

PROFESSIONAL SERVICES AGREEMENT

This Independent Consultant Agreement (the "Agreement"), dated as of May 14, 2025, is entered into by and between LEVEL FIELD CHARTER PARTNERS, LLC., ("Consultant"), and CITIZENS OF THE WORLD CHARTER SCHOOLS – KANSAS CITY, a Missouri nonprofit corporation ("Client"). Client wishes to engage Consultant through this Agreement to assist Client in carrying out its mission by providing certain services to Client.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged hereby), Consultant and Client agree as follows:

1. Engagement of Consultant. Subject to the terms and conditions set forth in this Agreement and effective as of October 01, 2024 Client hereby engages Consultant and Consultant hereby agrees to be so engaged, to provide the "Work" (as defined in Section 2 below) in support of the "Project" as described in Exhibits A and B.

2. Work.

2.1 Definition. The services and/or the products (collectively, the "Work") to be provided by Consultant are set forth in the approved Project Specifications attached hereto as Exhibits A and B and incorporated herein by this reference (the "Specifications").

2.2 Acceptance. Client shall have the right to monitor performance aspects of the Work and to notify Consultant if Client determines that performance of the Work does not meet the requirements of the Specifications. If Client so notifies Consultant, Consultant shall take prompt action to make such Work acceptable. If Consultant is unable to make such Work acceptable to Client within a reasonable period of time, Client may refuse to accept such Work and shall be relieved of its obligation to pay for it. In addition, if Client deems that the Work is not acceptable after multiple attempts by Consultant and that the Work refused is material to the successful completion of the Project, Client shall have the right to terminate this Agreement, in addition to all other rights and remedies available to Consultant under this Agreement at law or in equity.

2.3 Services Related to Municipal Securities. Consultant is not a registered municipal advisor, and cannot provide advice with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues. Consultant will only address with Client issues that may relate to or touch on, in any way, municipal financial products or the issuance of municipal securities (including but not limited to financing through a municipal bond issuance), after the following conditions are met: (a) Client has engaged an independent municipal advisor with respect to the same aspects of the municipal financial product or issuance of municipal securities to which Consultant's requested services relate; (b) Client has provided to Consultant a representation in writing that it is represented by, and will rely on the advice of, that independent registered municipal advisor; (c) Consultant has timely provided to Client a written disclosure separate from this agreement, with a copy to the independent municipal advisor engaged by Client, that Consultant is not a municipal advisor with respect to the municipal financial product or issuance of municipal securities at issue and is not subject to the fiduciary duty to municipal entities and obligated persons that the Securities Exchange Act of 1934 imposes on municipal advisors. Consultant reserves the right to refuse to address issues that may relate to or touch on, in any way, municipal financial products or the issuance of municipal securities, even if the foregoing conditions have been met.

3. Professional Fees. As sole and exclusive consideration to Consultant for providing the Work, Client shall pay Consultant the fees and reimburse the expenses (the "Professional Fees") set forth in Exhibit A, provided that Client has determined, in accordance with reasonable acceptance criteria that the Work of Consultant for which compensation is due complies with the Specifications in all material respects. Unless otherwise expressly provided for in the Specifications, the rate of and total amount of Professional Fees shall not exceed the rate and amount set forth in Exhibit A. Consultant should submit an invoice to Client as set forth in Exhibit A. Provided the Work is acceptable to Client, Client shall make payments within thirty (30) days of receiving the invoice. Consultant shall maintain full and complete records relevant to the Work provided under this Agreement, which shall be made available to Client upon request.

4. Representations and Warranties.

4.1. Performance. Consultant represents and warrants that it shall perform the Work under this Agreement in a competent, professional manner; the Work shall be performed in a manner satisfactory to Client and in accordance with the Specifications and with commercially reasonable standards; Consultant shall at its cost prepare and deliver to Client such reports as are reasonably required from time to time by Client; and failure to perform all the Work required under this Agreement constitutes a material breach of this Agreement.

4.2 Power and Authority; Binding Obligation. Consultant represents and warrants that it has the full power and authority to enter into this Agreement and perform the Work; the execution, delivery and performance of this Agreement have been authorized by all requisite corporate action; and this Agreement constitutes the legal, valid and binding obligation of Consultant.

4.3 4.4 No Infringement. Consultant represents and warrants that the provision and uses of the Work will not violate or infringe any third-party rights, including, without limitation, all intellectual property rights.

4.5 Records. Consultant represents and warrants that it shall maintain and retain all records in connection with the Work as required by and for the time required by all applicable law, regulations and rules.

5. Proprietary Rights. Consultant and Client shall jointly own all right, title and interest in and to the Work and any proprietary information, including without limitation, all discoveries, inventions, improvements, copyrights, patents and trademarks, arising from the Work or Consultant's performance under this Agreement.

6. Indemnity. Consultant shall, at all times, indemnify and hold harmless Client, its officers, directors, employees, agents, counsel and advisors (each, an "Indemnified Person") in connection with:

6.1 all claims, liabilities, obligations, damages, losses, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including but not limited to reasonable attorneys' fees (collectively, "Losses"), that may be imposed on, incurred by or asserted against any Indemnified Person in any way relating or arising out of this Agreement or any Work contemplated hereby, but only for such Losses caused by, arising from, or related to negligent or malicious acts or omissions of Consultant, its officers, directors, agents, employees, or any person or entity through which Consultant performs Work for Client

6.2 all Losses imposed or sought to be imposed upon Client to pay any withholding taxes, Social Security, unemployment or disability insurance, employee benefits or similar items, including interest and penalties thereon, in connection with claims therefor made against Client by any governmental entity, regulatory authority or third party; and

6.3 any work related, or allegedly work related, disability of any person through whom Consultant performs services or Work for Client.

7. Term. The term of this Agreement will commence on the date first written above and end upon completion of Work.

8. Termination. Client may terminate this Agreement without cause by giving Consultant thirty (30) days prior written notice. Client may terminate this Agreement immediately if Consultant or any of its personnel involved in the provision of the Work engages in criminal or fraudulent conduct or conduct that may reflect adversely on Client. Either party may immediately terminate this Agreement (i) if the other party breaches any material provision of this Agreement and fails to cure such breach within 15 days after receipt of written notice of such breach, or (ii) if the other party becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy or seeks reorganization, has a receiver appointed or institutes any proceedings for the liquidation or winding up of such party.

9. Effect of Termination. Upon the expiration or termination of this Agreement, Consultant shall have no claim against Client for any damages which may arise as a result of the expiration or termination, unless such damages arise from the breach of a provision of this Agreement by Client. The expiration or termination of this Agreement will not relieve Client from its obligations to pay Professional Fees in accordance with Section 3 for Work rendered in accordance with this Agreement prior to such expiration or termination.

10. Dispute Resolution. In the event of any dispute, claim or controversy between or among the parties arising out of or relating to this Agreement (collectively, "Dispute"), the Dispute will be resolved by and through an arbitration proceeding before a sole arbitrator to be conducted under the auspices of and pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceeding will be conducted in the state in which the Client is incorporated and will be conducted in as expedited a manner as is then permitted by such rules. The arbitrator will be mutually selected and agreed upon by the parties. If the parties are unable to so select an arbitrator, each party will name an arbitrator and those arbitrators will select the sole arbitrator. Both the foregoing agreement of the parties to arbitrate and any and all Disputes, and the results, determinations, findings, judgments and/or awards rendered through any such arbitration shall be final and binding on the parties and may be specifically enforced by legal proceedings in any court of competent jurisdiction.

11. Taxes and Employment Expenses. Client shall not withhold from the Professional Fees any taxes or other amounts that would otherwise be withheld from an employee of Client. Consultant shall be solely responsible for the payment of any taxes imposed on the performance of the Work or its receipt of the Professional Fees. Consultant shall be solely responsible for the payment of any and all taxes, including but not limited to, withholding of income taxes, payment of estimated income taxes, Social Security taxes, State Disability Insurance taxes, and employer's liability for work-related disabilities with respect to or in connection with the personnel through whom Consultant performs the Work. Upon Client's request, Consultant shall provide evidence, satisfactory to Client, of compliance with this Section, including, but not limited to, evidence of Workers' Professional Fees coverage and payment of employment-related taxes

12. General Provisions.

12.1 Governing Law and Venue. This Agreement will be construed and enforced in accordance with the internal laws of Missouri irrespective of its conflicts of law rules. The parties hereby

consent to the jurisdiction of, and venue in, the courts of Missouri to enforce any arbitration award or to hear any application for injunctive relief as provided for in this Agreement.

12.2 Attorneys' Fees. If either party commences an arbitration against the other party or brings an action in connection with such an arbitration, including an action to compel arbitration, to confirm or vacate any arbitration judgment or award, or to enforce the same, the unsuccessful party shall pay to the prevailing party all reasonable attorneys' fees and costs incurred in connection therewith by the prevailing party, in addition to any other relief to which it may be entitled.

12.3 Relationship of Parties. No joint venture, partnership, employment, agency or similar arrangement is created between the parties by this Agreement. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this Agreement. This Section shall survive the termination of this Agreement.

12.4 Entire Agreement. This Agreement (and all recitals, and all schedules and exhibits attached hereto, which are hereby incorporated by reference) constitutes the entire understanding between the parties and replaces and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, express or implied, between the parties with respect to the subject matter hereof.

12.5 Amendment. Except as otherwise provided herein, neither this Agreement nor any of its provisions may be amended, supplemented, modified or waived except by a writing duly executed by each of the parties hereto.

12.6 Waiver. No waiver of any provision or consent to any action hereunder will constitute a waiver of any of the other provision or consent to any other action, nor will such waiver or consent constitute a continuing waiver or consent or commit any party to provide a past or future waiver or consent.

12.7 Rights Cumulative. The rights, privileges and remedies provided for herein are cumulative and are not exclusive of any other rights, privileges or remedies provided by law or equity. The assertion of any right, privilege or remedy hereunder shall not prevent the concurrent or successive assertion of any other appropriate right, privilege or remedy.

12.8 Severability. If any provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by an arbitrator, court or tribunal of competent jurisdiction, then to the extent necessary to make such provision and/or this Agreement legal, valid or otherwise enforceable, such provision will be limited, construed or severed and deleted from this Agreement, and the remaining portion of such provision and the remaining other provisions hereof will survive, and remain in full force and effect.

12.9 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

12.10 Assignment. This Agreement is not assignable or delegable in whole or in part by Consultant without the prior written consent of Client, and any assignment or attempt to assign, or delegation or attempt to delegate in violation of this Section will be of no force or effect.

12.11 No Third-Party Rights. This Agreement is made solely for the benefit of the parties hereto and does not, and will not be construed to, grant any rights or remedies to any other person or entity other than as expressly provided for in this Agreement.

12.12 Intentionally Omitted.

12.13 Interpretation. In this Agreement, whenever the context so requires, the masculine, feminine or neuter gender, and the singular or plural number or tense, will include the others.

12.14 Headings. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.

12.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same document.

12.16 Notices. Any notice or other communication hereunder will be given in writing and either (i) delivered in person, (ii) delivered by overnight FedEx or similar overnight commercial delivery service, or (iii) mailed by certified mail, postage prepaid, return receipt requested. Each such notice or other communication will be effective (i) if given by mail, five (5) days after such communication is deposited in the mail and addressed as aforesaid, (ii) if given by overnight FedEx or similar overnight commercial delivery service, one (1) business day after such communication is deposited with such service and addressed as aforesaid, and (iii) if given by any other means, when actually received. Notices to parties under this Section will be given at the applicable address set forth below at the signature page hereto or at such other address as may be given from time to time under the terms of this Section.

12.17 Further Assurances. Each party shall execute and deliver all such further documents and instruments and take all such further actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"Client"

"Consultant"

CITIZENS OF THE WORLD CHARTER
SCHOOLS – KANSAS CITY

LEVEL FIELD CHARTER PARTNERS, LLC.

Dr. Danielle Miles
Executive Director

David H. Endom
Co-Founding Partner

Address for Notices:

3435 Broadway Blvd. Kansas City, MO 64111	P.O. Box 76920 Washington, DC 20013
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EXHIBIT A: PROJECT SPECIFICATIONS

LEVEL FIELD CHARTER PARTNERS, LLC will work on behalf of CITIZENS OF THE WORLD CHARTER SCHOOLS – KANSAS CITY to provide strategic facilities planning support including project feasibility, ongoing acquisition support, project team assemblage, and project financing outreach and transactional management through loan closing and project mobilization and ultimately through project delivery.

Project Terms:

Term:	From Agreement Execution through Completion of Work
Deliverables:	See Deliverables Set Out in Exhibit B
Status:	Consultant
Location:	Remote / Kansas City, MO
Resources provided by Client:	None

Budget for Professional Fees and Expense Reimbursement:

Professional Fees:	<u>Scope A: Project Feasibility & Pre-Construction Management through Project Financing Closing & Construction Mobilization</u> 1.75% of the total project hard and soft costs and acquisition price, billed as a monthly retainer in the amount of \$7,000 with the remaining balance (less the monthly retainer) to be paid out at closing on project financing. Note should there be separate closings for acquisition financing and construction financing, LFP would defer the “success fee” portion of its fees until the close of construction financing.
Reimbursable Expenses:	Client will also reimburse Consultant for reasonable out-of-pocket expenses related to the execution of scope of work, specifically travel at the Client’s request, payable upon receipt of invoice from Client.

EXHIBIT B: PROPOSAL FOR SERVICES

To: Dr. Danielle Miles, Executive Director

From: Level Field Partners

Date: October 1, 2024

Re: Citizens of the World Charter Schools – Kansas City, K-8 Campus Proposal

Introduction & Background

On behalf of high-quality charter school operators and organizations, Level Field Partners' mission is to enable cost-effective access to first-class facilities. Level Field Partners ("Level Field" or "LFP") executes on its mission by analyzing, prescribing, and executing on real estate and related financing solutions aligned solely with the interests of charter operators. In providing its best-in-class services, LFP is single-minded in acting to ensure that charter operators' financial, programmatic, and legal interests are best represented. To this end, Level Field views itself as an extension of the in-house operations teams of its charter clients, positioned on the "same side of the table" as the schools we serve.

The foundation for that approach is the more than 100 years of collective experience our team has in charter school real estate development, financial, and organizational leadership roles along with the decades of external commercial experiences in outside organizations. Mission-aligned as former charter operators, we fully appreciate the demands of starting and running schools and how that intersects with a school's ability to execute on finding great facilities. Please see Exhibit C for biographies of members of the Level Field Team that would be supporting Citizens of the World Charter Schools – Kansas City ("CWC-KC") under the proposed scope of services.

The merits of our execution and outcome-focused approach are borne out by the results we have produced for the schools with whom we have worked and the strong partnerships we have forged over the past 6 years. To date, we have worked with more than 125 different charter schools and related support organizations in 29 states on the full spectrum of real estate and financing related projects, securing more than \$700 million in total project financing across those projects. These past successes have led to partnerships with sector-leading groups including the Charter School Growth Fund, the Walton Family Foundation, and The City Fund.

In furtherance of our mission, Level Field is dedicated to ensuring that the operators with which we work consider all possible options, opportunities, and risks -- we do so with an eye on the complete spectrum of considerations and action items, including programmatic priorities; financial planning; feasibility analyses; public and private funding environment; real estate development / acquisition processes; transaction sourcing / structuring; and legal and governance considerations.

Our team's ability to leverage our deep expertise in real estate development, financing, and financial strategy and to do so from a mission-aligned and operator- focused perspective and at a high level is what differentiates Level Field Partners. We are not distant developers or financial advisors; rather, on every engagement, our goal is to maximize the project and financial outcomes for our clients as if we were on their team.

Project Objectives and Outcomes

CWC-KC currently serves ~400 K-8 students in a facility leased from IFF that is located at 3435 Broadway Boulevard and is increasing their seating capacity to serve ~560 K-8 students at full scale. LFP led CWC-KC in a site search and feasibility project that ultimately resulted in the pending acquisition of CWC-KC's current facility. After CWC-KC acquires their current Broadway campus, their facility project will include: 1)

Remediating existing conditions, including lintel repairs, a cooling tower repair, and a parking lot repair, 2) Conducting targeted renovations within the existing building, e.g., providing larger single art and music classrooms in the basement, and 3) Constructing an 8,080sf two-story addition to include 6 classrooms, administrative space, and an outdoor plaza. In addition to continuing to lead CWC-KC's site acquisition negotiations with IFF and the overall site acquisition process, Level Field's active management of the project will include project team selection and oversight and financing support. The below scope summarizes LFP's proposal to support CWC-KC in those endeavors.

Scope A: Pre-Construction Management through Project Financing Closing and Construction Mobilization

LFP will provide overall project management on behalf CWC-KC via site due diligence, project team assemblage and management, design and permitting oversight running through construction bid process, solicitation of project financing, and management of closing on debt financing, and culminating in a final Construction Contract and construction mobilization.

Lead Project Team Assemblage of Key Project Team Roles

LFP will lead the project-centered team assemblage process, screening and selecting qualified and committed firms to serve key project team functions, with special focus on Architecture / Engineering, General Contractor and local Project Management / Construction Management roles.

- Identify a pool of professionals from which to solicit qualifications / proposals, making sure to prioritize contacts with and interest from best-in-class third parties with demonstrated track-record of charter school work (e.g., architects, general contractors, entitlement specialists, etc.).
- Summarize and prepare for distribution all base programmatic and design assumptions, along with available site diligence materials.
- Draft RFP materials that memorialize CWC-KC's programmatic needs, expectations, and selection criteria, and incentivize qualified firms to provide competitive pricing and transparency regarding cost structure; set forth expectations regarding schedule input and management, along with approaches to preservation / use of project contingencies
- Via interviews with finalist groups, resolve any ambiguity relating to "true costs", actual scope of responsibilities, and CWC-KC's expectations.
- Secure meaningful cost concessions wherever possible, along with CWC-KC's right to approve of assigned personnel.

While managing the project team RFP processes, LFP will ensure that CWC-KC secures the most advantageous pricing structure and the most qualified, committed real estate professionals.

Manage Project Team from Due Diligence and Conceptual Design through Entitlements, Permitting, Bidding & Final Construction Contract

In parallel with the Team Assemblage process, LFP will work closely with CWC-KC and its consultants to manage all due diligence activities and – with the selection of an Architect and/or Design Build Team – commence design activities. LFP's scope of work will include the following:

- Work closely with CWC-KC and its consultants to define all programmatic requirements for the required school space, resulting in firm design documentation / deliverables at each phase of design (concept, schematic, design development and construction documentation)
- Source and engage project consultants, as needed, to conduct key due diligence studies that serve as inputs to the Architect and General Contractors' scopes of work; this may include environmental studies, geotechnical and structural reports, site surveys, traffic studies etc.

- Closely manage the Architect and all other consultants to ensure the timely sharing of all due diligence findings to ensure inclusion in both the final Construction Documentation and final Project Budget
- Ensure the performance of the Architect and all other consultants per their respective contracts
- Work with the Architect to maximize the delivery of space in CWC-KC's best interests, incorporate national best practices and design concepts, while ensuring scope falls within target budget outcomes
- Review all cost estimates provided by cost estimators / General Contractors / Architects, and conduct any necessary value engineering analyses, ensuring that hard costs are priced aggressively by multiple subcontractors and that the architecture and engineering teams thoroughly evaluate potential unforeseen conditions and change order costs, working to cure such challenges in advance of construction (or through the reservation of additional project budget contingencies)
- Prepare and own the Project Schedule, incorporating key inputs by the Architect and General Contractor teams; providing periodic updates to CWC-KC on the execution of the project relative to its intended delivery date, focusing on building permit and entitlement processes
- Prepare and actively maintain the Project Budget, inclusive of all hard and soft costs, financial transaction fees, contingencies, and acquisition costs, aggressively managing to CWC-KC's financial targets; providing monthly updates to CWC-KC
- Aggressively manage the Architect to an on-time submission for all governmental / regulatory approvals, permits, and authorizations; monitor compliance with the permitting schedule through receipt of final project approvals
- Work with external entitlement experts and/or land use counsel to navigate necessary entitlement processes, ensuring overall alignment with the Project Schedule
- Review all invoices by all consultants to confirm accuracy and compliance with contracts
- Oversee the Construction Manager in preparing all necessary bidding / RFP documentation to ensure bids by multiple subcontractors, clear bidding schedules, clear Minority- / Women-owned Business Enterprise (M/WBE) targets, etc.
- Evaluate and recommend to CWC-KC a General Contractor partner (and complete any required RFQ procurement process)
- Lead in the preparation and negotiation of a Guaranteed Maximum Price ("GMP") Construction Contract with the selected General Contractor

Project Financing Outreach & Transactional Management through Loan Closing

Based on CWC-KC's financial capacity, target project affordability, and preliminary project scope and pricing, LFP will work on behalf of CWC-KC to secure cost-effective project financing to fund the acquisition of 3435 Broadway Boulevard and subsequent construction activities. LFP's responsibilities will include:

- Collaborate with CWC-KC leadership to define a financial structure that will ensure favorable financing outcomes for the school
 - This includes evaluation of a "friends of" real estate entity and how project phasing may impact the phasing of financial closings
- Conduct a lender outreach process by identifying, attracting, and screening potential project lenders to fund construction by engaging in the following:
 - Finalize CWC-KC's financing capacity, including total affordable project budget, debt capacity, required equity contribution and/or fundraising commitments
 - Prepare and distribute the lender package to prospective partners providing background on CWC-KC, project budget and schedule, and project impact
 - Manage ongoing outreach to address initial lender follow-up questions, conduct site visits (as appropriate / requested / feasible), provide initial diligence item requests (e.g., property details, financial projections). LFP's objective during outreach is to promote a competitive process to secure the most cost-effective terms on CWC-KC's behalf

- Support philanthropic outreach efforts to foundations or individuals that might be inspired by the CWC-KC mission and growth plan
- Review term sheets, provide summaries and recommendations on next steps, taking into consideration long- and short-term transaction and ongoing expenses while minimizing and mitigating CWC-KC's out-of-pocket costs
- Negotiate for optimal financing structure and associated terms that provide the most flexible, cost-effective structure to CWC-KC, resulting in the final, mutually accepted term sheet(s) and binding commitment letter
- Lead financing process between commitment letter and final closing of the financing transaction(s), including the following:
 - Review and facilitate Loan Agreements and Related Documents in collaboration with CWC-KC's debt transaction counsel
 - Help secure any required Credit Enhancements and/or potential philanthropic investments
 - Negotiate all requirements not addressed in initial lender term sheet(s)
- Coordinate all Closing Checklist Items, working closely with the CWC-KC team and extended project team (e.g., title attorneys, insurance brokers)
- Track and manage any lender-driven preconditions of closing, incorporating into the project schedule and budget, such as: requirement of full building permits, amount of required contingency, any bonding or insurance requirements, etc.
- Evaluate timing and amount of any CWC-KC equity deployment as part of loan closing
- Establish clear closing process with all relevant team members, including lenders, their counsel, CWC-KC's team and representation, etc. to ensure all information is accurate and timely, while fully streamlining the loan closing process for CWC-KC's internal team

Pre- and Post-Mobilization Project Management Support

Prior to mobilizing on the renovation and construction projects and on an as-needed basis throughout the projects, LFP will support the selected local project manager and CWC-KC leadership to help ensure a successful transition to the project manager and overall project execution. In supporting those activities, LFP will focus our efforts on the following areas:

- Providing continuity to the overall project team and leading the onboarding of the selected Project Manager
- Serving as the initial liaison between the Project Manager and lender(s) to ensure all post-closing lender requirements are understood and adhered to during construction
- Supporting the leadership team and board with any ongoing questions regarding the project budget, lender requirements, financial impact topics, fundraising opportunities, etc. as need / directed by CWC-KC leadership

Proposed Fee: 1.75% of the total project hard and soft costs, inclusive of acquisition the acquisition, billed as a monthly retainer in the amount of \$7,000 with the remaining balance (less the monthly retainer beginning as of October 2024) to be paid out at closing on project financing¹.

Timeline: October 2024 – May 2025

¹ Note should there be separate closings for acquisition financing and construction financing, LFP would defer the "success fee" portion of its fees until the close of construction financing.

Level Field Partners is enthusiastic and confident about the positive impacts we will deliver on behalf of Citizens of the World Charter School – Kansas City. From first-hand experience, we realize that, while technical in nature, our work can contribute to the serving of more children, the enrichment of learning environments, the strengthening of school-level operating budgets, the hiring of key teachers and administrative staff, and the future economic and programmatic stability of CWC-KC. At the same time, we are aware that the "wrong" choices can cause lasting negative impacts that are difficult to unwind. We are committed to making sure that CWC-KC gets things right at the outset, and is then able to build upon the advantages created by sound, balanced early strategies.

We are confident that our "value add" will be apparent to CWC-KC, and that you will view us as a trusted extension of your internal team more than as a third-party vendor.

With best regards,



David H. Endom
Founding Partner



Zachary Rossley
Director



Jose Pacheco
Director

Exhibit C: Biographies of Proposed Project Team

David Endom is a co-founding Partner of Level Field Partners. Prior to Level Field, David served as a Vice President with BB&T Capital Markets focused on providing mergers and acquisitions advisory services for education and healthcare companies. David helped launch this group by building on the traction he and a fellow colleague generated while at another firm where they closed seven sell-side advisory transactions over the span of two years, with the majority of those clients being company founders seeking their first meaningful liquidity event.

Previously, David spent four years as the Director of Financial Planning for KIPP DC, during that charter school management organization's period of rapid growth – from 8 schools to 15, 3 campuses to 6, ~2,200 students to more than 4,000. While at KIPP DC, David managed the organization's operating plan of nearly \$100 million and long-term financial projections. He also secured more than \$160 million of debt financing in the forms of fixed rate bonds, NMTC financings, and conventional bank debt to support the acquisition and development of 3 educational facilities. David also led KIPP DC's efforts to secure a BBB+ rating from Standards and Poor's in conjunction with KIPP DC's \$63 million 2013 bond issuance – a then first for any charter school for an unenhanced initial rating.

Prior to joining KIPP, David was CFO for the nation's largest franchisee of Five Guys who had raised \$35 million in private equity to secure the rights to 270 locations in four states. During David's tenure the company grew from 18 locations to 33 in the span of twelve months and successfully raised \$5 million in additional equity to fund the acquisition of additional locations. His additional prior experience includes working as an associate for Harris Williams & Co., a leading middle market investment bank; in corporate finance for Capital One; and serving as a consultant with Arthur Andersen.

David is a graduate of the University of Richmond (B.A., cum laude) and of the University of Virginia Darden School of Business (MBA). He serves on the Board of Directors of KIPP DC Supporting Corporation.

Point of Contact Information: david@levelfieldpartners.com or 804.306.8937

Zachary Rossley is a Director at Level Field Partners. Prior to Level Field, Zachary served as Chief Financial and Program Officer of K9s For Warriors, Inc., a non-profit that trains and pairs service dogs with military veterans. During his two-year tenure, the organization tripled both its head count and operating budget and incorporated two new campuses.

Previously, Zachary served six years as CFO / COO at KIPP Jacksonville Public Schools in Jacksonville, FL, where he led the expansion and associated \$14M financing of a new campus. He also served two years as COO of the Achievement School District's five directly managed schools in Memphis, TN, where he managed all day-to-day business operations. Zachary began his education career at the TN Department of Education in Nashville, TN, where he served in various senior leadership roles responsible for student assessment, teacher evaluation, and data quality and integrity.

Before beginning his work in education, Zachary worked in the private sector for McMaster-Carr Supply Company where he held various finance and operations management roles. He also served five years as a logistics officer in the United States Army.

Zachary is a graduate of the United States Military Academy (BS, European History & Systems Engineering), Harvard Business School (MBA), and The University of Illinois Urbana-Champaign (MSA).

Point of Contact Information: zach@levelfieldpartners.com or 757.784.1663

Jose Pacheco is a Director at Level Field Partners, bringing over 13 years of industry experience in real estate development. He specializes in the growth of charter schools, utilizing his architecture background to oversee every stage from site acquisition to school operations.

Before joining Level Field Partners, Jose played a crucial role at KIPP New Jersey and KIPP Miami, where he drove the company's real estate growth model. He led the development and renovation of over 20 schools across multiple cities and states, managing projects valued at more than \$350 million and covering over one million square feet. At KIPP, he was responsible for the entire project lifecycle, from recruiting and managing consultants, design professionals, and general contractors, to ensuring timely and budget-conscious project completion without disrupting school operations.

Additionally, Jose's experience includes facility management and operations, overseeing day-to-day school activities, stakeholder engagement and communication, facility safety compliance, capital improvement management, FF&E, and vendor relations.

Point of Contact Information: jose@levelfieldpartners.com or 732.921.2270