

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made effective as of March 15, 2022, by and between PALMETTO LEADERSHIP INSTITUTE (the "Recipient"), of 2040B South Church Street Ext, Spartanburg, South Carolina 29306, and MICHAEL MEADOWS DBA MEADOWS GENERAL CONSTRUCTION (the "Contractor"), of 1320 OLD ANDERSON MILL ROAD, MOORE, South Carolina 29359. In this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor."

1. DESCRIPTION OF SERVICES. Beginning on March 15, 2022, the Contractor will provide the following services (collectively, the "Services"):

Material

Includes basic coverage quantities and typical overage. Excludes sales tax, delivery upcharges, and items not included in the description and notes. (Any fill materials required to get proper slab grade is included)

Labor

Includes on site setup, site preparation, job completion, trash removal and work area cleanup.

Supplies, Tools

Includes equipment allowance and supplies for preparation, job completion and site cleanup.

Furthermore, the Contractor has the right of control over how the Contractor will perform the services. The Recipient does not have this right of control over how the Contractor will perform the services.

The Contractor will also provide any equipment or materials necessary to provide said services and the Recipient is exempt from having to furnish such equipment or materials.

2. WORKMANSHIP WARRANTY - warrants that all components or deliverables specified and furnished by or through Contractor under the Project Definition/Work Order meet the completion criteria set forth in the Project Definition/Work Order and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

3. PAYMENT FOR SERVICES. The Recipient will pay compensation to the Contractor for the Services in the amount of \$6,198.00. Payments will be made as follows:

Milestone and Payment Amount

SQUARED SLABS MARKED UP WITH BATTER BOARDS AND LINES PER SPECIFICATION.

\$2,066.00

WOODEN FORMS IN PLACE READY FOR POUR
\$2,066.00

FINAL INSPECTION AND APPROVAL BASED ON SPECIFICATIONS
\$2,066.00

No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. The Contractor has the right of control over the method of payment for services.

4. TERM/TERMINATION. Termination of this agreement will occur as follows:

UPON COMPLETION AND FINAL INSPECTION APPROVAL

Furthermore, the Contractor has the ability to terminate this Agreement "at will."

A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

5. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

It is contemplated that the relationship between the Contractor and the Recipient shall be a non-exclusive one. The Contractor also performs services for other organizations and/or individuals. The Recipient has no right to further inquire into the Contractor's other activities.

6. RECIPIENT'S CONTROL. The Recipient has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement. The Recipient's only concern is the result of the Contractor's work, and not the means of accomplishing it. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services without direct supervision by the Recipient.

7. PROFESSIONAL CAPACITY. The Contractor is a professional who uses its own professional and business methods to perform services. The Contractor has not and will not receive training from the Recipient regarding how to perform the Services.

8. PERSONAL SERVICES NOT REQUIRED. The Contractor is not required to render the Services personally and may employ others to perform the Services on behalf of the Recipient

without the Recipient's knowledge or consent. If the Contractor has assistants, it is the Contractor's responsibility to hire them and to provide materials for them.

9. NO LOCATION ON PREMISES. The Contractor has no desk or other equipment either located at or furnished by the Recipient. Except to the extent that the Contractor works in a territory as defined by the Recipient, its services are not integrated into the mainstream of the Recipient's business.

10. NO SET WORK HOURS. The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours.

11. EXPENSES PAID BY CONTRACTOR. The Contractor's business and travel expenses are to be paid by the Contractor and not by the Recipient.

12. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

13. INJURIES. The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and the Contractor's employees, if any). The Contractor waives any rights to recovery from the Recipient for any injuries that the Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees. Contractor will provide the Recipient with a certificate naming the Recipient as an additional insured party.

14. INDEMNIFICATION. The Contractor agrees to indemnify and hold harmless the Recipient from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be

asserted against the Recipient that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.

15. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.


17. WAIVER OF BREACH. The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

18. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of South Carolina.

20. SIGNATORIES. This Agreement shall be signed by ERIC WHITESIDE, Agent on behalf of PALMETTO LEADERSHIP INSTITUTE and by MICHAEL MEADOWS, Owner on behalf of MICHAEL MEADOWS DBA MEADOWS GENERAL CONSTRUCTION. This Agreement is effective as of the date first above written.

RECIPIENT:
PALMETTO LEADERSHIP INSTITUTE

By:  Date: 3/15/2022
ERIC WHITESIDE
Agent

CONTRACTOR:
MICHAEL MEADOWS DBA MEADOWS GENERAL CONSTRUCTION

By:  Date: 3/15/22
MICHAEL MEADOWS
Owner

Exhibit A
Project Definition/Work Order-
Job Description installation of concrete slab based on site plan A-1 specifications.
Concrete Depth will be 4 inches reinforced
Project Completion Time 7 Working Days with exception of rain
3000 PSI | Slump 5 inches

Includes
Step 1: Preparation
Step 2: Building a Strong, Level Foundations to Install Concrete Slabs
Step 3: Build up the base and pack it
Step 4: Reinforcing the Slabs
Step 5: Preparing for the Concrete Truck/ Installation
Step 6: Pouring the Concrete
Step 7: Applying a Smooth Finish

Exhibit B
PLAN A-1 ATTACHED