



NOTICE OF MEETING OF THE BOARD OF DIRECTORS Notice is hereby given that a meeting of the Board of Directors of IDEA Public Schools will be held on October 27, 2020. The Board will convene in Open Session at 9:30 am (EST). The Board meeting will be held via conference call pursuant to the rules adopted by the Administration Commission under s. 120.54(5). Such meeting is a regular meeting.

IDEA Florida

Board Meeting Agenda

October 27, 2020

Trey Traviesa, Chair  
Lizzette Gonzalez-Reynolds, Secretary  
Nick Rhodes, Director

Meeting URL: <https://bluejeans.com/8507669770> or 1.888.240.2560 : Meeting ID: 850 766 9770

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Call to Order: 9:30am (EST)

Welcome: Chair Traviesa

1. **Approval of Minutes from August 7, 2020 business meeting** (Appendix 1)
2. **Updates**
  - a. Budget: Urian Anzaldua, Director of Finance
3. **Action Items**
  - a. Florida Budget Amendment (Appendix A)
  - b. Approve Conflict of Interest Policy (Appendix B)
  - c. Ratify University Mall Lease (Appendix C)
  - d. Ratify Avesta Lease (Appendix D)
  - e. Consolidation of Tampa 1 Academy and CP and Tampa 2 Academy and CP (Appendix E)
  - f. Approve DBA Names (Appendix F)
  - g. Insurance Policy (Appendix G)
  - h. Approve Submission of Notice of Intent and draft Performance-Based Agreement for Tampa Campus #4 for 2023-24 launch. (Appendix H)
4. **Public Comment**
5. **Member Comments**
6. **Adjourn**

## **Appendix I**

IDEA Public Schools- Florida  
Board of Directors Meeting  
August 7, 2020  
10:00am EST

**Summary of Motions and Approvals**

The board passed a motion to approve the minutes from the June 9, 2020 board meeting.

Motion made by: Lizzette Reynolds

Second to motion: Nick Rhodes

All in favor: Motion carries unanimously

The board passed a motion to approve the IDEA Florida 2020-21 budget

Motion made by: Lizzette Reynolds

Second to motion: Nick Rhodes

All in favor: Motion carries unanimously

The board passed a motion to approve the Resolutions related to Master Facility Lease and Repayment Schedule

Motion made by: Lizzette Reynolds

Second to motion: Nick Rhodes

All in favor: Motion carries unanimously

The board passed a motion to approve the technology lease with Insight Investment for staff laptops

Motion made by: Lizzette Reynolds

Second to motion: Nick Rhodes

All in favor: Motion carries unanimously

**Board Members present:** Trey Traviesa-Chair, Nick Rhodes, Lizzette Reynolds

**IDEA Staff and Contractors present:** Adam Miller, Jose Luis DeLeon, Chris Warren, Leanne Hernandez, Jessica Hess, Eric Haug, Daniel Woodring, Julene Robinson, Christa Thomas, Sam Goessling, JoAnn Gama, Urian Anzaldua, Stephanie Perryman, Veronica Garcia

**Audience present:** Christina Barker

Meeting is called to order by Trey Traviesa at 10:00am (EST)

**Chair and Member Comments:** Trey Traviesa opened the meeting by discussing the challenges of COVID as they related to schools, teachers, students and families. Trey also commented on the progress of IDEA Florida.

### ***Approval of Minutes***

Trey Traviesa requested a motion to approve the minutes from the June 9, 2020 Board of Directors meeting.

Motion made by: Lizzette Reynolds

Second to motion made by Nick Rhodes

All in favor: Motion carries unanimously

### ***Updates***

Tampa

- Julene Robinson
  - Provided update on regional staffing progress, including 100% of regional staffing needs met.
  - First two IDEA Campuses named IDEA Victory, a Vinik Campus, and IDEA Hope
  - Identified the three named Principals
  - Provided an overview of the Organizational structure and staff hired to fill the various roles, including, Vice President of Schools, Regional Director of Leadership Development, and Regional Director of Instructional Coaching and Assistant Principals of Instruction.
- Christa Thomas, Regional Director of Staffing
  - Christa introduced herself and discussed her background and path to IDEA and described why she is committed to the mission of IDEA Tampa
- TB Advancement Landscape: Update by Chris Warren
  - Regional Advisory Board
    - Goal is to assemble of at least 5 regional advisory board members by end of August and grow the board overtime to 9 and eventually 12 local leaders who champion and reflect collectively the various geographies and communities we'll serve in order to help IDEA:
      - develop trust and make inroads in neighborhoods
      - build partnerships to further our mission and vision
      - provide advice and guidance around key components of our work
      - Our current, ideal board configuration includes leaders across sectors such as non-profit, mental health, social and emotional learning, community development, government policy, real estate, finance, and fundraising

Jose Luiz DeLeon: Executive Director, IDEA Jacksonville



- People Update
  - The Principals in Residence have begun their training, which Jose Luis will oversee.
- Site Acquisition Update
  - Site #1 is under contract. The site is on the northside of Jacksonville.
  - Potential site #2 is a parcel in Arlington. A letter of intent has been submitted.

Adam Miller, VP of Advancement

- Schools of Hope: IDEA received our School of Hope award letter for \$89M over the next four years.
- All Notices of Intent and Performance-Based agreements submitted earlier this spring have been approved by the local school boards. This includes Tampa #3 and Jacksonville campuses 1-3.
- Update on current grants (Vinik and Gates Foundations) as well as a new grant award from the Calder Foundation.
- IDEA will collaborate with other established Hope Operators to develop a 2021 policy agenda.

### **Action Items**

#### ***Action Item B***

Chair Traviesa introduced the item and asked that Adam Miller explain the item. Adam explained that the item was the IDEA Florida 2020-21 budget. Adam introduced Bert Anzaldua to explain the budget (see presentation).

Trey asked about the revenue projections for Jacksonville and Leanne Hernandez (Sr VP of Finance) explained that the fundraising amount was simply a projected need with having secured those funds yet.

Trey Traviesa looked for a motion to approve the budget.

Motion made by: Lizzette Reynolds

Second to motion: Nick Rhodes

All in favor: Motion carries unanimously

#### ***Action Item C***

Chair Traviesa introduced the item and asked that Adam Miller explain the item. Adam explained that the item include two resolutions that authorized the Chair and Secretary to

execute actions necessary to finalize the master lease agreement and repayment schedules for Tampa Site #1 and Tampa site #2. Stephanie Perryman, VP of Treasury provided an overview of the financing terms and conditions, and reviewed the repayment schedule for the board.

Trey asked why the terms were different for the two sites. Stephanie explained that there were different lenders and the loans were initiated at different times.

Trey Traviesa looked for a motion to approve resolution #1 and resolution #2.

Motion made by: Lizzette Reynolds

Second to motion: Nick Rhodes

All in favor: Motion carries unanimously

***Action Item D***

Chair Traviesa introduced the item and asked that Adam Miller explain the item. Adam explained that the item was a lease agreement for the acquisition of staff laptops for both Tampa and Jacksonville.

Trey Traviesa looked for a motion to approve the lease agreement.

Motion made by: Lizzette Reynolds

Second to motion: Nick Rhodes

All in favor: Motion carries unanimously

**Public Comment**

None

**Member Comments**

None

***Adjourn***

Trey Traviesa looks for a motion to adjourn at 11:00am EST

Motion made by: Nick Rhodes

Second to motion: Lizzette Reynolds

All in favor: Motion carries unanimously

I certify that the foregoing are the true and correct minutes of the meeting of the Board of Directors of IDEA Florida held on August 7, 2020.

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Lizzette Gonzalez-Reynolds, Board Secretary

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## **Appendix A**

**IDEA Florida Board  
Action Item A  
October 27, 2020**

**Subject:** IDEA Florida 2020-21 Budget Amendment

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**Proposed Board Action:** For Approval

**Executive Summary:**

The proposed budget amendment aligns the annual budget with the current Schools of Hope grant award. The proposed budget amendment includes increases in revenue for the Tampa region and decreases in revenue for the Jacksonville region, both related to schools of hope and philanthropic funding adjustments. The proposed amendment also includes a small increase in expenses in Tampa and a small decrease in expenses in Jacksonville.

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**Supporting Documentation:** IDEA Florida 2020-21 budget Amendment Request

**Presenter:** Urian Anzaldua, Director of Finance, IDEA Public Schools



# **October 2020**

# **IDEA Florida Budget Amendment**

# Florida

IDEA Tampa Bay	2020-21 PRO FORMA	2020-21 PRO FORMA
	Original Budget	Oct. Amendment
STATE REVENUE	8,098,954.00	8,118,193.00
ALL OTHER REVENUE	682,823.00	780,342.00
<b>TOTAL REVENUE</b>	<b>8,781,777.00</b>	<b>8,898,535.00</b>
CAMPUS Staff Contracted Service	2,690,347.00	3,645,311.00
CAMPUS Operating	774,000.00	774,000.00
AUXILIARY CAMPUS Staff Contracted Service		
AUXILIARY CAMPUS Operating		
<i>Facilities Leases</i>	-	-
REGIONAL Staff Contracted Service	1,539,034.98	1,705,900.00
REGIONAL Operating	3,687,558.00	2,652,737.00
Child Nutrition Program Compensation	24,361.00	24,361.00
Child Nutrition Program Operating	-	957.00
<i>Management Fee</i>	95,269.00	95,269.00
<b>TOTAL EXPENSES</b>	<b>8,810,569.98</b>	<b>8,898,535.00</b>
EBIDA	-28,792.98	0.00
EBIDA Target	0.00	0.00
Amount over/(under) target	-28,792.98	0.00

IDEA Jacksonville	2020-21 PRO FORMA	2020-21 PRO FORMA
	Original Budget	Oct. Amendment
STATE REVENUE	2,665,429.00	2,595,345.00
ALL OTHER REVENUE	80,084.00	
<b>TOTAL REVENUE</b>	<b>2,665,429.00</b>	<b>2,595,345.00</b>
CAMPUS Staff Contracted Service	-	-
CAMPUS Operating	-	-
AUXILIARY CAMPUS Staff Contracted Service	-	-
AUXILIARY CAMPUS Operating	-	-
<i>Facilities Leases</i>	-	-
REGIONAL Staff Contracted Service	1,055,219.16	1,336,533.00
REGIONAL Operating	1,404,832.00	1,258,812.00
Child Nutrition Program Compensation	-	-
Child Nutrition Program Operating	-	-
<i>Management Fee</i>	-	-
<b>TOTAL EXPENSES</b>	<b>2,616,178.99</b>	<b>2,595,345.00</b>
EBIDA	49,250.01	0.00
EBIDA Target	0.00	0.00
Amount over/(under) target	49,250.01	0.00

# Florida Budget Amendment Highlights

## Tampa Bay Revenue Adjustments

- **\$19K** Increase to Match SOH Revenue Budget Allocation
- **\$98K** Increase to Philanthropic Expenses (FTE additions)

## Included Expenses

- **\$167K** 2 New FTEs, 1 Staff Accountant, 1 Human Assets Intern

## In Original & Communicated Expenses

- \$ 29K Teacher Step Increase
- \$ 96K 3% Merit Increase

## Jacksonville Revenue Adjustments

- **\$70K** Correction to align to Schools of Hope Grant Amendment
- **\$80K** Reduction to Philanthropic funding, no current funding identified

## Included Expenses

- **\$20K** Increase to Relay Program
- **\$76K** Director of Advancement and Director of Alternate Teacher Certification Program split with Tampa Bay
- **\$213K** Executive Director and Marketing budgets increased to align with Schools of Hope Amendment

## In Original & Communicated Expenses

- 17K 3% Merit Increase



## **Appendix B**

**IDEA Florida Board  
Action Item B  
October 27, 2020**

**Subject:** IDEA Florida Conflict of Interest Policy

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**Proposed Board Action:** For Approval

**Executive Summary:**

The proposed conflict of interest policy will protect the interests of IDEA Florida, Inc. when it is contemplating entering into transactions or arrangements that could potentially benefit the private interest of an Officer, Director, or Governing Board member or could result in a possible excess benefit transaction. It also serves as a guide for the Governing Board with respect to conflicts of interest and voting pursuant to Florida laws pertaining to charter school governing boards.

The proposed policy includes the following sections:

- Purpose and Guiding Principles
- Definitions
- Disclosure of Financial Interests
- Procedures Upon Determination of Financial Interest
- Documentation of Disclosure Procedures
- Other Prohibited Conflicts
- Restriction on Employment of Relatives
- Disclosure of Identify of Relatives
- Employment of Relatives
- Training and Background Screening Requirements
- Initial and Annual Written Assent
- Periodic Reviews
- Use of Outside Experts

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**Supporting Documentation:** IDEA Florida Inc., Schools of Hope Charter Schools Conflict of Interest Policy

**Presenter:** Adam Miller, VP of Advancement, IDEA

# IDEA FLORIDA, INC. SCHOOLS OF HOPE CHARTER

## SCHOOLS CONFLICT OF INTEREST POLICY

### Adopted and Effective:

#### Article 1

#### Purpose and General Principles

- 1.1 The following Conflict of Interest Policy of IDEA Florida, Inc. Schools of Hope Charter Schools (the “Organization” or “Charter Schools”) is to protect this tax-exempt Organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer, Director, Governing Board member of the Organization or might result in a possible excess benefit transaction, and to follow the requirements of applicable Florida conflict of interest laws. It is also intended to serve as a guide for the Organization’s Governing Board with respect to conflicts of interest and voting pursuant to Florida laws pertaining to charter school governing boards.
- 1.2 As a tax-exempt public charity, IDEA Florida, Inc shall expend funds and record those expenditures in a manner that advances the charitable and educational mission and objectives of IDEA Florida, Inc, and not the private interests of Directors or Officers. Directors and Officers shall conduct themselves in an honest and ethical manner, including the ethical handling of actual or apparent conflicts of interest, as set forth below.
- 1.3 ***Even if permitted by Florida law, and notwithstanding the below provisions of this policy, IDEA Florida, Inc., shall not enter into any contract or agreement (written or otherwise) with any other person or entity (not including contracts with IDEA affiliates) that is an Executive Officer or Director of IDEA Florida Inc., or IDEA Public Schools and its affiliates, who has a reportable conflict of interest in the matter or that someone who is related to any current Executive Officer or Director within the third degree by consanguinity or the third degree by affinity (See Appendix A for definitions) has a reportable conflict of interest in. The following requirements shall be followed at all times and regardless of the source of funds.***
- 1.4 The Organization shall comply with the federal regulations regarding private benefit and excess benefit transactions as described in Section 4958 of the Internal Revenue Code and 26 CFR § 53.4958 (the “federal tax rules”) when it is contemplating entering into a transaction or arrangement that may benefit the private interest of a Director or Officer or other individual deemed to be an “interested person” which means a disqualified person under the federal tax rules. A “disqualified person” includes Directors and Officers, and any person who is in a position “to exercise substantial influence over the affairs of the corporation.” A “disqualified person” includes Family of the disqualified person. Federal

law has a five-year lookback for purposes of identifying disqualified persons.

- 1.5 As a 501(c)(3) tax-exempt public charity, IDEA Florida, Inc. shall not engage in political activities. Directors and Officers shall not use their relationship with IDEA to promote or oppose political candidates or parties, or to create the appearance that IDEA endorses or opposes a political candidate or party for elected office. The IDEA name, logo, letterhead, or other intellectual property may not be used by any person to endorse or gain support for a cause without prior authorization in writing from the Board.
- 1.6 Should a Director or Officer believe a colleague is violating the obligations or expectations of this Policy, or is otherwise acting in an illegal or unethical manner, it is his or her duty to report the matter to the Chair of the Board of Directors, or the Chief Executive Officer or Superintendent, or Counsel for the Board, as appropriate.

## **Article 2**

### **Definitions**

- 2.1 Interested Person. An “Interested Person” is any person serving as a member of the Governing Board of this Organization who, as of the date of discussion or action by the Board, either: (i) has a direct or indirect Financial Interest, as defined in Section 2.2 below; (ii) intends, or understands it to be more probable than not, that he or she will acquire such a direct or indirect Financial Interest at any time during the pendency of the proposed transaction or arrangement; (iii) has an Other Interest that qualifies as a Conflict of Interest, as defined in Section 2.6 or Article 6, below.
- 2.2 Financial Interest. A “Financial Interest” is an interest, whether through business, investment, or Relative, which can be described as one or more of the following:
  - 2.2.1 An ownership or investment interest in any entity with which the Organization has a transaction or arrangement; or
  - 2.2.2 A Compensation Arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement; or
  - 2.2.3 A potential ownership or investment interest in, or Compensation Arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.
  - 2.2.4 A Financial Interest need not be held as of the date of discussion or action by the Board; rather, it is sufficient, for purposes of this Policy, if, as of the date of discussion or action by the Board, the Interested Person intends, or understands it to be more probable than not, that he or she will acquire a Financial Interest at any time during the pendency of the proposed transaction or arrangement that is the subject of discussion or action by the Board.
- 2.3 Other Interest. An “Other Interest,” for purposes of this Policy, is any circumstance in which an Interested Person may be influenced, or may appear to be influenced, either in whole or in part by any purpose or motive other than the success and well-being of the

Organization as a whole and the achievement of its tax exempt purposes. An “Other Interest” may also be an interest set forth in Article 6, below, that does not otherwise constitute a Financial Interest.

- 2.4 Relative. For purposes of this Policy, unless otherwise provided herein, and pursuant to Section 112.3143, Florida Statutes, “Relative” means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.
- 2.5 Compensation Arrangement. A “Compensation Arrangement” is any agreement or understanding pursuant to which a person may or shall receive either directly or indirectly, money or property from another person or organization, irrespective of whether such money or property is paid in consideration for the performance of services or the provision of other value.
- 2.6 Conflict of Interest. With respect to a matter for discussion or action by the Board, any circumstance under which an Interested Person, by virtue of a Financial Interest or Other Interest, may be influenced, or may appear to be influenced, either in whole or in part by any purpose or motive other than the success and well-being of the Organization and the achievement of its tax exempt purposes.
- 2.7 Other Interest. An “Other Interest,” for purposes of this Policy, is any circumstance in which an Interested Person may be influenced, or may appear to be influenced, either in whole or in part by any purpose or motive other than the success and well-being of the Organization as a whole and the achievement of its tax exempt purposes. An “Other Interest” may also be an interest set forth in Article 6, below, that does not otherwise constitute a Financial Interest.

### **Article 3**

#### **Disclosure of Financial or Other Interest and Determination of Conflict**

- 3.1 Disclosure of Financial or Other Interest. If, at any time, an Interested Person becomes aware that the Board may or shall discuss or act upon any transaction or arrangement which may have any bearing of any kind upon, or may relate in any manner to, a Financial or Other Interest of the Interested Person, such Interested Person shall disclose such Financial or Other Interest to the Board and the Board’s legal counsel as follows:

- 3.1.1 The Interested Person shall provide to the Board and the Board's legal counsel, in advance of such discussion or action by the Board, written (electronic or hard copy) disclosure of the existence, nature and extent of the Interested Person's Financial or Other Interest, or
  - 3.1.2 The Interested Person shall verbally inform the Board and the Board's legal counsel of the existence, nature and extent of the Interested Person's Financial or Other Interest during the Board meeting in advance of such discussion or action by the Board.
  - 3.1.3 Any and all written or verbal disclosures of Financial or Other Interests shall be made a formal part of the minutes of the Board. In the event that an Interested Person provides written disclosure of such Interested Person's Financial or Other Interest, no member of the Board may respond to such disclosure, either in writing or orally, except in a meeting that meets the requirements of Florida's Sunshine Law.
- 3.2 Recusal by Interested Person, if Legally Permissible. In connection with an Interested Person's disclosure of a Financial or Other Interest pursuant to Section 3.1, the Interested Person may voluntarily recuse himself or herself from discussion and action by the Board, at such time and in such form as is used by the Interested Person to disclose such Financial or Other Interest pursuant to Section 3.1, above. Such recusal would only be permissible if recusal is a permissible action pursuant to Florida law with respect to the particular Financial or Other Interest of the Interested Person.
- 3.3 Determination of Conflict of Interest. Where an Interested Person has provided advance written disclosure of a Financial or Other Interest but has not voluntarily recused himself or herself from discussion of or action upon the proposed transaction or arrangement, the Board shall, prior to commencing its discussion or taking action, and after advice of counsel, determine whether the Financial or Other Interest creates a Conflict of Interest, as defined above and as prohibited by law. The Interested Person shall not participate in any discussions or vote related to this determination except to the extent necessary to fully explain the Financial or Other Interest and the manner in which the proposed transaction or arrangement to be discussed or acted upon by the Board may or will bear upon or relate to the Financial or Other Interest.

#### **Article 4**

##### **Procedures Upon Determination of Conflict of Interest**

- 4.1 Exclusion from Discussion and Vote. In circumstances where the Board has determined that a Conflict of Interest exists, the Interested Person shall not participate in any discussion or vote regarding the transaction or arrangement at issue.
- 4.2 Removal from Board. Under some circumstances, Florida law does not allow a governing board member to be excluded from a vote in order to cure a Conflict of Interest. If such a Conflict of Interest exists, the Interested Person will be required to take action to cure the Conflict of Interest, resign from the Board, or will be removed from the Board.

- 4.3 Action by Board. With respect to any transaction or arrangement with regard to which the Board has determined that a Conflict of Interest exists, the Board shall discuss such transaction or arrangement as appropriate, but shall not formally approve such transaction or arrangement unless and until the non-interested members of the Board have decided, by majority vote, that the transaction or arrangement is in the best interests of, and for the benefit of, the Organization, and is fair and reasonable thereto in all respects. In complying with this Section 4.3, the Board shall recognize that, under certain circumstances, a decision made pursuant to this Section may necessitate an investigation of alternatives to the proposed transaction or arrangement, and/or a determination as to whether a more advantageous transaction or arrangement might be obtained with reasonable efforts under the circumstances.

## **Article 5**

### **Documentation of Disclosure and Procedures**

- 5.1 Meeting Minutes. Minutes of meetings of the Board shall include copies of all written disclosures of Financial and Other Interests and shall describe all verbal disclosures thereof. Such minutes shall further reflect the determination of the Board as to whether a Conflict of Interest exists, and the objection of the Interested Person, if any, to such determination. Where a Conflict of Interest has been determined to exist, the minutes should reflect the Board's compliance with the procedures described in Sections 4.1 and 4.2, above. With respect to any transaction or arrangement with regard to which a Conflict of Interest has been determined to exist, meeting minutes shall describe the substance of the discussions relating to the transaction or arrangement, and who was present for such discussions. In addition, minutes should identify the members who were present for any and all votes upon such transaction or arrangement, along with a record of the final vote.

## **Article 6**

### **Other Prohibited Conflicts of Interest**

- 6.1 Prohibition on Solicitation or Acceptance of Gifts. Pursuant to Section 112.313(2), Florida Statutes, no member of the Board shall solicit or accept anything of value to the Board member, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the Board member would be influenced thereby.
- 6.2 Prohibition on Doing Business with the Organization. Pursuant to Section 112.313(3), Florida Statutes, no employee of the Organization acting in his or her official capacity as a purchasing agent, or Board Member acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own Organization from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a Board Member or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own Organization.

- 6.3 Conflicting Employment or Contractual Relationship. Pursuant to Section 112.313(7), Florida Statutes, no Board member shall have or hold any employment or contractual relationship with any business entity or any agency doing business with the Organization; nor shall a Board member have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her duties as a Board member or that would impede the full and faithful discharge of his or her duties as a Board member.
- 6.4 Voting Where there is a Conflict of Interest. Pursuant to Section 112.3143, Florida Statutes, no Board member shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or which he or she knows would inure to the special private gain or loss of a Relative or business associate of the Board member.
- 6.5 Prohibition of Certain Individuals Serving as Governing Board Members. Pursuant to Section 1002.33(26)(c), Florida Statutes, an employee of the charter school overseen by this Organization, or his or her spouse, or an employee of a charter management organization, or his or her spouse, shall not be a member of the governing board of this Organization.

**Article 7**  
**Restriction on Employment of Relatives, Pursuant to Section 1002.333(24), Florida Statutes**

- 7.1 For purposes of this Article 7, “Charter school personnel” means a charter school owner, president, chairperson of the Board of directors, superintendent, Board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision making authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.
- 7.2 For purposes of this Article 7, “Relative” means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.
- 7.3 Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such



appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.

- 7.4 The approval of budgets does not constitute “jurisdiction or control” for the purposes of this subsection.

## **Article 8**

### **Disclosure of Identity of Relatives Employed by, or Assigned to Work at, Charter School**

- 8.1 On an annual basis, and in accordance with Section 1002.33(7)(a)18., Florida Statutes, the Charter School shall disclose to its sponsoring school district the identity of all relatives employed by, or assigned to work at, the charter school who are relatives of a member of the governing board of directors, superintendent, principal, assistant principal or any other person employed by, or assigned to work at, the Charter School. For purposes of this Article 8, the term “relative” has the same meaning as set forth in Article 7.2, above.

## **Article 9**

### **Employment of Relatives**

- 9.1 In the event that relatives, as defined above, are employed by, or assigned to work at, the Charter School, these procedures shall be followed to ensure compliance with Florida law and charter contract requirements.
- 9.2 Documentation shall be maintained in the employees’ files to verify that no relative advocated for the employment or advancement of such employee. In addition, such documentation shall include the non-related individual(s) responsible for direct supervision, evaluation and other employment decisions regarding the employees. Such documentation shall be presented as an information item to the Charter School governing board.

## **Article 10**

### **Training and Background Screening Requirements**

- 10.1 Governance Training:
- 10.1.1 Pursuant to Section 1002.33(9)(j), Florida Statutes, each director of the governing board shall participate in governance training approved by the Florida Department of Education no later than 90 days after final appointment to the governing board.
- 10.1.2 Required governance training consists of a minimum of four (4) hours of instruction focusing on government in the sunshine, conflicts of interest, ethics, and financial responsibility.
- 10.1.3 After the initial four (4) hour training, each director of the governing board is required, within the subsequent three (3) years as a governing board member, and

for each three (3) year period thereafter, to complete a two (2) hour refresher training on the four (4) topics above in order to retain his or her position on the board. Any director who fails to obtain the two (2) hour refresher training within any three (3) year period must take the four (4) hours of instruction again in order to regain eligibility as a director.

- 10.2 Pursuant to Section 1002.33(12)(g), Florida Statutes, each director of the governing board shall undergo fingerprinting and background screening no later than thirty (30) days following final appointment to the governing board. Fingerprinting and background screening shall be updated periodically as required by law. Until such time as required fingerprinting and background screening is completed and cleared for each director, no such director shall be permitted on campus while students are present without an escort of charter school staff.

## **Article 11**

### **Initial and Annual Written Assent**

- 11.1 Each director, principal officer and member of a committee with governing board delegated powers shall, upon initial appointment and annually, sign a statement, which affirms such person:

11.1.1 Has received a copy of the conflicts of interest policy;

11.1.2 Has read and understands the policy;

11.1.3 Has agreed to comply with the policy;

11.1.4 Understands the Organization is charitable and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes; and

11.1.5 If a charter school governing board member, is current in background checks and governing board training as required by Florida law for charter school governing board members.

11.1.6. Said form shall be updated from time to time to reflect changes in law and best practices for charter school governing boards.

## **Article 12**

### **Periodic Reviews**

12.1.1. To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

12.1.2. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and are the result of arm's length bargaining.

- 12.1.2 Whether transactions or arrangements entered into by the Organization conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in personal inurement, impermissible private benefit or in an excess benefit transaction.

**Article 13**  
**Use of Outside Experts**

When conducting the periodic reviews as provided for in Article 10, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

**Board Secretary Certificate**

I hereby certify that the foregoing Conflict of Interest and Policy for IDEA Florida, Inc., was adopted by a majority vote of a quorum of the Governing Board of Directors at a duly noticed meeting held on \_\_\_\_\_.

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Printed Name

## **Appendix A**

### **A. Degrees of Affinity and Consanguinity for Purposes of Article 1 Section 1.3**

- (1) An individual's relatives within the third degree by consanguinity are the individual's:
- (a) parent or child (relatives in the first degree);
  - (b) brother, sister, grandparent, or grandchild (relatives in the second degree); and
  - (c) great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree).
- (2) Determination of affinity. Two individuals are related to each other by affinity if they are married to each other.
- (a) A husband and wife are related to each other in the (first degree by affinity.) For other relationships by affinity, the degree of relationship is the same as the degree of the underlying relationship by consanguinity.
  - (b) spouse's brother, sister, grandparent, or grandchild (relatives in the second degree);
  - (c) spouse's great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree).

### **B. Definition of Executive Officer or Director for Purposes of Article 1 Section 1.3**

Executive Officer shall mean any VP, Senior VP, Chief, Superintendent, CEO.

Director shall be defined as any member of the board of **IDEA Public Schools** or its affiliates, including the boards of all IDEA charter holders.

## **Appendix C**

**IDEA Florida Board  
Action Item C  
October 27, 2020**

**Subject:** Ratification of Short-Term Facility Lease at University Mall

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**Proposed Board Action:** For Approval

**Executive Summary:**

The attached lease is between SOHO OWNER LLC, a Delaware limited liability company, UNIVERSITY MALL PORTWOOD OWNER LLC, a Delaware limited liability company, and UNIVERSITY MALL TIC OWNER LLC, each a Delaware limited liability company having an address at c/o RD Management LLC, 810 Seventh Avenue, 10th Floor, New York, New York 10019, as landlord (collectively, "Landlord"), and IDEA Florida, Inc., a Florida non-profit corporation authorized to transact business in Florida having an address at c/o Adam Miller, 4651 Salisbury Rd., Suite 418 Jacksonville, Florida 32256, as tenant ("Tenant").

The leased property is located at the University Mall near the intersection of E. Fowler Avenue and Bruce B Downs Boulevard in Tampa, FL, store #390 on the site plan, consisting of approximately 818 square feet. The site will provide office space for regional staff until construction and renovations are complete at the campus sites. Additionally, the site will offer a place for parents and students to request additional information about IDEA.

The one-year lease has an effective date of September 25, 2020 with a monthly lease rate of \$1,500.

The annual budget adopted by the Board at the August 2020 meeting included the cost of the lease. In order to ensure timely execution of the lease and access to the property, Board Chair Traviesa executed the lease in September.

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**Supporting Documentation:** University Mall Lease Agreement

**Presenter:** Melissa Huffman, Regional Director of Operations, IDEA Tampa

LEASE

THIS LEASE (“Lease”), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between **UNIVERSITY MALL SOHO OWNER LLC**, a Delaware limited liability company, **UNIVERSITY MALL PORTWOOD OWNER LLC**, a Delaware limited liability company, and **UNIVERSITY MALL TIC OWNER LLC**, each a Delaware limited liability company having an address at c/o RD Management LLC, 810 Seventh Avenue, 10<sup>th</sup> Floor, New York, New York 10019, as landlord (collectively, “**Landlord**”), and **IDEA Florida, Inc.**, a Florida non-profit corporation authorized to transact business in Florida having an address at c/o Adam Miller, 4651 Salisbury Rd., Suite 418 Jacksonville, Florida 32256, as tenant (“**Tenant**”).

In consideration of the agreements and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I - BASIC TERMS AND DEFINITIONS

Section 1.01. Certain Basic Terms.

All of the basic terms contained in this Article are subject to the terms and provisions contained in the provisions of this Lease which follow.

- (a) **Shopping Center** (see Section 2.01): University Mall, located near the intersection of E. Fowler Avenue and Bruce B. Downs Boulevard in Tampa, Florida (the “**Shopping Center**”).
- (b) **Premises** (see Section 2.01): the demised premises which are identified as store # 390 on the Site Plan (as defined in Section 1.02 below) and consists of a store containing an area of approximately 818 square feet (the “**Premises**”).
- (c) **Commencement Date** (the “**Commencement Date**”) (see Section 2.03): shall be the Effective Date (as defined in Section 1.02 below).
- (d) **Initial Term** (see Section 2.03): One (1) Lease Year (as defined in Section 1.02 below) commencing on the Commencement Date (the “**Initial Term**”). The “**Term**” (or “**term**”) means the Initial Term, as the same may be extended pursuant to Section 2.03(d) hereof, unless sooner terminated pursuant to the provisions hereof.
- (e) **Expiration Date** (see Section 2.03): the last day of the Initial Term or the last day of a Renewal Period, if any, if same has been duly exercised in accordance with the provisions hereof (“**Expiration Date**”).
- (f) **Renewal Period(s)** (see Section 2.03(d)): one (1) additional consecutive term of one (1) Lease Year (the “**Renewal Period**”; and the right of Tenant to extend, a “**Renewal Option**”).
- (g) Schedule of Minimum Rent during Initial Term (see Section 3.01(a)):
- | <u>Lease Years during the Initial Term</u> | <u>Annualized Amount:</u> | <u>Monthly Amount:</u> |
|--|---------------------------|------------------------|
| Lease Year 1                               | \$18,000.00               | \$1,500.00             |
- (h) **Schedule of Minimum Rent during Renewal Period** (see Section 3.01(b)).
- (i) **Permitted Use** (see Section 6.01): For use as a storefront office space for parents to complete applications for enrollment at IDEA Victory or IDEA Hope (the “**Permitted Use**”).
- (j) **Opening Deadline** (see Section 6.01): the date which is one hundred twenty (120) days after the Effective Date (the “**Opening Deadline**”).
- (k) **Broker** (see Section 26.08): RD Management LLC and Jones Lang LaSalle Partners (collectively, the “**Broker**”).
- (l) **Tenant’s Trade Name** (see Section 6.01): Idea Victory (“**Tenant’s Trade Name**”).
- (m) **Security Deposit** (see Article VIII): \$ N/A (the “**Security Deposit**”).

### **Section 1.02. Certain Additional Defined Terms.**

As used herein, the following terms shall have meanings ascribed below:

- (a) **“Building”** means the building in which the Premises are located.
- (b) **“Effective Date”** means that date on which all parties hereto have executed this Lease and each party (or their respective agent or attorney) has received a fully executed counterpart of this Lease, which date the parties shall insert above on page 1.
- (c) **“Lease Year”** means a period of twelve (12) consecutive full calendar months, except as set forth below. The first Lease Year shall begin on the Commencement Date if the Commencement Date shall occur on the first day of a calendar month; if not, then the first Lease Year shall commence upon the first day of the calendar month next following the Commencement Date, and the first Lease Year shall include the portion of the Term from the Commencement Date through the end of such partial month. Each succeeding Lease Year shall commence upon the expiration of the prior Lease Year. The final Lease Year shall end on the Expiration Date.
- (d) **“Tender Date”** means the Effective Date.
- (e) **“Site Plan”** means the site plan of the Shopping Center attached hereto as **Exhibit A** and made a part hereof.

### **Section 1.03. Tenant’s Up-Front Payment.**

Tenant shall contemporaneously with the execution of this Lease, deposit with Landlord the sum of **\$22,722.00**, which amount is comprised of the total amount due for the Initial Term of the Lease for the following charges: (1) Minimum Rent in the amount of \$18,000.00; (2) HVAC Maintenance Charge in the amount of \$2,700.00; (3) Water/Sewer charge in the amount of \$300.00 ; and (4) Sales Tax in the amount of \$1,722.00 (and which shall be applied to Tenant’s Minimum Rent, HVAC Maintenance Charge, Water/Sewer Charge and Sales Tax due hereunder).

## **ARTICLE II- GRANT AND TERM**

### **Section 2.01. Demise of Premises.**

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord hereby demises and leases to Tenant, and Tenant hereby rents from Landlord, the Premises. The floor area of the Premises shall be measured to the exterior faces of all exterior walls and internal corridors, including any fire corridors and to the center line of demising walls.

### **Section 2.02. Use of Common Areas.**

The use and occupancy by Tenant of the Premises shall include a license to use (which license is non-revocable during the Term), in common with others entitled thereto (for the purposes of ingress, egress and parking only), the common areas of the Shopping Center (**“Common Areas”**), including the common loading facilities, parking areas, service and access roads, driveways, entrances and exits, sidewalks, service roads, drainage facilities and landscaped areas and other improvements provided from time to time by Landlord for the general common use and/or benefit of the tenants and/or their customers, subject however to the terms and conditions of this Lease.

### **Section 2.03. Commencement and Ending Date of Term.**

- (a) The Term and Tenant's obligation to pay rent hereunder shall commence upon the Commencement Date (as defined in Section 1.01 above). Unless sooner terminated pursuant to the provisions hereof, the Term shall end on the Expiration Date (as defined in Section 1.01 above).
- (b) Any access by Tenant to the Premises prior to the Commencement Date shall be upon all of the terms, covenants and conditions of this Lease (including, without limitation, the payment of utilities), except for the payment of Minimum Rent (as defined in Section 3.01 below) all of which shall commence as of the Commencement Date. In no event may Tenant perform any work within the Premises prior to the Tender Date.
- (c) Landlord and Tenant agree that promptly after the Commencement Date of this Lease is ascertainable, upon request therefor by either party, a Commencement Date and Expiration Date Agreement, substantially in the form attached hereto as **Exhibit D**, shall be executed by each party in order to establish the Commencement Date and the Expiration Date of the Initial Term of this Lease.



(d) Subject to the terms and provisions of this Section 2.03 and provided that Tenant is not then in default under this Lease beyond any applicable notice and cure period on the date on which Tenant notifies Landlord of the exercise of its extension rights hereunder and on the date on which the applicable Renewal Period (as defined in Section 1.01 above) shall commence, Tenant shall have the option to extend the Term for the Renewal Period upon the same terms and conditions set forth herein except with respect to Minimum Rent and/or as otherwise expressly set forth herein.

(e) During the Renewal Period, Tenant agrees to pay to Landlord, as the Minimum Rent hereunder, at the office of Landlord, or at such other place designated in writing by Landlord, without any prior demand therefor and without any deduction or set-off whatsoever on a monthly basis on the first day of each calendar month, the greater of (1) one hundred percent (100%) of the Fair Market Value determined in accordance with the provisions of Subdivision 2.03(f) below, and (2) the product of (x) the Minimum Rent in effect as of the final Lease Year of the Initial Term multiplied by (y) one hundred and ten percent (110%).

(f) For purposes of this Lease, the term “**Fair Market Rental Value**” shall mean the fair market value of the Premises determined as if the Premises were available in the then rental market for first class shopping centers in a comparable location and assuming that Landlord has had a reasonable time to locate a tenant who rents with the knowledge of the uses to which the Premises can be adapted and that neither Landlord nor the prospective tenant is under any compulsion to rent.

For purposes of determining the Fair Market Rental Value, the following procedures shall apply:

- (i) Upon delivery of the Renewal Notice, Landlord and Tenant shall enter into negotiations to determine the Fair Market Rental Value.
- (ii) If Landlord and Tenant shall not have agreed on the Fair Market Rental Value on or before the date which is thirty (30) days after Tenant's delivery of the Renewal Notice (the “Negotiating Period”), then Landlord shall appoint, by written notice to Tenant, an independent real estate appraiser (“Landlord’s Appraiser”) and Tenant shall appoint, by written notice to Landlord, an independent real estate appraiser (“Tenant’s Appraiser”) within thirty (30) days following the Negotiating Period. If Tenant fails to appoint an appraiser within said period, Landlord’s Appraiser’s designation of the Fair Market Rental Value shall be deemed conclusive and binding upon the parties hereto. If Tenant does timely designate an appraiser and Landlord’s Appraiser and Tenant’s Appraiser shall be unable to reach a mutual determination of the Fair Market Rental Value within a thirty (30) day period following the appointment of both such appraisers, both the Landlord’s Appraiser and the Tenant’s Appraiser shall promptly jointly select a third independent real estate appraiser (“Third Appraiser”). In the event that Landlord’s Appraiser and Tenant’s Appraiser shall be unable to jointly agree on the designation of the Third Appraiser within ten (10) days after they are requested to do so by either party, then the parties agree to allow the American Arbitration Association or any successor organization to designate the Third Appraiser in accordance with the rules, regulations and/or internal procedures then in effect for the American Arbitration Association or any successor organization, in either case, located in New York, New York.

(iii) The Third Appraiser shall conduct such hearings and investigations as he or she may deem appropriate and shall, within thirty (30) days after the date of designation of the Third Appraiser, choose either Landlord’s Appraiser’s or Tenant’s Appraiser’s determination, and such choice by the Third Appraiser shall be conclusive and binding upon Landlord and Tenant as the Fair Market Rental Value. Each party shall pay its own counsel fees and expenses, if any, in connection with any arbitration under this Section, including the expenses and fees of any Appraiser selected by it in accordance with the provisions of this Section, and fifty percent (50%) of the expenses and fees in connection with the Third Appraiser (and the selection of such appraiser), which obligation shall survive the expiration or earlier termination of this Lease.

(g) All appraisers appointed pursuant to this Section shall be independent state-licensed real estate appraisers with at least ten (10) years’ experience in leasing and valuation of properties of comparable first class retail shopping centers in a similar location in Tampa, Florida. The Appraisers shall not have the power to add to, modify or change any of the provisions of this Lease.

Tenant shall give written notice (“**Renewal Notice**”) to Landlord of its election to exercise the Renewal Option at least six (6) months, but no more than nine (9) months, prior to the scheduled Expiration Date of the Initial Term, as the case may be, *time being of the essence* with regard to the giving of the Renewal Notice. If Tenant fails to timely deliver the Renewal Notice to Landlord as required above, Tenant shall

be deemed to have irrevocably waived its right to extend the Term, and this Lease shall expire upon the expiration date of the Initial Term as if the option to extend (and any other unexercised extension options, if applicable) had never existed.

#### **Section 2.04. Tenant's Initial Work.**

(a) As used herein, “**Tenant's Initial Work**” shall mean such work as may be necessary to initially prepare the Premises for Tenant to open for business therein to the public for the Permitted Use. Tenant agrees to conform Tenant's Initial Work to as-of-right Legal Requirements without the need for any variance, special permit or the like. Tenant shall prepare and deliver its proposed plans and specifications for Tenant's Initial Work and submit them to Landlord for Landlord's written approval by no later than fifteen (15) days after the Tender Date (as approved in writing by Landlord, “**Tenant's Final Plans and Specifications**”).

(b) Promptly following Landlord's approval of Tenant's Final Plans and Specifications (but in any event within ten (10) days thereof), Tenant, at its sole cost and expense, shall apply for, diligently pursue and use its best efforts to obtain Tenant's Construction Permits (as defined in Section 11.01 below), if any are required, for Tenant's Initial Work (“**Tenant's Required Approvals**”). Tenant shall deliver to Landlord, simultaneously with its delivery of same, a copy of any correspondence or application relating to Tenant's Required Approvals being sent by Tenant or its agents, and Tenant shall promptly provide to Landlord a copy of any notice Tenant or its agent(s) receives in connection with its application for Tenant's Required Approvals. In any event, Tenant shall deliver to Landlord a copy of any notice with respect to Tenant's Required Approvals by no later than three (3) days following its receipt of same.

(c) Promptly following the Tender Date and issuance of Tenant's Required Approvals (if any are required), Tenant shall commence Tenant's Initial Work and diligently and actively prosecute Tenant's Initial Work to completion in accordance with Tenant's Final Plans and Specifications and in accordance with the terms and provisions herein (including, without limitation, the provisions of Article XI below). All of Tenant's Initial Work shall be performed by Tenant at Tenant's sole cost and shall be completed in an expeditious manner.

### **ARTICLE III - RENT**

#### **Section 3.01. Minimum Rent.**

(a) (a) Simultaneously herewith, Tenant agrees to pay to Landlord, without any prior demand therefor and without any deduction or set-off whatsoever (except as may be expressly set forth in this Lease to the contrary), the Minimum Rent described in Section 1.01(g) above totaling \$18,000.00 (“**Minimum Rent**”).

(b) During the Renewal Period, Tenant agrees to pay to Landlord, without any prior demand therefor and without any deduction or set-off whatsoever (except as may be expressly set forth in this Lease to the contrary), on a monthly basis to be paid in advance on or before the first day of each calendar month throughout the Renewal Period which have been properly exercised, the Minimum Rent described in Section 2.03(e) above with respect to the Renewal Period.

#### **Section 3.02. Additional Rent.**

In addition to the Minimum Rent, Tenant shall pay, as additional rent, any charges required to be paid by Tenant pursuant to the terms of this Lease. Unless stated otherwise herein, any and all money, payments, amounts or charges owed by Tenant under this Lease, shall be due and payable upon demand thereof. All amounts payable by Tenant pursuant to this Lease other than Minimum Rent are collectively defined as “**Additional Rent**”. Minimum Rent and Additional Rent are collectively defined as “**Rent**”. Landlord's delay or failure in computing or billing for Rent adjustments set forth herein shall not constitute a waiver of or in any way impair or diminish Tenant's obligation to pay such Rent. All amounts payable under this Lease are in U.S. dollars.

#### **Section 3.03. Late Charge and Dishonored Check Fee.**

Tenant's failure to pay Rent and/or any other charges hereunder when due under this Lease may cause Landlord to incur unanticipated costs, the exact amount of which are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges that may be imposed on Landlord by any ground lease, mortgage, or deed of trust encumbering the Shopping Center. Accordingly, anything in this Lease to the contrary notwithstanding, at Landlord's option, Tenant shall pay a "late charge" of eight percent on any Rent when said sums are received by Landlord more than seven (7) days after the due date thereof, to cover the extra expense involved in handling delinquent payments. Landlord and Tenant agree that the late charge is not a sum payable for the use, forbearance or detention of money and therefore does not constitute interest. Tenant agrees to



pay Landlord promptly after billing as Additional Rent the sum of seventy-five dollars for each check remitted by it to Landlord that is dishonored. If two or more checks remitted by Tenant to Landlord are dishonored within a six month period, Landlord may require that any or all future remittances by Tenant to Landlord be in the form of certified or bank checks.

**Section 3.04. Rent More Than 30 Days Overdue.**

If Landlord has not received any Rent due to Landlord hereunder within thirty (30) days after the same was due and payable, such unpaid amounts shall bear interest from the date when same was due and payable to the date of payment, at a rate of fifteen percent (15%) per annum, compounded monthly ("Interest Rate").

**Section 3.05. Taxes on Rent.**

Tenant shall pay to Landlord, together with any payment of Rent, any sales tax, commercial rent tax or other tax imposed upon the Rent hereunder by any governmental (or quasi-governmental) authorities having jurisdiction over the Shopping Center.

**ARTICLE IV – INTENTIONALLY OMITTED**

**ARTICLE V - LANDLORD'S RIGHT TO ALTER AND RELOCATE BUILDINGS**

**Section 5.01. Changes and Additions to Buildings and Parking Facilities.**

(a) (a) Landlord hereby reserves the right at any time, and from time to time, to make changes, alterations or additions to and to build additional stories on the Building and to build adjoining the same or to consent to or permit any of the foregoing actions. Landlord also reserves the right at any time, and from time to time, to construct other buildings or improvements in the Shopping Center or any portion thereof and to make changes, alterations or additions or additional stories thereto and to build adjoining same and to construct double-decker elevated parking facilities or to consent to or permit the change or alteration of the location, size, configuration, partitions or store designation of all or any of the stores in the Shopping Center, or any portion thereof, without the consent of, or notice to, Tenant. Landlord reserves the right to add or remove any parcel(s) of real property from the Shopping Center provided that the same shall continue to be an integrated shopping center.

(b) Landlord reserves the right at any time and from time to time to relocate the various buildings, parking areas, walkways, driveways as well as all Common Areas within the Shopping Center from time to time and/or permit any of the foregoing actions without the consent of, or notice to Tenant, it being agreed that Tenant shall have a license to use the Common Areas (subject to the terms hereof), but shall have no control thereover. Landlord shall have the right to alter, eliminate, enlarge or otherwise make such changes to the Common Areas as Landlord, in its sole discretion, shall deem desirable.

**ARTICLE VI - CONDUCT OF BUSINESS BY TENANT**

**Section 6.01. Use of Premises.**

(a) (a) Subject to the provisions herein, Tenant shall use the Premises solely for the Permitted Use (as defined in Section 1.01 above). Tenant shall not use, permit, or suffer the use of the Premises for any other business or for any other purpose whatsoever. Notwithstanding anything to the contrary contained in this Lease, Tenant shall complete Tenant's Initial Work and open for business in the Premises to the public under Tenant's Trade Name on or before the Opening Deadline and thereafter shall occupy and use the Premises for the Permitted Use in compliance with all applicable Legal Requirements and the provisions hereof.

(b) Notwithstanding anything to the contrary contained in this Lease, Tenant shall not use, or permit or suffer any person to use, in any manner whatsoever the Premises for any purpose, trade, business, occupation or vocation whatever, which may be in any way disreputable, immoral or pornographic in nature. Tenant agrees that it shall not sell, distribute, display or offer for sale any item which, in Landlord's reasonable judgment, is inconsistent with the quality of operation of the Shopping Center or may tend to injure or detract from the moral character or image of the Shopping Center within such community. Without limiting the generality of the foregoing, Tenant shall not sell, distribute, display or offer for sale: (i) any roach clip, water pipe, bong, toke, coke spoon, marijuana (recreational or otherwise), cigarette papers, cigarettes, e-cigarettes or the like; (ii) any hypodermic syringes or other paraphernalia commonly utilized in the use or ingestion of illicit drugs, and/or (iii) any pornographic, lewd, suggestive, or "adult" newspaper, book, magazine, film, picture, representation or merchandise of any kind. In no event may Tenant sell or store propane gas in or about the Premises.

(c) Tenant shall conduct the operation of its business in such a manner so as not to permit unreasonable disturbances or other inconveniences, directly or indirectly, to other occupants, customers or shoppers in the Shopping Center or property adjacent thereto. Tenant shall not permit loitering in, on or about, the Premises. Unless expressly contemplated as part of the Permitted Use, Tenant shall not engage in (or permit) any cooking, frying, baking or the like within or about the Premises. In furtherance of the foregoing, unless otherwise expressly provided in Section 6.01(a) above, there shall be no preparation, consumption or service of food at the Premises, except that Tenant's employees in the Premises may consume food and non-alcoholic drinks within the Premises.

(d) Tenant shall not conduct catalogue sales in or from the Premises except of merchandise which Tenant is permitted to sell "over the counter" in or at the Premises pursuant to the provisions of this Section 6.01. Notwithstanding anything to the contrary contained herein, Tenant may not allow the Premises to be used in violation of any then-existing exclusive or restriction of any other tenant or occupant of the Shopping Center, provided that in all events the Premises may be used as office space for enrollment of students in Idea Victory schools.

(e) Tenant shall obtain and maintain, at its sole cost and expense and prior to opening for business and at all other relevant times, all permits and certificates of occupancy required for it to open and operate its business at the Premises. Copies of all permits and certificates of occupancy shall be delivered to Landlord promptly after receipt by Tenant and prior to Tenant opening for business.

(f) Tenant shall not perform any acts or carry on any practices which may damage any building or structure within the Shopping Center or be a nuisance or menace to other tenants or occupants in the Shopping Center. Tenant acknowledges that the current occupants of the Shopping Center may continue to conduct their businesses in a manner that is comparable to how such premises are currently being operated, and same shall not be deemed to be a nuisance. Notwithstanding anything in this Lease to the contrary, Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

#### **Section 6.02. Operation of Business; Going Dark.**

#### **Section 6.03. Competition.**

Neither Tenant nor any affiliate, parent, subsidiary or principal of Tenant nor any guarantor of this Lease shall, directly or indirectly, operate, manage or engage in any similar or competing business within a radius of three (3) miles from the outside boundary of the Shopping Center.

### **ARTICLE VII - OPERATION OF CONCESSIONS**

#### **Section 7.01. Consent of Landlord.**

Except as may be expressly provided otherwise in Section 16.02 below, Tenant shall not permit any business to be operated in or from the Premises by any assignee, sublessee, concessionaire or licensee without the prior written consent of Landlord.

### **ARTICLE VIII – INTENTIONALLY OMITTED**

### **ARTICLE IX - INTENTIONALLY OMITTED**

### **ARTICLE X – INTENTIONALLY OMITTED**

### **ARTICLE XI - ALTERATIONS; SIGNS; CONDITION OF PREMISES**

#### **Section 11.01. Installations and Alterations by Tenant.**

(a) (a) All fixtures installed or used by Tenant shall be new or completely reconditioned. Tenant shall not make or cause to be made any alterations, additions or improvements, install or cause to be installed any exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings, make any changes to the store front or perform Tenant's Initial Work or any other work to or on the Premises (collectively, "**Tenant's Work**") without first obtaining Landlord's prior written approval and consent, which consent may be conditioned on the Tenant's restoration of the Premises to its original condition prior to the surrender of the Premises (provided that Tenant's Initial Work shall not require Landlord's further approval and consent so long as such work conforms to Tenant's Final Plans and Specifications and the provisions hereof) and without first obtaining, at Tenant's sole cost and expense, all governmental permits and approvals required for such work (collectively "**Tenant's Construction Permits**"). Tenant shall present to Landlord detailed plans and specifications for Tenant's Work (including, without limitation, Tenant's Initial Work) at the time approval is sought and deliver a copy of all Tenant's Construction Permits (unless none are required) to Landlord prior to commencing same.



Tenant shall also provide a copy of Tenant's applications and transmittal letter(s) with respect to Tenant's Construction Permits to Landlord at least ten (10) business days prior to its transmittal thereof. Tenant agrees to incorporate Landlord's comments, if any, into such proposed plans and specifications upon delivery of same to Tenant and to promptly resubmit the revised proposed plans and specifications to Landlord for Landlord's final approval. Notwithstanding anything to the contrary contained herein, in no event may Tenant perform any work that affects the roof of the Building without Landlord's specific consent, and in all events, Tenant shall use a contractor designated by Landlord (which may be Landlord's roofer) for any such work, at Tenant's cost. All of Tenant's Work shall comply with all Legal Requirements, and any recorded agreements affecting the Shopping Center and shall be performed by Tenant at its sole cost and expenses in an expeditious manner. In no event shall Landlord's approval of any proposed Tenant's Work (including, without limitation, Tenant's Initial Work), including any proposed plans and/or specifications therefor, be deemed a representation or warranty by Landlord (including, without limitation, that same are in compliance with Legal Requirements), and any such approval by Landlord shall not constitute an expression of any opinion by Landlord or its consultants or other agents as to the design, feasibility or fitness of same. Notwithstanding the foregoing, provided same is performed in accordance with all Legal Requirements and prior notice thereof is given by Tenant to Landlord, Tenant may make non-structural interior, cosmetic renovations to the Premises which do not affect the roof or any building system without the consent of Landlord provided that the cost of same is less than twenty thousand (\$20,000) dollars in the aggregate in any twelve month period (*i.e.*, together with all other renovations which Tenant performs without Landlord's consent in accordance with this sentence).

(b) Subject to the provisions of this Lease, prior to commencing Tenant's Work (which shall be subject to the provisions of the foregoing paragraph), Tenant shall comply with Landlord's requirements, which shall include, but not be limited to the following: (i) Tenant delivering for Landlord's review and approval the insurance coverage (as further provided below) of Tenant's contractors (and, if applicable, its subcontractors); (ii) Tenant cleaning the construction site outside of the Premises on a daily basis; (iii) Tenant protecting existing site improvements from damage during the course of Tenant's Work; (iv) Tenant delivering a construction schedule and regular updates with respect thereto, and (v) Tenant monitoring and supervising the construction work in order to minimize interference with the business operations of other tenants in the Shopping Center. Tenant's Work shall not interfere with any other occupant's business operations within the Shopping Center or block access to any entrance or access road in or within the Shopping Center or perform any exterior work except with Landlord's prior express consent and in accordance with such reasonable parameters as Landlord shall establish.

(c) Tenant shall obtain or cause to be obtained (and throughout the performance of any of Tenant's Work keep in full force and effect) commercial general liability, (as well as builders risk (also known as installation floater coverage) to the extent there is any structural, electrical, HVAC or plumbing work being performed), worker's compensation, employer's liability and automobile liability insurance, covering every contractor and subcontractor to be employed, and any other insurance reasonably required by Landlord; such insurance shall name Landlord and its designees as additional insureds (on a primary and non-contributory basis with a waiver of subrogation) as to any commercial general liability policy, and as loss payees (as their interests may appear), as to any builder's risk policy; the foregoing shall be evidenced by endorsement on ISO Forms CG 20 10, CG 20 37, CG 24 04, and CP 12 18 (as applicable) or their equivalent. Such policies shall be non-cancelable without thirty (30) days prior written notice to Landlord. The policies shall have amounts of coverage and shall be issued by companies reasonably satisfactory to Landlord. No less than seven (7) business days prior to the commencement of any such work, Tenant shall deliver duplicate originals or certificates of such insurance policies (and the above-required endorsements) to Landlord together with proof of payment. Notwithstanding anything contained in this Lease to the contrary, failure of Landlord or its agents to determine that Tenant and/or any contractors performing work on behalf of Tenant have not submitted proper certificates of insurance or are otherwise not in compliance with the insurance-related or other requirements of this Lease shall not be construed as a waiver or other impairment of any of Landlord's rights under this Lease.

(d) To the fullest extent permitted by law, Tenant agrees to indemnify, defend and hold harmless Landlord and its designees (including, without limitation, the owner of the Premises, mortgagees and Landlord's managing agent) from any and all claims, expenses, demands, causes of action, actions, suits, proceedings, judgments, damages, losses, liabilities, costs and fees, including, without limitation, reasonable attorneys' fees, expenses and disbursements (collectively, "**Claims**") relating to death, personal and advertising injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of work by any Tenant Parties and/or relating to the enforcement of this indemnity. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

(e) If and to the extent permitted by applicable law, notice is hereby given that neither Landlord, nor any mortgagee of Landlord, shall be liable for any labor or materials furnished to or on behalf of Tenant and no lien or other instrument may be recorded or filed on any of Landlord's property in connection with same, it being agreed that Tenant shall deliver written notice of the foregoing to all of its suppliers,

contractors and subcontractors (of all tiers) prior to commencing any Tenant's Work and such Persons shall acknowledge receipt of such notice.

(f) Notwithstanding anything to the contrary contained herein, Tenant hereby pledges, assigns and grants to Landlord a security interest in all of Tenant's right, title and interest in and to its equipment, inventory, personality, fixtures and furniture ("**FF&E**"). Tenant hereby authorizes Landlord to file and/or record, at Tenant's expense, one or more UCC financing statements (and/or any other instruments Landlord may require) to secure and/or perfect Landlord's security interest in the FF&E. Tenant represents to Landlord that Tenant's address for service of notice is set forth in the first paragraph of this Lease and that Tenant agrees to advise Landlord in writing immediately upon any change (or contemplated change) thereof. Provided Tenant is not in default of this Lease, upon expiration or earlier termination of this Lease and surrender of the Premises in accordance with the provisions of this Lease, Landlord agrees to release its lien on the FF&E. Notwithstanding the foregoing, if and to the extent that Tenant finances its FF&E with an institutional or other bona fide third-party lender ("**Tenant's Lender**") during the Term and so long as Tenant is not in default hereunder beyond any applicable notice and cure period, then, if requested by Tenant, Landlord agrees to subordinate its lien in the FF&E to the lien of Tenant's Lender throughout the Term provided that Landlord, Tenant and Tenant's Lender shall have executed, at no cost to Landlord, an agreement to effectuate same in form and substance reasonably acceptable to Landlord.

#### **Section 11.02. Removal and Restoration by Tenant.**

All alterations, additions, installations and other improvements made by Tenant, or made by Landlord on Tenant's behalf by agreement under this Lease, shall remain the property of Tenant for the Term. Such alterations, additions, installations and other improvements shall not be removed from the Premises prior to the end of the Term without the prior written consent of Landlord except for normal repairs and/or replacements, and further provided that Tenant shall have the right to remove any of its personal property and equipment from the Premises so long as Tenant promptly repairs any damage caused thereby. Upon expiration or earlier termination of this Lease, Tenant shall surrender the Premises as provided in Section 12.03 hereof. Notwithstanding the foregoing, Tenant shall not remove or damage the Building, nor any plumbing or electrical fixtures or equipment, heating or air-conditioning equipment, floor coverings (including, but not limited to, wall-to-wall carpeting), walls, ceilings, lights, bathroom fixtures, wall coverings, storefronts, doors, all of which shall be deemed to constitute a part of the freehold and/or leasehold interest of Landlord (whether as initially installed or as replacements thereof) except for any proprietary items of Tenant (and provided that any damage caused by the removal of such items shall be immediately repaired by Tenant). Landlord shall have the right to inspect the Premises and all improvements thereof within thirty (30) days prior to the expiration or sooner termination of this Lease; and within ten (10) days after receipt of written notice from Landlord, Tenant shall remove any of the above-mentioned items and repair any damages to the Premises and/or the Shopping Center caused by such removal and restore the affected portions of the Premises to good condition and otherwise in the condition required herein, reasonable wear and tear alone excepted. In the event Tenant does not repair or replace same properly as required hereunder and to the reasonable satisfaction of Landlord, then, in addition to its other remedies, Landlord may make such repairs and replacements without liability to Tenant and Tenant shall pay Landlord's costs for making such repairs and replacements, plus twenty percent (20%) for Landlord's overhead, upon presentation of a bill therefor. Said bill shall include interest at the Interest Rate from the date the costs of such repairs and replacements were paid to the contractor(s) making such repairs and replacements.

#### **Section 11.03. Tenant Shall Discharge all Liens.**

(a) (a) All work performed, materials furnished, or obligations incurred by or at the request of Tenant or other Tenant Party shall be deemed authorized and ordered by Tenant only, and Tenant shall not permit any mechanic's liens to be filed against the Premises or Shopping Center in connection therewith (which shall include inchoate liens and any other instrument(s) recorded against the Shopping Center or any part thereof, collectively, "**Liens**"). Upon completion of any such work, Tenant shall deliver to Landlord original fully-executed final lien waivers (in proper statutory form where applicable) from all contractors, subcontractors and materialmen who performed such work. Tenant shall promptly pay all contractors and materialmen, so as to minimize the possibility of Liens attaching to the Premises or the Shopping Center, and should any Liens be made or filed, Tenant shall cause the same to be discharged of record by payment or bonding within the earliest of ("**Lien Removal Deadline**"): (x) fifteen (15) days after the date Tenant becomes aware of any such Lien, (y) fifteen (15) days after written request by Landlord, and/or (z) ten (10) business days prior to the date on which the presence of any such Lien will (1) trigger a default under any mortgage or deed of trust encumbering the Shopping Center or under any ground lease to which this Lease is subject, or (2) lead to the commencement of any action which includes the possible forfeiture of (or penalty imposed upon) the Premises, the Shopping Center or any interest of Landlord therein. Should Tenant fail to discharge any Lien by the applicable Lien Removal Deadline, Landlord may, at its option, bond or pay any such Lien without inquiring into the validity thereof, and Tenant shall, upon demand, reimburse Landlord the total expense incurred by Landlord in connection therewith



(including reasonable attorney fees), together with a fifteen percent administrative charge thereon, as additional rent hereunder.

(b) Tenant shall defend, indemnify and hold harmless Landlord and its agents and representatives from and against all Claims in any way arising from or relating to the failure by Tenant to pay for any work performed, materials furnished, or obligations incurred by or at the request of Tenant or Tenant not complying with its obligation to discharge and remove any Liens in accordance with the provision hereof. The foregoing indemnity provision shall survive the expiration or early termination of this Lease.

#### **Section 11.04. Signage.**

(a) Subject to Legal Requirements and the other applicable provisions of this Lease, Tenant shall, at its sole cost and expense, install prior to opening for business, and thereafter maintain in good condition and repair, signage identifying Tenant's business within the Premises. Tenant shall not place or suffer to be placed or maintained on any exterior wall, door or window of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises or in a location within the Premises visible by the general public from outside the Premises (all of the foregoing, collectively, **"Tenant's Signage"**) without first obtaining Landlord's written approval and consent. Tenant shall furnish to Landlord, prior to submission thereof, all signage applications and permits for Landlord's prior written approval, along with a copy of the current local governmental sign regulations to facilitate the approval process. Landlord may withhold its consent to any exterior signage that fails to conform to the specifications attached hereto and made a part hereof as **Exhibit B** or Legal Requirements (and Tenant agrees to conform its proposed signage to as-of-right Legal Requirements without the need for any variance, special permit or the like). Tenant further agrees at all times, at its sole cost and expense, to maintain all of Tenant's Signage in good condition and repair, and upon the expiration or other termination of this Lease to remove same and repair all damage resulting therefrom. Tenant shall not be entitled to utilize space on any Shopping Center pylon or monument sign, if any, unless and to the extent specified herein. Notwithstanding anything contained in this Section 11.04 to the contrary, in no event shall Landlord's approval of or consent to any of Tenant's proposed signage be deemed a representation or warranty by Landlord that same is in compliance with Legal Requirements.

#### **Section 11.05. Condition of Premises.**

Tenant shall, at its sole cost and expense, do all work and obtain all necessary permits and licenses required for it to open for business to the public in accordance with Article VI hereof. Tenant has inspected, is fully familiar with and accepts both the Premises and the Shopping Center, respectively, in their present "AS IS" condition, with all faults and defects, if any, whatsoever, and without any warranties, representations, or guarantees, whether express or implied, of any kind, nature or type whatsoever.

### **ARTICLE XII - MAINTENANCE OF PREMISES**

#### **Section 12.01. Maintenance by Tenant.**

Except as otherwise expressly set forth in Section 12.02 below, Tenant shall at all times keep the Premises (including, but not limited to, maintenance of exterior entrances, all glass, plate glass, window moldings and skylights (if any)) and all partitions, doors, fixtures, flooring, ceiling tiles, equipment and appurtenances thereof (including, but not limited to, lighting, heating, electrical and plumbing fixtures, equipment and systems, sprinkler and fire-prevention systems, and any heating and/or air conditioning system (whether located within the Premises or exterior to and/or exclusively servicing the Premises)) in good order, condition and repair (including all required replacements thereof) and reasonably periodic painting as determined by Landlord, damage by unavoidable casualty excepted. Tenant shall be responsible for its own security and janitorial services for the Premises.

In no event shall Tenant dispose (or allow the disposal by any Tenant Party) of any waste, oil or grease in the Shopping Center's stormwater or sanitary sewer systems. The plumbing and drainage facilities and the balance of the Premises shall not be used for any purpose other than that for which they are constructed; no foreign substance of any kind shall be thrown therein or otherwise dumped on or about the Shopping Center; and Tenant shall indemnify Landlord against any Claims arising from any breakage, stoppage, mandatory clean-up or damage resulting from a violation of this provision.

Unless and to the extent this Lease expressly provides otherwise, Landlord shall provide the Tenant with heating/ventilation/air conditioning ("HVAC") servicing the Premises. In connection therewith, Tenant shall pay Landlord an HVAC Maintenance Charge totaling \$225.00 per month commencing from the Effective Date and throughout the Term, in accordance with the terms and conditions of this Lease.

If Tenant refuses or neglects to repair any property as required hereunder to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord (or its designee), may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's (or its designee's) costs for making such repairs plus twenty percent (20%) for overhead, upon presentation of a bill therefor, as Additional Rent.

#### **Section 12.02. Maintenance by Landlord.**

During the Term, Landlord shall maintain the structure of the foundation, the exterior load-bearing walls, and the roof of the Premises (it being agreed that any structural components installed by or materially modified by Tenant or other Tenant Party shall be the responsibility of Tenant to maintain). In no event shall Landlord be responsible to repair or maintain any of Tenant's Work or any component or system of the Premises which have been materially altered as part of Tenant's Work. Notwithstanding the foregoing or anything contained herein to the contrary, Tenant shall be responsible for any repairs and/or replacements (each, a **"Tenant-Necessitated Repair"**) caused or necessitated by Tenant and/or its subtenants, concessionaires and licensees, and/or their respective contractors, subcontractors, consultants, customers, vendors, invitees, employees and/or agents (each, a **"Tenant Party"** and, collectively, **"Tenant Parties"**). Tenant shall immediately notify Landlord of any roof leaks or other maintenance issues that it or any other Tenant Party becomes aware of and Landlord's obligation to repair pursuant to this Section is conditioned upon such prompt notice from Tenant. If Landlord is required to make repairs by reason of any Tenant Parties' acts or omission to act, Landlord may add the cost of such repairs to Additional Rent which shall be due within ten (10) days following demand therefor plus an amount equal to twenty percent (20%) of same for Landlord's overhead.

#### **Section 12.03. Surrender of Premises.**

At the expiration or sooner termination of the tenancy hereby created, Tenant shall surrender the Premises vacant and in "broom clean" and good condition and repair (free of Hazardous Substances and mold), reasonable wear and tear, and damage by unavoidable casualty or condemnation excepted, and shall surrender all keys and provide all alarm codes for the Premises to Landlord, at Landlord's office or another location designated by Landlord, and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises.

At its own cost and expense, Tenant shall also remove all its (and any Tenant Party's) trade fixtures, safes, vaults, equipment and other personalty, including Tenant's Signage (collectively, **"Tenant's Personalty"**) before surrendering the Premises to Landlord as aforesaid and shall repair any damage to the Premises caused thereby (provided, however, that in no event may Tenant remove any meters or submeters or other building system components). If Tenant shall fail to remove all of Tenant's Personalty, to the extent not removed by Tenant, at Landlord's election, Tenant's Personalty shall be deemed conclusively abandoned by Tenant and, at the option of Landlord, notwithstanding anything to the contrary contained herein, shall become the property of Landlord free and clear of all liens, or at Landlord's option, may be removed by Landlord at Tenant's expense plus twenty percent (20%) for overhead, payable upon presentation of a bill therefor, or placed in storage at Tenant's expense, or sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to Landlord.

The terms and condition of this Section 12.03 shall survive the expiration or sooner termination of the Term.

#### **Section 12.04. Rules and Regulations.**

The rules and regulations are appended to this Lease as Exhibit C attached hereto and made a part hereof (the **"Rules and Regulations"**). Tenant agrees to comply with and observe the Rules and Regulations.

### **ARTICLE XIII - INSURANCE AND INDEMNIFICATION**

#### **Section 13.01. Liability Insurance.**

Tenant shall, at its sole cost, from and after the Tender Date and at all times throughout the Term, and for all periods during which Tenant and/or any Tenant Party is in possession of the Premises, keep in full force and effect a commercial general liability insurance policy on an occurrence basis, with respect to the Premises and the business operated by Tenant and any subtenants, licensees or concessionaires of Tenant in the Premises, which limits shall, at all times, not be less than three million dollars in respect of any one occurrence (which may be satisfied by Tenant's primary insurance and/or its umbrella policy). Such policy shall not contain any exclusions or limitations with regards to any activities and/or liabilities associated with the Permitted Use. The policy shall have a limit of no less than one hundred thousand dollars for fire legal liability (which may be satisfied by Tenant's primary insurance and/or its umbrella



policy). The policy shall name Landlord, its managing agent and any other persons and/or entities designated by Landlord as additional insureds, as evidenced by an endorsement on ISO Form CG 20 11 or its equivalent. Such insurance shall be on a primary non-contributory basis, as evidenced by an endorsement on ISO Form CG 20 01 or its equivalent. All insurance policies will be primary as to coverages provided to Landlord and the additional insureds, and not be entitled to contribution from any other insurance that may be maintained by Landlord or the additional insureds. If the commercial general liability policy covers more than one location, aggregate limits shall apply per location. The commercial general liability policy shall also contain a standard separation of insureds clause, products and completed operations coverage, personal injury coverage, independent contractors coverage, and contractual liability coverage and, unless same is not applicable, liquor liability coverage (it being agreed that, unless and to the extent expressly permitted in Article VI hereof, no alcoholic beverages or food shall be sold or served in or about the Premises).

From and after the Tender Date and throughout the Term, Tenant shall maintain worker's compensation insurance in accordance with statute, employers' liability and automobile liability insurance with minimum limits of one million dollars per accident, and any other statutorily required coverage.

Landlord shall maintain and keep in full force and effect (or cause same to be maintained) a policy of commercial general liability insurance (which coverage may be effected by a combination of primary insurance and/or umbrella coverage) with respect to the Common Areas of the Shopping Center in coverage amounts determined by Landlord.

#### **Section 13.02. Indemnification.**

Tenant shall, to the fullest extent permitted by law, indemnify and defend Landlord, its managing agent, other agents, contractors, and their respective employees, and Landlord's mortgagees (collectively, "**Landlord Indemnitees**"), and save them harmless from and against any and all Claims in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by Tenant and other Tenant Parties of the Premises or any part thereof, or occasioned wholly or in part by any negligent and/or willful act or omission of Tenant and/or other Tenant Party. The foregoing sentence shall include indemnifying the Landlord Indemnitees for any and all Claims arising or resulting from Tenant's non-compliance with obtaining and keeping in effect the applicable insurance policies required to be maintained hereunder. In case any of the Landlord Indemnitees shall, without fault on such party's part, be made a party to any litigation commenced by or against Tenant or other Tenant Party, then Tenant shall indemnify, defend and hold Landlord and the other Landlord Indemnitees harmless and Tenant shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord or other Landlord Indemnitees in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the terms of this indemnity. The provisions of this paragraph shall survive the expiration or sooner termination of this Lease.

#### **Section 13.03. Tenant's Property Insurance.**

Throughout the Term, Tenant shall, at its sole cost, maintain so-called "causes of loss - special form" (formerly referred to as "all-risk") property coverage for all of Tenant's (and any Tenant Party's) leasehold improvements, betterments, contents, equipment, trade fixtures, and all other personal property (including any property constituting Tenant's Personalty) located within or on the Premises for the full replacement cost value thereof, with no co-insurance, and business interruption coverage which shall be on an actual loss sustained basis with a limit at least equal to one year of Minimum Rent and a total period of indemnity of at least one year. Coverage shall include, without limitation, the perils of flood (if the Premises are within a flood zone, as determined by FEMA), utility interruption and back-up of sewers and drains. Tenant's property insurance coverage shall also apply to plate glass for its full replacement value; provided, however, Tenant shall replace all plate glass regardless of whether coverage applies in the event of damage or destruction (it being agreed that Tenant may self-insure for plate glass repairs). Landlord shall be named as a loss payee (as its interest may appear) under the foregoing policy and same shall be evidenced by an endorsement on ISO Form CP 12 18 or its equivalent. The foregoing property and casualty coverages may be subject to a commercially reasonable deductible, not to exceed five thousand dollars in the aggregate.

#### **Section 13.04. Property Insurance.**

From and after the Commencement Date, and for each year of the Term or portion thereof, Landlord shall maintain Property Insurance in accordance with the provisions of this Section.

"**Property Insurance**" shall mean insurance maintained by Landlord or others upon all buildings, improvements and Common Areas in the Shopping Center and/or which service same. Such insurance shall include a "causes of loss - special form" (formerly referred to as "all-risk") property insurance

policy, with or without the perils of flood, earthquake and/or hurricane coverage, and all endorsements thereto which may include, without limitation, coverage for terrorism, boiler and machinery, or any combination of policies which together accomplish the same.

The amount of Property Insurance to be maintained by Landlord shall not be less than eighty (80%) percent and not more than one hundred (100%) percent of the replacement cost valuation of all buildings and improvements in the Shopping Center, as such value may exist from time to time, except that Landlord need not insure buildings and improvements that are insured by the tenants or occupants thereof or which are owned by others.

#### **Section 13.05. Increase in Property Insurance Premium.**

Tenant agrees that it shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by Landlord's property insurance policy if same is typically prohibited by property insurance policies covering retail properties. In the event Tenant's use or occupancy of the Premises causes an increase in Landlord's property insurance on the Premises, or any part thereof, above the rate for the least hazardous type of occupancy legally permitted in the Premises, in such event, Tenant shall also pay as additional rent, any additional premiums with respect thereto.

#### **Section 13.06. Waiver of Subrogation; Other Insurance Provisions.**

(a) Subject to the provisions hereof, neither party to this Lease shall be liable for any property damage by fire or other casualty included in the coverage afforded by the "causes of loss - special form" (with or without flood and earthquake coverage) required to be maintained as provided herein, it being understood that the damaged party will look solely to its insurer for reimbursement, provided, however, that the foregoing waiver of liability shall apply only to the extent that the party incurring such loss is actually reimbursed for such loss by the net proceeds of insurance and provided further that such waiver shall not be applicable to the extent that any such damage is caused by a party other than Landlord or Tenant (such as, for example, a contractor retained by one of the parties) or by the willful acts of either of the parties hereto. In furtherance of the foregoing, Landlord's and Tenant's policies of property damage insurance shall contain a waiver of subrogation reflecting the foregoing waiver; provided, however, any waiver of rights required by this Section 13.06 shall be ineffective as to both parties if such waiver shall be unobtainable by either party.

(b) Tenant's insurance hereunder may be carried under a blanket policy covering the Premises and any other of Tenant's stores provided that such policy (i) identifies with specificity the particular address of the Premises as being covered under the blanket policy, (ii) provides a minimum guaranteed coverage amount which comports to the requirements of this Lease and (iii) expressly waives any pro rata distribution requirement contained in Tenant's blanket policy covering the Premises.

(c) All insurance policies required to be maintained by Tenant and/or its contractors and subcontractors pursuant to this Lease (collectively, "**Tenant's Insurance**") shall provide that same may not be canceled or materially changed (whether in connection with a non-renewal or otherwise) without having first delivered Landlord thirty (30) days prior written notice of such cancellation, non-renewal or material change (ten (10) days for cancellation due to non-payment of premium), and confirmation of same by the carrier shall be included in all insurance policies or certificates thereof provided to Landlord. Tenant's Insurance may be subject to a commercially reasonable deductible, not to exceed five thousand dollars. Tenant shall deliver to Landlord a copy of all policies with respect to Tenant's Insurance or insurance certificates evidencing same together with all required endorsements and proof of payment (i) no less than five (5) business days prior to (x) Tenant's (or any of its consultant's or agent's) presence on the Premises for any purpose (other than for solely measuring the space) prior to the Commencement Date or (y) the Commencement Date, whichever is earlier, (ii) no less than ten (10) business days prior to the then-scheduled expiration of any of Tenant's Insurance policies, and (iii) within five (5) days following request therefor by Landlord from time to time. Tenant's policies (or the certificates of insurance thereof) and the endorsements and proof of payment ("**Tenant's Proof of Insurance**") shall be provided to Landlord in form and substance acceptable to Landlord. For avoidance of doubt, Tenant shall not be granted rights to occupy the Premises or to commence Tenant's Initial Work unless Landlord has first received Tenant Proof of Insurance. In no event shall any time-frame or scheduled date provided for in this Lease (including the Tender Date) be tolled or delayed by reason of denial of access to the Premises to Tenant due to Tenant's failure to timely furnish Landlord with evidence of required insurance coverage. Failure to deliver Tenant's Proof of Insurance to Landlord within the time-frames set forth herein, or there is any cancellation of or material changes in any of the insurance coverages required herein, same shall constitute a material default by Tenant hereunder and, in such event Landlord may, at its option, obtain the insurance required by Tenant (and/or its contractors and/or subcontractors), on Tenant's (and/or such parties') behalf and Tenant shall, immediately upon demand therefor reimburse Landlord, as Additional Rent hereunder, for the total costs and expenses incurred by Landlord, plus a fifteen percent administrative fee, in connection with obtaining such insurance coverages. Each insurer which provides



Tenant's Insurance shall be authorized to do business in the State or Commonwealth in which the Premises are located, and shall have an A.M. Best rating of at least A- with a financial size category of VIII or better.

#### **ARTICLE XIV - UTILITIES**

##### **Section 14.01. Utility Charges.**

From and after the Tender Date, unless and to the extent same is separately submetered, all utilities shall be put in Tenant's name and Tenant shall pay all bills directly to the utility companies (it being agreed that Tenant shall reimburse Landlord upon demand for any utility expenses incurred from the Tender Date until such turnover of utilities into Tenant's name). Tenant shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity, air conditioning or any other utility used or consumed in the Premises from and after the Tender Date. Upon request, Tenant shall furnish Landlord with evidence of payment of its utility bills. In no event shall Landlord be liable for an interruption or failure in the supply of any utilities to the Premises, except as described below in this paragraph. Tenant shall pay Landlord a separate charge for Water and Sewer in the amount of \$25.00 per month in accordance with the terms and conditions hereof. Tenant is responsible for obtaining contracts with qualified monitoring companies, and Tenant shall promptly pay all charges for monitoring the sprinkler and fire-prevention systems servicing the Premises to the extent required. If, as a direct result of Landlord's willful or negligent act or that of its agents, contractors or employees (unless such act was required by Legal Requirements or to correct a problem caused by the elements or other Force Majeure Event or by a Tenant Party), utilities are not delivered to the Premises and such failure results in a material interference with the Tenant's operations in the Premises that requires the Tenant to close its operations in the Premises, and the Premises does, in fact, remain closed by reason of such interference for more than three (3) consecutive business days, the Minimum Rent and any other recurring monthly payment due hereunder (including any sales taxes thereon) (collectively, "**Rent**") shall be abated from the end of such three (3) day period until such interference shall substantially cease or Tenant is able to reopen within the Premises, whichever occurs first.

In the event Landlord requires any utility sub-meter(s) to deliver such utility to the Premises, Tenant shall pay, at its sole cost and expense, for the acquisition, installation, reading and maintenance of any such utility sub-meter(s). Tenant shall pay to Landlord, as Additional Rent, any and all charges shown to be due by such sub-meter(s) within ten (10) days of Tenant's receipt of an invoice reflecting the amount(s) due relating to the same. Tenant shall cooperate and provide Landlord (or its designee) access, at reasonable times, to read such sub-meter(s).

Notwithstanding anything to the contrary contained in this Lease, Tenant shall be responsible for any hook-up, connection, impact, tap-in and/or any similar fees in connection with water, sewer, gas and/or electric service and any other utilities required at the Premises (and Tenant agrees to reimburse Landlord upon demand to the extent Landlord or its predecessors have previously paid or otherwise earned a credit on account of same and Tenant is provided a credit as a result thereof).

#### **ARTICLE XV - ESTOPPEL CERTIFICATES; ATTORNNMENT; SUBORDINATION**

##### **Section 15.01. Estoppel Certificates.**

Within ten (10) days after request therefor by Landlord, Tenant agrees to deliver an estoppel certificate to Landlord and to any existing or proposed mortgagee, investor or purchaser and/or other designated party, certifying (if and to the extent such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant and containing such other information as Landlord, its mortgagee, or purchaser shall reasonably request in connection with this Lease and/or the Premises.

##### **Section 15.02. Attornment.**

Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage (or any transfer made in lieu thereof) made by Landlord covering the Premises ("**Foreclosure**"), attorn to the purchaser upon any such foreclosure, sale or transfer and recognize such purchaser as the Landlord under this Lease. In furtherance thereof, Tenant acknowledges and agrees that in the event the holder of any mortgage (together with its successors and assigns, "**Lender**") which forms a lien against the Premises, enforces its rights under its mortgage or as provided by law or otherwise completes a Foreclosure, Tenant shall, upon the written request of Lender, automatically become the tenant of Lender without any change in the terms or provisions of this Lease (except that Lender shall not be bound by any payment of Rent made more than one month in advance of its due date, except for any prepaid Rents and security deposits to the extent same are actually delivered to Lender), and Tenant shall execute and deliver an instrument confirming same within ten (10) days of any request by Lender.

### **Section 15.03. Subordination.**

This Lease shall be automatically subordinate to any mortgage of the Shopping Center (or portion thereof), and to any condominium regime, reciprocal easement agreement, operating and easement agreement, subdivision affecting the Shopping Center (or portion thereof), and/or to any overlease by or under which Landlord holds its interest therein, regardless of the time when any such mortgage, condominium regime, subdivision, reciprocal easement agreement, operating and easement agreement or any such overlease (or any notice thereof) is executed or recorded and to all existing and future renewals, modifications, assignments, consolidations, participations, replacements and extensions thereof. Tenant shall, within ten (10) days after request therefor by Landlord, and without charge therefor, execute and deliver, from time to time, such documents as Landlord or its mortgagee or ground lessor may deem necessary or appropriate to effect and/or acknowledge the foregoing subordination, including, without limitation, execution of a subordination, non-disturbance and attornment agreement (“**SNDA**”) between Tenant and the mortgagee or ground lessor, on the mortgagee’s (or ground lessor’s, as the case may be) standard commercial form (with such changes as may be acceptable to such mortgagee (or ground lessor, as the case may be)) in its sole but reasonable discretion, provided that such SNDA shall provide that if Tenant is not in default hereunder beyond any applicable cure period, the mortgagee will recognize this Lease and not disturb Tenant’s tenancy hereunder in the event of foreclosure.

As used herein, the terms (i) “mortgage” and “mortgagee” shall include within their meanings, respectively, the terms “deed of trust” and “trustee” thereunder, if applicable; as well as any other instrument to secure debt and the holder of any such agreement for deed or other security instrument, if applicable and (ii) “mortgagee” and “ground lessor” shall also include such respective entity’s successors and/or assigns.

### **Section 15.04. Future Subdivision of Shopping Center.**

Tenant acknowledges and agrees that Landlord may at any time subdivide and/or subject the Shopping Center, or any portions thereof, to one or more condominium regimes or ground leases (each of the foregoing, if and to the extent applicable to the Shopping Center, a “**Subdivision**”) (it being agreed that the Premises may become its own subdivision (or unit) or ground leased premises, or may be grouped with other portions of the Shopping Center), and in connection therewith, this Lease, shall be automatically subordinate to any reciprocal easement agreement, condominium regime(s) or ground lease(s), as applicable, (and/or any notice or memorandum thereof and/or declaration of condominium and/or equivalent instrument(s) and related documents) regardless of the time when any such subdivision, reciprocal easement agreement, condominium regime(s) or ground lease(s), as applicable (and/or any notice or memorandum thereof and/or declaration of condominium and/or equivalent instrument(s) and related documents) is executed, filed and/or recorded, and to all modifications, assignments, consolidations, replacements and extensions thereof (each of the foregoing, if and to the extent applicable to the Shopping Center, collectively, “**Subdivision Documents**”), provided that Tenant’s rights and obligations hereunder with respect to any Subdivision being effected following the date hereof, Tenant shall not be adversely affected in any material manner as a result thereof. Tenant shall (notwithstanding such automatic subordination), within ten (10) days of request therefor by Landlord, cooperate and execute such further instruments as Landlord may reasonably request confirming the foregoing. In the event the Shopping Center or any portion thereof hereafter becomes subject to any Subdivision, Tenant’s pro rata share of Real Estate Taxes, Common Charges, Property Insurance and any other similar charges pursuant to the terms hereof shall be charged to Tenant in a manner consistent with such new regime (but otherwise consistent with the intent of this Lease and without duplication of any charges to Tenant under this Lease) and Tenant shall, within ten (10) days of request therefor by Landlord, execute and deliver a supplemental agreement confirming same.

## **ARTICLE XVI - ASSIGNMENT AND SUBLETTING**

### **Section 16.01. Consent Required.**

Except as otherwise set forth herein, Tenant shall not, whether voluntarily, involuntarily or by operation of law, without in each instance obtaining the prior written consent of Landlord: (a) assign or otherwise transfer this Lease or the term or estate hereby granted, (b) sublet all or part of the Premises or allow the same to be used or occupied by anyone other than Tenant, or (c) mortgage, pledge or encumber this Lease or all or part of the Premises in any manner by reason of any act or omission on the part of Tenant (herein collectively or individually referred to as a “**Transfer**”).

The foregoing prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law and against any sub-subletting by a permitted subtenant. If this Lease be assigned, or if the Premises or any part thereof be underlet or occupied by any entity other than Tenant, Landlord may collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the Rent herein reserved, but no such assignment, underletting, occupancy or



collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained.

For purposes of this Article XVI, the term “Transfer” shall also include, (i) the transfer, directly or indirectly, of thirty (30%) percent or more of the total equity interest in any entity (corporation, limited liability company, partnership or otherwise) which is a tenant or subtenant, however accomplished, whether in a single transaction or in a series of related or unrelated transactions, shall be deemed an assignment of this Lease, or of such sublease, as the case may be, and/or (ii) a so called “takeover” agreement (*i.e.*, an agreement where another entity agrees to become responsible for all or a portion of Tenant’s obligations under this Lease without actually entering into an assignment or sublease) shall be deemed a Transfer of this Lease. Any person or legal representative of Tenant, to whom Tenant’s interest under this Lease passes by operation of law, or otherwise, shall be bound by the provisions of this Article XVI. Any modification, amendment or extension without Landlord’s prior written consent of an assignment or a sublease previously consented to by Landlord shall be deemed a new assignment or sublease, as the case may be. Tenant agrees to furnish to Landlord upon demand at any time and from time to time such information and assurances as Landlord may reasonably request that neither Tenant, nor any assignee or subtenant, as the case may be, is in violation of the provisions of this Section 16.01. Notwithstanding the foregoing, if Tenant is a publicly-traded company on a recognized stock exchange, Tenant’s stock may be transferred by the public on such exchange, and any such transfer shall not require Landlord’s consent.

Consent by Landlord to any specific Transfer shall not constitute a waiver of the necessity of such consent to any subsequent Transfer. Landlord’s consent shall not be assumed to have been given or be deemed to have been given under any circumstances, except only as specifically provided in a writing signed by Landlord. Without limiting the generality of the foregoing, acceptance of any rent or other payments paid by any third party in respect of this Lease shall not be deemed to be an implied or other consent to Transfer to such third party. Landlord’s consent to a proposed Transfer may be conditioned upon receipt by Landlord of a security deposit (or additional security deposit, as the case may be) in Landlord’s sole discretion.

In the event Tenant shall seek Landlord’s consent pursuant to this Section 16.01, Tenant shall furnish Landlord with such information regarding the proposed assignee or sublessee as Landlord may reasonably request, including, without limitation, information regarding the financial viability and business experience of the proposed assignee or sublessee. Tenant agrees not to assign this Lease or sublet the entire Premises prior to the end of the third (3<sup>rd</sup>) Lease Year and in no event shall the Premises be subleased to or used by three or more separate businesses.

Notwithstanding any assignment, sublease or other Transfer: (i) Tenant (and any permitted successor or assign of Tenant) and its guarantor(s), if any, shall always remain fully liable under this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease; (ii) the assignment or subletting shall be subject to all of the terms and conditions of this Lease; (iii) any assignee shall assume, in writing, all of Tenant’s obligations under this Lease; (iv) Tenant shall give Landlord at least thirty (30) days prior written notice of any such assignment or subletting; (v) Tenant shall remit to Landlord, on a monthly basis, all profit, as provided below, derived by Tenant from any assignment or subletting; and (vi) Tenant further agrees that it will reimburse Landlord for Landlord’s reasonable expenses, arising out of said assignment or sublet, including reasonable attorney’s fees, whether such assignment or sublease was approved by Landlord or not. In furtherance of the foregoing, any request by Tenant for a proposed Transfer shall be accompanied by a non-refundable payment of one thousand dollars on account of Landlord’s fees and expenses in connection with same, which shall be credited against Landlord’s expenses in connection with such request.

In all events, all of Tenant’s subtenants, concessionaires, licensees, and other occupants of the Premises (collectively, the “**Tenant Occupants**”), whether permitted hereunder, shall comply with all of the obligations of Tenant set forth in this Lease (including, without limitation, Tenant’s obligations under Section 13.01 hereof), it being understood and agreed that this sentence is not intended to limit the requirements of this Article XVI hereof or to broaden Tenant’s rights hereunder.

Notwithstanding the foregoing, in lieu of consenting to any such proposed assignment or subletting, Landlord may, within thirty (30) days following Landlord’s receipt of Tenant’s notice of such proposed assignment or subletting, elect to terminate this Lease upon at least sixty (60) days notice thereof to Tenant. In such event, (i) all Rents accrued as of the date of such termination shall be paid by Tenant and (ii) Tenant shall remain liable for all utility billings, and all third-party claims that occurred or accrued during the Term and prior to its termination as provided in this paragraph. Other than as provided in the foregoing sentence, and other than as provided in this Lease with respect to those obligations of Tenant that shall survive the termination (or earlier expiration) of this Lease, the rights and obligations of Tenant

and Landlord under this Lease shall terminate as of the date of the termination thereof as provided in this paragraph, and this Lease shall be of no further force and effect.

In the event that Landlord shall grant its consent to a Transfer, Tenant shall pay to Landlord a sum equal to the amount of any rent or other consideration paid by any assignee or subtenant which is in excess of the Rent and other charges then being paid by Tenant to Landlord pursuant to the terms of this Lease, payable within ten (10) days following Tenant's receipt of same, it being agreed that Tenant may deduct from any such payments the reasonable amount of Tenant's alteration costs and brokerage fees actually and reasonably incurred with respect to any such assignment or sublease, which amounts shall be amortized over the period that such assignee or subtenant is remitting its consideration. Tenant shall provide evidence of the consideration being paid in connection with any sublease or assignment, as the case may be, (which evidence shall, upon request by Landlord, include (but not be limited to) an affidavit by Tenant (or an officer of Tenant) certifying as to the consideration being paid in respect of any such sublease or assignment).

#### **Section 16.02. Special Assignments.**

Notwithstanding the foregoing, provided that Tenant is not then in default under this Lease beyond any applicable notice and cure period, Tenant may assign its entire interest in this Lease, without Landlord's consent but with prior notice to Landlord, on the following terms and conditions:

- (a) the assignee is a Subsidiary or Affiliate of Tenant (as such terms are defined in subparagraph (c) below), and at least ten business days prior to the effective date of the assignment there will be delivered to Landlord a duplicate original of the duly executed instrument of assignment and assumption agreement in form reasonably acceptable to Landlord together with evidence reasonably acceptable to Landlord that the assignee thereunder complies with the provisions of this paragraph. In the event of an assignment of this Lease, the assignee shall assume in writing and undertake the performance of all of the Tenant's obligations under this Lease; and
- (b) no assignment shall in any way relieve, modify or extinguish the liability of any such assignor (or any guarantor), or any of their predecessors in interest unless specifically agreed to in writing by Landlord; and
- (c) as used in this Section 16.02: (1) "**Subsidiary**" shall mean an entity fifty-one percent (51%) or more of whose voting equity is owned by Tenant and which is under the control of Tenant; and (2) "**Affiliate**" shall mean an entity controlled, controlling or under common control with Tenant; provided that the principal purpose of characterizing such entity as a Subsidiary or Affiliate is not to circumvent the restrictions on assignment or subletting set forth in Section 16.01 above. As used in this paragraph, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities or by contract or otherwise.

Any Transfer made pursuant to this Section 16.02 is sometimes referred to herein as a "**Permitted Transfer**" and the recipient of such Permitted Transfer is sometimes referred to herein as a "**Permitted Transferee**".

Any Transfer by Tenant to a Permitted Transferee shall be only for valid independent business purposes and any Transfer, however structured, designed primarily for avoidance of the rights of Landlord hereunder shall not be permitted. In no event shall Tenant be permitted to use a series of one or more Permitted Transfers solely for the purpose of "spinning-off" this Lease to an independent third party that would not otherwise be a Permitted Transferee. As an example of the foregoing, Tenant shall not assign this Lease to an Affiliate whose assets consist solely of this Lease and the rights granted herein, and thereafter sell the stock of such Affiliate to an independent third party in a merger, with the intended result being to defeat the purpose of this Lease to a party which is not a Permitted Transferee by means of what would otherwise be two (2) separate Permitted Transfers.

### **ARTICLE XVII - WASTE AND COMPLIANCE WITH LAWS**

#### **Section 17.01. Waste or Nuisance.**

Tenant shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Premises may be located, or in the Shopping Center, or which may disturb the quiet enjoyment of any person within five hundred (500) feet of the boundaries of the Shopping Center. Tenant shall not suffer, allow or permit any vibration, noise, light, odor or other emanation to emanate from the Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to interfere with the safety, comfort or convenience of Landlord or any of the other occupants of the Shopping Center or their customers, agents or invitees or any others lawfully in or upon the Shopping Center. Upon notice by



Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees to promptly eliminate or control the same to Landlord's reasonable satisfaction. Notwithstanding anything to the contrary contained herein, Tenant shall comply with all Legal Requirements with respect to noise, refuse and other activities associated with the use of the Premises.

**Section 17.02. Compliance with Laws.**

Tenant shall, at Tenant's sole cost and expense, comply with all present and future laws, rules, ordinances, regulations and codes and other applicable requirements of all county, municipal, state, federal and other applicable governmental or quasi-governmental authorities, and Landlord's insurance underwriters' requirements and all matters of record (collectively, "**Legal Requirements**") pertaining to the Premises (including, without limitation, any use or occupancy thereof and/or work related thereto). Tenant shall promptly furnish to Landlord a copy of any notice or other communication identifying or otherwise relating to the violation of any Legal Requirement (each, a "**Violation**") with respect to the Premises, the Common Areas, or Tenant's operation in the Premises or other activities taking place therein, whether or not such activities have been consented to by Landlord. In the event Tenant becomes aware or should reasonably have become aware of any circumstances which could give rise to any incident or claim of any kind, including, but not limited to any Violation, whether against Tenant or Landlord or the Shopping Center or the Premises, Tenant shall promptly provide written notice thereof to Landlord.

**Section 17.03. Matters of Record.**

The Shopping Center and Tenant's use and occupancy of the Premises, and Tenant's rights and obligations herein are subject to all matters of record. Tenant hereby covenants and agrees to abide by the terms and provisions of all matters of record.

**ARTICLE XVIII - ADVERTISING; SOLICITATION OF BUSINESS.**

**Section 18.01. Change of Name.**

Tenant agrees not to change its trade name or the advertised name of the business operated in the Premises without the prior reasonable consent of Landlord. Landlord expressly reserves the right, in its sole discretion, to change the name of the Shopping Center.

**Section 18.02. Solicitation of Business.**

Tenant and Tenant's employees and agents shall not solicit business in the parking lot or other Common Areas, nor shall Tenant distribute any handbills or place other advertising matter on automobiles parked in the parking area or in other Common Areas.

**ARTICLE XIX - DESTRUCTION**

**Section 19.01. Total or Partial Destruction.**

If the Premises and any necessary Common Areas ancillary or adjacent thereto shall be damaged by fire or other casualty, but are not thereby rendered untenable (in the sole reasonable judgment of Landlord) in whole or in part, Landlord shall at its own expense cause such damage to be repaired, and the Rent shall not be abated. If, by reason of such occurrence, the Premises shall be rendered untenable only in part, Landlord shall (subject to the terms hereof) cause the damage to be repaired, and the Minimum Rent, but not the Additional Rent, shall be abated proportionately as to the portion of the Premises so rendered untenable, provided that same can be accomplished within ninety (90) days of such destruction. If the Premises shall be rendered wholly untenable by reason of such occurrence, or in the event the Premises is partially untenable and such repairs cannot be accomplished within ninety (90) days of such destruction, Landlord shall, at its own cost and expense, cause such damage to the Premises to be repaired, and the Minimum Rent, but not the Additional Rent, shall abate, in proportion to the portion of the Premises so rendered untenable, until the Premises have been restored and rendered tenable, or Landlord may, at its election, terminate this Lease and the tenancy hereby created, by giving Tenant within the next sixty (60) days following the date of said occurrence, written notice of Landlord's election so to do and, in the event of such termination, Rent shall be adjusted as of such date. If Landlord elects to restore the Premises, and the Premises do not actually become tenable within eight (8) months following the later of the date of said occurrence or Landlord's receipt of the insurance proceeds therefor, Tenant shall thereafter have the option to terminate this Lease upon written notice delivered to Landlord prior to the date the Premises become tenable (it being agreed that Tenant may not deliver such termination notice from and after the day that the Premises becomes tenable) and, in the event of such termination, On-Going Rent shall be adjusted as of the date which is thirty (30) days following Landlord's receipt of such notice and Tenant shall surrender vacant possession of the Premises in the condition required herein as though such date were the Expiration Date; provided, however, that if Tenant delivers to Landlord a termination of this Lease in accordance with this paragraph, if the Premises become

tenantable within thirty (30) days of Landlord's receipt of Tenant's termination notice, said termination shall be vitiated and this Lease shall remain in full force and effect. Notwithstanding anything to the contrary contained in this Lease, in no event shall Landlord be responsible to repair or restore any of Tenant's improvements, fixtures, personal property and other property constituting Tenant's Personalty, the repair and restoration of which shall be Tenant's sole responsibility, and any references to Landlord's obligations to repair and/or restore shall not include same.

**Section 19.02. Partial Destruction of Shopping Center.**

In the event that seventy (70%) percent or more of the leasable area of the Shopping Center shall be damaged or destroyed by fire or other casualty such that same becomes untenable, notwithstanding that the Premises may be unaffected by such fire or other casualty, Landlord may terminate this Lease and the tenancy hereby created by giving to Tenant no less than thirty (30) days prior written notice of its election to terminate which notice shall be given by Landlord, if at all, not later than forty-five (45) days following the date of said occurrence, in which event Tenant shall surrender vacant possession of the Premises to Landlord in the condition required by Section 12.03 hereof. Rent shall be adjusted as of the date of such termination.

**Section 19.03. Tenant's Obligation to Repair and Reconstruct.**

In the event Landlord elects to repair as set forth in Section 19.01 and/or Section 19.02 above, Tenant shall promptly repair and restore its improvements and personalty to the Premises to substantially the same condition same were in immediately prior to the time of such damage, subject in all events to the applicable requirements of this Lease (including obtaining all required insurance described in Section 11.01(c) hereof).

**ARTICLE XX - EMINENT DOMAIN**

**Section 20.01. Total Condemnation.**

If the whole of the Premises shall be taken or condemned under the power of eminent domain by any public or quasi-public authority (including a transfer made in lieu of or in anticipation of the exercise of such taking) (a "Condemnation"), then the Term shall cease and terminate as of the date of title vesting in such proceeding and all Rent shall be paid up to and including that date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

**Section 20.02. Partial Condemnation.**

If any part of the Premises shall be Condemned, and in the event that such partial condemnation shall render the Premises unsuitable (in the sole judgment of Landlord) for the business of Tenant, then the Term shall cease and terminate as of the date of title vesting in such proceeding. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease and rent shall be adjusted up to and including the date of such termination. In the event of a partial Condemnation of the Premises which is not extensive enough to render the Premises unsuitable for the business of Tenant, then Landlord shall promptly restore the Premises (but not Tenant's improvements, fixtures, personal property and other property constituting Tenant's Personalty) to a condition comparable to its condition at the time of such Condemnation less the portion lost in the Condemnation, and this Lease shall continue in full force and effect without any reduction or abatement of rent.

**Section 20.03. Landlord's Damages.**

In the event of any Condemnation or taking as aforesaid, whether whole or partial, Tenant shall not be entitled to any part of the award paid for such Condemnation and Landlord is to receive the full amount of such award. Tenant hereby expressly waives any right or claim to any part thereof and agrees to execute a written confirmation of same promptly upon request therefor.

**Section 20.04. Tenant's Damages.**

Although all damages in the event of any Condemnation are to belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any cost or loss which Tenant might sustain in relocating Tenant's business by reason of the Condemnation and for or on account of any cost or loss which Tenant might sustain in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment from the Premises so long as same does not diminish or adversely affect Landlord's award, or delay Landlord's receipt of such award.



## **ARTICLE XXI - DEFAULT OF TENANT**

### **Section 21.01. Right to Re-enter.**

Tenant shall be deemed in default hereunder (each, an “**Event of Default**”): (i) in the event of any failure of Tenant to pay any Rent when due hereunder and such failure shall continue for seven (7) days after Landlord gives Tenant written notice of its failure to pay (provided, however, that Landlord shall only be required to deliver written notice to Tenant of a payment default as to any monthly recurring payment of Minimum Rent only three times during any calendar year, after which an Event of Default by Tenant shall be deemed to have occurred immediately upon the failure of Tenant to make any monthly recurring payment of Minimum Rent payable hereunder within such calendar year on or before its applicable due date), (ii) if Tenant or an agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease, (iii) if Tenant or any guarantor of this Lease shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Tenant or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property, (iv) if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, (v) if Tenant shall fail to open for business by the Opening Deadline in accordance with the requirements of Section 6.01(a) hereof or shall abandon the Premises or otherwise Goes Dark, (vi) Tenant shall suffer this Lease to be taken under any writ of execution, (vii) if Tenant fails to obtain or deliver proof of insurance to Landlord as required herein, or there is any cancellation of or material changes in any of the insurance coverages required herein, and/or (viii) Tenant fails to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been sent to Tenant; provided, however, that if such default is not capable of being cured within such thirty (30) day period and Tenant shall have commenced the cure of such default within ten (10) days of its receipt of Landlord's notice (and provided that the default in question does not contravene Legal Requirements or violate the provisions of any other lease or recorded agreement affecting the Shopping Center) and Tenant thereafter diligently pursues such cure to completion, then such thirty (30) day period shall be extended for a period of up to sixty (60) days from the occurrence of the default. Landlord shall have the right following an Event of Default hereunder, besides other rights or remedies it may have, hereunder or by law or in equity, the immediate right of re-entry and Landlord and/or its agents may remove all persons and property from the Premises and such property may, at Landlord's option, either be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, or may be disposed of by Landlord as it, in its sole discretion, deems fit, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. No re-entry by Landlord or its agents, and no acceptance by Landlord or its agents of keys from Tenant shall be considered an election or acceptance of a termination of this Lease unless an express written acceptance of same is executed by Landlord. Notwithstanding anything contained herein to the contrary, if Tenant is in default of this Lease for the same or substantially the same reason four (4) times or more during any twelve (12) consecutive-month period during the Term, then such fourth (4<sup>th</sup>) time during the 12 consecutive-month period shall immediately constitute an Event of Default under this Lease without the need for further notice.

No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair its exercise or constitute a waiver of, or acquiescence to, any default by Tenant. Further, (i) no waiver of a default shall extend to or affect any other default or impair any right or remedy with respect thereto, (ii) no action or inaction by Landlord shall constitute a waiver of a default (unless the action is an express waiver) and (iii) no waiver of a default shall be effective unless it is in writing and signed by Landlord.

In addition to Landlord's rights herein, if Tenant shall default in the performance or observance of any agreement or obligation in this Lease contained on its part to be performed or observed, and Tenant does not cure such default within thirty (30) days after notice from Landlord specifying such default (“**Default Notice**”) (or if such default cannot by its nature be cured within such thirty (30) day period and Tenant does not within ten days of such Default Notice commence to cure such default and thereafter actively and diligently prosecute the curing of such default to completion; provided, however in no event shall such cure period be greater than sixty (60) days from such Default Notice), Landlord may, at its option, without waiving any claim for damages, at any time thereafter cure such default for the account of Tenant, and any amount paid or any contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant (plus Tenant shall be charged twenty percent of the cost thereof for overhead and administration), Tenant agreeing to reimburse Landlord therefor as additional rent within ten (10) days of receipt of a bill therefor. Notwithstanding the foregoing or anything to the contrary contained herein, Landlord may, at its option, without waiving any claim for damages, cure any default immediately, but after notice to Tenant, if the default in question constitutes a Material Default. As used herein, a “**Material Default**” is any default by Tenant (i) which also constitutes or results in a violation of applicable law or which may likely expose Landlord to any civil or criminal liability; or (ii) the curing of which is reasonably necessary to protect the Shopping Center (or

any portions thereof or Landlord's interest therein), or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord for any amount paid for the account of Tenant hereunder as aforesaid, such amount shall be added to and become due as part of the next payment of On-Going Rent due hereunder, together with interest thereon at the Interest Rate from the date of expenditure until same is reimbursed to Landlord.

#### **Section 21.02. Right to Relet.**

Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceeding or pursuant to any notice provided for by law, Landlord may either terminate this Lease or may, from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises and may relet said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; and upon each such reletting all Rent received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees, attorneys' fees, free rent and of costs of such alterations and repairs; third, to the payment of Rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. If such Rent received from such reletting during any month shall be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly, it being agreed that a single notice from Landlord with respect to anticipated future recurring amounts to be paid monthly by Tenant shall be sufficient for purposes of this paragraph unless and until Landlord shall thereafter advise otherwise. No such re-entry or taking possession of said Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may, at any time thereafter, elect to terminate this Lease for such previous Event of Default. Should Landlord at any time terminate this Lease following any Event of Default, in addition to any other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of such Event of Default, including the cost of recovering the Premises, reasonable attorneys' fees, and including the amount of Rent which was to be paid pursuant to this Lease from the date of default through the remainder of the stated Term (absent such earlier termination), all of which amounts shall be immediately due and payable from Tenant to Landlord.

#### **Section 21.03. Legal Expense.**

In the event legal action shall be brought for recovery of possession of the Premises, for the recovery of Rent or any other amount due under the provisions of this Lease, or because of the default in the performance of any other covenant herein contained on the part of Tenant to be kept or performed, and a default shall be established, Tenant shall pay to Landlord all expenses incurred therefor, including reasonable attorneys' fees as Additional Rent (which may be sued for in the initial Landlord-Tenant action). In the event Landlord sends Tenant a legal notice pursuant to the terms of this Lease due to a default (monetary or non-monetary), Tenant shall pay to Landlord as Additional Rent the sum of two hundred and fifty dollars to cover the legal fees and other expenses in connection with the preparation and service of such notice.

The parties acknowledge and agree that any attorneys' fees referenced in this Lease shall include the reasonable value of legal services, if any, rendered by Landlord's management company's in-house counsel acting on behalf of Landlord at such counsel's standard hourly rates.

In the event Tenant requests Landlord to review and execute any documentation relating to Tenant's occupancy or use of the Premises or this Lease (including, without limitation, assignments, subletting, tenant financing, lien waivers and/or access agreements), Tenant agrees to promptly reimburse Landlord, for all fees and expenses (legal, administrative or otherwise) incurred by Landlord in connection with the processing of such requests and/or transaction regardless of the ultimate resolution thereof.

Tenant by execution of this Lease, authorizes Landlord, at its option, from time to time, to implement a credit check against Tenant and the Guarantor(s) (if any) and their successors and/or assigns. Tenant shall cooperate with Landlord and execute any documentation reasonably necessary to perform such credit check. Tenant shall pay the cost of such credit check as Additional Rent hereunder.

#### **Section 21.04. Waiver of Jury Trial and Counterclaims.**

**THE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY**



**WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.** In the event Landlord commences any proceedings for non-payment of Rent (or any component thereof), Tenant shall not interpose any counterclaim of whatever nature or description in any such proceedings, other than compulsory counterclaims. The foregoing shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action or actions brought by Tenant.

**Section 21.05. Waiver of Rights of Redemption.**

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants or conditions of this Lease, or otherwise. No receipt of monies by Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Premises after the termination of this Lease or after the giving of any notice of termination shall reinstate, continue or extend the Term hereof or affect any notice given to Tenant prior to the receipt of such money.

**Section 21.06. Debtor-in-Possession.**

Tenant agrees that this Lease is a lease of "real property in a Shopping Center" and that a debtor in possession and/or trustee in bankruptcy acting pursuant to the provisions of the revised bankruptcy code, may assume this Lease only if, in addition to such other conditions of this Lease and applicable law, such debtor's in possession and/or trustee's use is compatible with the retail operations at the Shopping Center, as a whole, and does not conflict with any other use or violate any exclusive use at the Shopping Center and said debtor in possession and/or trustee shall provide Landlord with such written assurances of future performance as are acceptable to Landlord.

**ARTICLE XXII - ACCESS BY LANDLORD**

**Section 22.01. Right of Entry.**

Landlord and/or Landlord's agents shall have the right to enter the Premises at all reasonable times during business hours upon prior notice to Tenant (except in the event of an emergency, in which event only reasonable notice shall be required), to examine same, and to show them to prospective purchasers or mortgagees, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the Rent reserved shall in no way abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. Landlord agrees to use commercially reasonable efforts to exercise its rights under this paragraph in a manner so as to minimize any interference with Tenant's business operations in the Premises, it being agreed, however, that Landlord shall not be required to pay for overtime labor or off-hours work.

**Section 22.02. Excavation.**

If an excavation shall be made upon land adjacent to the Premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the Premises for the purpose of doing such work as Landlord shall deem necessary to preserve the wall or the building of which the Premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnification against Landlord or diminution or abatement of Rent; provided, however, that Landlord agrees to use its commercially reasonable efforts to minimize any interference with Tenant's business operations in the Premises in connection therewith, it being agreed, however, that Landlord shall not be required to pay for overtime labor or off-hours work.

**ARTICLE XXIII - TENANT'S PROPERTY**

**Section 23.01. Taxes on Leasehold.**

Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the Term against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Premises by Tenant.

**Section 23.02. Loss and Damage.**

Landlord shall not be liable for any damage to the property of Tenant or of others located in or about the Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion,

falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature except as a direct result of Landlord's willful act or gross negligence. Landlord shall not be liable for any such damage caused by other tenants or persons in the Premises, occupants of adjacent property, of the Shopping Center, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored in the Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any Claims arising out of damage to same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross negligence of Landlord.

**Section 23.03. Notice by Tenant.**

Upon becoming aware of same, Tenant shall give immediate notice to Landlord in case of fire, accidents or other casualty in the Premises or in the Building or of any defects therein or in any fixtures or equipment.

**ARTICLE XXIV - QUIET ENJOYMENT**

**Section 24.01. Covenant of Quiet Enjoyment.**

Upon timely payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without interference by Landlord or any other person or persons lawfully or equitably claiming by or through Landlord, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XXV - LIMITATION ON RIGHT OF RECOVERY AGAINST LANDLORD**

**Section 25.01. Limitation.**

Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Shopping Center and any judgments rendered against Landlord shall be satisfied solely out of Landlord's interest in the Shopping Center. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Shopping Center and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any mortgagee and their respective directors, officers, principals and stockholders. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord.

Other than as expressly provided in the preceding paragraph, no other assets of Landlord and no assets of any of Landlord's, directors, officers, partners, agents, members, or employees shall be subject to any remedy exercised by Tenant hereunder and Tenant agrees that Tenant shall not pursue any remedies against Landlord or any of Landlord's directors, officers, partners, agents members, or employees.

Notwithstanding anything to the contrary set forth in this Lease, in the event of a conveyance of Landlord's interest in the Premises and/or the Shopping Center, the conveying party shall be freed and relieved of all covenants and obligations of Landlord under this Lease arising or to be performed from and after the date of such conveyance.

Notwithstanding anything to the contrary contained in this Lease, if and to the extent a provision in this Lease gives Tenant a right to deduct or offset from Rent, notwithstanding that multiple offset rights may be concurrently triggered, such aggregate deduction(s) or offset(s) shall be limited to forty percent of each successive installment of Minimum Rent (the "**Offset Limit**") payable by Tenant hereunder unless such Offset Limit is insufficient to reimburse Tenant in full during the remainder of the Term, in which event such Offset Limit shall be ratably increased, taking into account the then remaining number of installments of Minimum Rent due and payable by Tenant hereunder during the remainder of the Term. Notwithstanding the foregoing, Tenant shall have the unrestricted right to deduct from Minimum Rent next coming due if authorized by a court of competent jurisdiction.

**ARTICLE XXVI - MISCELLANEOUS**

**Section 26.01. Waiver.**

The waiver by Landlord of any default of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent default of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other



than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. Failure or delay of Landlord to assert any right contained herein or otherwise shall not be deemed to be a waiver thereof unless the same has been expressly set forth in a writing signed by Landlord. No covenant, term or conditions of this Lease shall be deemed to have been waived by Landlord, unless such waiver is in writing and signed by Landlord.

**Section 26.02. Accord and Satisfaction.**

Whether payment is made directly to Landlord or through a so-called "lock-box" arrangement, no payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction or be binding upon Landlord, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided for herein. Landlord's acceptance of any Rent payment from a party other than the named Tenant shall not serve to release the named Tenant (or any guarantor) from any of its obligations under this Lease (or any guaranty thereof) or as an acceptance of such third party as tenant (or subtenant) under this Lease.

**Section 26.03. Entire Agreement.**

This Lease and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and Shopping Center and there are no covenants, promises, agreements, representations, warranties, conditions and/or understandings, either oral or written, between them other than as herein set forth. Tenant hereby acknowledges that neither Landlord nor any Landlord representative has made any representations or warranties to, or agreements with, Tenant in connection with the Premises and/or the Shopping Center which are not expressly contained in this Lease. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

**Section 26.04. No Partnership.**

Landlord shall not, in any way or for any purpose, be construed as a partner of Tenant in the conduct of its business, or joint venturer or a member of a joint enterprise with Tenant. All Rent under this Lease qualifies as "rents from real property" under § 856(d) of the Internal Revenue Code ("**IRC**"). Landlord may adjust Rent to achieve compliance with § 856(d) of the IRC (provided that the total Rent paid by Tenant to Landlord pursuant to Article III of this Lease shall not be increased as a result of such adjustment) in the event that § 856(d) of the IRC or the regulations issued thereunder results in any of the Rent payments no longer qualifying as "rents from real property".

**Section 26.05. Notices.**

Except as may be expressly set forth herein to the contrary, any notice, demand, request, consent, approval or other communication which may be or is required to be given under this Lease ("**Notices**") shall be in writing and delivered in person or sent by United States certified mail postage prepaid or by nationally recognized overnight courier (so long as same provide receipts for the delivery thereof) and shall be addressed: (a) if to Landlord, to the address first hereinabove given or at such other address as Landlord may designate by written notice sent in accordance with this paragraph and (b) if to Tenant, to the Premises or to Tenant's address set forth on page 1 of this Lease, or to such other address within the continental United States or Puerto Rico as Tenant shall designate by written notice sent in accordance with this paragraph. All Notices shall be deemed given when delivered (or, if delivery is refused during the hours of 9 a.m. to 5 p.m. (local time of recipient) on a business day, when refused); provided, however, if a Notice is received on a non-business day or after 5 p.m. on a business day, then same shall be deemed delivered on the next following business day. Rejection or other refusal to accept or the inability to deliver because of changed address for which no proper notice was given, shall be deemed to be delivery of the Notice as of the date of such rejection, refusal or inability to deliver. All Notices on behalf of Landlord or Tenant may be given by such party's managing agent and/or its counsel with the same force and effect as if given by such party. The parties acknowledge that copies of any notice sent by facsimile or email are for convenience only, and shall not be deemed to be proper notice required hereunder; provided, however, notwithstanding the foregoing or anything to the contrary contained herein, until the occurrence of the Commencement Date, all Notices relating to Landlord's Work (if any) and/or Tenant's Initial Work (including by way of example transmittal of, and comments to, any plans and/or specifications, but specifically excluding any notices of default or termination) may be delivered by email to Landlord's or Tenant's respective project or construction manager and same shall constitute written proper Notice for purposes of this Lease.

**Section 26.06. Captions and Section Numbers; Confidentiality.**

The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease. Tenant agrees not to disclose the terms of this Lease to any other tenant or occupant of the Shopping Center or any other third party (other than in connection with obtaining financing or to its partners, lenders, prospective buyers and other agents and consultants) except as may be required by law.

**Section 26.07. Tenant Defined, Use of Pronoun, etc.**

The word “**Tenant**” shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. Wherever in this Lease the word “including” is used, it shall be understood to mean “including, without limitation”. Tenant shall, upon request of Landlord, promptly execute and deliver to Landlord such instruments and/or certificates necessary to carry out the intent of this Lease as shall be reasonably requested by Landlord.

**Section 26.08. Broker's Commission.**

Each of the parties hereto represents and warrants to the other that there are no claims for brokerage commission or finder's fees in connection with the execution of this Lease except the Broker (as defined in Section 1.01 above), and each of the parties hereto agrees to indemnify the other against and hold the other party harmless from all liabilities arising from any such claim (including, without limitation, the cost of counsel fees in connection therewith) from any other broker or agent the indemnifying party has dealt with or employed. The Broker's commissions shall be paid by Landlord pursuant to one or more separate agreements. The provisions of this Section shall survive the expiration and/or earlier termination of this Lease.

**Section 26.09. Partial Invalidity.**

If any term, or covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be deemed by a court of law to be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**Section 26.10. Drafts not an Offer to Lease.**

The parties hereto agree that the submission of a draft of this Lease by Landlord to Tenant is not intended to be an offer to enter into a legally binding lease with respect to the Premises and neither party shall be bound hereunder unless and until this Lease shall have been fully executed and delivered to each party or their respective agent or attorney.

**Section 26.11. Recording.**

Tenant shall in no event record this Lease or any memorandum or notice hereof without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion.

**Section 26.12. Landlord's Default.**

In the event of any breach under this Lease by Landlord, Landlord shall not be deemed to be in default under this Lease, unless and until Landlord shall fail to cure such breach within thirty (30) days after receipt of written notice thereof from Tenant (provided, however, that Landlord shall not be deemed in default with respect to any matter which by its nature may not be cured within thirty (30) days if Landlord shall promptly commence to cure such breach and thereafter diligently prosecutes the cure to completion). Notwithstanding anything contained in this Lease, Landlord shall in no event have any liability hereunder to Tenant for lost profits, or for any consequential, punitive, special or indirect damages. In no event shall Tenant have the right to terminate or cancel this Lease as a result of any default by Landlord or breach by Landlord of its covenants or any warranties or promises hereunder. The provisions of this paragraph shall survive the expiration or sooner termination of this Lease.

**Section 26.13. Parking Lot Lights.**



At Landlord's option, the parking lot lights, if any, need not be in operation after the regular closing hours of the Shopping Center. Therefore, it is agreed that if Tenant requires parking lot lighting at any time other than the regular hours, Tenant shall pay the cost incurred for keeping all the parking lot lights on in the Shopping Center since there is no separate metering or lighting applicable to the Tenant's immediate parking area ("**Tenant's After-Hours Lighting Cost**").

**Section 26.14. Relocation.**

Landlord reserves the right to relocate Tenant's Premises within the Shopping Center at Landlord's sole cost and expense upon no less than two (2) days prior written notice.

**Section 26.15. Computation.**

Notwithstanding anything to the contrary herein, for purposes of computing any expenses of the Shopping Center, Landlord reserves the right to make such computation on a basis of a 30 day month and a 360 day year. Notwithstanding anything contained herein to the contrary, any time Tenant's share of costs and expenses are calculated the leasable area to be used in the denominator thereof shall be based upon, at the time in question, the floor area of the ground floor only (other than non-leasable space such as common corridors, fire/pump stations or similar type space and any non-retail space), it being acknowledged that the floor area of other floor levels (such as storage basements and mezzanines) and outdoor selling areas shall be excluded therefrom ("**Included Shopping Center Square Footage**").

**Section 26.16. Partial Months.**

The Minimum Rent for a partial month shall be prorated. At Landlord's option, the Minimum Rent for partial months shall be prorated on a thirty (30) day month basis (360 days per year).

**Section 26.17. Covenants.**

Anything to the contrary in this Lease notwithstanding, the covenants in this Lease to be performed by Landlord shall not be binding personally, but instead said covenants are made for the purpose of binding only the fee simple or leasehold estate which Landlord owns in the Premises.

**Section 26.18. Reservations.**

Landlord on behalf of itself and its designees reserves the use of the roof and exterior walls of the Premises, and the right, from time to time, to install, maintain, use, repair, place and replace utility lines, pipes, risers, ducts, conduits, wires, antennas, satellites and other communications equipment in, on or under the Premises (in locations which shall not materially interfere with Tenant's use thereof) to serve other parts of or premises in the Shopping Center. Landlord may renovate the façade of the Premises and/or other portions of the buildings within the Shopping Center, and Tenant shall cooperate with Landlord in connection with same and Tenant shall not be entitled to any abatement of Rent as a result thereof, it being agreed that Landlord shall use commercially reasonable efforts to minimize any interruption of Tenant's business operations arising as a result thereof.

**Section 26.19. Demolition/Redevelopment.**

Notwithstanding anything contained herein to the contrary, it is understood and agreed between the parties that Landlord shall have the option to cancel and terminate this Lease at any time during the Term by giving Tenant no less than ninety (90) days prior written notice of its intention to do so and stating therein the date on which this Lease shall terminate. If this Lease is canceled and terminated as hereinabove provided, Tenant shall surrender the Premises in the condition required herein, the rent for the last month of the Term shall be prorated and Landlord agrees to refund to Tenant any excess rent paid in advance. Tenant agrees that the exercise of the option under this Section 26.19 is not the action of an acquiring authority and will not be attributed to any entity other than Landlord. Tenant hereby waives all rights to any relocation assistance, benefits, compensation, reimbursement or payment of any nature whatsoever from Landlord or any local, state or federal government or any local, state or federal governmental agency or quasi-governmental, in the event that Tenant surrenders the Premises after a written cancellation notice is given under this Section 26.19.

**Section 26.20. Dramshop Law.**

Tenant agrees to hold Landlord and its managing agent and mortgagee and their respective affiliates, employees and agents, harmless from any and all liability arising out of Tenant's occupancy of the Premises and specifically, but not by way of limitation, from any and all liability which may arise or be asserted against Landlord under any Civil Damage Act or Dramshop Law and it shall be a condition of this Lease that Landlord must approve all insurance protection provided by Tenant in this regard. The indemnity set forth in this Section shall survive the expiration or sooner termination of this Lease.

Unless expressly permitted pursuant to Section 6.01 hereof, Tenant shall not sell, serve, dispense or distribute any alcoholic beverages or food for consumption on or off the Premises, nor shall Tenant permit or suffer the consumption of alcoholic beverages or food in or about the Premises.

#### **Section 26.21. Sales Table**

Subject to Legal Requirements, rights of other tenants and occupants of the Shopping Center and all matters of record, Landlord hereby grants permission to Tenant with no additional rent or charges to be paid by Tenant to place one (1) skirted table (the "Sales Table") in the location to be determined by Landlord and shown and depicted on Exhibit A, attached hereto and made a part hereof, which Sales Table shall not exceed three (3') feet in width by five (5') feet in length and not to exceed 36 inches (36") in height, for the purpose of displaying and distributing information regarding Tenant's business and conducting pre-sales of school enrollment to the public. Notwithstanding the foregoing, Tenant acknowledges that the foregoing rights are being granted solely as an accommodation and in the event that Tenant is prevented from utilizing the foregoing rights for any reason whatsoever, the same shall not be deemed a breach hereunder and Landlord shall not be held liable as a result thereof nor shall Minimum Rent be impacted as a result thereof. Tenant shall, to the fullest extent of the law, indemnify and defend Landlord, its managing agent, agents, contractors, employees, servants, lessees and concessionaires, and Landlord's mortgagees, and save them harmless from and against any and all claims, actions, damages, liability and expense (including, without limitation, reasonable attorney's fees) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence upon or at the Sales Table, or the use by Tenant of the Sales Table or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees, invitees or concessionaires. Tenant acknowledges and agrees that Landlord makes no representations whatsoever regarding the rights granted in this paragraph.

#### **Section 26.22. Reports by Tenant.**

Tenant shall submit to Landlord on or before the 60<sup>th</sup> day following the end of each calendar year during the Term at the address set forth for Landlord on page 1 above, or such other address hereafter designated by notice from Landlord, a written statement signed by Tenant, and certified by Tenant to be true and correct showing the amount of gross revenues generated at the Premises during the foregoing calendar year.

#### **Section 26.23. Financial Statements.**

Upon request by Landlord in connection with a potential sale or refinancing of the Shopping Center or portion thereof (which request shall not be made more than once in any calendar year) or at any time following a default hereunder beyond any applicable notice and cure period, Tenant shall submit to Landlord within twenty (20) days after Landlord's request (unless same are publicly available), current financial statements and tax returns of Tenant, any parent of Tenant (if Tenant is an entity), and any guarantor of this Lease, certified as complete and correct by Tenant (or an officer or manager of Tenant if Tenant is an entity). Landlord agrees to treat all such financial statements as confidential information, but Landlord may disclose such financial statements to its actual and prospective partners, lenders, buyers and other agents, attorneys and consultants.

#### **Section 26.24. Hazardous Substances.**

Tenant agrees that it shall not (nor permit any Tenant Party to) generate, store, manufacture, refine, transport, treat, dispose of or otherwise permit to be present on or about the Premises or the Shopping Center, any Hazardous Substances or any explosive or highly flammable substances, except that Tenant shall be permitted to store and use *de minimis* amounts of cleaning supplies provided same complies with all Legal Requirements. As used herein, "**Hazardous Substances**" shall be defined as any "hazardous chemical," "hazardous substance," or similar term as defined in the Comprehensive Environmental Responsibility Compensation and Liability Act, as amended (42 U.S.C. 59601, et seq.), any rules or regulations promulgated thereunder, or in any other applicable federal, state or local law, rule or regulation dealing with environmental protection. It is understood and agreed that the provisions contained in this Section shall be applicable notwithstanding the fact that any substance shall not be deemed to be a Hazardous Substance at the time of its use by Tenant but shall thereafter be deemed to be a Hazardous Substance. Tenant shall defend, indemnify and hold harmless Landlord, its agents, contractors, employees and managing agent from and against any and all Claims whatsoever from the default of this Section by Tenant, its agents, contractors, consultants, invitees or employees. The provisions of this paragraph shall survive the expiration or sooner termination of this Lease.

#### **Section 26.25. Landlord Consent.**

If any action by Tenant with respect to any term, provision or condition of this Lease requires the consent or approval of Landlord, Landlord's consent or approval of such action on one occasion shall not be



deemed a consent to or approval of the same action on a subsequent occasion. If Landlord's consent or approval is required with respect to any term, provision or condition of this Lease to not be unreasonably withheld and a court of competent jurisdiction determines that Landlord has acted unreasonably, Tenant's sole remedy shall be the granting by Landlord of the consent or approval theretofore withheld by Landlord.

#### **Section 26.26. Vermin/Odor/Noise.**

Tenant shall keep the Premises (and all garbage and refuse receptacles and areas) at all times free from vermin, mice and other rodents and insects, and it is further understood and agreed that Tenant will use its best efforts to prohibit offensive odors, fumes, gasses and/or any smoke or dust, steam or vapors from permeating the air surrounding the Premises, the adjacent premises and/or the Common Areas. Tenant, at its sole cost and expense, shall take any action required (including, without limitation, the installation of ventilation systems, filtration systems and physical barriers) to ensure its compliance with the foregoing. Tenant further agrees not to make or permit any loud or disturbing noise, sound or vibration that would disturb other tenants or occupants within or about the Shopping Center.

#### **Section 26.27. Holding Over.**

If Tenant shall fail to surrender to Landlord vacant possession of the Premises in the condition required herein on the Expiration Date or sooner termination of this Lease, then in the absence of a fully-executed agreement by the parties extending the Term (the "**Hold Over Period**"), the tenancy under this Lease shall become that of an "at will" tenant, terminable by either party upon written notice, at a monthly rental equal to twice the sum of the monthly installment of Minimum Rent (as scheduled in Section 1.01 above) that was payable during the last month of the Term (excluding any applicable abatements), which amount constitutes a fair and reasonable estimate of the damages to Landlord under the circumstances and is not a penalty. During any Hold Over Period, Tenant shall also pay all other charges payable with respect to the Hold Over Period under the terms of this Lease, prorated for each month or portion thereof during which Tenant remains in possession, and Tenant shall also be subject to all other conditions, provisions and obligations of this Lease, including, but not limited to, all obligations for Rent and all obligations to indemnify Landlord and its designees as provided in this Lease. In addition, Tenant shall indemnify Landlord for any losses suffered due to any Claims arising out of such failure by Tenant to surrender possession of the Premises as aforesaid. Tenant shall not interpose any counterclaim or counterclaims (other than compulsory counterclaims) in a summary proceeding or other action based upon Tenant's holding over nor move to consolidate same with any other actions.

#### **Section 26.28. Force Majeure.**

Notwithstanding anything contained in this Lease to the contrary, in the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of acts of god, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, pandemic, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease ("**Force Majeure Event**"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this [Section 26.28](#)~~Section 26.27~~ shall not operate to excuse Tenant from prompt payment of Rent as and when the same becomes due pursuant to the terms of this Lease.

#### **Section 26.29. The Office of Foreign Assets Control.**

Tenant and Landlord each certify, represent and warrant to the other that it is not, and shall not be (and its successors and assignees shall not be), a person or entity with whom the other party is restricted from doing business with under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any related Statute, Executive Order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other similar governmental action. Tenant and Landlord each acknowledge that the other party is expressly and primarily relying on the truth and accuracy of the representation set forth above in this paragraph (notwithstanding any investigation by such party) and that same is a material inducement to each party in executing and delivering this Lease. The provisions set forth in this paragraph shall survive the expiration or earlier termination of this Lease.

#### **Section 26.30. Authorization; Governing Law; Counterparts.**

The individuals executing this Lease hereby represent and warrant that they are empowered and duly authorized to so execute this Lease on behalf of the parties they represent. The terms, covenants, and conditions contained herein shall inure to the benefit of, and be binding upon, Landlord and Tenant, and their respective successors and assigns, except as may be otherwise expressly provided in this Lease, it



being agreed, however, that no rights shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing unless otherwise expressly provided herein. This Lease shall be governed by the laws of the State in which the Shopping Center is located. This Lease (x) may be signed in counterparts with the same force and effect as if all required signatures were contained in a single, original instrument and (y) may be executed by facsimile signatures (or by copies of physically signed documents exchanged via email attachments in PDF or equivalent format). In addition and in furtherance of the foregoing, the parties agree that this Lease shall be deemed validly executed and delivered by a party if a party executes this Lease by manual signature or by affixing its signature hereto by means of an electronic signature tool, application, or software (e.g., DocuSign).

#### **Section 26.31. Headings.**

All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Lease.

#### **Section 26.32. Joint Tenants; Authorization.**

If there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. In the event that the Tenant named herein is an entity (*i.e.*, not a natural person), Tenant hereby represents and warrants that it has been duly formed, or incorporated, as the case may be, and that it has been duly authorized to enter into this Lease, and Tenant shall deliver to Landlord, within thirty (30) days following the Effective Date, appropriate documentation evidencing that Tenant has been duly formed or incorporated (as applicable) and of Tenant's authority to enter into this Lease. In the event Landlord does not receive such evidence within such thirty (30) day period, at Landlord's option, the individual (or individuals) executing on behalf of Tenant shall automatically be deemed the "Tenant" herein.

#### **Section 26.33. Retention of Counsel.**

Each of the parties to this Lease, acknowledge that such party: (1) has entered into this Lease of his, her or its own free will, without any coercion on the part of any other person or entity; (2) has entered into this Lease in consultation with legal counsel, or has determined not to consult with legal counsel of his, her or its own free will; and (3) is executing and delivering this Lease with the knowledge of the legal effect hereof. The parties agree that in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

(a)

#### **Section 26.34. Sales Tax.**

In addition to all other amounts due from Tenant under this Lease, whether or not designated as rent under this Lease, Tenant agrees to pay to Landlord all Florida State and County Sales Tax and any other tax which may be imposed on the Rent in accordance with the terms and conditions of this Lease.

#### **Section 26.35. Radon Gas Notice.**

In accordance with the requirements of Florida Statutes Section 404.056(8), the following notice is hereby given to Tenant: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit."

#### **Section 26.36. Survival.**

Notwithstanding anything to the contrary contained herein, all indemnification and payment obligations set forth in this Lease (including, without limitation, Tenant's obligation to pay for all utility billings, and all third party claims that occurred or accrued on or prior to such termination date) shall survive any expiration or termination of this Lease to the extent same accrue on or prior to such expiration or termination date.

#### **Section 26.37. List of Exhibits.**

The following exhibits are attached to and incorporated into this Lease:

- Exhibit A – Site Plan
- Exhibit B – Sign Specifications
- Exhibit C – Rules and Regulations
- Exhibit D – Form of Commencement Date and Expiration Date Agreement

**(no further text on this page; signatures appear on following page)**

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the Effective Date.

**LANDLORD:**

**UNIVERSITY MALL PORTWOOD OWNER LLC,**  
a Delaware limited liability company

**UNIVERSITY MALL SOHO OWNER LLC,**  
a Delaware limited liability company

**UNIVERSITY MALL TIC OWNER LLC,**  
a Delaware limited liability company

THE UNDERSIGNED HEREBY EXECUTES ON  
BEHALF OF EACH OF THE THREE FOREGOING  
ENTITIES:

**WITNESSES:**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: MFB Realty LLC,  
a Delaware limited liability company,  
as Manager of each of the foregoing  
three entities

By: \_\_\_\_\_  
Name: Richard Birdoff  
Title: Manager

**WITNESSES:**

*Sandra L Coonan*  
Print Name: Sandra L. Coonan

*Vamecia Nelson*  
Print Name: Vamecia Nelson

**TENANT:**

**IDEA Florida, INC.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A**

### **SITE PLAN**

The dimensions of the Premises described in this Lease are approximate. Landlord makes no representation or warranty to Tenant as to the usable or rentable square footage of the Premises, and reserves the right, at any time during the Term, to have its architect re-measure the Premises and make any and all necessary adjustments to Tenant's Rent. Any adjustment to the Rent payable under this Lease shall commence from and after the date Landlord notifies Tenant of its architect's determination. Until such time that Landlord notifies Tenant as aforesaid of a change, the floor area contained in Section 1.01(b) of this Lease is hereby deemed by the parties hereto to be the floor area contained in the Premises.

The following site plan is for the sole purpose of indicating the approximate location of the Premises within the Shopping Center and shall not be construed as a representation by Landlord of the size and location of the building or buildings within or near the Shopping Center, nor the exact or final location of landscaped items, columns, dividing walls or other architectural, structural, mechanical or electrical elements nor a representation of the existing, continuing or future occupancy of any other tenant or occupant within or near the Shopping Center.

The depiction of the Shopping Center on this **Exhibit A** shall not be a limitation of Landlord's right to remove any structure, or construct additional buildings or structures on the Shopping Center Site or to demolish, amend or modify the Shopping Center (including, without limitation parking), whether connected to the main building or the free standing units, for any commercial, office or any other use.

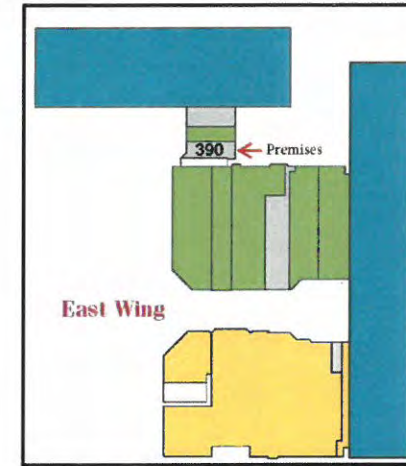
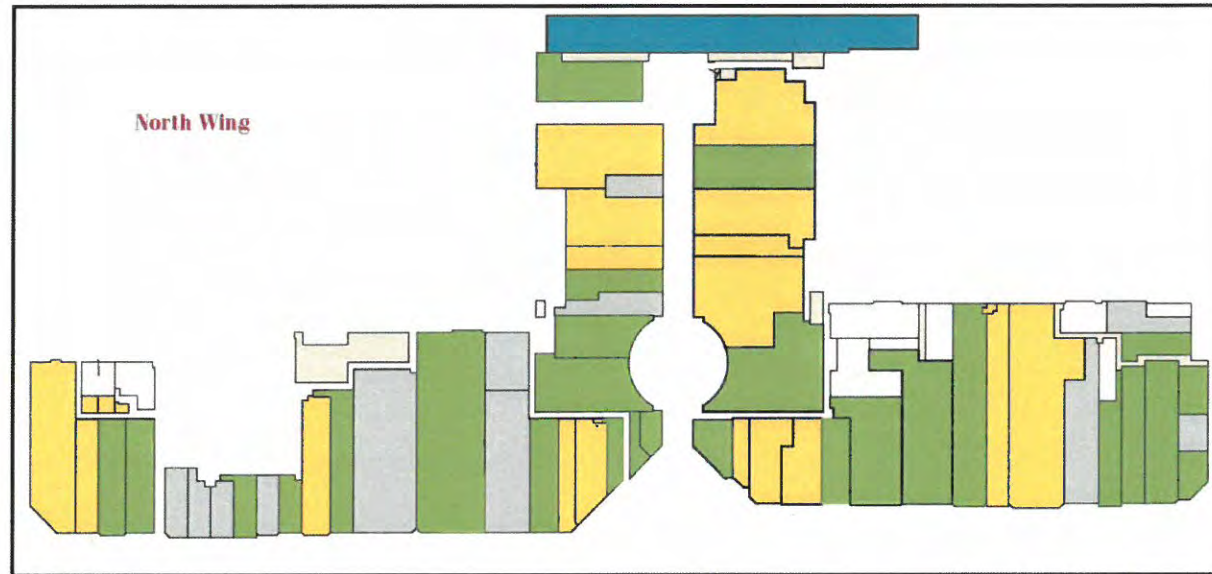
All Common Areas shall be subject to the exclusive control and management of Landlord (or its agent) who expressly reserves without limitation, the right to erect and install within the Common Areas and/or the corridor in the main building and/or in any other area: kiosks, planters, pools, sculptures, free standing buildings and/or other structures.

This **Exhibit A** is comprised of two (2) pages, this cover sheet and the following site plan.

EXHIBIT A - SITE PLAN

# University Mall

E. Fowler Ave. & Bruce B. Downs Blvd.  
Tampa, Florida 33612



390. Premises



**EXHIBIT B**

**SIGN SPECIFICATIONS**

**Storefront Signage Design Criteria (In-Line Tenants)**

Signage is a major visual element to be provided by the Tenant. Imaginative, progressive and creative signage is essential to the success of the Tenant's store. All signage are subject to Landlord's approval. Landlord reserves the right to disapprove any signage that does not comply with attached criteria.

**Signage Requirements:**

- Not to exceed 70% of the width of the storefront
- Letters shall not exceed 18" in height and 5" in depth
- Limited to Licensee trade name (d/b/a) only as defined in the License Agreement
- Registered trademarks and manufactures labels are not allowed
- Signage shall be placed on Licensee's storefront at a minimum of 8'-0" A.F.F.
- Silk-screen signature area may be applied to the interior surface at 3'-0" A.F.F. Verbiage shall be limited to Licensee's name or logo with a maximum letter height of 3"
- All illuminated signs must be fabricated and installed according to national, local building and electrical codes and must bear UL label
- All electrical penetrations through the storefront fascia for sign installation shall use PK housing
- Provide access to transformer and local disconnect
- A time clock shall control and illuminate Tenant's signage during Mall hours
- Interior signs that are visible from outside the Tenant's space must be approved by Landlord
- All signage must be installed as per code
- All wiring, raceways, cabinets, transformers, etc. must be concealed

**Neon Requirements:**

- PK Housings required with neon
- If exposed neon, paint end of PK to match adjacent surface. Provide clear standoffs
- Use no double backs if possible. If double backs are required, keep to a minimum quantity. Paint out to match adjacent surface
- Exposed neon shall be on a rheostat dimmer
- All exposed neon shall be mid-point grounded at each transformer

**Acceptable Sign Types:**

- Exposed single or double stroke neon must have an individual letter Plexiglas background
- Graphic signage is encouraged and shall be located at the food preparation screen wall

**Unacceptable Sign Types:**

- Animated
- Vacuum formed luminous letters
- Can signs
- Box signs
- Foam core

Prior to installation, please email Patrick Murphy at [pmurphy@rdmanagement.com](mailto:pmurphy@rdmanagement.com) the proof of the sign, materials used, and dimensions. This also includes any temporary signage.

**EXHIBIT C**  
**RULES AND REGULATIONS**

Tenant agrees as follows:

1. All deliveries of goods to or from the Premises shall be made only at such times, in the areas, and through the entrances, reasonably designated for such purpose by Landlord.
2. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the reasonable judgment of Landlord are necessary for the proper operation of the Premises and of the Shopping Center.
3. All garbage and refuse shall be kept inside the Building in the kind of container specified by Landlord, and shall be placed outside of the Building only if prepared for collection in the manner and at the times and places specified from time to time by Landlord (and, if required by Legal Requirements, properly separated for re-cycling or other conservation or environmental purposes). In the event that Tenant has been permitted by Landlord to utilize its own dumpster at the Shopping Center for disposal of Tenant's garbage and refuse, all garbage and refuse shall be placed in said dumpster by Tenant and Tenant shall contract with a trash removal company reasonably approved by Landlord for the disposal of all such garbage and refuse placed in Tenant's dumpster. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse and garbage and maintain its and any common loading areas in a clean manner satisfactory to Landlord. If any part of Tenant's business shall consist of the preparation and/or sale of food, including, without limitation, the operation of a restaurant, snack shop or food market, Tenant shall at Tenant's expense place its food scraps and refuse in air-tight or refrigerated containers and shall not place same outside the Building except for the purpose of causing same to be removed immediately thereafter from the Shopping Center. Tenant shall screen same from view.
4. No radio or television aerial or other device shall be erected on the roof or exterior walls of the Building or elsewhere on the Premises, and no roof, wall or other penetrations of any kind shall be made by, under the direction or with the actual or assumed knowledge of Tenant. No loud speakers, televisions, phonographs, radios, tape players or other devices may be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord, nor shall Tenant solicit business or distribute advertising or promotional material in the Common Areas.
5. Notwithstanding anything in this Lease to the contrary, the sidewalks, curbs and other outside areas immediately adjoining the Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant at its cost and expense to the satisfaction of Landlord, and, except as may be expressly set forth herein to the contrary, Tenant shall not place or permit any merchandise or obstruction in such areas.
6. Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by Landlord from time to time. At Landlord's request, Tenant shall furnish Landlord with its and its employees' vehicle license numbers. No vehicles of Tenant or any Tenant Party or any supplier of Tenant shall idle for more than five minutes while in the Shopping Center, nor may same impede traffic within or about the Shopping Center.
7. Tenant, at its expense, shall contract for termite and pest extermination services covering the Premises at such intervals as Landlord may require.
8. Tenant shall not burn any trash or garbage of any kind in or about the Premises, the Shopping Center, or within one mile outside property lines of the Shopping Center.
9. Tenant shall keep any display windows or signs in or on the Premises well-lighted during Tenant's business hours (but in all events during all Business Hours, as defined herein) as well as such hours and days that the Common Areas are lighted by Landlord.
10. Tenant shall keep and maintain the Premises (including, without limitation, exterior and interior portions of all windows, doors, all other glass and the frames therefor and all other Improvements) in a neat, clean and well finished and maintained condition.
11. Tenant shall take no action which would violate Landlord's labor contracts, if any, affecting the Shopping Center, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or any other tenant or occupant in the Shopping Center or with the rights and privileges of any customer or other person(s) lawfully in and upon the Shopping Center. Landlord shall have the right to order Tenant to have pickets removed and, if necessary, to terminate any construction work at any time being performed in or about the Premises, until such time as Landlord shall have given its written consent for the resumption of such work. Tenant shall have no claim for damages of any nature



against Landlord in connection therewith. Tenant shall reimburse Landlord for any costs or expenses (including, without limitation, reasonable attorney's fees) resulting from Tenant's violation of such labor contracts, if any.

12. Tenant shall pay before delinquency all license and permit fees and charges of a similar nature for the conduct of its business in the Premises. Tenant shall store and/or stock in the Premises only such merchandise as Tenant is permitted to offer for sale in the Premises pursuant to this Lease.
13. Tenant shall not conduct or permit any fire, bankruptcy, auction or "going out of business" sale or "lost our lease" sale (whether real or fictitious) in the Premises, or utilize any unethical method of business operation.
14. Tenant shall not perform any act or carry on any practice which may damage, mar or deface the Premises or any other part of the Shopping Center. Tenant shall not place a load on any floor in the Premises, or in any area of the Shopping Center, exceeding the floor load which such floor was designed to carry (*i.e.*, exceeding a floor load that is built in accordance with standard retail construction practices), nor shall Tenant install, operate or maintain therein any heavy item or equipment except in such manner as to achieve a proper distribution of weight. Tenant shall not install, operate or maintain in the Premises or in any other area of the Shopping Center any electrical equipment which does not bear underwriter's approval, or which would overload the electrical system or any part thereof beyond its capacity for proper and safe operation as determined by Landlord. No machine tow motor or gas or propane operated equipment shall be permitted.
15. Tenant shall not install, utilize, introduce, store, display, sell, or distribute any dangerous or environmentally sensitive materials (including, without limitation, fireworks, asbestos (or asbestos containing materials), PCB's, urea formaldehyde, hydrocarbons, CFC's, or the like).
16. Under no circumstances shall Tenant violate any exclusive rights (*i.e.*, rights, if any, of any tenant or occupant to be the only occupant in the Shopping Center to sell any particular product or provide any particular service) now or hereafter granted by Landlord to other tenants or occupants, provided that the foregoing is not intended to prevent Tenant from conducting business for its primary intended use.
17. Tenant shall not use or occupy the Premises or do or permit anything to be done thereon in any manner which shall prevent Landlord and/or Tenant from obtaining at standard rates any insurance required or desired, or which would invalidate or increase the cost to Landlord any such insurance, or which might cause structural injury to the building, or which would violate any present or future laws, regulations, ordinances or requirements of the federal, state, commonwealth, county or municipal governments, or of any departments, subdivisions, bureaus, agencies or offices thereof, or of any other governmental, public or quasi-public authorities now existing or hereafter created having jurisdiction over the Premises or the Shopping Center.
18. Tenant shall not operate within the Premises or in any part of the Shopping Center any coin or token operated vending machine or similar device (including, without limitation, pay telephones, pay lockers, pay toilets, scales, amusement devices or machines for sale of beverages, foods, candy, cigarettes or other merchandise and/or commodities).
19. The parking of trailers anywhere within or about the Shopping Center is strictly prohibited. The foregoing shall not be deemed to prohibit the temporary parking of trucks and trailers at Tenant's loading dock or other areas approved by Landlord solely for the purposes of loading and unloading merchandise therefrom and provided that same is not parked within or about the Shopping Center overnight.
20. Tenant shall not store, keep or use nor permit any Tenant Party to store, keep or use within or outside the Premises any rock salt or rock salt/sand mixture or any other salt compound used for purposes of melting snow and/or ice.
21. Tenant shall furnish Landlord prior to its opening date with current executed copies of all service and/or maintenance contracts required to be carried by Tenant under this Lease and on each anniversary of the opening date (or within five (5) business days after Landlord's written request). Every such contract shall be with contractors licensed to perform the services described in the contracts in the city/state where the Shopping Center is located. Tenant shall not be required to maintain separate contracts for the maintenance and other services described therein, but shall be permitted to combine such maintenance and other services in one or more contracts.

[End of Exhibit]

**EXHIBIT D**

**FORM OF**  
**COMMENCEMENT DATE AND EXPIRATION DATE AGREEMENT**

THIS COMMENCEMENT DATE AND EXPIRATION DATE AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ ("Landlord"), and \_\_\_\_\_, a \_\_\_\_\_ ("Tenant").

**WITNESSETH:**

WHEREAS, Landlord and Tenant entered into a Lease dated \_\_\_\_\_, 202\_\_\_\_, for certain real property (the "**Premises**") located [describe the Premises] (together with any amendments thereto, the "**Lease**";) and

WHEREAS, it is the desire and intent of Landlord and Tenant to clearly define the terms of said Lease.

NOW, THEREFORE, it is agreed by and between Landlord and Tenant that:

1. The Commencement Date (as defined in the Lease) is \_\_\_\_\_, 202\_\_\_\_.
2. The Expiration Date (as defined in the Lease) of the Initial Term of the Lease is \_\_\_\_\_, 2\_\_\_\_.
3. The Lease is in full force and effect and all terms and conditions of the Lease are hereby ratified and confirmed.

Landlord and Tenant agree that this Agreement will not be recorded in any public records, including the real estate records of the county where the Premises are located. This Agreement (i) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, (ii) shall be governed by, and construed in accordance with, the laws of the Commonwealth or State in which the Premises are located, (iii) may not be changed orally, but only by a writing signed by the party against whom enforcement is sought, (iv) may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument and (v) may be executed by facsimile signatures (or by copies of physically signed documents exchanged via email attachments in PDF or equivalent format).

(continued on following page)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Commencement Date and Expiration Date Agreement as of the day and year first above written.

**LANDLORD:**

\_\_\_\_\_

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: **[EXHIBIT ONLY – DO NOT SIGN]**

Name:

Title:

**TENANT:**

\_\_\_\_\_

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: **[EXHIBIT ONLY – DO NOT SIGN]**

Name:

Title:

## **Appendix D**

**IDEA Florida Board  
Action Item D  
October 27, 2020**

**Subject:** Ratification of Amendment to Short-Term Facility Lease with Avesta

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**Proposed Board Action:** For Approval

**Executive Summary:**

THIS FIRST AMENDMENT AND JOINDER TO LEASE AGREEMENT (the "Amendment") dated as of September 21, 2020 (the "Effective Date") is made by and between 5118 56TH LLC D/B/A AVESTA EXECUTIVE CENTER ("Landlord"), and IPS ENTERPRISES, INC., a Texas non-profit corporation ("Original Tenant"), and IDEA FLORIDA INC., a Florida not-for-profit corporation ("Joinder Tenant").

The leased property is located at 5118 N. 56<sup>th</sup> Street, Suite 210, Tampa, Florida. The site will provide office space for regional staff until construction and renovations are complete at the campus sites.

The lease was originally executed between Avesta (Landlord) and IPS Enterprises. The amendment adds IDEA, Florida as an additional tenant of the premises under the terms of the lease.

The original lease had an effective date of August 1, 2020 with a term of 12 months. The proposed amendment will take effect upon execution of all parties and will not alter the term of the lease.

The annual budget adopted by the Board at the August 2020 meeting included the cost of the lease. In order to ensure timely execution of the lease amendment and access to the property, Board Chair Traviesa executed the lease amendment in September.

---

**Supporting Documentation:** First Amendment and Joinder to Lease Agreement

**Presenter:** Melissa Huffman, Regional Director of Operations, IDEA Tampa



## FIRST AMENDMENT AND JOINDER TO LEASE AGREEMENT

**THIS FIRST AMENDMENT AND JOINDER TO LEASE AGREEMENT** (the "*Amendment*") dated as of September 21, 2020 (the "*Effective Date*") is made by and between **5118 56<sup>TH</sup> LLC D/B/A AVESTA EXECUTIVE CENTER** ("*Landlord*"), and **IPS ENTERPRISES, INC.**, a Texas non-profit corporation ("*Original Tenant*"), and **IDEA FLORIDA INC.**, a Florida not-for-profit corporation ("*Joinder Tenant*").

### WITNESSETH:

**WHEREAS**, Landlord and Original Tenant entered into that certain Lease Agreement dated as of August 1, 2020 (the "*Lease*"), pursuant to which Landlord leases to Original Tenant, and Original Tenant leases from Landlord, certain premises located at 5118 N. 56<sup>th</sup> Street, Suite 210, Tampa, Florida (the "*Premises*"); and

**WHEREAS**, at the request of Original Tenant and Joinder Tenant, the parties desire to amend the Lease to add Joinder Tenant as an additional "Tenant" of the Premises under the terms of the Lease, such that Original Tenant and Joinder Tenant will each be entitled to use of the Premises as the "Tenant" under the terms of the Lease and will each be jointly and severally responsible for the performance of the obligations of "Tenant" under the terms of the Lease.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements set forth herein and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Original Tenant and Joinder Tenant hereby agree as follows:

1. **Incorporation of Recitals and Defined Terms.** The foregoing recitals are hereby incorporated into this Amendment and made a part hereof as though set forth herein. Any term used herein which is not specifically defined herein shall have the meaning ascribed thereto in the Lease.
2. **Joinder.** Joinder Tenant hereby irrevocably, absolutely and unconditionally joins in and becomes a party to the Lease as a "Tenant" thereunder, agrees and consents to the representations, warranties, terms, covenants and provisions of the Lease, agrees to be bound thereto, with the same force and effect as if originally a "Tenant" party thereto, and guarantees to Landlord the payment of all sums due thereunder by Tenant.
3. **Joinder Tenant as Additional Tenant.** The parties acknowledge and agree that, as of the Effective Date of this Amendment, each of Original Tenant and Joinder Tenant shall constitute the "Tenant" under the terms of the Lease, jointly and severally, and all references in the Lease to "Tenant" shall mean each of Original Tenant and Joinder Tenant, jointly and severally.
4. **Notices.** Notices to Joinder Tenant shall be sent to Joinder Tenant via the same address provided in the Lease for notices to Original Tenant.
5. **Brokers.** Original Tenant and Joinder Tenant do hereby represent that no real estate brokers are involved in the negotiation and execution of this Amendment. Original Tenant and Joinder Tenant shall indemnify Landlord from any and all liability for Tenant's breach of the foregoing.
6. **Ratification of Amended Lease.** Except as otherwise modified or amended by this Amendment, all other terms and conditions of the Lease shall remain unmodified, unamended, and in full force and effect and the Lease shall continue to be and remain in full force and effect in accordance therewith. In the Lease, or any instrument, document or other consideration executed or delivered in connection therewith, any reference to the "Lease," shall be deemed and construed to be a reference to the Lease as amended hereby.

In the event of a conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control.

7. **No Defaults.** Neither Original Tenant nor Joinder Tenant has any knowledge of any default by Landlord of any of the terms or conditions of the Lease (as amended) as of the Effective Date, and knows of no facts which, given the passage of time, would constitute a default by Landlord under the Lease.

8. **Entire Agreement.** This Amendment and any attachments hereto set forth all of the covenants, promises, agreements, conditions and understandings between Landlord, Original Tenant and Joinder Tenant concerning the transactions contemplated herein and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord, Original Tenant or Joinder Tenant other than as are herein set forth.

9. **Execution Authority.** Each of the individuals signing this Amendment on behalf of Original Tenant and Joinder Tenant represents and warrants that he or she has the full power and authority to do so and that upon such execution, Original Tenant and Joinder Tenant, as applicable, shall be fully bound by each and every provision of the Lease, as hereby amended.

10. **Counterparts; Facsimile.** This Amendment may be executed in any number of identical counterparts, all of which, when taken together, shall constitute the same instrument. A copy of the executed Amendment (in electronic form or otherwise) shall be deemed an original for all relevant purposes. The exchange of copies of the executed Amendment by electronic mail or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document shall constitute effective execution and delivery of this Amendment. Signatures of any parties hereto transmitted electronically shall be deemed to be their original signatures for all purposes.

*{Signatures appear on following page}*

IN WITNESS WHEREOF, Landlord, Original Tenant and Joinder Tenant have executed this Amendment as of the Effective Date.

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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Signature

\_\_\_\_\_  
Printed Name

WITNESSES:

*Adam Miller*

\_\_\_\_\_  
Signature

Adam Miller

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

“LANDLORD”

**5118 56<sup>TH</sup> LLC D/B/A AVESTA EXECUTIVE CENTER**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

“ORIGINAL TENANT”

**IPS ENTERPRISES, INC.**, a Texas non-profit corporation


Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

“JOINDER TENANT”

**IDEA FLORIDA INC.**, a Florida not-for-profit corporation

Signature: 

Printed Name: A. Trey Traviesa

Title: \_\_\_\_\_

**LEASE AGREEMENT**~~7/14/2020~~*ML 1<sup>st</sup> of August 2020*

THIS LEASE AGREEMENT ("Lease") is entered into this \_\_\_\_ day of \_\_\_\_ 2020, ("Effective Date")  
by and between

**5118 56<sup>th</sup> LLC dba AVESTA EXECUTIVE CENTER ("Landlord")**

and

**IPS ENTERPRISES, INC., a Texas-non profit corporation ("Tenant")** (collectively "**Parties**").

**WHEREAS**, Landlord is the owner of certain real property and improvements as are hereinafter defined;  
and

**WHEREAS**, Tenant desires to lease the real property and improvements from Landlord.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises set forth herein,  
Landlord and Tenant agree as follows:

**1. Premises.** Landlord hereby leases unto Tenant certain real property located at 5118 N. 56<sup>th</sup> Street, **SUITE 210** in the city of Tampa, county of Hillsborough, state of Florida, which is more particularly described as approximately **758** leasable square feet ("**Premises**"). The Premises is located within a commercial office building known as the Avesta Executive Center ("**Executive Center**"). The Premises is shown in **Exhibit "A"** attached hereto. The Executive Center has a total enclosed square footage of 44,672 SF ("**Enclosed Square Footage**"), comprised of a common area of 9,014 SF ("**Common Area**") and 35,658 SF of "**Executive Suite Space**".

**2. Term.** The initial term of this Lease shall commence on the Effective Date (as hereinafter defined) and shall terminate **TWELVE (12) full calendar months** after the Effective Date ("**Initial Term**").

**3. Renewal.** So long as Tenant is not in default of this Lease, Tenant shall have the right but not the obligation to renew this Lease for ONE (1) additional term of TWELVE (12) calendar months (the "**Renewal Term**") by delivering written notice of the exercise thereof to Landlord no sooner than twelve (12) months, but not later than SIXTY DAYS (60), before the expiration of the Initial Term.

During the Renewal Term, this Lease shall continue upon the same terms, covenants and conditions as in the Initial Term except that the Rent (as hereinafter defined) due to Landlord during the Renewal Term shall be as set forth in Section 4.

"**Term**" as used herein shall mean and refer to the Initial Term and the Renewal Term.

**4. Rent.** Beginning on the date that the Tenant accepts possession of the Premises ("**Rent Commencement Date**"), Tenant shall pay the following to Landlord, Rent, as defined herein, which includes the "**Common Area Allocation**". The Common Area Allocation is the annual Premises price per square foot multiplied by the Common Area Factor. The "**Common Area Factor**" is the ratio generated using the Premises square footage as the numerator and the Executive Suite Space as the denominator, multiplied by the Common Area square footage. Term Rent, Common Area Allocation, and all other fees, taxes and charges due under this Lease are, collectively, "**Rent**".

Rent for a given Term is payable without notice or demand at the commencement of such Term, but may, for the sake of convenience, be paid in monthly installments pursuant to the "**Monthly Rent Schedule**", attached hereto as **Exhibit "B"**, which is inclusive of all charges other than taxes and insurance, the payment of which is also included as Rent. Tenant shall pay the installments specified in the Monthly Rent Schedule to Landlord in advance on the first day of each calendar month. Should an Event of Default

occur, Landlord may, in its sole discretion and in addition to any other rights Landlord may have under the Lease, choose to no longer accept installments under the Monthly Rent Schedule, in which case all Rent for the remainder of the Term shall become immediately due and payable without notice or demand.

Late Rent payments, including but not limited to installment payments of Rent pursuant to the Monthly Rent Schedule, are subject to a \$75 late fee (or 5% of the installment, whichever is greater). Notwithstanding the foregoing, Tenant will be afforded one (1) written notice from Landlord to cure Tenant's failure to pay timely Rent (the "**Rent Notice**") within five (5) days of receipt of the Rent Notice per calendar year before any late payment may be assessed by Landlord.

If the Rent Commencement Date is other than the first day of a calendar month, the Rent for the first month of the Initial Term shall be prorated and shall be tendered to Landlord on the Rent Commencement Date, along with (I) the first full calendar month's rent pursuant to the Monthly Rent Schedule and (II) the Security Deposit.

Tenant's obligation to pay Rent is contingent upon Tenant's right to occupy the Premises beginning on the Rent Commencement Date, or the commencement of any Term. Except as set forth herein, Tenant's obligation to pay Rent is absolute unless Tenant cannot occupy or open for business due to any act of Landlord or failure to act by Landlord.

In the event Tenant renews this Lease as provided for in Section 3 of this Lease, the monthly Rent during the Renewal Term shall be as follows:

- a. The monthly Rent payable during the Renewal Term shall be at the prevailing rental rate, at the commencement of the Renewal Term, for space of equivalent size, quality, utility, and location in Hillsborough County, Florida, taking into account all relevant factors including, but not limited to, the length of the Renewal Term and the credit standing of the Tenant ("**Market Rate**"), but in no event shall the Market Rate be an increase exceeding ten percent (10%). Provided, however, that Rent payable during any year of the Renewal Term shall in no event be less than the Rent payable hereunder during the last year of the Term prior to the commencement of the Renewal Term;
- b. Tenant shall have no further renewal options unless expressly granted by Landlord in writing; and
- c. Landlord shall lease to Tenant the Premises in its then-current condition.

Upon notification from Tenant of the exercise of a renewal option, Landlord shall within ten (10) days thereafter notify Tenant in writing of the proposed Market Rate applicable to the Renewal Term in question; Tenant shall, within five (5) days following receipt of such notice from Landlord, notify Landlord in writing of the acceptance or rejection of the proposed Market Rate. If Tenant fails to respond to Landlord's designation of Market Rate with said five (5)-day period, Tenant shall be deemed to have accepted Landlord's designation of Market Rate of all purposes. If Tenant rejects Landlord's proposed Market Rate, Tenant and Landlord shall mutually agree on the selection of an appraiser to prepare an appraisal listing the fair market rental value for the Premises and shall equally split the cost of such appraisal. In the event that Tenant and Landlord cannot mutually agree on the selection of an appraiser, then Tenant shall select an appraiser and Landlord shall select an appraiser and the two appraisers shall select a third appraiser (the "**Third Appraiser**"), which Third Appraiser shall determine the fair market rental value for the Premises and shall prepare a written appraisal to be provided to the parties. In no event shall the Rent decrease during the Renewal Term regardless of the value listed in any appraisal. In the event the foregoing logistics are not complete on or before the expiration date of the Initial Term, then Tenant's right to renew the Lease for the Renewal Term shall automatically terminate and the Lease shall automatically terminate.

**5. Security Deposit.** Tenant, on or before the Rent Commencement Date, will deposit with Landlord \$1,000.00, as a Security Deposit for this Lease, which shall be held and used by Landlord in general funds without liability for interest and as security for the performance by Tenant of Tenant's covenants and



obligations under this Lease. Upon an Event of Default, Landlord may use the Security Deposit for the payment of any arrearage of Rent or for any other such purpose necessary to mitigate its damages due to Tenant's default. Upon such application, Tenant shall pay to Landlord the amount so applied to restore the Security Deposit to the amount specified above. If Landlord transfers this Lease, Landlord may also transfer the Security Deposit to its successor-in-interest and shall have no further liability for the return of such Security Deposit, provided the transferee has provided its written acceptance of the obligations of this Section 4 of the Lease. Any unused portion of the Security Deposit must be returned to Tenant promptly following the expiration of this Lease.

**6. Use of Premises.** Tenant shall have the right to use and occupy the Premises for GENERAL OFFICE AND ADMINISTRATIVE SERVICES and other uses incidental thereto, subject to the **Building Rules and Regulations**, attached hereto as **Exhibit "C"**. Trade name known to the general public, if different than Tenant's name, will be IPS ENTERPRISES, INC. Tenant may not use the Premises for any other purpose without prior written approval of Landlord.

**7. Quiet Enjoyment.** Landlord warrants to Tenant that Landlord has good title to the Premises free and clear of all liens and encumbrances, except as set forth herein, and that Landlord may rightfully enter into this Lease. Landlord shall protect, defend, and indemnify Tenant against any interference with Tenant's use and quiet enjoyment of the Premises.

**8. Taxes.** Beginning on the Rent Commencement Date, Tenant shall be responsible for the payment of the following: (1) Florida Sales Tax, at the then-current rate; (2) all taxes assessed upon any of Tenant's personal property located on the Premises or at the Executive Center.

**9. Tenant's Insurance.** Beginning on the Rent Commencement Date, Tenant shall at all times during the Initial Term and any Renewal Term, secure and maintain from a licensed insurance company a commercial general liability insurance against claims for personal injury, death or property damage occurring in, on or about the Premises or sidewalks or areas adjacent to the Premises to afford protection to the limit of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate limits. Such insurance may be covered under a blanket policy covering the Premises and other locations of Tenant or its general partner or the general partner's parent or an affiliate corporation. Coverage must include blanket contractual liability, broad form property damage liability, and must contain an exception to any pollution exclusion which insures damage or injury arising out of heat, smoke, or fumes from a hostile fire. Such insurance must be written on an occurrence basis and contain a standard separation of insureds provision. Tenant must also secure and maintain a business auto liability policy that insures against bodily injury and property damage claims arising out of the ownership, maintenance, or use of "any auto," and provide coverage of no less than \$1,000,000 per accident. Tenant must also secure and maintain umbrella excess liability insurance, on an occurrence basis, that applies excess of required commercial general liability, business auto liability, and employers' liability policies that insures against bodily injury, property damage, personal injury and advertising injury claims with a limit of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate. All policies required to be carried by Tenant are subject to the following:

- a. Such insurance shall name Landlord, Landlord's trustees, beneficiaries, mortgagees, managing agents, and their respective officers, directors, agents and employees, as additional insured parties.
- b. Such insurance shall be primary coverage without right of contribution by any similar insurance that may be maintained by Landlord.

- c. Tenant shall deliver a certificate of insurance reflecting the required coverage to Landlord upon written request within three (3) business days of the receipt of such notice. If Tenant fails to provide evidence of insurance as herein required, then ten (10) days after Landlord sent written request to Tenant as described herein, Landlord may, at its sole discretion, obtain such coverage, with all charges to Tenant and immediately payable to Landlord as Rent.
- d. Nothing in this provision shall limit Tenant's liability or relieve Tenant of any obligation relating to any incident leading to a claim under such insurance.
- e. All deductibles for required policies are the sole responsibility of the Tenant.
- f. Tenant will not do or permit anything to be done that will endanger or invalidate the coverage required herein.
- g. Landlord, in its reasonable discretion, may change the insurance policy limits and requirements at any point during the Initial Term or any Renewal Term.

**10. Landlord's Insurance.** Landlord agrees to maintain "all-risk" insurance on the Executive Center at replacement cost, excluding foundations and excluding the items that Tenant is required to insure under Section 9.

**11. Waiver of Subrogation.** Any policy or policies of insurance procured by Landlord or Tenant, covering direct or indirect property loss, shall include a waiver of subrogation clause from their respective insurers which establishes a waiver of the insurer's subrogation against Landlord or Tenant, as the case may be, for any property loss (real/personal property or improvements/betterments) caused by the other.

**12. Utilities, Services and Maintenance by Landlord.** Landlord shall provide Tenant with the following:

- a. Hot and cold water at those points of supply provided for general use in the Premises and the Executive Center.
- b. Electrical current to the Premises, provided that Tenant's use of the electricity does not exceed, either in voltage, rated capacity, or overall load deemed by Landlord or governmental entity to be building grade necessary for general office purposes. If Tenant requires or desires to consume electricity exceeding this amount, Landlord may, at its sole discretion, to refuse to allow such usage or may consent upon such conditions as Landlord desires (including requiring submeters to be installed at Tenant's expense), with Tenant bearing all costs and expenses associated with the excess electricity usage.
- c. All building grade fluorescent and incandescent bulbs for existing fixtures in the Executive Center and the Premises, or such other fixtures that Landlord may, from time to time, install and replace.
- d. Such maintenance and electric lighting service for the Executive Center and the Premises deemed by Landlord to be routine.
- e. Central heat and air conditioning at such temperatures and in such amounts as are considered by Landlord to be standard or as required by governmental authority. Such shall be provided during "Normal Business Hours" (as defined in the Building Rules and Regulations), unless Tenant and Landlord separately agree for additional service to be provided according to the Building Rules and Regulations. Landlord agrees to provide, at Tenant's sole cost and expense, central heat and air conditioning to the Premises outside Normal Business Hours upon five (5) days' written request.
- f. If Tenant installs equipment at the Premises that, in the reasonable opinion of Landlord, produces enough heat to require additional or supplemental air conditioning, or if Tenant shall desire the same, then Landlord may, at its option, design and install (or cause to be designed and installed

subject to Landlord's approval) a supplemental air conditioning system, and charge the expense of same to Tenant, which may also include a reasonable administration charge. Tenant will be responsible, at its sole cost, to repair and maintain the supplemental air conditioning system in good working condition throughout the Lease Term. All systems and equipment installed shall be deemed fixtures to the Executive Center upon installation, provided that, at Landlord's request, Tenant shall remove such the supplemental air conditioning system at the expiration of this Lease and repair any associated damage done to the Executive Center, with Tenant bearing the cost of such removal and repair.

- g. The failure to furnish any of the above services, or the complete or partial interruption or termination of same, whether due to the actions or inactions of any utility provider or Landlord in whole or in part, shall not constitute Landlord's default of this Lease and shall not be construed as an eviction of any sort, and in no event shall Tenant be entitled to setoff or abatement of Rent, or relieved from any of Tenant's obligations pursuant to this Lease.
- h. Except as explicitly provided in this Lease, Landlord shall not be required to perform any maintenance or make any repairs to the Premises, provided, that Landlord shall be obligated to maintain and repair the Common Area, the roof and structural portions of the Premises and/or Executive Center, including the standard plumbing, air conditioning, heating and electric systems and also including the parking lot and access drives.

**13. Maintenance, Alterations and Improvements by Tenant.** Tenant shall maintain and repair, upon written approval from Landlord and using Landlord's preferred vendors, at Tenant's own cost the interior of the Premises and upon expiration or termination of this Lease shall deliver the Premises to Landlord in substantively equivalent condition as existed on the Rent Commencement Date, except as expressly provided herein and wear and tear excepted. Tenant will, at its own cost, repair or cause to be repaired after receiving written approval from Landlord and using Landlord's preferred vendors, any damage to the Executive Center or the appurtenant grounds, including replacement of damaged portions of items, caused by Tenant, Tenant's agents, employees, invitees or visitors, such that the Executive Center is returned to a substantively equivalent condition as existed on the Rent Commencement Date, wear and tear excepted.

Any material alterations, additions, or improvements made by or on behalf of Tenant ("**Tenant Alterations**"). All plans and specifications, including change orders, are subject to Landlord's prior written consent. Landlord may monitor construction of Tenant Alterations. Landlord's review of Tenant Alterations shall be for Landlord's benefit alone, and Landlord shall have no duty associated with such plans and/or construction. Tenant Alterations shall comply with applicable laws, codes, and regulations and shall be constructed in a good and workmanlike manner by contractors acceptable to Landlord using materials of acceptable grade in the industry. Before engaging a contractor, Tenant shall submit the bids to Landlord, who will have the right to approve Tenant's contractor and all subcontractors, which approval shall not be unreasonably withheld.

Any additions, changes, or supplements to the plans and specifications of approved Tenant Alterations shall be subject to the same requirements and conditions as the original Tenant Alterations.

Notwithstanding the foregoing, the following improvements and alterations shall not be considered Tenant Alterations:

- a. Tenant, at Tenant's expense, shall be responsible for all internet, networking, telephone, and television connections, cables, wires, and associated hardware needed for the Premises. Such equipment shall be installed and operated in compliance with laws and governmental regulations and shall not interfere with the ability of Landlord or the ability of Landlord's tenants that occupy space adjacent to the Premises to receive radio, television, telephone, microwave or other signals or frequencies of any sort that are transmitted through the air or atmosphere.
- b. Tenant, at its own cost and expense, may erect such shelves, bins, and trade fixtures as it desires. Tenant may remove such improvements and fixtures when it vacates the Premises. However, except as provided herein Tenant shall not be required to remove any such improvements or fixtures and Tenant's failure to do so within five (5) days after the expiration of the Term of this Lease shall be deemed to be an abandonment thereof whereby the same shall become part of the real estate with title thereto vesting in Landlord.

**14. Fire or Casualty.** If the Premises or the Executive Center are taken or destroyed in whole or in part by fire or other casualty such that rebuilding cannot be completed and ready for occupancy sixty (60) days following such damage, then either Landlord or Tenant, by written notice to the other Party delivered within thirty (30) days following such damage, may terminate this Lease. In such event, Rent shall be abated in proportion to the portions of the Premises (and use of the parking facilities, if any), which are rendered untenable by fire during the unexpired portion of the Term then in effect. Additionally, the Rent shall abate on a fair and equitable basis during the period of restoration for loss or reduction of Landlord services provided hereunder. If repairs or reconstruction can, in the opinion of Landlord or a general contractor selected by Landlord, be completed within sixty (60) days, or should the Landlord and Tenant choose to not terminate the Lease, then Landlord shall commence or cause to commence, the necessary repairs to the Premises and/or the Executive Center using reasonably diligence to restore the Premises and/or Executive Center to at least substantially similar condition as existed before such fire or casualty, or on the Rent Commencement Date.

**15. Eminent Domain.** If any portion of the Premises or the Executive Center shall be taken by right of eminent domain, Tenant shall have the right, at its discretion, to terminate this Lease and be relieved from further liability hereunder. Should Tenant elect not to terminate this Lease, the rent due during the remainder of the Term shall be reduced in proportion to the area taken and/or reduction in services, effective on the date physical possession is taken by the condemning authority. Following such taking, Landlord shall, with all due diligence and at its own cost and expense, make all necessary repairs and alterations required to make the remaining portion of the Premises an architectural whole. All compensation awarded for such taking shall be allocated in accordance with the Landlord's and Tenant's respective interest therein.

**16. Tenant's Default.** Each of the following events shall be deemed to be an event of default of Tenant hereunder (each of which is sometimes referred to herein as an "Event of Default"):

- a. Failure of Tenant to pay Rent, or an installment of Rent pursuant to the Monthly Rent Schedule, when due when such failure shall continue for five (5) days after written notice to Tenant; however, no notice shall be due from Landlord and Tenant shall immediately be in default if Tenant fails to timely make two (2) consecutive installments of Rent pursuant to the Monthly Rent Schedule or fails to timely pay four (4) rent installments pursuant to the Monthly Rent Schedule during a given Term.
- b. Failure of Tenant to observe or perform any other covenant, term or condition set forth in this Lease or the Building Rules and Regulations when such failure continues for a period of ten (10) days

from the date of written notice thereof from Landlord to Tenant; provided, however, if such failure cannot through the exercise of reasonable diligence be cured within such ten (10) days, an Event of Default shall not be deemed to have occurred under this Section so long as Tenant commences its curative efforts within such ten (10)-day period and diligently prosecutes same to completion;

- c. Tenant shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or Tenant shall commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or Tenant shall take any corporate action to authorize, or in contemplation of, any of the actions set forth above;
- d. Any case, proceeding or other action against the Tenant shall be commenced seeking to have an order for relief entered against it as debtor or to have it adjudicated a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof, or (ii) shall remain undismissed for a period of thirty (30) days;
- e. Tenant's deserting, vacating, or abandoning any substantial portion of the Premises for a period exceeding fourteen (14) consecutive days
- f. Mortgaging, pledging, or encumbering its interest in the Premises;
- g. Unauthorized assignment or subletting, whether explicit or by operation of law;
- h. Seizure, impounding, or sequestration of any goods or chattels incident to Tenant's business in the Premises by virtue of legal proceedings; or
- i. Any other failure or default of Tenant to perform any provision of this Lease that cannot be cured under Section 16(b).

**17. Landlord's Remedies.** Should any Event of Default occur, Landlord may elect to do any of the following:

- a. Terminate the Lease and immediately re-enter and retake possession of the Premises on behalf of Tenant under such terms as Landlord deems are in the best interest of reducing Tenant's liability. Tenant shall remain liable for all Rent and for all damages suffered by Landlord due to Tenant's breach of the Lease;
- b. Declare the Lease to be terminated, null, and void and re-enter and retake possession of the Premises, whereupon all right, title, and interest in Tenant in the Premises shall end;
- c. Accelerate the Rent or revoke the Tenant's right to make installment payments pursuant to the Monthly Rent Schedule and declare the entire amount of unpaid Rent for the remainder of the Term immediately due and payable by Tenant, and take legal action to recover the same.

No re-entry or repossession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless written notification be issued by Landlord, and in no event shall Landlord's action, inaction, or forbearance following an Event of Default be construed or interpreted as a waiver of the Event of Default or any resulting right or remedy Landlord has due to such Event of Default. If Landlord incurs any expenses or fees, including reasonable legal fees, through its re-entry or repossession of the



Premises or if Landlord commences any proceeding or legal action to enforce this Lease, such expenses or fees, including reasonable legal fees, shall be immediately payable by Tenant as additional Rent.

**18. Landlord's Default.** If Landlord fails to perform any of its obligations hereunder within fifteen (15) days after written notice from Tenant specifying in detail such failure, and giving an opportunity for the failure to be cured within thirty (30) days. If the failure cannot be corrected, through the exercise of reasonable diligence, within such thirty (30)-day period, if Landlord does not commence to correct same within such thirty (30)-day period and thereafter diligently prosecute same to completion, Tenant's sole and exclusive remedy shall be (i) an action for damages, or (ii) if such failure can be cured by the payment of money, Tenant shall have the right to cure such failure on behalf of Landlord and, in connection therewith, expend such reasonable sums as are reasonably necessary to cure such failure. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. In the event Tenant exercises its rights under clause (ii) of this Section, then Landlord agrees to reimburse Tenant for all reasonable sums so expended by Tenant in curing any such failure of Landlord; provided, however, if Landlord fails to so reimburse Tenant within thirty (30) days after such request for payment, Tenant may deduct such amounts from its monthly installments until the full amount has been satisfied (provided that in no event shall the amount so deducted from any individual monthly installment of Rent exceed ten percent (10%) of such monthly installment). In no event shall Tenant have the right to offset or deduct any sums or damages which are owed by Landlord to Tenant against amounts that are owed by Tenant to Landlord hereunder except as provided in the preceding provisions of this Section. In the event of the transfer and assignment by Landlord of its interest in this Lease and/or sale of the Executive Center, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to Landlord's successor-in-interest for performance of such obligations or remedy for any cause of action or omission occurring after the date of assignment, however, Landlord shall not be released from any obligation and/or liability for causes of action or omissions that occur before the date of such assignment.

**19. Assignment and Subletting.** Tenant shall not sublease the Premises or any portion thereof or assign the Lease without first receiving Landlord's written consent, which shall not be unreasonably withheld. For purposes of the Lease, any sale or transfer of capital stock of the Tenant or, if Tenant is a natural person, Tenant's business occupying the Premises under the trade name specified in Section 6, including redemption or issuance of additional stock of any class, to the extent that Tenant loses control of the business will be deemed an assignment of the Lease and is prohibited. Notwithstanding the foregoing, Tenant may assign its entire interest under this Lease or sublet the Premises to any entity controlling or controlled by or under common control with Tenant.

If Tenant assigns this Lease, Tenant shall continue in its obligations under the Lease, including, but not limited to, the payment of Rent. Consent by Landlord to such assignment will not relieve Tenant of these obligations, unless otherwise expressly agreed in writing between the Parties. All monies received following an approved assignment or subletting shall be payable by Tenant to Landlord, it being the Parties' intention that Landlord, and not Tenant, shall be the Party to receive any profit from assignment or subletting of the Premises.

If an Event of Default occurs Tenant shall have no rights under this Section without first receiving the express separate written consent of Landlord.

**20. Holding Over.** If Tenant remains in possession of the Premises after the expiration of the Initial Term (or any Renewal Term hereof) without the execution of a new lease and in the absence of good faith

negotiations for a renewal of the Lease, such holding over will be deemed to have created and be construed as a tenancy from month-to-month terminable on thirty (30) days written notice by either party to the other, subject to all the other conditions, provisions, and obligations of the Lease insofar as the same are applicable to a month-to-month tenancy including, without limitation, the payment of Rent at double the amount of the last monthly Rent installment under this Lease.

**21. Hazardous Materials.** Landlord warrants and represents that the Premises and the Executive Center (collectively referred to as the Property) are in compliance with environmental laws and regulations. Prior to delivering possession of the Premises to Tenant, Landlord shall remove any hazardous materials from the Property including, without limitation, asbestos or asbestos containing materials and mold or materials where mold is present. Landlord will indemnify and hold Tenant harmless from loss relating to any hazardous materials. Tenant will hold Landlord harmless from loss for any hazardous materials present on the Premises after the Effective Date as a result of Tenant's gross negligence or willful misconduct. As used herein, "hazardous material" means any substance that is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the state in which the Premises is located, or the United States government or poses a threat to human health or the environment, any and all material and substances which are defined as "hazardous waste", "toxic substances" or a "hazardous substance" pursuant to state, federal or local governmental law, including, but is not restricted to, asbestos, polychlorobiphenyls ("PCBs") and petroleum.

**22. Condition of Premises and Executive Center.** Landlord warrants and represents that upon delivery and throughout the Term of this Lease, the Premises and Executive Center will be and Landlord will maintain the same in sound condition, with all of Landlord's Work (if any) complete and in compliance with all applicable federal, state and local codes and that the structural elements, roof and building systems of the Executive Center along with the Premises will be seismically and otherwise sound and will meet all applicable federal, state and local codes, including but not limited to the Americans with Disabilities Act.

**23. Attorney's Fees.** In connection with any litigation arising out of this Lease, the prevailing party, Tenant or Landlord, shall be entitled to recover all costs incurred, including reasonable attorney's fees.

**24. Liens.** Each party represents to the other that it has complete authority to enter into this transaction. Landlord further warrants to Tenant that Landlord owns the land and Executive Center in fee simple, free and clear of all liens and encumbrances of every kind and nature, except for those listed below: Name of

Lienholder

Type of Lien

Florida Community Bank

Mortgage

**25. Subordination and Estoppel Certificate.**

(a) In consideration for the execution of this Lease by Landlord, Tenant accepts this Lease subject to any and all liens, encumbrances, mortgages, security interests that may now or hereafter constitute a lien upon the Executive Center or the land upon which it is situated, provided the Lease shall remain in effect and the rights of Tenant hereunder shall not be affected or modified by foreclosure or the exercise of any other right or remedy by any mortgagee so long as Tenant shall not be in default under this Lease beyond any applicable notice and cure period. Although no writing shall be necessary to effectuate such subordination, Tenant shall, upon Landlord's demand, to execute any documents that may be requested to confirm the superior interest of any such lien or lienholder. If Landlord desires to

subject its interest in the Premises, or any part thereof, to any one or more mortgages, deeds of trust, deeds to secure debt or similar security instrument, Landlord shall use commercially reasonable efforts to deliver to Tenant an for the benefit of Tenant on terms reasonably and mutually agreeable to Tenant, Landlord and Landlord's lienholder to be executed by Tenant, Landlord and Landlord's lienholder within thirty (30) days of Landlord's request.

(b) At any time, and from time to time, upon the written request of Landlord, Tenant, within fifteen (15) days of the date of such written request, agrees to execute and deliver to Landlord, without charge and in a form satisfactory to Landlord, a written statement certifying such reasonable, truthful and accurate matters regarding this Lease as may be requested, including, but not limited to confirmation of commencement and expiration dates and rental amounts and confirming the status of the Lease. The failure of such party to execute, acknowledge and deliver to the Landlord (or to a mortgagee) a statement in accordance with the provisions set forth above within the said fifteen (15) day period shall constitute acknowledgment by Tenant which may be relied upon by any person holding or intending to acquire any interest whatsoever in the premises that this Lease had not been assigned, amended, changed, or modified, is in full force and effect and that the rent has been duly and fully paid not beyond the respective due dates immediately preceding the date of the request of such statement.

**26. Waiver of Liability and Indemnity.** Tenant shall save Landlord harmless and indemnify Landlord from all injury, loss, claims or damage to any person or property while on the Premises, except to the extent caused by the willful acts or omissions or sole negligence of Landlord, its employees, agents, licensees or contractors. Tenant shall maintain, with respect to the Premises, insurance as provided in Section 9. Landlord shall save Tenant harmless and indemnify Tenant from all injury, loss, claims or damage to any person or property while at the Executive Center and/or Common Area (other than the Premises), except to the extent caused by the willful acts or omissions or sole negligence of Tenant, its employees, agents, licensees or contractors. Landlord shall maintain, with respect to the Executive Center and Common Area, insurance as provided in Section 10.

**27. Recording.** This Lease shall not be recorded without Landlord's written consent.

**28. Notices.** Any notice, report, statement, approval, consent, designation, demand or request to be given under this Lease shall be effective when made in writing and either (i) delivered in person by a Party or their authorized agent to the other Party or its authorized agent, or (ii) deposited for mailing with the United States Postal Service or with a recognized overnight delivery service and addressed to Landlord or Tenant at the following addresses:

**LANDLORD: 5118 56<sup>th</sup> LLC**  
 5118 N. 56<sup>th</sup> Street  
 Tampa, FL 33610  
 (813) 444-1600  
[Newoffice@avesta.com](mailto:Newoffice@avesta.com)

**TENANT: IDEA Public Schools**  
 2115 West Pike Blvd.  
 Weslaco, Texas 78596  
 Phone: (956) 377-8046  
 Email: [wyatt.truscheit@ideapublicschools.org](mailto:wyatt.truscheit@ideapublicschools.org)  
 ATTN: Wyatt Truscheit

**29. Miscellaneous.**

- a. Time is of the Essence. Time is of the essence in this Lease and in all of its provisions in which performance is a factor; and in case Tenant shall fail to perform the covenants on its part at the time fixed for the performance of such covenants, Landlord may declare Tenant in default.
- b. Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of Landlord, Tenant and their respective successors and assigns.
- c. Governing Law. This Lease shall be construed under the laws of the State of Florida, and venue shall hold exclusively in a court of competent jurisdiction in Hillsborough County, Florida.
- d. Merger Clause. This Lease contains the entire agreement between Landlord and Tenant regarding the Premises which are the subject of this Lease and may only be altered by a written agreement executed by both Landlord and Tenant.
- e. Severability. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.
- f. Force Majeure. In the event the performance by either party of any of its obligations hereunder, except with respect to the payment of money, is delayed by reason of the act or neglect of the other party, pandemic, act of God, strike, governmental restrictions, war, or any other cause, similar or dissimilar, beyond the reasonable control of the party from whom such performance is due, the period for the commencement of completion thereof shall be extended for a period equal to the period during which performance is so delayed.
- g. Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.
- h. No Partnership Created. Landlord and Tenant are not and shall not be considered joint venturers, not partners, and neither shall have power to bind or obligate the other except as set forth herein.
- i. Headings. The titles to the sections of this Lease are inserted only as a matter of convenience and for reference and in no way confine, limit or describe the scope or intent of any section of this Lease, nor in any way affect this Lease.
- j. Modification. No modifications, alterations, or amendments of this Lease or any agreements in connection therewith shall be binding or valid unless in writing and duly executed by both Landlord and Tenant
- k. Authority: Each Party hereby represents to the other that the person(s) who have executed this Lease are authorized to do so.
- l. Parking. Landlord shall provide all necessary parking for Tenant's employees and customers and Landlord shall apply for and obtain all variances needed to meet all codes and permitting requirements for Tenant's anticipated use throughout the Term of this Lease. The current parking ratio of the Executive Center is 4 per 1,000 square feet. Tenant shall have the right to FOUR (4) non-reserved parking spaces in the rear of the Executive Center.

**30. Signage.** This Lease entitles Tenant to certain interior signage, located at various locations in the Common Area, to be provided at the Landlord's discretion, which will not be unreasonably withheld.

**31. Building Rules and Regulations.** Tenant shall faithfully comply with the Building Rules and Regulations attached hereto as Exhibit "C", the uncured breach of which by Tenant or Tenant's employees, invitees, agents, principals, assigns, or subtenants shall be an Event of Default.



**32. Non-disclosure.** Tenant agrees that it will not divulge or discloses the contents of this Lease except as such disclosure may be required by law or regulation. Tenant's breach of this paragraph shall be an Event of Default immediately entitling Landlord to all remedies available to it, no curative notice being required.

**33. Financial Information.** Tenant shall deliver the following to Landlord on request, in a form satisfactory to Landlord prepared in accordance with GAAP applied on a consistent basis.

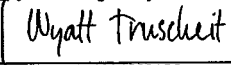
- a. An income statement
- b. Federal income tax returns
- c. A balance sheet as of December 31 of the previous calendar year.


**34. Statutorily Mandated Notification.** As required by F.S. 404.056, Landlord notifies Tenant as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

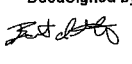
**35. Commission.** Upon Execution, Tenant agrees to pay Tenant's Broker, InSite EFS, a commission of three percent (3%) of the first year annual rent. Tenant and Landlord each represents and warrants to the other that Tenant and Landlord, respectively, have dealt with, and only with, Tenant's Broker and Landlord's Broker (none), as real estate brokers in connection with this Lease, and that, insofar as Tenant and Landlord, respectively, knows, no other broker negotiated this Lease or is entitled to any commission in connection herewith and Tenant and Landlord, respectively, shall indemnify and hold harmless the other from and against all claims (and costs of defending against and such claims) of any other broker or similar parties claiming by, through, or under Tenant and Landlord, respectively, in connection with this Lease except those identified above, respectively.

**IN WITNESS WHERE OF,** the parties, by and through their undersigned, duly authorized representatives, have executed this Lease for purposes therein expressed.

Signed, Sealed and delivered in the presence of:

**TENANT:** DocuSigned by:  
  
 \_\_\_\_\_  
**IPS ENTERPRISES, INC.**  
 Print Name: Wyatt Truscheit, Chief Financial Officer

DocuSigned by:  
  
 \_\_\_\_\_  
 Witness #1

**LANDLORD:** DocuSigned by:  
  
 \_\_\_\_\_  
**5118 56<sup>TH</sup> LLC dba Avesta Executive Center**  
 Bert DeAlejo  
 Print Name: \_\_\_\_\_

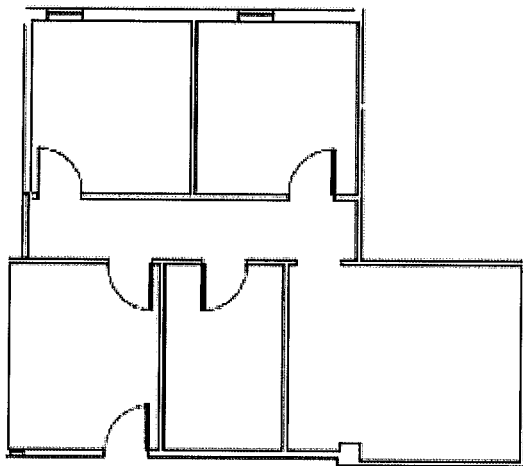
Witness #1

## EXHIBIT "A"

### PREMISES

### SUITE 210

The area outlined below is the Premises consisting of approximately 758 leasable square feet.



This space is move in ready, and will be delivered as is upon move in.

Tenant is responsible for all internet, networking, phone and cable TV connections if needed for suite and is responsible for expense associated with having the cable/wire being installed for those needs.

Any additions or changes by Tenant to the build out plans will cause delays and additional costs at Tenant's expense.

## EXHIBIT "B"

### RENT SCHEDULE

Months	Annual Rent	Monthly Rent Installment
1-12	\$12,000.00	\$1,000.00

To all above amounts shall be added Florida State Sales Tax and any other amounts set forth in this Lease Agreement

# EXHIBIT "C"

## BUILDING RULES AND REGULATIONS

The following Building Rules and Regulations have been adopted by the Landlord for the care, protection and benefit of the Premises and the Executive Center and for the general comfort and welfare of all tenants.

1. Sidewalks, halls, passages, exits, entrances, elevators, and stairways shall not be obstructed by tenants or used by them for any purpose other than for ingress and egress from their respective premises. The halls, passages, exits, entrances, elevators and stairways are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Executive Center and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of such tenant's business unless such persons are engaged in illegal activities or deemed a nuisance by Landlord. No tenant, and no employees or invitees of any tenant, shall go upon the roof of the Executive Center, except as authorized by Landlord.
2. Except for those expressly permitted under written leases, no, sign, placard, picture, name, advertisement or notice, visible from the exterior of the leased premises shall be inscribed, painted, affixed, installed or otherwise displayed by any tenant either on its premises or any part of the Executive Center without the prior written consent of Landlord, and Landlord shall have the right to remove any such sign, placard, picture, name, advertisement, or notice without notice to and at the expense of the tenant. If Landlord shall have given such consent to any tenant at any time, whether before or after the execution of the lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of such lease and shall be deemed to relate only to the particular sign, placard, picture, name, advertisement or notice so consented to by Landlord and shall not be construed as dispensing with the necessity of obtaining the specific written consent of Landlord with respect to any other such sign, placard, picture, name, advertisement or notice. All approved signs or lettering on doors and walls shall be painted, affixed and inscribed at the expense of the tenant by a person approved by Landlord.
3. The directory of the Executive Center will be provided exclusively for the display of the name and location of tenants, and Landlord reserves the right to exclude any other names therefrom.
4. No curtains, draperies, blinds, shutters, shades, screens or other wall coverings, awnings, hangings, or decorations shall be attached to, hung or placed in, or used in connection with, any window or door on any premises without the prior written consent of Landlord. No articles shall be placed against partitions or doors which might appear unsightly from outside tenant's premises.
5. Landlord reserves the right to exclude from the Executive Center between the hours of 6:00pm and 8:00am Monday through Friday, and at all hours on Saturday, Sundays and holidays, all persons who are not tenants or their accompanied guests in the Executive Center. Each tenant shall be responsible for all persons it allows to enter the Executive Center and shall be liable to Landlord

for all acts of such persons. Landlord shall in no case be liable for damages with regard to the admission to or exclusion from the Executive Center of any person. During any invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Executive Center by closing the doors, or otherwise for the safety of tenants and protection of the Executive Center and property in the Executive Center.

6. No tenant shall cause any unnecessary labor for Landlord's janitor by reason of such tenant's carelessness or indifference in the preservation of good order and cleanliness of the premises. Landlord shall in no way be responsible to any tenant for any loss of property on the premises, however occurring, or for any damage done to the effects of any tenant by the janitor or any other person.

7. Each tenant shall see that all doors of its premises are closed and securely locked before the tenant or its employees leaves such premises, and that all utilities shall be shut off so as to prevent waste or damage. For any default or carelessness, the tenant shall make good all injuries sustained by other tenants or occupants of the Executive Center or Landlord. On multiple-tenancy floors, all tenants shall keep the door or doors to the Executive Center corridors closed at all times except for ingress and egress.

8. As more specifically provided in the tenant's Lease of the premises, tenant agrees to cooperate with Landlord to assure the most effective operation of the Executive Center's heating and air-conditioning.

9. No tenant shall alter any lock or access device or install a new or additional lock or access device or any bolt on the premises without prior consent of Landlord. If Landlord shall give its consent, tenant shall in each case furnish Landlord with a key for any such lock.

10. No tenant shall make or have made additional copies of any keys or access devices provided by Landlord. Each tenant upon termination of the Tenancy shall deliver to Landlord all the keys or access devices for the Executive Center, offices, gym, rooms and toilet rooms which shall have been furnished the tenant or which the tenant shall have made. In the event of the loss of any keys or access devices so furnished by Landlord, tenant shall pay Landlord therefore. The fee to replace a key is \$15 each and the fee to replace the access device card/fob is \$25 each.

11. The restrooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever, including, but not limited to, coffee grounds shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employee or invitees, shall have caused it.

12. No tenant shall use or keep in its premises or the Executive Center any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities necessary for the operation or maintenance of office equipment. No tenant shall use any method of heating or air-conditioning other than that supplied by Landlord or as permitted by such tenant's lease.



13. No tenant shall use, keep or permit to be used or kept in its premises any foul or noxious gas or substance or permit or suffer such premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Executive Center by reason of noise, odors and/or vibrations or unreasonably interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about any premises of the Executive Center except where such prohibition of animals is prohibited by law.
14. No cooking shall be done or permitted by any tenant on its premises (except microwave ovens or Underwriters' Laboratory approved equipment for the preparation of coffee, tea, and similar beverages for tenants and their employees shall be permitted, provided that such equipment and use is in accordance with applicable federal, state and city laws, codes, ordinances, rules and regulations) nor shall premises be used for lodging. No tenant shall conduct on the premises any improper, immoral or objectionable activity or any business activity other than that specifically provided for in such tenant's lease.
15. If tenant requires telegraphic, telephonic, burglar/security alarm or similar services, it shall first obtain, and comply with, Landlord's written approval and instructions in their installation. If the Landlord incurs any costs by any governing agencies as a result of such services, tenant will reimburse Landlord for such expense within thirty (30) days of being notified in writing by Landlord.
16. Landlord will direct electricians as to where and how telephone, telegraph and electrical wires are to be introduced or installed. No boring or cutting for wires will be allowed without the prior written consent of Landlord. The location of burglar alarms, telephones, call boxes or other office equipment affixed to all premises shall be subject to the written approval of Landlord.
17. No tenant shall install any radio or television antenna, loudspeaker or any other device on the exterior walls or the roof of the Executive Center. tenant shall not interfere with radio or television broadcasting or reception from or in the Executive Center elsewhere.
18. No tenant shall lay linoleum, tile, carpet, or any other floor covering so that the same shall be affixed to the floors of its premises in any manner except as approved in writing by Landlord. The expense of repairing any damage resulting from a violation of this rule or the removal of any floor covering shall be borne by the tenant by whom, or by whose contractors, employees or invitees the damage shall have been caused.
19. No furniture, freight, equipment, materials, supplies, packages, merchandise or other property will be received in the Executive Center or carried up or down the elevators except between such hours and in such elevators as shall be designated by Landlord. Landlord shall have the right to prescribe the weight, size and position of all sales, furniture, files, bookcases or other heavy equipment brought into the Executive Center. Safes or other heavy objects shall, if considered necessary by Landlord, stand on wood strips of such thickness as determined by the weight thereof. Landlord will not be responsible for loss of or damage to any such safe, equipment or property from any cause, and all damage done to the Executive Center by moving or maintaining any such safe, equipment or other property shall be repaired at the expense of tenant. Business machines and mechanical equipment belonging to tenant which cause noise or vibration that may be

transmitted to the structure of the Executive Center or to any space therein to such a degree as to be objectionable to Landlord or to any tenants in the Executive Center shall be placed and maintained by tenant, at tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Executive Center must be acceptable to Landlord.

20. No tenant shall place a load upon any floor of the premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. No tenant shall mark, or drive nails, screws or drill into, the partitions, woodwork or plaster or in any way deface such premises or any part thereof.

21. There shall not be used in any space, or in the public areas of the Executive Center, either by tenant or others, hand trucks except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by any tenant into or kept in or about the premises.

22. Each tenant shall store all its trash and garbage within the interior of its premises. No materials shall be placed in the trash boxes or receptacles if such material is of nature that it may not be disposed of in an ordinary and customary manner of removing and disposing of trash and garbage in this area without violation of any law or ordinance governing such disposal. All trash, garbage, and refuse disposal shall be made only through entry ways and elevators provided for such purposes and at such times as Landlord may designate.

23. Canvassing, soliciting, distributing of handbills or any other written material, and peddling in the Executive Center are prohibited and each tenant shall cooperate to prevent the same. No tenant shall make room-to-room solicitation of business from other tenants in the Executive Center.

24. Landlord reserves the right to exclude or expel from the Executive Center any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the rules and regulations of the Executive Center or who is a nuisance to other tenants or the Executive Center.

25. Without the prior written consent of Landlord, tenant shall not use the name of the Executive Center in connection with or in promoting or advertising the business of tenant except as tenant's address.

26. Tenant shall comply with all energy conservation, safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

27. Tenant assumes any and all responsibility for protecting its premises from theft, which includes keeping doors locked and other means of entry to the premises closed.

28. The requirements of tenants will be attended to only upon application at the office of the Executive Center by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless special instruction from the Landlord, and no

employees will admit any person (tenant or otherwise) to any office without specific instructions from Landlord.

29. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant or Tenants, but nNo waiver by Landlord to enforce these Building Rules and Regulations shall be construed as a waiver if such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all tenants of the Executive Center.

30. Landlord reserves the right to make other reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Executive Center and for the preservation of good order therein. tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted.

31. Tenant will refer all contractors, contractors' representatives and installation technicians, rendering any service to tenant, to Landlord for Landlord's supervision, approval, and control before performance of any contractual service. This provision shall apply to all work performed in the Executive Center, including installations of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Executive Center.

32. Tenant shall give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus so that such accidents or defects may be attended to properly.

33. No tenant shall store items in any common areas, corridors, stairwells, or restrooms. This includes any mechanical, telephone or other rooms restricted to Landlord.

34. tenant shall be responsible for the observance of all of the foregoing Rules and Regulations by tenant's employees, agents, clients, customers, invitees and guests.

35. These Rules and Regulations are in addition to, and shall not be construed to in any way modify, after or amend, in whole or in part, the terms, covenants, agreements and conditions of any Lease of premises in the Executive Center.

36. No smoking is allowed within the Executive Center, including any tenant premises or Executive Center common areas. Landlord may designate a specific smoking area in a suitable area outside of the Executive Center.

37. Tenant shall not store nor bring into the Executive Center firearms, ammunition, or other devices generally considered to be weapons.

38. Fitness Center may only be used by employees of tenant, not guests or invitees. Anyone who uses the Fitness Center must follow the rules posted therein, and Landlord reserves the right to exclude tenant from the Fitness Center for failure to follow these rules, or at its discretion. Landlord and Executive Center owner shall have no liability for damages to person or property resulting

from use of Fitness Center. Any damages to the person or property of tenant's employees, guests, invitees, etc., shall be the sole liability of tenant.

## **Appendix E**



**IDEA Florida Board  
Action Item E  
October 27, 2020**

**Subject:** Authorization to Consolidate

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**Proposed Board Action:** For Approval

**Executive Summary:**

IDEA Victory and IDEA Hope are currently structured as four individual schools:

IDEA Victory Academy K-5  
IDEA Victory College Prep 6-12  
IDEA Hope Academy K-5  
IDEA Hope College Prep 6-12

Each of the schools above has a separate performance-based agreement with the Hillsborough County School Board. Subsequent charter school applications to Hillsborough County School Board and Duval County School Board were structured as single K-12 schools. The consolidated application approach has no impact on the operations of the schools, as each campus will still have a separate Academy and College Prep, each with their own Principal and staff. Consolidation of the Academy and College Prep into a single school with a single state-assigned school number will create desirable efficiencies, such as allowing for a single financial audit per campus, as opposed to separate audits for each Academy and College Prep. Additionally, the consolidated model will decrease by half the number of required reports to the district and state, saving time and money.

IDEA staff seeks authorization from the Board to submit a request to the Hillsborough County School Board to consolidate IDEA Victory Academy and IDEA Victory College Prep under a single K-12 performance-based agreement and to consolidate IDEA Hope Academy and IDEA Hope College Prep under a single K-12 performance-based agreement.

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**Supporting Documentation:** None

**Presenter:** Adam Miller, VP Advancement, IDEA

## **Appendix F**

**IDEA Florida Board  
Action Item F  
October 27, 2020**

**Subject:** Revision to Corporate Filing to include Doing Business As Names for Campuses

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**Proposed Board Action:** For Approval

**Executive Summary:**

The proposed action authorizes IDEA staff to file with the Florida Division of Corporations the forms necessary to establish Doing Business As names for each of the two approved school campuses. The DBA names will be as follows:

IDEA Victory, A Vinik Campus (11612 N. Nebraska Ave.)

IDEA Hope (5050 E. 10<sup>th</sup> Ave.)

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**Supporting Documentation:** None

**Presenter:** Adam Miller, VP Advancement, IDEA

## **Appendix G**

**IDEA Florida Board  
Action Item G  
October 27, 2020**

**Subject:** Directors and Officers Insurance Policy

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**Proposed Board Action:** For Approval

**Executive Summary:**

The policy below is Directors and Officers Liability Coverage through RSUI Group, Inc., a leading underwriter of wholesale specialty insurance with an A+ rating from Standard and Poor's. The policy has a \$1,000,000 coverage maximum and names IDEA, Florida as the insured.

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**Supporting Documentation:** Insurance Policy Application

**Presenter:** Adam Miller, VP Advancement, IDEA



NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY  
APPLICATION



**NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY THAT APPLIES ONLY TO THOSE CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER DURING THE POLICY PERIOD, OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE. THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS SHALL BE REDUCED OR TOTALLY EXHAUSTED BY PAYMENT OF DEFENSE EXPENSES.**

**I. GENERAL INFORMATION SECTION**

1. (a) Name of Organization: IDEA Florida, Inc.
- (b) Organization Address: Mailing: 2115 W. Pike Blvd., Weslaco, TX 78596  
Location: 2651 Salisbury Rd. #400, Jacksonville, FL 32256
2. Date Organized: 04/2019
3. Nature of Operations: Florida Charter Schools
4. Indicate Coverage and Limit Requested:
- |  |   |                             |                                      |
|--|---|-----------------------------|--------------------------------------|
| D&O Liability Insurance Coverage:        | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Limit Requested: \$ <u>1,000,000</u> |
| Employment Practices Liability Coverage: | Yes <input type="checkbox"/>            | No <input type="checkbox"/> | Limit Requested: \$ _____            |
| Third Party Liability Coverage:          | Yes <input type="checkbox"/>            | No <input type="checkbox"/> |                                      |
| Fiduciary Liability Insurance Coverage:  | Yes <input type="checkbox"/>            | No <input type="checkbox"/> | Limit Requested: \$ _____            |
5. Indicate the Type of Limit Requested:
- ☐ Shared Limit of Liability for multiple Coverage Sections
- ☐ Separate Limit of Liability for each Coverage Section
- ☐ Combination of Shared and Separate Limits (provide details): \_\_\_\_\_
6. Please provide the following financial information for the Applicant and its Subsidiaries:

	Current Year	Prior Year
Date of Financial Statement:	See attached	
Total Assets:	\$	\$
Total Liabilities:	\$	\$
Fund Balance:	\$	\$
Total Revenues:	\$	\$
Net Income or Net Loss:	\$	\$

7. Provide the following information on all Subsidiaries of the Insured Organization. If "None", check here: None ☒

Subsidiary Name	Nature of Business	Percent Owned by the Insured Organization	Date Created or Acquired

8. As part of this Application, please submit the following with respect to the Applicant:

Directors & Officers Liability Coverage:

- (a) COMPLETE COPY OF LATEST ANNUAL REPORT. IF AUDITED FINANCIALS, PLEASE INCLUDE AUDITORS NOTES AND A COPY OF LATEST INTERIM FINANCIAL STATEMENT
- (b) CURRENT LIST OF DIRECTORS AND OFFICERS
- (c) COMPLETE COPY OF BY LAWS AND ARTICLES OF INCORPORATION

Employment Practices Liability Coverage:

- (a) EEO-1 REPORT (IF REQUIRED BY FEDERAL LAW)
- (b) EMPLOYEE HANDBOOK

Fiduciary Liability Coverage:

- (a) A COPY OF THE MOST RECENTLY FILED FORM 5500 OR MOST RECENT AUDITED PLAN FINANCIAL STATEMENTS

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## II. INSURANCE INFORMATION

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1. Please list current insurance:

Type of Coverage		Insurer	Limits	Retention	Premium	Expiration Date
Directors & Officers	<input type="checkbox"/> None	New entity - no prior				
EPL	<input type="checkbox"/> None					
Fiduciary Liability	<input type="checkbox"/> None					

2. Has any similar insurance been declined, cancelled or non-renewed? Yes ☐ No ☒  
If "Yes", please provide details on a separate page.
3. Loss experience (Attach full details of all claims during the past five (5) years that would fall within the scope of proposed insurance.)  
If no losses, check "None": None ☒

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## III. DIRECTORS & OFFICERS LIABILITY SECTION (Please complete only if coverage requested)

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1. Has the Organization been involved in any merger or acquisition within the past twelve (12) months or are they contemplating any merger or acquisition in the next twelve (12) months? Yes ☐ No ☒  
If "Yes", please provide details on a separate page.
2. (a) Does the Organization currently have a Tax Exempt Status under the U.S. Internal Revenue Code? Yes ☒ No ☐  
If "No", please provide details on a separate page. **PENDING FORMAL APPROVAL BUT WILL BE RETROACTIVE,**
- (b) Have there been or is there now any pending dispute regarding the Organization's Tax Exempt Status? Yes ☐ No ☒  
If "Yes", please provide details on a separate page.

3. Does the organization have an incident response plan for data breaches that is tested at least annually? Yes ☒ No ☐  
If "No", please provide details on a separate page.
4. If applicable, is the organization currently Payment Card Industry Data Security Standard (PCI/DSS) compliant? Yes ☒ No ☐  
If "No", please provide details on a separate page.
5. Does the organization purchase First Party and Third Party Network Security and Privacy Insurance Coverage? Yes ☒ No ☐
6. If applicable, is the organization Health Insurance Portability & Accountability Act (HIPAA) / Health Information Technology for Economic & Clinical Health (HITECH) compliant? Yes ☒ No ☐  
If "No", please provide details on a separate page.
7. Does the organization receive more than 10% of their revenues from any governmental source? Yes ☒ No ☐
8. Does the organization offer, sell, advertise, market or solicit any product or service, or debt collection, employing any automatic/robo dialing, mobile phone texting, faxing, or any other type of communications based mechanism or strategy governed under the rules and regulations of the Telephone Consumer Protection Act of 1991 (TCPA), The Fair Debt Collection Practices Act or any laws governing unsolicited advertising or contacts for collections or promotion of goods or services? Yes ☐ No ☒
9. Does the organization have a contract or agreement with any third party vendor to perform the above services on their behalf? Yes ☐ No ☒

#### IV. EMPLOYMENT PRACTICES LIABILITY SECTION *(Please complete only if coverage requested)* N/A

- |                         |            |            |                          |             |        |
|-------------------------|------------|------------|--------------------------|-------------|--------|
| 1. Number of Employees: | Full time: | Part time: | Independent Contractors: | Volunteers: | Total: |
|                         |            |            |                          |             |        |
2. List total number of Employees in the following states:  
CA \_\_\_\_\_ FL \_\_\_\_\_ LA \_\_\_\_\_ MA \_\_\_\_\_ TX \_\_\_\_\_
3. Turnover percentage of Employees within the past three (3) years?  
Year 1 \_\_\_\_\_ Year 2 \_\_\_\_\_ Year 3 \_\_\_\_\_
4. Does the Organization anticipate making any reductions in the work force within the next twelve (12) months? Yes ☐ No ☐  
If "Yes", please provide details on a separate page
5. Percentage of employees with salaries (including bonuses):  
Less than \$50,000 \_\_\_\_\_ \$50,000 to \$100,000 \_\_\_\_\_ \$100,000 to \$250,000 \_\_\_\_\_ More than \$250,000 \_\_\_\_\_
6. Does the Organization have a human resources department? Yes ☐ No ☐  
If "No", who is responsible for this function? \_\_\_\_\_
7. Does the Organization have an Employee manual or handbook governing the terms and conditions of employment? If "Yes", please supply a copy. Yes ☐ No ☐  
(a) Is it distributed to all employees? Yes ☐ No ☐  
(b) Does it require that employees sign and acknowledge its receipt? Yes ☐ No ☐
8. Does the Organization have written guidelines or procedures for addressing human resource

personnel management in the following areas:

- |  |  |  |  |
|--|--|--|--|
| (a) Hiring/Interviewing?                                       | Yes <input type="checkbox"/> No <input type="checkbox"/> | (g) Termination Procedures?                  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (b) Employee at-will statement & employee contract disclaimer? | Yes <input type="checkbox"/> No <input type="checkbox"/> | (h) Disability Accommodations?               | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (c) Discrimination?  | Yes <input type="checkbox"/> No <input type="checkbox"/> | (i) Sexual Harassment?                       | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (d) Discipline?  | Yes <input type="checkbox"/> No <input type="checkbox"/> | (j) Workplace Harassment?                    | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (e) Employment Evaluations?                                    | Yes <input type="checkbox"/> No <input type="checkbox"/> | (k) New employee orientation?                | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (f) Unlawful harassment or discrimination of third parties?    | Yes <input type="checkbox"/> No <input type="checkbox"/> | (l) Employee complaint/grievance procedures? | Yes <input type="checkbox"/> No <input type="checkbox"/> |

9. Does the Organization conduct employee and supervisor training in the areas mentioned above? Yes ☐ No ☐

**V. FIDUCIARY LIABILITY SECTION** *(Please complete only if coverage requested)* N/A

1. Please provide the following information for the largest four Plans of the Applicant:

Plan Name	*Plan Type	**Plan Status	Total Plan Assets (\$)	Annual Contributions	Number of Participants
			\$		
			\$		
			\$		
			\$		
*Plan Types: Defined Benefit (DB); Defined Contributions (DC); Self-Funded Welfare Benefit Plan (W); Other (O) – Attach explanation					
**Plan Status: Active (A); Frozen (F); Sold (S); Termination (T) – If any plan has been termination, indicate date of transaction					

2. Is each plan reviewed periodically to assure there are no violations of ERISA (e.g., prohibited transactions or party-in-interest rules)? Yes ☐ No ☐  
If "No", please provide details on a separate page
3. Does any plan (a) not conform to the standards of eligibility, participation, vesting, blackout notification requirements and other provisions of ERISA or similar foreign law; or (b) hold employer securities or employer real property in violation of ERISA or in excess of ERISA limits? Yes ☐ No ☐  
If "Yes", please provide details on a separate page
4. Has any plan (a) been the subject of an investigation by the DOL, IRS, or any similar foreign agency; (b) had its tax exempt status withdrawn or threatened to be withdrawn by the IRS; (c) filed for an exemption from a prohibited transaction; or (d) received an adverse opinion as to its financial condition by an independent public accountant? Yes ☐ No ☐  
If "Yes", please provide details on a separate page
5. If any plan is a defined benefit plan, has such plan (a) experienced an event reportable to the PBGC; (b) not been certified by an actuary to be adequately funded in accordance with ERISA's minimum funding standard; or (c) been converted into a cash balance plan benefit or is such conversion expected in the next 12 months? If there are no defined benefit plans, please check "N/A". Yes ☐ No ☐  
N/A ☐
6. Has any plan (a) been amended within the last 12 months in a way that will result in the reduction of benefits or are any such amendments anticipated within the next 12 months; or (b) been merged with another plan, terminated or sold within the past 2 years or is any such merger, termination or sale anticipated in the next 12 months? Yes ☐ No ☐

- If "Yes", please provide details of implementation, disclosure and any relevant blackout periods.
7. Are there any outstanding or delinquent plan contributions or plan loans, leases or debt obligations that are in default or classified as uncollectible? Yes ☐ No ☐  
If "Yes", please provide details on a separate page
8. Does the employer, committee or employer representatives, or union board of trustees have final say over the determination of whether benefits will be paid under any healthcare plan sponsored by the Organization? Yes ☐ No ☐  
If "Yes", please identify the names of such plans on a separate page
9. Does any plan invest in a mutual fund, collective trust or similar investment pool that receives investment management services from the Organization for a fee? Yes ☐ No ☐  
If "Yes":  
How often are these fees reviewed by the trustees for fairness? \_\_\_\_\_  
Are these fees disclosed to participants? Yes ☐ No ☐
10. Does the Insured Organization handle any investment decisions in house? Yes ☐ No ☐  
If "Yes", please provide details on a separate page
11. Have there been any mergers of Plans or any Plan terminations during the last 24 months? Yes ☐ No ☐  
(If "Yes", please provide details on a separate page)
12. Are any Plans non-compliant with plan agreements or ERISA? Yes ☐ No ☐  
(If "Yes", please provide details on a separate page)
13. Has any Plan experienced any assessment of fees, fines or penalties under any voluntary compliance resolution program or by any governmental authority against any plan? Yes ☐ No ☐  
(If "Yes", please provide details on a separate page)

## VI. PRIOR KNOWLEDGE

1. Has there been, or is there now any claim(s) pending against the Organization or its Subsidiaries, or any person proposed for insurance that is based upon or arises from acts, errors or omissions in a capacity as Director, Officer, Employee or Fiduciary of the Organization or its Subsidiaries (including but not limited to demands by past, present or potential Employees and administrative proceedings)? Yes ☐ No ☒  
(If "Yes", please give details) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Does any person proposed for this insurance have knowledge of any fact, circumstance or situation involving the Organization, its Subsidiaries or the Directors, Officers, Employees or Fiduciaries of the Organization or its Subsidiaries which he/she has reason to believe might result in any future claim(s) which might fall within the scope of proposed insurance? Yes ☐ No ☒  
(If "Yes", please give details) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Without prejudice to any other rights and remedies of the Insurer, the Insureds understand and agree that if such fact, circumstance, or situation exists, whether or not disclosed in response to question 2 in Section III Prior Knowledge above, any claim or action arising from such fact, circumstance, or situation is excluded from coverage under any policy issued by the Insurer.

The undersigned authorized Officer of the Organization, on behalf of the Organization and its Subsidiaries, and on behalf of the Directors and Officers of the Organization and its Subsidiaries declares that to the best of his/her knowledge and belief, the information, particulars, documents, representations and statements contained in, attached or referred to in this application for insurance and/or as a result of the underwriting process are true and accurate and recognizes that the Insurer, in issuing this policy, will rely on such information, particulars, documents, representations and statements.

Although the signing of this application does not bind the undersigned to effect insurance, the undersigned agrees, on behalf of the Organization and its Subsidiaries, and on behalf of the Directors and Officers of the Organization and its Subsidiaries, that the information, particulars, documents, representations and statements contained in, attached or referred to in this application for insurance and/or as a result of the underwriting process shall be the basis of the contract should a policy be issued and that this application will be attached to and will become part of such policy. The Insurer is hereby authorized to make any investigation and inquiry it deems necessary in connection with this application.

**NOTE:** This application must be signed by the Chairman of the Board, President or Executive Director and dated within thirty (30) days of the effective date of coverage.

The undersigned authorized Officer agrees that if the information supplied on this application changes between the date of this application and the effective date of the insurance, he/she (undersigned) will immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance.

Signature \_\_\_\_\_ Title \_\_\_\_\_  
(Chairman of the Board, President or Executive Director)

Date \_\_\_\_\_ Organization IDEA Florida, Inc.

Submitted By Joffrey Clark Date 06/30/2020  
(Producer)

**SIGNATURE REQUIRED**  
**NEW YORK FRAUD STATEMENT**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

\_\_\_\_\_  
Applicant's Signature Date

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## **No Signature Required**

### **ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### **ALABAMA FRAUD STATEMENT**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

### **ALASKA FRAUD STATEMENT**

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

### **ARIZONA FRAUD STATEMENT**

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

### **CALIFORNIA FRAUD STATEMENT**

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

### **COLORADO FRAUD STATEMENT**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

### **DELAWARE FRAUD STATEMENT**

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

### **DISTRICT OF COLUMBIA FRAUD STATEMENT**

**WARNING:** It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

### **FLORIDA FRAUD STATEMENT**

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

### **HAWAII FRAUD STATEMENT**

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

### **IDAHO FRAUD STATEMENT**

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

### **INDIANA FRAUD STATEMENT**

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

### **KANSAS FRAUD STATEMENT**

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

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### **KENTUCKY FRAUD STATEMENT**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

### **MAINE FRAUD STATEMENT**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

### **MARYLAND FRAUD STATEMENT**

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### **MINNESOTA FRAUD STATEMENT**

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

### **NEW HAMPSHIRE FRAUD STATEMENT**

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

### **NEW JERSEY FRAUD STATEMENT**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

### **NEW MEXICO FRAUD STATEMENT**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

### **OHIO FRAUD STATEMENT**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

### **OKLAHOMA FRAUD STATEMENT**

**WARNING:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

### **OREGON FRAUD STATEMENT**

Any person who knowingly files a claim containing a false or deceptive statement for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

### **PENNSYLVANIA FRAUD STATEMENT**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

### **PUERTO RICO FRAUD STATEMENT**

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

### **TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.



# COMMERCIAL INSURANCE APPLICATION

## APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)

05/18/2020

<b>AGENCY</b> Edgewood Partners Ins. Center 14881 Quorum Drive, Suite 950  Dallas TX 75254		<b>CARRIER</b> Philadelphia Indemnity		<b>NAIC CODE</b>
		<b>COMPANY POLICY OR PROGRAM NAME</b>		<b>PROGRAM CODE</b>
		<b>POLICY NUMBER</b> TBD		
<b>CONTACT NAME:</b> Joffrey Clark		<b>UNDERWRITER</b>		<b>UNDERWRITER OFFICE</b>
<b>PHONE (A/C, No, Ext):</b>				
<b>FAX (A/C, No):</b>				
<b>E-MAIL ADDRESS:</b> Joffrey.Clark@epicbrokers.com				
<b>CODE:</b>		<b>SUBCODE:</b> JCLA1		
<b>AGENCY CUSTOMER ID:</b> IDEAFLO				
		<b>STATUS OF TRANSACTION</b>	<input checked="" type="checkbox"/> QUOTE <input type="checkbox"/> ISSUE POLICY <input type="checkbox"/> RENEW <input type="checkbox"/> CHANGE <input type="checkbox"/> CANCEL	<b>BOUND (Give Date and/or Attach Copy):</b> <b>DATE</b> <b>TIME</b> <input type="checkbox"/> AM <input type="checkbox"/> PM

### LINES OF BUSINESS

INDICATE LINES OF BUSINESS	PREMIUM			PREMIUM			PREMIUM
<input checked="" type="checkbox"/> BOILER & MACHINERY	\$			CYBER AND PRIVACY	\$		YACHT
<input checked="" type="checkbox"/> BUSINESS AUTO	\$			FIDUCIARY LIABILITY	\$		
<input checked="" type="checkbox"/> BUSINESS OWNERS	\$			GARAGE AND DEALERS	\$		
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	\$			LIQUOR LIABILITY	\$		
<input checked="" type="checkbox"/> COMMERCIAL INLAND MARINE	\$			MOTOR CARRIER	\$		
<input checked="" type="checkbox"/> COMMERCIAL PROPERTY	\$			TRUCKERS	\$		
<input checked="" type="checkbox"/> CRIME	\$			UMBRELLA	\$		

### ATTACHMENTS

<input type="checkbox"/> ACCOUNTS RECEIVABLE / VALUABLE PAPERS	<input type="checkbox"/> GLASS AND SIGN SECTION	<input type="checkbox"/> STATEMENT / SCHEDULE OF VALUES
<input type="checkbox"/> ADDITIONAL INTEREST SCHEDULE	<input type="checkbox"/> HOTEL / MOTEL SUPPLEMENT	<input type="checkbox"/> STATE SUPPLEMENT (If applicable)
<input type="checkbox"/> ADDITIONAL PREMISES INFORMATION SCHEDULE	<input type="checkbox"/> INSTALLATION / BUILDERS RISK SECTION	<input type="checkbox"/> VACANT BUILDING SUPPLEMENT
<input type="checkbox"/> APARTMENT BUILDING SUPPLEMENT	<input type="checkbox"/> INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	<input type="checkbox"/> VEHICLE SCHEDULE
<input type="checkbox"/> CONDO ASSN BYLAWS (for D&O Coverage only)	<input type="checkbox"/> INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
<input type="checkbox"/> CONTRACTORS SUPPLEMENT	<input type="checkbox"/> LOSS SUMMARY	
<input type="checkbox"/> COVERAGES SCHEDULE	<input type="checkbox"/> OPEN CARGO SECTION	
<input type="checkbox"/> DEALERS SECTION	<input type="checkbox"/> PREMIUM PAYMENT SUPPLEMENT	
<input type="checkbox"/> DRIVER INFORMATION SCHEDULE	<input type="checkbox"/> PROFESSIONAL LIABILITY SUPPLEMENT	
<input type="checkbox"/> ELECTRONIC DATA PROCESSING SECTION	<input type="checkbox"/> RESTAURANT / TAVERN SUPPLEMENT	

### POLICY INFORMATION

PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT	MINIMUM PREMIUM	POLICY PREMIUM
06/30/2020	06/30/2021	<input checked="" type="checkbox"/> DIRECT <input type="checkbox"/> AGENCY				\$	\$	\$

### APPLICANT INFORMATION

<b>NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4)</b> IDEA Florida, Inc. 2115 W. Pike Blvd.  Weslaco TX 78596		<b>GL CODE</b>	<b>SIC</b> 82	<b>NAICS</b>	<b>FEIN OR SOC SEC #</b>
		<b>BUSINESS PHONE #:</b>			
		<b>WEBSITE ADDRESS</b> www.ideapublicschools.org			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input checked="" type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION		
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST		
<b>NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)</b>		<b>GL CODE</b>	<b>SIC</b>	<b>NAICS</b>	<b>FEIN OR SOC SEC #</b>
		<b>BUSINESS PHONE #:</b>			
		<b>WEBSITE ADDRESS</b>			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION		
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST		
<b>NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)</b>		<b>GL CODE</b>	<b>SIC</b>	<b>NAICS</b>	<b>FEIN OR SOC SEC #</b>
		<b>BUSINESS PHONE #:</b>			
		<b>WEBSITE ADDRESS</b>			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION		
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST		

**AGENCY CUSTOMER ID: IDEAFLO**

**PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)**

## NATURE OF BUSINESS

### DESCRIPTION OF PRIMARY OPERATIONS

RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:	INSTALLATION, SERVICE OR REPAIR WORK %	OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %
---	---	--

**DESCRIPTION OF OPERATIONS OF OTHER NAMED INSURED**

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) <b>ATTENTION: READ TO FOR MORE ADDITIONAL INTERESTS</b>																	
INTEREST <input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BREACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/>		<input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE		NAME AND ADDRESS		RANK: _____		EVIDENCE: _____		CERTIFICATE _____		POLICY _____		SEND BILL _____		INTEREST IN ITEM NUMBER LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION _____	
				REFERENCE / LOAN #:				INTEREST END DATE:									
				LIEN AMOUNT:				PHONE (A/C, No, Ext):				FAX (A/C, No):					
REASON FOR INTEREST:								E-MAIL ADDRESS:									



**GENERAL INFORMATION**

EXPLAIN ALL "YES" RESPONSES				Y / N
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?				N
PARENT COMPANY NAME	RELATIONSHIP DESCRIPTION	% OWNED		
	Parent			
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?				N
SUBSIDIARY COMPANY NAME	RELATIONSHIP DESCRIPTION	% OWNED		
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?				Y
<input checked="" type="checkbox"/> SAFETY MANUAL <input type="checkbox"/> SAFETY POSITION <input type="checkbox"/> MONTHLY MEETINGS <input type="checkbox"/> OSHA <input type="checkbox"/>				
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?				N
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)				N
LINE OF BUSINESS	POLICY NUMBER	LINE OF BUSINESS	POLICY NUMBER	
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)				N
<input type="checkbox"/> NON-PAYMENT <input type="checkbox"/> AGENT NO LONGER REPRESENTS CARRIER <input type="checkbox"/>				
<input type="checkbox"/> NON-RENEWAL <input type="checkbox"/> UNDERWRITING <input type="checkbox"/> CONDITION CORRECTED (Describe):				
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?				N
7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).				N
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?				N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?				N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?				N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:				N
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)				N
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?				N
14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)				N
15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)				N

**REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

--

**PRIOR CARRIER INFORMATION**

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

**PRIOR CARRIER INFORMATION (continued)**

AGENCY CUSTOMER ID: IDEAFLOR

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

**LOSS HISTORY** ☐ **Check if none (Attach Loss Summary for Additional Loss Information)**

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST \_\_\_\_ YEARS

**TOTAL LOSSES: \$**

DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBRO-GATION Y / N	CLAIM OPEN Y / N

**SIGNATURE**

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.

(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.)

(Applicant's Initials): \_\_\_\_\_

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print) Joffrey Clark	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER



AGENCY CUSTOMER ID: IDEAFLO

## COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YYYY)

05/18/2020

AGENCY Edgewood Partners Ins. Center		CARRIER Marketing status		NAIC CODE
POLICY NUMBER APP742313	EFFECTIVE DATE 06/30/2020	APPLICANT / FIRST NAMED INSURED IDEA FLORIDA, Inc.		

**IMPORTANT - If CLAIMS MADE is checked in the COVERAGE / LIMITS section below, this is an application for a claims-made policy.**  
**Read all provisions of the policy carefully.**

## COVERAGES

## LIMITS

<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GENERAL AGGREGATE \$ 2,000,000	PREMIUMS
<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> LOCATION	PREMISES/OPERATIONS
OWNER'S & CONTRACTOR'S PROTECTIVE	<input type="checkbox"/> PROJECT <input type="checkbox"/> OTHER:	
DEDUCTIBLES	PRODUCTS & COMPLETED OPERATIONS AGGREGATE \$ 2,000,000	PRODUCTS
<input type="checkbox"/> PROPERTY DAMAGE \$	PERSONAL & ADVERTISING INJURY \$ 1,000,000	
<input type="checkbox"/> BODILY INJURY \$	EACH OCCURRENCE \$ 1,000,000	OTHER
	DAMAGE TO RENTED PREMISES (each occurrence) \$ 100,000	0.00
	MEDICAL EXPENSE (Any one person) \$ 5,000	TOTAL
	EMPLOYEE BENEFITS \$	
	\$	

OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)

APPLICABLE ONLY IN WISCONSIN: IF NON-OWNED ONLY AUTO COVERAGE IS TO BE PROVIDED UNDER THE POLICY:

1. UM / UIM COVERAGE ☐ IS ☐ IS NOT AVAILABLE. 2. MEDICAL PAYMENTS COVERAGE ☐ IS ☐ IS NOT AVAILABLE.

## SCHEDULE OF HAZARDS

LOC #	HAZ #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
							PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS
		See exposure list								

## RATING AND PREMIUM BASIS

(S) GROSS SALES - PER \$1,000/SALES

(P) PAYROLL - PER \$1,000/PAY

(A) AREA - PER 1,000/SQ FT

(C) TOTAL COST - PER \$1,000/COST

(M) ADMISSIONS - PER 1,000/ADM

(U) UNIT - PER UNIT

(T) OTHER

## CLAIMS MADE (Explain all "Yes" responses)

EXPLAIN ALL "YES" RESPONSES	Y / N
1. PROPOSED RETROACTIVE DATE:	
2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE:	
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?	
4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?	

## EMPLOYEE BENEFITS LIABILITY

1. DEDUCTIBLE PER CLAIM: \$	3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:
2. NUMBER OF EMPLOYEES:	4. RETROACTIVE DATE:

ACORD 126 (2016/03)

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JP2

**CONTRACTORS**AGENCY CUSTOMER ID: IDEAFLOR

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)					Y / N
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?					
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?					
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?					
4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?					
5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?					
6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?					
DESCRIBE THE TYPE OF WORK SUBCONTRACTED	\$ PAID TO SUB-CONTRACTORS:	% OF WORK SUBCONTRACTED:	# FULL-TIME STAFF:	# PART-TIME STAFF:	

**PRODUCTS / COMPLETED OPERATIONS**

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS	
EXPLAIN ALL "YES" RESPONSES (For all past or present products or operations) PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC.							Y / N
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?							
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS? (If "YES", attach ACORD 815)							
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?							
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?							
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?							
6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?							
7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?							
8. PRODUCTS UNDER LABEL OF OTHERS?							
9. VENDORS COVERAGE REQUIRED?							
10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSURED?							

## ADDITIONAL INTEREST / CERTIFICATE RECIPIENT

ACORD 45 attached for additional names

INTEREST	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	INTEREST IN ITEM NUMBER	
<input type="checkbox"/> ADDITIONAL INSURED					LOCATION:	BUILDING:
<input type="checkbox"/> EMPLOYEE AS LESSOR					ITEM CLASS:	ITEM:
<input type="checkbox"/> LENDER'S LOSS PAYABLE					ITEM DESCRIPTION	
<input type="checkbox"/> LIENHOLDER						
<input type="checkbox"/> LOSS PAYEE						
<input type="checkbox"/> MORTGAGEE						
	REFERENCE / LOAN #:					

## GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)		Y / N												
1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?		N												
2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?		N												
3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)		N												
4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST FIVE (5) YEARS?		N												
5. DO YOU RENT OR LOAN EQUIPMENT TO OTHERS?		N												
<table border="1"> <tr> <th>EQUIPMENT</th> <th colspan="2">TYPE OF EQUIPMENT</th> <th>INSTRUCTION GIVEN (Y/N)</th> </tr> <tr> <td></td> <td><input type="checkbox"/> SMALL TOOLS</td> <td><input type="checkbox"/> LARGE EQUIPMENT</td> <td></td> </tr> <tr> <td></td> <td><input type="checkbox"/> SMALL TOOLS</td> <td><input type="checkbox"/> LARGE EQUIPMENT</td> <td></td> </tr> </table>		EQUIPMENT	TYPE OF EQUIPMENT		INSTRUCTION GIVEN (Y/N)		<input type="checkbox"/> SMALL TOOLS	<input type="checkbox"/> LARGE EQUIPMENT			<input type="checkbox"/> SMALL TOOLS	<input type="checkbox"/> LARGE EQUIPMENT		
EQUIPMENT	TYPE OF EQUIPMENT		INSTRUCTION GIVEN (Y/N)											
	<input type="checkbox"/> SMALL TOOLS	<input type="checkbox"/> LARGE EQUIPMENT												
	<input type="checkbox"/> SMALL TOOLS	<input type="checkbox"/> LARGE EQUIPMENT												
6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?		N												
7. ANY PARKING FACILITIES OWNED/RENTED?		N												
8. IS A FEE CHARGED FOR PARKING?		N												
9. RECREATION FACILITIES PROVIDED?		N												
10. ARE THERE ANY LODGING OPERATIONS INCLUDING APARTMENTS? (If "YES", answer the following):		N												
# APTS	TOTAL APT AREA Sq. Ft.	DESCRIBE OTHER LODGING OPERATIONS												
11. IS THERE A SWIMMING POOL ON PREMISES? (Check all that apply)		N												
<input type="checkbox"/> APPROVED FENCE <input type="checkbox"/> LIMITED ACCESS <input type="checkbox"/> DIVING BOARD <input type="checkbox"/> SLIDE <input type="checkbox"/> ABOVE GROUND <input type="checkbox"/> IN GROUND <input type="checkbox"/> LIFE GUARD														
12. ARE SOCIAL EVENTS SPONSORED?		N												
13. ARE ATHLETIC TEAMS SPONSORED?		N												
<table border="1"> <tr> <th>TYPE OF SPORT</th> <th>CONTACT SPORT (Y/N)</th> <th>AGE GROUP</th> <th>EXTENT OF SPONSORSHIP:</th> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> 13 - 18 <input type="checkbox"/> 12 &amp; UNDER <input type="checkbox"/> OVER 18</td> <td></td> </tr> </table>		TYPE OF SPORT	CONTACT SPORT (Y/N)	AGE GROUP	EXTENT OF SPONSORSHIP:			<input type="checkbox"/> 13 - 18 <input type="checkbox"/> 12 & UNDER <input type="checkbox"/> OVER 18						
TYPE OF SPORT	CONTACT SPORT (Y/N)	AGE GROUP	EXTENT OF SPONSORSHIP:											
		<input type="checkbox"/> 13 - 18 <input type="checkbox"/> 12 & UNDER <input type="checkbox"/> OVER 18												
14. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?		N												
15. ANY DEMOLITION EXPOSURE CONTEMPLATED?		N												



**GENERAL INFORMATION (continued)**

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)				Y / N
16. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?				
17. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?				
LEASE TO	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)	LEASE FROM	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)	
18. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?				
19. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?				
20. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE (3) YEARS?				
21. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?				
22. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?				

**REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)****SIGNATURE**

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

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PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print) Joffrey Clark	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER

## ADDITIONAL COVERAGES AND ENDORSEMENTS

THIS ADDITIONAL COVERAGES AND ENDORSEMENTS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: 126 FORM TITLE: Commercial General Liability

Loc #	ST	Haz #	Class Code	Cov Code BAI	Description Blanket Additional Insured	Form No.	Edition Date	Rate	Option Codes					
Limit 1		Limit 2		Limit 3		Ded 1		Deductible Type 1		Ded 2		Deductible Type 2		Premium

Loc #	ST	Haz #	Class Code	Cov Code WOS	Description Waiver of Subrogation	Form No.	Edition Date	Rate	Option Codes					
Limit 1		Limit 2		Limit 3		Ded 1		Deductible Type 1		Ded 2		Deductible Type 2		Premium

Loc #	ST	Haz #	Class Code	Cov Code	Description	Form No.	Edition Date	Rate	Option Codes					
Limit 1		Limit 2		Limit 3		Ded 1		Deductible Type 1		Ded 2		Deductible Type 2		Premium

Loc #	ST	Haz #	Class Code	Cov Code	Description	Form No.	Edition Date	Rate	Option Codes					
Limit 1		Limit 2		Limit 3		Ded 1		Deductible Type 1		Ded 2		Deductible Type 2		Premium

Loc #	ST	Haz #	Class Code	Cov Code	Description	Form No.	Edition Date	Rate	Option Codes					
Limit 1		Limit 2		Limit 3		Ded 1		Deductible Type 1		Ded 2		Deductible Type 2		Premium

Loc #	ST	Haz #	Class Code	Cov Code	Description	Form No.	Edition Date	Rate	Option Codes					
Limit 1		Limit 2		Limit 3		Ded 1		Deductible Type 1		Ded 2		Deductible Type 2		Premium

Loc #	ST	Haz #	Class Code	Cov Code	Description	Form No.	Edition Date	Rate	Option Codes					
Limit 1		Limit 2		Limit 3		Ded 1		Deductible Type 1		Ded 2		Deductible Type 2		Premium

Loc #	ST	Haz #	Class Code	Cov Code	Description	Form No.	Edition Date	Rate	Option Codes					
Limit 1		Limit 2		Limit 3		Ded 1		Deductible Type 1		Ded 2		Deductible Type 2		Premium

Loc #	ST	Haz #	Class Code	Cov Code	Description	Form No.	Edition Date	Rate	Option Codes					
Limit 1		Limit 2		Limit 3		Ded 1		Deductible Type 1		Ded 2		Deductible Type 2		Premium

Loc #	ST	Haz #	Class Code	Cov Code	Description	Form No.	Edition Date	Rate	Option Codes					
Limit 1		Limit 2		Limit 3		Ded 1		Deductible Type 1		Ded 2		Deductible Type 2		Premium



AGENCY CUSTOMER ID: IDEAFLO

## PROPERTY SECTION

DATE (MM/DD/YYYY)

05/18/2020

AGENCY NAME Edgewood Partners Ins. Center		CARRIER Marketing status		NAIC CODE
POLICY NUMBER APP742313	EFFECTIVE DATE 05/25/2020	NAMED INSURED(S) IDEA FLORIDA, Inc.		

## BLANKET SUMMARY

BLKT #	AMOUNT	TYPE	BLKT #	AMOUNT	TYPE

## PREMISES INFORMATION

PREMISES #: 2 STREET ADDRESS: See exposure list  
BUILDING #: 1 BLDG DESCRIPTION: Temp Office

SUBJECT OF INSURANCE	AMOUNT	COINS %	VALU- ATION	CAUSES OF LOSS	INFLATION GUARD %	DED	DED TYPE	BLKT #	FORMS AND CONDITIONS TO APPLY
Business Personal Property	20,000			Special (Including Theft)		1,000			

## ADDITIONAL INFORMATION

BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810

VALUE REPORTING INFORMATION - Attach ACORD 811

## ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

SPOILAGE COVERAGE (Y / N)  <input type="checkbox"/>	DESCRIPTION OF PROPERTY COVERED	LIMIT \$	REFRIG MAINT AGREEMENT (Y / N)  <input type="checkbox"/>	OPTIONS
		DEDUCTIBLE \$		<input type="checkbox"/> BREAKDOWN OR CONTAMINATION <input type="checkbox"/> POWER OUTAGE <input type="checkbox"/> SELLING PRICE

## SINKHOLE COVERAGE (Required in Florida)

ACCEPT COVERAGE

REJECT COVERAGE

LIMIT: \$

## MINE SUBSIDENCE COVERAGE (Required in IL, IN, KY and WV)

ACCEPT COVERAGE

REJECT COVERAGE

LIMIT: \$

☐ PROPERTY HAS BEEN DESIGNATED AN HISTORICAL LANDMARK

# OF OPEN SIDES ON STRUCTURE: \_\_\_\_\_

CONSTRUCTION TYPE	DISTANCE TO HYDRANT FT	FIRE STAT MI	FIRE DISTRICT	CODE NUMBER	PROT CL	# STORIES	# BASM'TS	YR BUILT	TOTAL AREA
BUILDING IMPROVEMENTS	BLDG CODE GRADE	TAX CODE	ROOF TYPE	OTHER OCCUPANCIES					
<input type="checkbox"/> WIRING, YR: <input type="checkbox"/> PLUMBING, YR: <input type="checkbox"/> ROOFING, YR: <input type="checkbox"/> HEATING, YR: <input type="checkbox"/> OTHER: YR:	WIND CLASS <input type="checkbox"/> RESISTIVE	<input type="checkbox"/> SEMI- RESISTIVE	<input type="checkbox"/> HEATING SOURCE INCL WOODBURNING STOVE OR FIREPLACE INSERT DATE MANUFACTURER: INSTALLED: _____						
PRIMARY HEAT <input type="checkbox"/> BOILER <input type="checkbox"/> SOLID FUEL <input type="checkbox"/> IF BOILER, IS INSURANCE PLACED ELSEWHERE? <input type="checkbox"/> Y / N			SECONDARY HEAT <input type="checkbox"/> BOILER <input type="checkbox"/> SOLID FUEL <input type="checkbox"/> IF BOILER, IS INSURANCE PLACED ELSEWHERE? <input type="checkbox"/> Y / N						
RIGHT EXPOSURE & DISTANCE	LEFT EXPOSURE & DISTANCE		FRONT EXPOSURE & DISTANCE			REAR EXPOSURE & DISTANCE			
BURGLAR ALARM TYPE	CERTIFICATE #			EXPIRATION DATE		CENTRAL STATION	<input type="checkbox"/> LOCAL GONG	WITH KEYS	
BURGLAR ALARM INSTALLED AND SERVICED BY			EXTENT	GRADE	# GUARDS / WATCHMEN	CLOCK HOURLY			
PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2 / Chemical Systems)			% SPRNK	FIRE ALARM MANUFACTURER			CENTRAL STATION LOCAL GONG		

## ADDITIONAL INTEREST

ACORD 45 attached for additional names

INTEREST	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	INTEREST IN ITEM NUMBER			
<input type="checkbox"/> LENDER'S LOSS PAYABLE					LOCATION:	BUILDING:		
<input type="checkbox"/> LOSS PAYEE					ITEM	CLASS:	ITEM:	
<input type="checkbox"/> MORTGAGEE					ITEM DESCRIPTION			
<input type="checkbox"/>								
REFERENCE / LOAN #:								

ACORD 140 (2016/03)

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## ADDITIONAL PREMISES INFORMATION

PREMISES #:		STREET ADDRESS:							
BUILDING #:		BLDG DESCRIPTION:							
AMOUNT	COINS %	VALU- ATION	CAUSES OF LOSS	INFLATION GUARD %	DED	DED TYPE	BLKT #	FORMS AND CONDITIONS TO APPLY	
BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810				VALUE REPORTING INFORMATION - Attach ACORD 811					

**ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION**

SPOILAGE COVERAGE (Y / N)  <input type="checkbox"/>	DESCRIPTION OF PROPERTY COVERED				LIMIT \$		REFRIG MAINT AGREEMENT (Y / N)  <input type="checkbox"/>	OPTIONS  <input type="checkbox"/> BREAKDOWN OR CONTAMINATION					
					DEDUCTIBLE \$			<input type="checkbox"/> POWER OUTAGE	<input type="checkbox"/> SELLING PRICE				
SINKHOLE COVERAGE (Required in Florida)				ACCEPT COVERAGE		REJECT COVERAGE		LIMIT: \$					
MINE SUBSIDENCE COVERAGE (Required in IL, IN, KY and WV)				ACCEPT COVERAGE		REJECT COVERAGE		LIMIT: \$					
<input type="checkbox"/> PROPERTY HAS BEEN DESIGNATED AN HISTORICAL LANDMARK				# OF OPEN SIDES ON STRUCTURE: _____									
CONSTRUCTION TYPE		DISTANCE TO HYDRANT  FT	FIRE STAT  MI	FIRE DISTRICT		CODE NUMBER	PROT CL	# STORIES	# BASM'TS	YR BUILT	TOTAL AREA		
BUILDING IMPROVEMENTS			BLDG CODE GRADE	TAX CODE	ROOF TYPE	OTHER OCCUPANCIES							
<input type="checkbox"/> WIRING, YR:		<input type="checkbox"/> PLUMBING, YR:		WIND CLASS  <input type="checkbox"/> RESISTIVE		SEMI- RESISTIVE		<input type="checkbox"/> HEATING SOURCE INCL WOODBURNING STOVE OR FIREPLACE INSERT		DATE INSTALLED: _____			
<input type="checkbox"/> ROOFING, YR:		<input type="checkbox"/> HEATING, YR:											
<input type="checkbox"/> OTHER:		YR:											
PRIMARY HEAT					SECONDARY HEAT								
<input type="checkbox"/> BOILER		<input type="checkbox"/> SOLID FUEL		<input type="checkbox"/>		<input type="checkbox"/> BOILER		<input type="checkbox"/> SOLID FUEL		<input type="checkbox"/>			
IF BOILER, IS INSURANCE PLACED ELSEWHERE? <input type="checkbox"/> Y / N					IF BOILER, IS INSURANCE PLACED ELSEWHERE? <input type="checkbox"/> Y / N								
RIGHT EXPOSURE & DISTANCE		LEFT EXPOSURE & DISTANCE			FRONT EXPOSURE & DISTANCE			REAR EXPOSURE & DISTANCE					
BURGLAR ALARM TYPE			CERTIFICATE #					EXPIRATION DATE		<input type="checkbox"/>	CENTRAL STATION	<input type="checkbox"/> LOCAL GONG	
										<input type="checkbox"/>	WITH KEYS		
BURGLAR ALARM INSTALLED AND SERVICED BY					EXTENT		GRADE		# GUARDS / WATCHMEN		<input type="checkbox"/>	CLOCK HOURLY	
											<input type="checkbox"/>		
PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2 / Chemical Systems)					% SPRNK		FIRE ALARM MANUFACTURER					<input type="checkbox"/>	CENTRAL STATION
												<input type="checkbox"/>	LOCAL GONG

ADDITIONAL INTEREST	ACORD 45 attached for additional names
---------------------	--

INTEREST		NAME AND ADDRESS	RANK: _____	EVIDENCE: _____	CERTIFICATE _____	INTEREST IN ITEM NUMBER	
LENDER'S LOSS PAYABLE						LOCATION:	BUILDING:
LOSS PAYEE						ITEM CLASS:	ITEM:
MORTGAGEE						ITEM DESCRIPTION	
		REFERENCE / LOAN #:					

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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**Applicable in AL, AR, DC, LA, MD, NM, RI and WV**

Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

**Applicable in CO**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

**Applicable in KS**

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties\* (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**Applicable in ME, TN, VA and WA**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

**Applicable in NJ**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR**

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR**

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print) Joffrey Clark	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER



AGENCY CUSTOMER ID: IDEAFLO

**FLORIDA COMMERCIAL AUTO  
COVERAGES / LIMITS SECTION**

DATE (MM/DD/YYYY)

05/18/2020

AGENCY Edgewood Partners Ins. Center		CARRIER Marketing status		NAIC CODE
POLICY NUMBER APP742313	EFFECTIVE DATE 05/25/2020	NAMED INSURED(S) IDEA FLORIDA, Inc.		

**BUSINESS AUTO SECTION**

COVERAGES	COVERED AUTO SYMBOLS	LIMITS	COVERAGES	COVERED AUTO SYMBOLS	LIMITS			
LIABILITY	1 <input checked="" type="checkbox"/> 7	COMBINED SINGLE LIMIT (CSL) \$ 1,000,000						
	2 <input checked="" type="checkbox"/> 8	BODILY INJURY (BI) EACH PERSON \$						
	3 <input checked="" type="checkbox"/> 9	BODILY INJURY (BI) EACH ACCIDENT \$						
	4 <input type="checkbox"/>	PROPERTY DAMAGE \$						
PERSONAL INJURY PROTECTION (P.I.P.)	5 <input type="checkbox"/> 7 <input type="checkbox"/>	Attach ACORD 62 FL.	PHYSICAL DAMAGE					
EXTENDED P.I.P.	5 <input type="checkbox"/> 7 <input type="checkbox"/>	Attach ACORD 62 FL.	TOWING & LABOR	3 <input type="checkbox"/> 7 <input type="checkbox"/>	\$			
ADDITIONAL P.I.P.	5 <input type="checkbox"/> 7 <input type="checkbox"/>	Attach ACORD 62 FL.	COMPREHENSIVE / OTHER THAN COLLISION (COMP / OTC)	2 <input type="checkbox"/> 7 <input type="checkbox"/> 3 <input type="checkbox"/> 8 <input type="checkbox"/> 4 <input type="checkbox"/>				
MEDICAL PAYMENTS	2 <input type="checkbox"/> 4 <input type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 7 <input type="checkbox"/>	EACH PERSON \$	SPECIFIED CAUSES OF LOSS (SPEC C of L)	2 <input type="checkbox"/> 4 <input type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 7 <input type="checkbox"/>				
UNINSURED MOTORIST (UM)	2 <input type="checkbox"/> 6 <input type="checkbox"/> 3 <input type="checkbox"/> 7 <input type="checkbox"/> 4 <input type="checkbox"/>	Attach ACORD 61 FL.	COLLISION (COLL)	2 <input type="checkbox"/> 4 <input type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 7 <input type="checkbox"/>				
HIRED / BORROWED LIABILITY	<input checked="" type="checkbox"/> YES STATES NO FL	COST OF HIRE \$ IF ANY BASIS	HIRED PHYSICAL DAMAGE	STATES	# DAYS	# VEH	COVERAGE / DEDUCTIBLE	
NON-OWNED LIABILITY	<input checked="" type="checkbox"/> YES STATES NO FL	GROUP TYPE		FL				<input checked="" type="checkbox"/> COMP \$ 500
		EMPLOYEES						<input checked="" type="checkbox"/> SPEC C OF L \$
		VOLUNTEERS						<input checked="" type="checkbox"/> COLL \$ 1,000
		PARTNERS						
COVERED AUTO SYMBOLS	(1) ANY AUTO (2) ALL OWNED AUTOS (3) OWNED PRIVATE PASSENGER AUTOS	(4) OWNED AUTOS OTHER THAN PRIVATE PASSENGER (5) ALL OWNED AUTOS WHICH REQUIRE NO-FAULT COVERAGE (6) OWNED AUTOS SUBJECT TO COMPULSORY U.M. LAW	COVERAGE IS:		PRIMARY	SECONDARY	(7) AUTOS SPECIFIED ON SCHEDULE (8) HIRED AUTOS (9) NON-OWNED AUTOS	

**ENDORSEMENTS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required, if applicable)****SIGNATURE**

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

I ACKNOWLEDGE I HAVE BEEN OFFERED UNINSURED MOTORIST (UM) COVERAGE OPTIONS IN THE SUPPLEMENT TO THIS APPLICATION, ACORD 61 FL. I ALSO ACKNOWLEDGE THAT I HAVE BEEN OFFERED PERSONAL INJURY PROTECTION (NO-FAULT) COVERAGE OPTIONS IN THE SUPPLEMENT TO THIS APPLICATION, ACORD 62 FL. I UNDERSTAND THAT THE COVERAGE SELECTION AND LIMIT CHOICES INDICATED HERE OR IN ANY STATE SUPPLEMENT WILL APPLY TO ALL FUTURE POLICY RENEWALS, CONTINUATIONS AND CHANGES UNLESS I NOTIFY YOU OTHERWISE IN WRITING.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print) Joffrey Clark	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER



TRUCKERS SECTION

COVERAGES		COVERED AUTO SYMBOLS		LIMITS		PHYSICAL DAMAGE											
COVERAGES		COVERED AUTO SYMBOLS		LIMITS		COVERAGES		COVERED AUTO SYMBOLS		LIMITS		DEDUCTIBLE					
LIABILITY		41		47	COMBINED SINGLE LIMIT (CSL)	\$	COMPREHENSIVE / OTHER THAN COLLISION (COMP / OTC)		42		47		\$				
		42		50	BODILY INJURY (BI) EACH PERSON	\$			43								
		43			BODILY INJURY (BI) EACH ACCIDENT	\$			46								
		46			PROPERTY DAMAGE	\$											
PERSONAL INJURY PROTECTION (P.I.P.)		44			Attach ACORD 62 FL.		SPECIFIED CAUSES OF LOSS (SPEC C of L)		42		47	SCL		FT		LSP	\$
		46						43			F		FTW				
						46											
EXTENDED P.I.P.		44		46	Attach ACORD 62 FL.		COLLISION (COLL)		42		47		\$				
ADDITIONAL P.I.P.		44		46	Attach ACORD 62 FL.				43		46						
MEDICAL PAYMENTS		42		46	EACH PERSON	\$	TOWING & LABOR		46			\$					
UNINSURED MOTORIST (UM)		42		46	Attach ACORD 61 FL.	TRAILER INTERCHANGE											
		43				COVERAGES	SYMBOL	# TRAILERS	FARTH ZONE	# DAYS	RADIUS	DEDUCTIBLE					
		45				COMP / OTC		48									
NON-TRUCKERS HIRED / BORROWED	YES	STATES		COST OF HIRE		IF ANY BASIS	COLLISION		48							\$	
	NO			\$					49								
TRUCKERS HIRED / BORROWED LIABILITY	YES	STATES		COST OF HIRE		IF ANY BASIS	TRAILER VALUE \$										
	NO			\$			HIRED PHYSICAL DAMAGE	STATES	# DAYS	# VEH							
NON-OWNED AUTO LIABILITY	YES	STATES		GROUP TYPE	NUMBER OF												
	NO			EMPLOYEES													
				VOLUNTEERS													
OTHER				PARTNERS			OTHER	COVERAGE IS:				PRIMARY		SECONDARY			

COVERED AUTO SYMBOLS

(41) ANY AUTO  
(42) OWNED AUTOS ONLY  
(43) OWNED COMMERCIAL AUTOS ONLY

(44) OWNED AUTOS SUBJECT TO NO-FAULT  
(45) OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW

(46) SPECIFICALLY DESCRIBED AUTOS  
(47) HIRED AUTOS ONLY  
(48) TRAILERS IN YOUR POSSESSION UNDER A TRAILER INTERCHANGE AGREEMENT

(49) YOUR TRAILERS IN THE POSSESSION OF ANOTHER TRUCKER UNDER A TRAILER INTERCHANGE AGREEMENT  
(50) NON-OWNED AUTOS ONLY

ENDORSEMENTS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required, if applicable)

SIGNATURE

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

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PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER

**MOTOR CARRIER SECTION**

COVERAGES	COVERED AUTO SYMBOLS		LIMITS		PHYSICAL DAMAGE										
					COVERAGES	COVERED AUTO SYMBOLS		LIMITS			DEDUCTIBLE				
LIABILITY		61		67	COMBINED SINGLE LIMIT (CSL)		62		67						
			62	68	BODILY INJURY (BI) EACH PERSON			63		68					
			63	71	BODILY INJURY (BI) EACH ACCIDENT										
			64		PROPERTY DAMAGE			64				\$			
PERSONAL INJURY PROTECTION (P.I.P.)		65			Attach ACORD 62 FL.		62		67		SCL		FT		LSP
		67					63		68		F		FTW		\$
EXTENDED P.I.P.		65		67	Attach ACORD 62 FL.		62		67						
ADDITIONAL P.I.P.		65		67	Attach ACORD 62 FL.		63		68						\$
MEDICAL PAYMENTS		62		64	EACH PERSON		63								
		63		67			67								\$
UNINSURED MOTORIST (UM)		62		66	Attach ACORD 61 FL.	TRAILER INTERCHANGE									
		63		67		COVERAGES	SYMBOL	# TRAILERS	FARTH ZONE	# DAYS	RADIUS	DEDUCTIBLE			
		64				COMP / OTC	69								
NON-TRUCKERS HIRED / BORROWED	YES		STATES	COST OF HIRE	IF ANY BASIS	COLLISION	69								
	NO			\$			70								\$
TRUCKERS HIRED / BORROWED LIABILITY	YES		STATES	COST OF HIRE	IF ANY BASIS	TRAILER VALUE \$									
	NO			\$		HIRED PHYSICAL DAMAGE	STATES	# DAYS	# VEH						
NON-OWNED AUTO LIABILITY	YES		STATES	GROUP TYPE	NUMBER OF										
	NO			EMPLOYEES											
					VOLUNTEERS										
OTHER				PARTNERS		COVERAGE IS:									
						OTHER					PRIMARY		SECONDARY		

COVERED AUTO SYMBOLS

(61) ANY AUTO  
(62) OWNED AUTOS ONLY  
(63) OWNED PRIVATE PASS AUTOS ONLY

(64) OWNED COMMERCIAL AUTOS ONLY  
(65) OWNED AUTOS SUBJECT TO NO-FAULT  
(66) OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW

(67) SPECIFICALLY DESCRIBED AUTOS  
(68) HIRED AUTOS ONLY  
(69) TRAILERS IN YOUR POSSESSION UNDER A TRAILER INTERCHANGE AGREEMENT

(70) YOUR TRAILERS IN THE POSSESSION OF ANOTHER TRUCKER UNDER A TRAILER INTERCHANGE AGREEMENT  
(71) NON-OWNED AUTOS ONLY

**ENDORSEMENTS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required, if applicable)**

**SIGNATURE**

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

I ACKNOWLEDGE I HAVE BEEN OFFERED UNINSURED MOTORIST (UM) COVERAGE OPTIONS IN THE SUPPLEMENT TO THIS APPLICATION, ACORD 61 FL. I ALSO ACKNOWLEDGE THAT I HAVE BEEN OFFERED PERSONAL INJURY PROTECTION (NO-FAULT) COVERAGE OPTIONS IN THE SUPPLEMENT TO THIS APPLICATION, ACORD 62 FL. I UNDERSTAND THAT THE COVERAGE SELECTION AND LIMIT CHOICES INDICATED HERE OR IN ANY STATE SUPPLEMENT WILL APPLY TO ALL FUTURE POLICY RENEWALS, CONTINUATIONS AND CHANGES UNLESS I NOTIFY YOU OTHERWISE IN WRITING.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER

## Florida Uninsured Motorist Coverage Selection/Rejection - Commercial Automobile

### **YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORIST LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.**

Florida law permits you to make certain decisions regarding Uninsured Motorist Coverage provided under your policy.

You should read this document carefully and contact the Company or your agent or producer if you have any questions regarding Uninsured Motorist Coverage and your options with respect to this coverage. This document describes this coverage and the options available. This document includes general descriptions of coverage. However, no coverage is provided by this document. You should review your policy and your Declarations Page(s) for complete information on the coverages you are provided.

Uninsured Motorist Coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting therefrom. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the policy. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the Bodily Injury Limits are less than your damages.

Florida law requires that automobile policies include Uninsured Motorist Coverage at limits equal to the Split Bodily Injury Liability Limits or Combined Single Limit for Liability in your policy unless you select a lower limit offered by the Company, or reject Uninsured Motorist Coverage entirely.

#### **New Customers**

If you do not select any of the options below, your policy will include Uninsured Motorist Coverage limits equal to your Split Bodily Injury Liability Limits or Combined Single Limit for Liability.

#### **Renewal/Existing Customers**

If you previously have purchased or rejected Uninsured Motorist Coverage, your current policy Declaration Page(s) will reflect that choice. That selection will continue to apply to your existing policy and any policy that renews, extends, changes, supersedes or replaces your existing policy. It will only change if you request in writing that it be changed, and you pay the appropriate premium for the changed coverage. However, if you change your Split Bodily Injury Liability Limits or Combined Single Limit for Liability, your Uninsured Motorist Coverage limits will equal your revised Split Bodily Injury Liability Limits or Combined Single Limit for Liability until you complete a new election form.

Please indicate below whether you entirely reject Uninsured Motorist Coverage, whether you select this coverage at limits lower than the Split Bodily Injury Liability Limits or Combined Single Limit for Liability of your policy, or whether you select this coverage at limits equal to the Split Bodily Injury Liability Limits or Combined Single Limit for Liability of your policy:

- ☐ I hereby REJECT Uninsured Motorist Coverage entirely.
- ☐ I hereby select the following limits of Uninsured Motorist Coverage, which are LOWER THAN my Split Bodily Injury Liability Limits or Combined Single Limit for Liability: (Please check with the Company or your agent or producer for the limits offered, and indicate below.)

\$          each person	<b>OR</b>	\$          combined single limit
\$          each accident.		

- ☒ I hereby select Uninsured Motorist Coverage at limits EQUAL TO my Split Bodily Injury Liability Limits or Combined Single Limit for Liability. (If you select this option, disregard the bold face statement at the top of this page unless you are designated as an individual on the policy and you elect the non-stacked option on page two of this form.)

I understand and agree that selection of any of the above options applies to my liability insurance policy and future renewals or replacements of such policy which are issued at the same Split Bodily Injury Liability Limits or Combined Single Limit for Liability. If I decide to select another option at some future time, I must let the Company or my agent or producer know in writing.

\_\_\_\_\_  
Applicant's/Named Insured's Signature

\_\_\_\_\_  
Date

**ELECTION OF NON-STACKED/STACKED\* COVERAGE**  
**(Do not complete if you have rejected Uninsured Motorist Coverage)**

If you are designated as an individual under your policy, you have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorist Coverage. If you are designated as other than an individual, your policy will include non-stacked Uninsured Motorist Coverage, unless you reject Uninsured Motorist Coverage entirely.

Under non-stacked Uninsured Motorist Coverage, if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this policy will apply only to the extent of coverage (if any) which applies to that vehicle in this policy. If any injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist Coverage available on any one vehicle for which you are a named insured, insured family member, or insured resident of the named insured's household. This policy will not apply if you select the coverage available under any other policy issued to you or the policy of any other family member who resides with you.

If you do not elect to purchase non-stacked Uninsured Motorist Coverage, your Uninsured Motorist Coverage limit(s) for each motor vehicle is added together (**stacked\***) for all covered injuries. Thus, your Uninsured Motorist Coverage limit(s) would automatically change during the policy term if you increase or decrease the number of automobiles covered under the policy.

**New Customers**

If you do not elect an option below, your policy will include the **stacked\*** type of Uninsured Motorist Coverage.

**Renewal/Existing Customers**

If you have previously purchased Uninsured Motorist Coverage, your current policy Declarations Page(s) will reflect either **stacked\*** or non-stacked coverage. That selection will continue to apply to your existing policy and any policy that renews, extends, changes, supersedes or replaces your existing policy. It will only change if you request in writing that it be changed, and you pay the appropriate premium for the changed coverage. However, if you change your Split Bodily Injury Liability Limits or Combined Single Limit for Liability, your Uninsured Motorist Coverage limits will be **stacked\*** until you complete a new election form.

Please indicate below whether you elect the non-stacked type or the **stacked\*** type of Uninsured Motorist Coverage:

☒ I hereby elect the non-stacked type of Uninsured Motorist Coverage.

☐ I hereby elect the **stacked\*** type of Uninsured Motorist Coverage. (If you elect this option, disregard the bold statement at the top of page one of this form, unless you selected Uninsured Motorist Coverage at limits less than your Split Bodily Injury Liability Limits or Combined Single Limit for Liability on page one of this form.)

I understand and agree that any election of **stacked\*** or non-stacked Uninsured Motorist Coverage applies to my liability insurance policy and future renewals or replacements of such policy which are issued at the same Split Bodily Injury Liability Limits or Combined Single Limit for Liability. If I decide to select another option at some future time, I must let the Company or my agent or producer know in writing.

---

**Applicant's/Named Insured's Signature**

---

Date

**\*If you are not designated as an individual in your policy, stacking of Uninsured Motorist Coverage is not available.**



# COMMERCIAL INSURANCE APPLICATION

## APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)

09/15/2020

<b>AGENCY</b> Edgewood Partners Ins Center 14881 Quorum Drive, Suite 850  Dallas TX 75254	<b>CARRIER</b> Philadelphia Indemnity Insurance Co <b>NAIC CODE</b> 18058 <b>COMPANY POLICY OR PROGRAM NAME</b>  <b>PROGRAM CODE</b>  <b>POLICY NUMBER</b> APP773401
<b>CONTACT NAME:</b> Joffrey Clark <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Joffrey.Clark@epicbrokers.com <b>CODE:</b> <b>SUBCODE:</b> JCLA1 <b>AGENCY CUSTOMER ID:</b> IDEAFLO	<b>UNDERWRITER</b>  <b>UNDERWRITER OFFICE</b>  <b>STATUS OF TRANSACTION</b>  <input type="checkbox"/> QUOTE <input type="checkbox"/> ISSUE POLICY <input type="checkbox"/> RENEW <input type="checkbox"/> BOUND (Give Date and/or Attach Copy): <input type="checkbox"/> CHANGE <b>DATE</b> <b>TIME</b> <input type="checkbox"/> AM <input type="checkbox"/> PM <input type="checkbox"/> CANCEL

### LINES OF BUSINESS

INDICATE LINES OF BUSINESS		PREMIUM		PREMIUM			PREMIUM	
	BOILER & MACHINERY	\$		CYBER AND PRIVACY	\$		YACHT	\$
	BUSINESS AUTO	\$		FIDUCIARY LIABILITY	\$			\$
	BUSINESS OWNERS	\$		GARAGE AND DEALERS	\$			\$
	COMMERCIAL GENERAL LIABILITY	\$		LIQUOR LIABILITY	\$			\$
	COMMERCIAL INLAND MARINE	\$		MOTOR CARRIER	\$			\$
	COMMERCIAL PROPERTY	\$		TRUCKERS	\$			\$
	CRIME	\$	⊗	UMBRELLA	\$			\$

### ATTACHMENTS

ACCOUNTS RECEIVABLE / VALUABLE PAPERS	GLASS AND SIGN SECTION	STATEMENT / SCHEDULE OF VALUES
ADDITIONAL INTEREST SCHEDULE	HOTEL / MOTEL SUPPLEMENT	STATE SUPPLEMENT (If applicable)
ADDITIONAL PREMISES INFORMATION SCHEDULE	INSTALLATION / BUILDERS RISK SECTION	VACANT BUILDING SUPPLEMENT
APARTMENT BUILDING SUPPLEMENT	INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	VEHICLE SCHEDULE
CONDO ASSN BYLAWS (for D&O Coverage only)	INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
CONTRACTORS SUPPLEMENT	LOSS SUMMARY	
COVERAGES SCHEDULE	OPEN CARGO SECTION	
DEALERS SECTION	PREMIUM PAYMENT SUPPLEMENT	
DRIVER INFORMATION SCHEDULE	PROFESSIONAL LIABILITY SUPPLEMENT	
ELECTRONIC DATA PROCESSING SECTION	RESTAURANT / TAVERN SUPPLEMENT	

### POLICY INFORMATION

PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT	MINIMUM PREMIUM	POLICY PREMIUM
09/14/2020	06/30/2021	<input checked="" type="checkbox"/> DIRECT <input type="checkbox"/> AGENCY				\$	\$	\$

### APPLICANT INFORMATION

<b>NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4)</b> IDEA Florida, Inc. 2115 W. Pike Blvd.  Weslaco TX 78596	<b>GL CODE</b>  <b>SIC</b> 82 <b>NAICS</b>  <b>FEIN OR SOC SEC #</b>  <b>BUSINESS PHONE #:</b> <b>WEBSITE ADDRESS</b> www.ideapublicschools.org
<input type="checkbox"/> CORPORATION <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> NOT FOR PROFIT ORG <input type="checkbox"/> SUBCHAPTER "S" CORPORATION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> TRUST	
<b>NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)</b>	<b>GL CODE</b>  <b>SIC</b>  <b>NAICS</b>  <b>FEIN OR SOC SEC #</b>  <b>BUSINESS PHONE #:</b> <b>WEBSITE ADDRESS</b>
<input type="checkbox"/> CORPORATION <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> NOT FOR PROFIT ORG <input type="checkbox"/> SUBCHAPTER "S" CORPORATION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> TRUST	
<b>NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)</b>	<b>GL CODE</b>  <b>SIC</b>  <b>NAICS</b>  <b>FEIN OR SOC SEC #</b>  <b>BUSINESS PHONE #:</b> <b>WEBSITE ADDRESS</b>
<input type="checkbox"/> CORPORATION <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> NOT FOR PROFIT ORG <input type="checkbox"/> SUBCHAPTER "S" CORPORATION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> TRUST	

# CONTACT INFORMATION

AGENCY CUSTOMER ID: IDEAFLO

CONTACT TYPE: Inspection Contact		CONTACT TYPE: Accounting Contact	
CONTACT NAME:		CONTACT NAME:	
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL
PRIMARY E-MAIL ADDRESS:		PRIMARY E-MAIL ADDRESS:	
SECONDARY E-MAIL ADDRESS:		SECONDARY E-MAIL ADDRESS:	

# PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC #	STREET 2115 W. Pike Blvd.;	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
1		INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: Weslaco STATE: TX	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY: Hidalgo ZIP:78596				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: STATE:	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY: ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: STATE:	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY: ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: STATE:	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY: ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N

# NATURE OF BUSINESS

APARTMENTS	CONTRACTOR	MANUFACTURING	RESTAURANT	SERVICE	DATE BUSINESS STARTED (MM/DD/YYYY)
CONDOMINIUMS	INSTITUTIONAL	OFFICE	RETAIL	WHOLESALE	
DESCRIPTION OF PRIMARY OPERATIONS					
RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:					
INSTALLATION, SERVICE OR REPAIR WORK		OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK			
%		%			
DESCRIPTION OF OPERATIONS OF OTHER NAMED INSURED					

# ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER
ADDITIONAL INSURED						LOCATION: BUILDING:
BREACH OF WARRANTY						VEHICLE: BOAT:
CO-OWNER						AIRPORT: AIRCRAFT:
EMPLOYEE AS LESSOR						ITEM CLASS: ITEM:
LEASEBACK OWNER						ITEM DESCRIPTION
LENDER'S LOSS PAYABLE						
LIENHOLDER						
LOSS PAYEE						
MORTGAGEE						
OWNER						
REGISTRANT						
TRUSTEE						
REFERENCE / LOAN #:	INTEREST END DATE:					
LIEN AMOUNT:	PHONE (A/C, No, Ext):		FAX (A/C, No):			
REASON FOR INTEREST:		E-MAIL ADDRESS:				



**GENERAL INFORMATION**

<b>EXPLAIN ALL "YES" RESPONSES</b>				<b>Y / N</b>
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?				Y
PARENT COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?				N
SUBSIDIARY COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?				Y
<input type="checkbox"/> SAFETY MANUAL	<input type="checkbox"/> SAFETY POSITION	<input type="checkbox"/> MONTHLY MEETINGS	<input type="checkbox"/> OSHA	<input type="checkbox"/>
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?				N
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)				N
LINE OF BUSINESS	POLICY NUMBER	LINE OF BUSINESS	POLICY NUMBER	
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)				N
<input type="checkbox"/> NON-PAYMENT	<input type="checkbox"/> AGENT NO LONGER REPRESENTS CARRIER	<input type="checkbox"/>		
<input type="checkbox"/> NON-RENEWAL	<input type="checkbox"/> UNDERWRITING	<input type="checkbox"/> CONDITION CORRECTED (Describe):		
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?				N
7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).				N
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?				N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?				N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?				N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:				N
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)				N
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?				N
14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)				N
15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)				N

**REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

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**PRIOR CARRIER INFORMATION**

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

**PRIOR CARRIER INFORMATION (continued)**
**AGENCY CUSTOMER ID: IDEAFLO**

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

**LOSS HISTORY**
**Check if none (Attach Loss Summary for Additional Loss Information)**

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST \_\_\_\_ YEARS

**TOTAL LOSSES: \$**

DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBROGATION Y / N	CLAIM OPEN Y / N

**SIGNATURE**

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.

 (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) **(Applicant's Initials):** \_\_\_\_\_

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER



## UMBRELLA / EXCESS SECTION

DATE (MM/DD/YYYY)

09/15/2020

**IMPORTANT - If CLAIMS MADE is checked in the POLICY INFORMATION section below, this is an application for a claims-made policy.**  
**Read all provisions of the policy carefully.**

AGENCY Edgewood Partners Ins Center		CARRIER Philadelphia Indemnity Insurance Co	NAIC CODE 18058
POLICY NUMBER APP773401	EFFECTIVE DATE 09/14/2020	NAMED INSURED(S) IDEA Florida, Inc.	

## POLICY INFORMATION

TRANSACTION TYPE				LIMIT OF LIABILITY		RETAINED LIMIT
<input checked="" type="checkbox"/> NEW	<input checked="" type="checkbox"/> UMBRELLA	<input checked="" type="checkbox"/> OCCURRENCE	<input type="checkbox"/> VOLUNTARY	\$ 2,000,000	EA OCC	\$
<input type="checkbox"/> RENEWAL	<input type="checkbox"/> EXCESS	<input type="checkbox"/> CLAIMS MADE		\$ 2,000,000	AGG	
EXPIRING POL #:				\$		FIRST DOLLAR DEFENSE (Y / N)

## EMPLOYEE BENEFITS LIABILITY

LIMIT OF INSURANCE (Ea Employee) \$	AGGREGATE LIMIT FOR EBL \$	RETAINED LIMIT FOR EBL \$	RETROACTIVE DATE FOR EBL
NAME OF BENEFIT PROGRAM			

## PRIMARY LOCATION &amp; SUBSIDIARIES (ACORD 125)

#	NAME AND LOCATION OF PRIMARY AND ALL SUBSIDIARY COMPANIES (Describe Operations)	ANNUAL PAYROLL	ANN GROSS SALES	FOREIGN GROSS SALES	# EMPL
	NAME: LOCATION: DESCRIPTION:				
	NAME: LOCATION: DESCRIPTION:				
	NAME: LOCATION: DESCRIPTION:				
	NAME: LOCATION: DESCRIPTION:				
	NAME: LOCATION: DESCRIPTION:				
	NAME: LOCATION: DESCRIPTION:				

## UNDERLYING INSURANCE

LIST ALL LIABILITY / COMPENSATION POLICIES IN FORCE TO APPLY AS UNDERLYING INSURANCE						+ - RATING MOD				
TYPE	CARRIER / POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS	ANNUAL RENEWAL PREMIUM					
AUTOMOBILE LIABILITY				CSL EA ACC \$	\$					
				BI EA ACC \$	\$					
				BI EA PER \$	\$					
				PD EA ACC \$	\$					
GENERAL LIABILITY POLICY TYPE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	Philadelphia Indemnity Insurance Co PHPK2152493	05/25/2020	06/30/2021	EACH OCCURRENCE \$ 1,000,000	PREM / OPS					
				GENERAL AGGR \$ 2,000,000	\$					
				PROD & COMP OPS AGGREGATE \$ 2,000,000	PRODUCTS					
				PERSONAL & ADV INJURY \$ 1,000,000	\$					
				DAMAGE TO RENTED PREMISES \$ 100,000	OTHER					
				MEDICAL EXPENSE \$ 5,000	\$ 0.00					
				EMPLOYERS LIABILITY					EACH ACCIDENT \$	\$
									DISEASE EACH EMPLOYEE \$	
DISEASE POLICY LIMIT \$										
					\$					
					\$					

**UNDERLYING INSURANCE (continued)**

<b>UNDERLYING GENERAL LIABILITY INFORMATION (Explain all "YES" responses)</b>										
1. ARE DEFENSE COSTS:		WITHIN AGGREGATE LIMITS?			A SEPARATE LIMIT?		<input checked="" type="checkbox"/> UNLIMITED?			
2. INDICATE THE EDITION DATE OF THE ISO FORM OR SIMILAR FILING FOR THE UNDERLYING COVERAGE:										
3. HAS ANY PRODUCT, WORK, ACCIDENT OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE? (Y / N)									<input type="checkbox"/> n	
4. FOR CLAIMS MADE, INDICATE RETROACTIVE DATE OF CURRENT UNDERLYING POLICY:										
5. FOR CLAIMS MADE, INDICATE ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE:										
6. FOR CLAIMS MADE, WAS "TAIL" COVERAGE PURCHASED FOR ANY PREVIOUS PRIMARY OR EXCESS POLICY? (Y / N)									<input type="checkbox"/> EFF. DATE: _____	
CHECK ALL COVERAGES IN UNDERLYING POLICIES. ALSO CHECK IF ANY EXPOSURES ARE PRESENT FOR EACH COVERAGE. PROVIDE AN EXPLANATION. EXPLAIN IF DIFFERENT LIMITS, EXTENSIONS, OR EXCLUSIONS. EXPLAIN ANY SPECIAL COVERAGES BEYOND STANDARD FORMS. <b>EXPLAIN ALL EXPOSURES.</b>										
<b>CHECK IF APPROPRIATE</b>			<b>COVERAGE</b>		<b>EXPOSURE</b>		<b>COVERAGE</b>			<b>EXPOSURE</b>
<input checked="" type="checkbox"/>	ANY AUTO (SYMBOL 1)		<input type="checkbox"/>	CARE, CUSTODY, CONTROL	<input type="checkbox"/>		<input type="checkbox"/>	PROFESSIONAL LIABILITY (E&O)	<input type="checkbox"/>	
<input type="checkbox"/>	CGL - CLAIMS MADE		<input type="checkbox"/>	EMPLOYEE BENEFIT LIABILITY	<input type="checkbox"/>		<input type="checkbox"/>	VENDORS LIABILITY	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	CGL - OCCURRENCE		<input type="checkbox"/>	FOREIGN LIABILITY / TRAVEL	<input type="checkbox"/>		<input type="checkbox"/>	WATERCRAFT LIABILITY	<input type="checkbox"/>	
<b>COVERAGE</b>			<b>EXPOSURE</b>							
<input type="checkbox"/>	AIRCRAFT LIABILITY		<input type="checkbox"/>	GARAGEKEEPERS LIABILITY	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	AIRCRAFT PASSENGER LIABILITY		<input type="checkbox"/>	INCIDENTAL MEDICAL MALPRACTICE	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	ADDITIONAL INTERESTS		<input type="checkbox"/>	LIQUOR LIABILITY	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>			<input type="checkbox"/>	POLLUTION LIABILITY	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
UNDERLYING INSURANCE COVERAGE INFORMATION (INCLUDE ALL RESTRICTIONS; e.g. LASER ENDORSEMENTS, DISCRIMINATION, SUBROGATION WAIVERS, OR EXTENSIONS OF COVERAGE) ACORD 101, Additional Remarks Schedule, may be attached if more space is required.										
PREVIOUS EXPERIENCE: (GIVE DETAILS OF ALL LIABILITY CLAIMS EXCEEDING \$10,000 OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS, DURING THE PAST FIVE (5) YEARS, WHETHER INSURED OR NOT. SPECIFY DATE, COVERAGE, DESCRIPTION, AMOUNT PAID, AMOUNT OUTSTANDING) ACORD 101, Additional Remarks Schedule, may be attached if more space is required.										
<input type="checkbox"/>	NO SUCH CLAIMS									

**CARE, CUSTODY, CONTROL**

LOC	PROPERTY TYPE	VALUE	A*	B*	C*	D*	SQ FT OF BLDG OCC
	REAL						
	PERSONAL						
OCCUPANCY / DESCRIPTION OF PERSONAL PROPERTY							
*APPLICANT: [A] IS HELD HARMLESS IN THE LEASE, [B] HAS A WAIVER OF SUBROGATION, [C] IS A NAMED INSURED IN THE FIRE POLICY, [D] OTHER (specify)							

**VEHICLES**

TYPE	# OWNED	# NON-OWNED	# LEASED	PROPERTY HAULED	RADIUS (MILES)		
					LOCAL	INTER-MEDIATE	LONG DISTANCE
PRIVATE PASSENGER							
TRUCKS	LIGHT						
	MEDIUM						
	HEAVY						
	EX. HEAVY						
TRUCKS / TRACTORS	HEAVY						
	EX. HEAVY						
BUSES							

**ADDITIONAL EXPOSURES**

EXPLAIN ALL "YES" RESPONSES, PROVIDE OTHER INFORMATION REQUIRED										Y / N
<b>ADVERTISERS LIABILITY</b>										
1. MEDIA USED: ANNUAL COST: \$										
2. ARE SERVICES OF AN ADVERTISING AGENCY USED?										
3. ANY COVERAGE PROVIDED UNDER AGENCY'S POLICY?										
<b>AIRCRAFT LIABILITY</b>										
4. DOES APPLICANT OWN / LEASE / OPERATE AIRCRAFT?										
<b>AUTO LIABILITY</b>										
5. ARE EXPLOSIVES, CAUSTICS, FLAMMABLES OR OTHER DANGEROUS CARGO HAULED?										n
6. ARE PASSENGERS CARRIED FOR A FEE?										n
7. ANY UNITS NOT INSURED BY UNDERLYING POLICIES?										n
8. ARE ANY VEHICLES LEASED OR RENTED TO OTHERS?										n
9. ARE HIRED AND NON-OWNED COVERAGES PROVIDED?										y
<b>CONTRACTORS LIABILITY</b>										
10. IS BRIDGE, DAM, OR MARINE WORK PERFORMED?										
11. DESCRIBE TYPICAL JOBS PERFORMED (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)										
12. DESCRIBE AGREEMENT (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)										
13. DOES APPLICANT OWN, RENT, OR OTHERWISE USE CRANES?										
14. DO SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN APPLICANT?										
<b>EMPLOYERS LIABILITY</b>										
15. IS APPLICANT SELF-INSURED IN ANY STATE?										
16. SUBJECT TO:										
		JONES ACT		FELA		STOP GAP		OTHER:		
<b>INCIDENTAL MALPRACTICE LIABILITY</b>										
17. IS A HOSPITAL OR FIRST AID FACILITY MAINTAINED?										
18. ARE COVERAGES PROVIDED FOR DOCTORS / NURSES?										
19. INDICATE # OF DOCTORS:										
NURSES:										
BEDS:										

**AGENCY CUSTOMER ID: IDEAFLO**

**REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**



FRAUD STATEMENTS

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties\* (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

SIGNATURE

IF THE COMPANY TO WHICH I AM APPLYING OFFERS UNINSURED MOTORISTS (UM), UNDERINSURED MOTORISTS (UIM) AND/OR MEDICAL PAYMENTS COVERAGE IN MY STATE:

UNINSURED MOTORISTS (UM) COVERAGE: \$ \_\_\_\_\_ \* UNDERINSURED MOTORISTS (UIM) COVERAGE: \$ \_\_\_\_\_ \*  
MEDICAL PAYMENTS COVERAGE: \$ \_\_\_\_\_ \* IF APPLICABLE IN YOUR STATE

APPLICABLE ONLY IN LOUISIANA, NEW HAMPSHIRE AND VERMONT

APPLICABLE ONLY IN LOUISIANA:

I ACKNOWLEDGE THAT UM COVERAGE HAS BEEN EXPLAINED TO ME, AND I HAVE BEEN OFFERED THE OPTION OF SELECTING UM LIMITS EQUAL TO MY LIABILITY LIMITS, UM LIMITS LOWER THAN MY LIABILITY LIMITS, OR TO REJECT UM COVERAGE ENTIRELY.

1. I SELECT UM LIMITS INDICATED IN THIS APPLICATION.  OR 2. I REJECT UM COVERAGE IN ITS ENTIRETY.   
(INITIALS) (INITIALS)

APPLICABLE ONLY IN NEW HAMPSHIRE:

I ACKNOWLEDGE THAT UM COVERAGE HAS BEEN EXPLAINED TO ME, AND I HAVE BEEN OFFERED THE OPTION OF SELECTING UM LIMITS EQUAL TO MY LIABILITY LIMITS OR TO REJECT UM COVERAGE ENTIRELY.

1. I SELECT UM LIMITS INDICATED IN THIS APPLICATION.  OR 2. I REJECT UM COVERAGE IN ITS ENTIRETY.   
(INITIALS) (INITIALS)

APPLICABLE ONLY IN VERMONT:

I ACKNOWLEDGE THAT I HAVE BEEN OFFERED UM COVERAGE EQUAL TO MY LIABILITY LIMITS. I HAVE SELECTED THE LIMITS INDICATED IN THIS APPLICATION.

IMPORTANT - THE STATEMENTS (ANSWERS) GIVEN ABOVE ARE TRUE AND ACCURATE. THE APPLICANT HAS NOT WILLFULLY CONCEALED OR MISREPRESENTED ANY MATERIAL FACT OR CIRCUMSTANCE CONCERNING THIS APPLICATION. THIS APPLICATION DOES NOT CONSTITUTE A BINDER.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER

## **Appendix H**

**IDEA Florida Board  
Action Item H  
October 27, 2020**

**Subject:** Authorization to Submit Notice of Intent and Draft Performance-Based Agreement

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**Proposed Board Action:** For Approval

**Executive Summary:**

Consistent with IDEA Florida's planned growth within the greater Tampa Bay region, IDEA will launch a fourth campus in August 2023. This action item authorizes IDEA staff to submit a Notice of Intent and draft Performance-Based Agreement that is substantially similar to prior Notice of Intent and Performance-Based Agreements approved by the Board. Upon submission of the Notice of Intent, IDEA Florida, through Counsel, will negotiate the terms of the Performance-Based Agreement, which will be presented to this Board for approval at a future meeting.

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**Supporting Documentation:** Notice of Intent submitted to Hillsborough County School Board for IDEA Tampa #3

**Presenter:** Adam Miller, VP Advancement, IDEA