

Exhibit 23

PAID IN FULL

STRUCTURED FINANCIAL SERVICES LLC CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of April 2013, between STRUCTURED FINANCIAL SERVICES LLC, located at 900 S. Wilmington St., Raleigh, NC, (hereinafter referred to as "SFS") and Ozie Lee Hall and Kinston Charter Academy 2000 MLK Jr Blvd Kinston, NC (hereinafter referred to as the "Client").

WITNESSETH:

WHEREAS, SFS is a financial consultant which specializes in the assessment of business plans, facilitating key introductions, introducing sources of capital, and in providing specialized financial consulting services to companies; and

WHEREAS, the Client, and his affiliates, representatives, and entities in which he exercises either direct or indirect control through himself, a family member, or appointees (collectively referred to as the Client), desires to have SFS provide the herein described consulting and advisory services concerning; and

WHEREAS, the Client has determined that the "financial consulting" engagement described herein is not in contravention of any agreement; and

WHEREAS, SFS is willing to accept the Client under these specific engagement terms.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. **ENGAGEMENT:** The Client hereby engages SFS to perform financial consulting services described in Section 2 of this Agreement, but subject to the further provisions of this Agreement.
2. **CONSULTING SERVICES:** SFS's duties shall consist of the following:
 - A. Identifying potential funding sources and facilitating introductions to same on behalf of the Client for arranging a loan in the amount of approximately Two Hundred Thousand Dollars (\$200,000.00)
 - B. Serving as a liaison to all SFS sources
3. **TIME OF PERFORMANCE:** Services to be performed under this Agreement shall commence upon execution of this Agreement, and shall continue for a period of sixty (60) days.
4. **COMPENSATION TO BE PAID BY THE CLIENT:** The Client agrees to pay a fee to SFS for the services described herein in cash. Fees are payable to SFS or its designee, as follows:
 - A. Thirty Thousand Dollars (\$30,000.00) one-time non-refundable engagement fee for advisory services upon execution of Agreement. Client acknowledges that this fee is due and vested as of the date of execution of this Agreement. In the event SFS is successful in arranging a funding source that is utilized by the Client, and the funding source is willing to include in such financing to the Client an additional loan amount that includes the SFS referenced in 4A herein, then Client shall agree to accept this additional amount as part of the loan and at such loan closing hereby authorizes the payment of said fee from loan closing proceeds.
 - B. Client shall pay all reasonable travel costs and expenses incurred by SFS in carrying out its duties and obligations pursuant to the provisions of this Agreement, including but not limited to transportation, lodging and food expenses, when such travel is conducted on behalf of the Client, provided all cost and expense items in excess of five hundred dollars (\$500.00) must be approved by the Client in writing prior to SFS's incurrence of the same.
5. **LIMITATION OF SFS LIABILITY:** If SFS fails to perform its services hereunder, its entire liability to the Client shall not exceed the lesser of (a) the amount of cash compensation SFS has received from the Client under Section 4 of this Agreement or (b) the actual damage to the Client as a result of such non-performance. **IN NO EVENT WILL SFS BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES NOR FOR ANY CLAIM AGAINST THE CLIENT BY ANY PERSON OR ENTITY ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT.** SFS will not be responsible for the actions of any sources introduced to the Client, and Client agrees to fully and unconditionally indemnify SFS and its owners, officers, advisors, and directors for all services pursuant to this Agreement. Client expressly acknowledges that (i) SFS is making no representations in terms of assuring that any funding will be obtained on terms acceptable to Client; (ii) Client understands it must employ its own legal, accounting and tax counsel to review and approve any transactions; (iii) SFS is in no way providing legal, financial or tax advice upon

which the Client should act without consulting its own counsel; and (iv) SFS makes no representations that any introductions made by SFS will result in a tangible benefit to the Client. All work by SFS is on a "reasonable efforts" basis.

6. **CONFIDENTIALITY/NONDISCLOSURE/NONCIRCUMVENTION:** (A) Until such time as the same may become publicly known, SFS agrees that any information of a confidential nature will not be revealed or disclosed to any person or entity, except in the performance of this Agreement, and upon written request of the Client, all materials and original documentation provided by the Client will either be destroyed or returned at SFS's option. (B) Further, the Client and Advisor agree not to circumvent or interfere with or attempt to circumvent or interfere with the business relationships existing between SFS and any entities introduced to the Client by SFS. (C) The Client and the Advisor shall not pursue any business relationship with any financing source introduced to the Client or Advisor by SFS for a period of three (3) years subsequent to the date this Agreement terminates, without the express written permission of SFS. If the Client or Advisor should circumvent SFS and enter into a business relationship with any financing source introduced to the Client or Advisor by SFS, SFS shall be entitled to receive a cash fee equal to five percent (5%) of the gross proceeds provided by such SFS source upon closing of any such related transaction, and the violating party shall be directly responsible for the immediate payment of such fee to SFS. (D) The Client and Advisor may not disclose information concerning any financing source introduced by SFS to its professional service providers, other than legal counsel or accountants as necessary, but must first establish that all agents must abide by the same obligations and covenants pertaining to non-circumvention established herein.
7. **NOTICES:** All notices hereunder shall be in writing and addressed to the party at the address herein set forth, or at such other address as to which notice pursuant to this section may be given, and shall be given by personal delivery, by certified mail, express mail, or by national overnight courier services. Notices will be deemed given upon the earlier of actual receipt or three (3) business days after being mailed or delivered to such courier service. Any notices to be given hereunder will be effective if executed by and sent by the attorneys for the parties giving such notice, and in connection therewith, the parties and their respective counsel agreeing that in giving such notice, such counsel may communicate directly in writing with such parties to the extent necessary to give such notice.
8. **SEPARABILITY:** If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, such provision, to the extent invalid, illegal or unenforceable, shall be modified to the extent necessary to be legal, valid, and enforceable, and shall not affect any other provision.
9. **MISCELLANEOUS:**
 - A. **GOVERNING LAW:** This Agreement is made in Raleigh, NC and shall be governed by the laws of the State of North Carolina. Venue for all litigation shall be Wake County, North Carolina. SFS shall be entitled to reimbursement of legal fees and costs, including attorney fees, if Client fails to pay SFS in accordance with the terms of this Agreement and SFS initiates legal action, or if the Client initiates legal action and SFS substantially prevails. The same provisions shall apply in the event of a breach of Clause 6 by the parties herein.
 - B. **CURRENCY:** References to dollars shall be deemed to be United States Dollars.
 - C. **MULTIPLE/FAXED COUNTERPARTS:** This Agreement may be executed in multiple counterparts, and by fax transmission, each of which shall be deemed an original. It shall be necessary that each party execute each counterpart.
 - D. **LIMIT OF PROFESSIONAL CAPACITIES:** The parties acknowledge that SFS is not serving in an official audit capacity, nor acting as an attorney, broker dealer, investment advisor, Certified Public Accountant, mortgage broker or mortgage banker, tax advisor, appraiser, architect, or engineer. SFS reserves the right to assign any services to a third party that may be subject to regulatory requirements. The Client shall be responsible for all its own representations regarding the project and shall hold SFS harmless in regards to such representations. Under no circumstances shall the Client withhold any fee due SFS on the basis of claiming that the payment of such fee would be a violation of any rule, law, or regulation that would be violated. In the event that the Client should assert such a claim, then the Client shall instead immediately put the SFS fee into escrow with an escrow agent designated by SFS, with the escrow expense to be at the prepaid cost of the Client, and Client shall also immediately procure a

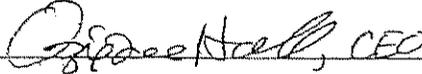
formal opinion letter from an attorney at Client expense that specifically states the infraction that needs to be cured and the necessary remedy.

- E. **TERMINATION:** Should Client terminate this Agreement, SFS shall be entitled to all compensation referenced herein and all non-circumvention provisions shall endure.
- F. **ASSIGNMENT OF PROCEEDS:** SFS shall have the right to assign any proceeds due under this Agreement.
- G. **NON-EXCLUSIVE NATURE:** The Client acknowledges that Client is not the only client being provided services by SFS, and that SFS is under no obligation to provide priority treatment to Client relative to other clients of SFS. The Client, subject to the provisions herein, shall have the right to pursue alternative funding sources on the referenced project.
- H. **REGISTRATION:** The parties acknowledge that any of the following shall evidence a registration of a SFS source: (i) a telephonic call between the Client or Advisor and a SFS source, (ii) the e-mailing of contact info to the Client or Advisor or to a SFS source about the other party, (iii) the mailing, faxing, or e-mailing of any Client information to a SFS source, (iv) any introductions of third parties who in turn introduce a funding source to the Client or Advisor, (v) any in person meetings between the Client or Advisor and a SFS source, and (vi) any other actions taken which clearly link SFS and the funding source. In the event the Client or Advisor is in current and ongoing substantive discussions with a source that SFS intends to, or does introduce, the Client or Advisor will give SFS notice within two (2) business days of learning of such source that the Client does not wish SFS to pursue said source. Failure to do so shall qualify such source as registered to SFS.
- I. **AUTHORITY:** The Client has sought or has had the opportunity to seek appropriate legal counsel and/or competent independent advisors to review this Agreement.

STRUCTURED FINANCIAL SERVICES LLC

By: 
 Its: 

OZIE LEE HALL


 OZIE LEE HALL, CEO
 KINSTON CHARTER ACADEMY

STATE OF _____
 COUNTY OF _____

I, Notary Public, certify that Ozie Lee Hall personally appeared before me this 2nd day of May 2013 ,
 acknowledging to me that he or she signed the foregoing document.

Official Signature of Notary

_____, Notary Public
 Print or Type Name

My commission expires: _____