request by the Company, such advance shall be evidenced by a Promissory Note. In no event shall any such promissory note provide for recourse against any member of the Board, management of the School or any other third party. For purposes of this Section 5, “School Expenses” shall mean: directors’ and officers’ insurance, legal fees for representation of the Board, general accounting, audit and tax preparation fees, and approved costs related to the School’s corporate formation and qualification for tax-exempt status. The Company shall not be obligated to advance any other costs or expenses of the School unless otherwise agreed in writing by the parties.

6. Responsibility. In connection with the services provided by the Company hereunder, the Company shall:

(a) provide all information and written reports reasonably requested by the Board and consistent with the Statement of Mission and Purpose, including periodic reports on student performance, copies of all reports and other materials provided to any oversight entity and evidence of compliance with the terms of the Contract; and

(b) meet with the Board with such frequency as the Board shall reasonably request.

7. Subcontracts. The Company reserves the right to subcontract any of the services it agrees to provide to the School; provided, however, that the Company shall not have the right to subcontract its responsibility to perform the day-to-day management of the School under this Agreement. Even in the event that the Company subcontracts any of its services, the Company shall remain primarily liable to the Board for all services contemplated herein.

8. Rules and Procedures. The Company shall propose and the Board shall adopt reasonable rules, regulations and procedures applicable to the School, and the Company shall be required by the School to enforce such rules, regulations and procedures at all times.

9. Authority. The Company shall have the authority and power necessary to undertake its responsibilities described in this Agreement, subject at all times to the direction of the Board.

10. Obligation of the Board. The Board shall work with the Company to develop policies, rules, regulations, procedures, curriculum and budgets which the Company shall implement and follow in providing the services provided hereunder.

11. Fees.

(a) Continuing Fee. The School shall also pay a monthly continuing fee (the "Monthly Fee") to the Company equal to the following percentage of the School's Qualified Gross Revenues:

| | |
|-------------------|---------------------------------|
| Year 1 | 13% of Qualified Gross Revenues |
| Year 2 | 12% of Qualified Gross Revenues |
| Year 3 and beyond | 11% of Qualified Gross Revenues |

"Qualified Gross Revenues" shall mean revenues and income received by the School from the following sources: Basic State Funding, DPIA Funding, Special Education Funding, DPIA Class Size Funding, DPIA Safety Funding, and income sources provided by state, federal and local law and/or obtained through the Company's efforts, which are not specifically excluded herein and/or which are not otherwise provided for below. Qualified Gross Revenue does not include student fees or PTA/PTO income, which shall be retained 100% by the School. Qualified Gross Revenue also does not include any state or federal funding that is meant to be a dollar for dollar reimbursement for expenditures made by the School or the Company, such as Lunch Program Revenues, which funding shall be paid 100% to the party incurring such expenditures for expenditures previously made. The Monthly Fee shall be calculated by the Company and invoiced to the School monthly, within fifteen (15) days of the end of each month, and shall be due and payable in full within fifteen (15) days of the School's receipt of said invoice. For Company fees and expenses incurred pursuant to this Agreement, the School may advance such fees and expenses provided that documentation for the fees and expenses are provided to the School for ratification. All distributions by the School to the Company not specifically contemplated by this Section 11 shall require the prior written approval of a designated member of the Board.

(b) Payment of Costs. All fees, costs and expenses payable hereunder shall, at the Company's option, shall be made via electronic funds transfer. The Company shall provide the School at least two (2) business days notice of its intent to make an electronic funds transfer as provided for herein. The School shall cooperate with the Company to set up and establish necessary accounts and procedures. This Section 11 shall survive any expiration or termination of this Agreement until all payments earned prior to the date of such expiration or termination shall have been paid in full.

12. Salary and Benefits. Upon request, the Company shall inform the Board of compensation and fringe benefit levels of any employee of the Company assigned to the School. For employees that the Company provides to the School, the Company assumes full

responsibility and liability for benefits, salaries, worker's compensation, unemployment compensation, and liability insurance.

13. Termination by the School. The School may terminate this Agreement in the event:

- (a) the Contract is not awarded;
- (b) the Contract is revoked, rescinded or terminates without being renewed;

(c) the Company materially breaches this Agreement and the Company does not cure said material breach before the later of (x) ninety (90) days of its receipt of written notice from the School, or (y) the end of the then current academic semester, unless the breach cannot be reasonably cured within the applicable cure period in which case the Company shall promptly undertake and continue efforts to cure said material breach within a reasonable time; or

(d) Notwithstanding the foregoing, in the event that a material breach shall be such that it creates an imminent danger to the lives of students, parents or others, said breach must be cured immediately upon written notice from the School.

14. Termination by the Company. The Company may, at its option, terminate this Agreement upon the occurrence of any of the following events:

(a) Excluding the first year of operation, if any academic year results in operating deficits, provided that any notice of termination delivered to the School after school opens for the education of students for any school year shall not be effective until the next end of that academic year;

(b) The School fails to pay any fees due to the Company within fourteen (14) days of receiving written notice that such fees are due;

(c) The School is in material default under any other condition, term or provisions of this Agreement or the Contract, which default remains uncured for a cure period ending on the later of (i) ninety (90) days from the time that the School receives written notice of said default, or (ii) the end of the then current academic semester, unless the default cannot be reasonably cured within said cure period, in which case the School shall promptly undertake or continue efforts to cure said material default within a reasonable time; or

(d) Any material change in state or federal funding for the School's students, provided that any notice of termination delivered to the School after school opens for the education of students for any school year shall not be effective until the end of that succeeding academic year.

In the event that the School or the Company elects to terminate this Agreement for any of the aforementioned reasons, except failure to pay and the School continues to pay the Company the fees due the Company hereunder, then the Company shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year. In the event that the School fails to continue to pay the fees owed to the Company hereunder, the Company may terminate the Agreement after the expiration of the 14-day period after notice of payment due is delivered to the School.

15. Duties Upon Termination.

(a) Upon termination of this Agreement for any reason whatsoever, the School shall immediately pay to the Company and/or any of the Company's affiliates any monies owing to such person or entity. Furthermore, unless the School exercises its rights under paragraph (b) below, the School shall return to the Company any of the Company's proprietary materials relating to the Educational Model, the Company's methods of instruction or operation and personal property provided by the Company hereunder. The Company shall assist the School in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records and other School property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the School, and (iii) at the School's option, delivering student records directly to the students. This Section shall survive any expiration or termination of this Agreement. If this Agreement is cancelled due to closure of the School, all assets purchased with public funds will revert to the ownership of the Sponsor School Board pursuant to section 1002.33(8)(e) of the Florida Statutes.

(b) All financial, educational and student records of the School are School property and such records are subject to the Freedom of Information Act. In addition, all School financial records shall be made available to the School's independent auditor.

16. Relationship of the Parties. The parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties.

17. No Third Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

18. Notices. Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is also sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

If to the Company, to: Accelerated Learning Solutions, Inc.
2636 Elm Hill Pike
Nashville, Tennessee 37214
Attention: Robert Essink, President
Facsimile: 615-850-3854

with a copy to: Harwell Howard Hyne Gabbert & Manner, P.C.
315 Deaderick Street, Suite 1800
Nashville, Tennessee 37238
Attention: Mark Manner
Facsimile: 615-251-1059

If to the School, to: Bishop Thomas Douglas, Chairman
2434 Westmont Dr
Royal Palm Beach, FL 33411

25. Arbitration. In the event of any dispute between the parties hereto, the parties shall settle said dispute through arbitration administered by the American Arbitration Association under the Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction to enforce the award entered by the arbitrators.

26. Change in Law. In the event that there shall be a change in federal or state law (or in the application or interpretation thereof), the adoption of new legislation or regulations applicable to this Agreement; or the initiation of an enforcement action with respect to legislation, regulations or instructions applicable to this Agreement; any of which affects the continuing viability or legality of this Agreement or the tax exempt status of School, then either party may by notice propose an amendment to conform this Agreement to existing laws and the parties shall negotiate in good faith to adopt such amendment. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between the parties hereunder. In the event it is not possible to amend this Agreement to preserve in all material respects the underlying economic and financial arrangements between the parties, this Agreement may be terminated by either party upon sixty (60) days prior written notice to the other, unless a sooner termination is required by law.

27. Amendment. This Agreement may not be modified or amended except by a writing signed by each party hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

SCHOOL:

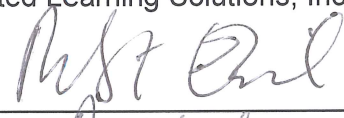
Florida High School for Accelerated Learning-Greater Miami, Inc.

By: _____


Title: Chairman

COMPANY:

Accelerated Learning Solutions, Inc.

By: _____


Title: President