

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO MANAGEMENT AGREEMENT (this “**First Amendment**”) is entered into effective as of July 11, 2024 (the “**Effective Date**”), by and between Accel Schools East LLC, a Delaware limited liability company (“**Manager**”) and Clarksburg Classical Academy, Inc. (the “**Company**”), a West Virginia non-profit corporation (collectively referred to as the “**Parties**”).

WITNESSETH:

WHEREAS, the Parties entered into a Management Agreement with Effective Date of May 23, 2024 (the “**Management Agreement**”); and

WHEREAS, the Parties desire to change the employer of the Head of School from being employed by Manager to being employed by Company.

WHEREAS, the Parties desire to modify the Management Agreement as set forth herein.

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

1. Modification of Section 6.1(b) of the Management Agreement. The last sentence of Section 6.1(b) of the Management Agreement shall be deleted and replaced with the following:

Notwithstanding the foregoing, each month the Board is the employer of direct hire personnel working for the School, Company shall pay \$3,750 for human resources administration and payroll management services for a total of \$45,000 per year.

2. Modification of Section 6.2 of the Management Agreement. The content of Section 6.2 of the Management Agreement shall be deleted in its entirety and replaced with the following:

6.2 Head of School. The HOS will be a direct hire employee of the Company commencing on July 15, 2024, and continuing through such time as the Company’s employment of the HOS is not a requirement for the Company to be eligible to receive grant funds. In the event that the HOS is not required to be an employee of the Company for the Company to be eligible to receive grant funds, Manager, in its sole discretion, may become the employer of the HOS.

3. Entire Agreement. The Management Agreement, as amended by this First Amendment, contains all the agreements of the Parties hereto with respect to any matter covered or mentioned in the Management Agreement. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose.

4. Counterparts. This First Amendment may be executed electronically and/or in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

5. Defined Terms. For all purposes of the Management Agreement and this First Amendment, except as otherwise expressly provided or unless the context otherwise requires, capitalized terms used but not defined herein shall have the meanings assigned to them in the Management Agreement.

6. Conflict. Except as hereby amended, the Management Agreement shall remain unchanged and in full force and effect. If there is any conflict between the terms and provisions of the Management Agreement and the terms and provisions of this First Amendment, this First Amendment shall control.

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


MANAGER:

SCHOOL:

ACCEL SCHOOLS EAST LLC

CLARKSBURG CLASSICAL ACADEMY, INC.

By: 
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By: 
 Christopher Walker (Jul 11, 2024 17:51 EDT)

Name: Ron Packard

Name: Gen. Christopher Walker

Title: CEO and founder

Title: Board President

Date: 7/11/2024

Date: Jul 11, 2024