Poyner Spruill LLP

February 6, 2026

Katie G. Cornetto
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SENT VIA EMAIL
Mr. Raymond McGregor
President, Qonnect, LLP
1815 Washington Avenue
Charlotte, NC 28216
raki@sydkimyl.com

Re: Charlotte-Mecklenburg Schools Board of Education Affordable Housing Project ("CMS")

Dear Mr. McGregor:

This will confirm the arrangement agreed between us where Qonnect, LLC ("**Qonnect**") will provide professional services for the law firm of Poyner Spruill LLP ("**PS**") in conjunction with our representation of CMS as specified in this letter agreement.

In connection with the engagement of PS to render legal services to CMS, we have express authority to retain Qonnect as consultants and advisors to work under our direction and to report directly to us in connection with a potential business transaction involving CMS. This work contemplates services of a character and quality that will be a necessary adjunct to our services as attorneys representing CMS.

In connection with this engagement, all communications between you or other representatives of Qonnect and any person from PS and/or CMS, as well as communications between you or other representatives of Qonnect and any attorney, agent or employee acting on behalf of CMS, shall be regarded as confidential and made solely for the purpose of assisting counsel in giving legal advice to CMS, unless otherwise governed by the NC Public Records Act. *All content and communications between the parties and their agents in this relationship and engagement, any information gained from the inspection of any records or documents found by or submitted between PS, CMS, or Qonnect, including information obtained from any records or documents in electronic or any other form or format, will not be inspected in the course of this engagement without our prior written permission. Provided that PS and CMS will communicate to preserve confidentiality and the attorney-client privilege.*

All work papers, records or other documents obtained or generated in the course of this engagement, regardless of their nature or their source and including any which are generated by you or other representatives of Qonnect, are *licensed* to PS and shall be held by Qonnect solely for our convenience and subject to our unqualified right to instruct Qonnect with respect to possession and control. *Provided that Qonnect retains ownership of its pre-existing intellectual property and general know-how. Any document prepared by Qonnect, or under its direction for the purposes of this matter, is licensed to Poyner Spruill LLP for purposes of this engagement on a non-exclusive basis solely for the purposes of this matter and do not transfer ownership.*

As part of the agreement to provide professional services in this matter, Qonnect will promptly notify PS of the happening of any of the following events: (a) the exhibition or surrender of any documents or records covered by this arrangement in a manner not expressly authorized by PS; (b) any request by anyone to examine, inspect or copy such documents or records covered by this arrangement; and (c) any attempt to serve or the actual service of, any court order, subpoena or summons upon you which requires the production of documents and records covered by this arrangement.

Qonnect will promptly return all documents, records and other materials covered by this arrangement to PS at our request.

By signing below, Qonnect acknowledges and agrees that the services to be rendered by Qonnect to Poyner Spruill LLP will be as described in the Qonnect contract attached hereto as Exhibit A and subject to the terms thereof, except as otherwise contemplated by this letter agreement.

Qonnect's bills for services rendered in connection with its engagement in this matter shall be submitted directly to me at Poyner Spruill LLP at the address on this letter.

Please confirm Qonnect's acceptance of the foregoing terms and conditions by signing as indicated below and returning a counter-signed copy to me as soon as possible.

We look forward to working with you on this matter.

Very truly yours,

/s/ Katie Cornetto

Katie G. Cornetto
Partner

Accepted and agreed:

Qonnect, LLC

By:_____
Raymond McGregor, President

STRATEGIC SERVICES AGREEMENT

This Strategic Services Agreement ("**Agreement**") is entered into as of February 6, 2026 ("**Effective Date**"), by and between:

Qonnect, LLC, a strategic advisory and market-access firm ("**Consultant**"), and **Poyner Spruill LP** ("**Client**").

Consultant and Client may be referred to individually as a "**Party**" and collectively as the "**Parties**."

1. PURPOSE OF AGREEMENT

Client desires to engage Consultant to provide strategic advisory, influence advisory, and related services to support Client's engagement with the Charlotte-Mecklenburg School District ("CMS") and its Affordable Housing Project (the "Project"). Consultant agrees to provide such services subject to the terms and conditions set forth herein.

2. TERM

2.1 Initial Term

The initial term of this Agreement shall be **for 30 days** commencing on the Effective Date ("**Term**"), unless earlier terminated in accordance with this Agreement.

2.2 Renewal

Client's ability and option to renew this contract with Consultant is contingent upon Client securing a contract with CMS for a term extending beyond this Agreement's initial term.

2.3 Survival

Sections relating to compensation, revenue participation, confidentiality, non-circumvention, and post-term obligations shall survive expiration or termination of this Agreement.



3. SCOPE OF SERVICES

Consultant shall provide strategic services pursuant to the Project for CMS including, but not limited to, the following ("**Services**"):

3.1 Market Entry and Terrain Navigation

- Advisory regarding political, organizational, and regulatory dynamics impacting outcomes

3.2 Strategic Positioning and Differentiation

- Alignment of service offerings with institutional priorities and budget realities
- Guidance on stakeholder engagement sequencing and tone

3.3 Relationship Access and Introductions

- Strategic introductions to decision-makers, influencers, and institutional gatekeepers at state, national, and enterprise levels
- Advisory on maintaining, expanding, and deepening such relationships

3.4 Proposal Architecture and Opportunity Structuring

- Advisory support on proposal strategy, scope definition, and value articulation
- Guidance on pricing structures, compliance positioning, and institutional fit

3.5 Deal Acceleration, Intervention, and Management

- Active involvement in advancing opportunities through complex institutional, political, or corporate processes
- Strategic intervention to unblock stalled, delayed, or at-risk opportunities
- Support in repairing or restructuring opportunities affected by misalignment, timing, or perception

3.6 Political, Corporate, and Institutional Influence Advisory

- Strategic advisory informed by Consultant's state-level, national, and enterprise relationships
- Guidance on navigating politically sensitive or high-visibility matters
- Insight into informal institutional dynamics beyond formal procurement processes



3.7 Narrative, Reputation, and Community Positioning

- Development of strategic narratives elevating Client's standing within targeted markets and communities
- Advisory on positioning Client as a trusted long-term institutional partner
- Support aligning Client initiatives with civic, community, or organizational objectives

3.9 Ongoing Strategic Advisory

- Continuous strategic counsel
- Oversight of deal progression and expansion
- Strategic recalibration as circumstances evolve

4. COMPENSATION

4.1 Monthly Retainer

Client shall pay Consultant a **retainer of Thirty Thousand Dollars ($30,000)**. Client's obligation to pay Consultant is based solely on Client's receipt of funds from CMS for whom the Consultant is providing services.

5. CONFIDENTIALITY

All non-public information exchanged under this Agreement shall be treated as **strictly confidential** and shall not be disclosed without prior written consent, except as required by law.

6. NO WAIVER EXCEPT BY WRITING

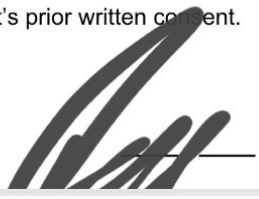
No waiver of any provision shall be effective unless made in writing and executed by both Parties. Passage of time, course of conduct, or verbal communications shall not constitute waiver.

7. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Nothing herein creates a partnership, joint venture, or employment relationship.

8. LIMITATION OF AUTHORITY

Consultant shall not bind Client to any agreement without Client's prior written consent.



9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **State of North Carolina**, without regard to conflict-of-law principles.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior proposals, discussions, or understandings.

11. EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

Qonnect, LLC

Name: Raki McGregor
Title: Owner
By: _____ Date:

Poyner Spruill LP

Name: Katie Cornetto

Title: Partner

By: /s/ Katie Cornetto Date: February 6, 2026

Raki McGregor
Qonnect, LLC
Phone: 980.833.2245