

ADDENDUM

This **ADDENDUM TO THE SAVVAS LEARNING COMPANY LLC TERMS AND CONDITIONS** ("Addendum") between **SAVVAS LEARNING COMPANY LLC** ("Savvas"), and the **TRANSYLVANIA COUNTY BOARD OF EDUCATION** ("Board"), a body corporate and the legal entity for the Transylvania County Schools (collectively, the "Parties") is entered into on the last date of each authorized signature listed below.

The Parties mutually enter into this Addendum which is hereby incorporated into and made a part of the Savvas Learning Company LLC Terms and Conditions (hereinafter "Agreement"). To the extent that the terms and conditions contained within this Addendum conflict with any other terms or conditions contained within the Agreement, the terms and conditions contained within this Addendum shall prevail.

NOW THEREFORE, in consideration of the mutual promises made by the Parties to the Agreement, the Parties further agree as follows:

1. The Board can obtain braille and large print copies of the textbooks for use in the local school administrative unit as needed during the term of the Agreement through NIMAS.
2. Assignment: Savvas may assign the Agreement in connection with a merger, acquisition or sale of all or substantially all of Savvas' assets
3. Choice of Law and Venue: The Parties agree that the Agreement was entered into in the State of North Carolina and that the laws of North Carolina shall govern the Agreement, as to interpretation and performance. It is further agreed that the place of this Agreement, its situs and forum, will be in the county in Transylvania County, North Carolina. The Parties agree that the proper venue for any claims brought hereunder is in Transylvania County, North Carolina.
4. Integration & Amendment: The Agreement is fully integrated and represents the entire understanding between the Parties. The Agreement may be modified or amended only by written instruments signed by both Parties. Unless explicitly stated in the Agreement, nothing contained in the Agreement is intended to benefit any third party. The Agreement shall be deemed to have been drafted by both Parties and any ambiguities in the construction of the Agreement shall not be construed solely against the Board.
5. Severability: The Agreement is severable and if any provisions of the Agreement are deemed invalid or illegal by a court of competent jurisdiction, the other remaining provisions of this Agreement shall remain valid and enforceable.
6. Sovereign Immunity: Notwithstanding any other term or provision in the Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to the Board under applicable law.

7. Authority: Both Parties executing the Agreement acknowledge that they have authority to bind their respective party to the terms and conditions set forth in the Agreement.
8. By acceptance of this Agreement, Savvas affirms that it is not listed on the *Final Divestment List* and *Parent and Subsidiary List*, which was created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act.

**TRANSYLVANIA COUNTY BOARD OF
EDUCATION**

SAVVAS LEARNING COMPANY LLC

By: _____
Tawny McCoy, Chair

By: Matt Stricker
Matt Stricker (May 24, 2023 12:03 CDT)
Authorized Representative

Date: _____

Date: 05/24/2023

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act. The pre-audit certification is a condition precedent to the effectiveness of the authorized signatures herein.

Finance Officer

Date