



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 December 16, 2021. The Board will convene in Open Session at 5:00 pm (EST). The Board meeting will be held via conference call pursuant to the rules adopted by the Administration Commission under s. e120.54(5). Such meeting is a regular meeting.

Members of the public may submit comments on any agenda item(s) being considered by the Board or may request to address the board by submitting a request via the Public Appearance Form. Requests to address the board should be submitted no later than 2pm of the day of the meeting.

IDEA Florida

Board Meeting Agenda

December 16, 2021

Lizzette Gonzalez-Reynolds, Chair
Nick Rhodes, Secretary
Gary Chartrand, Director
Christina Barker, Director

Meeting URL: [Login](#) or call in at (361)-271-1871: Code: 839 328 330#

Call to Order: 5:00 pm EST

Welcome: Lizzette Reynolds

1. **Updates**
 - A. **Tampa Update**
 - B. **Jacksonville Update**
 - C. **Finance Update**
 - D. **Facilities Update**
2. **Approval of Minutes from November 9, 2021 business meeting**
3. **Action Items**
 - A. **Revision to Policy AST-S3, Student Handbook and Code of Conduct**
 - B. **Resolution of the Board Authorizing the execution and delivery of a lease agreement between IDEA Florida Inc., and IPS Enterprises Inc. for property in Jacksonville, Florida**
 - C. **Memorandum of Understanding: Civics Seal of Excellence (added to agenda by motion and unanimous approval)**
4. **Consent Agenda**
5. **Public Comment**
6. **Member Comments**
7. **Adjourn**



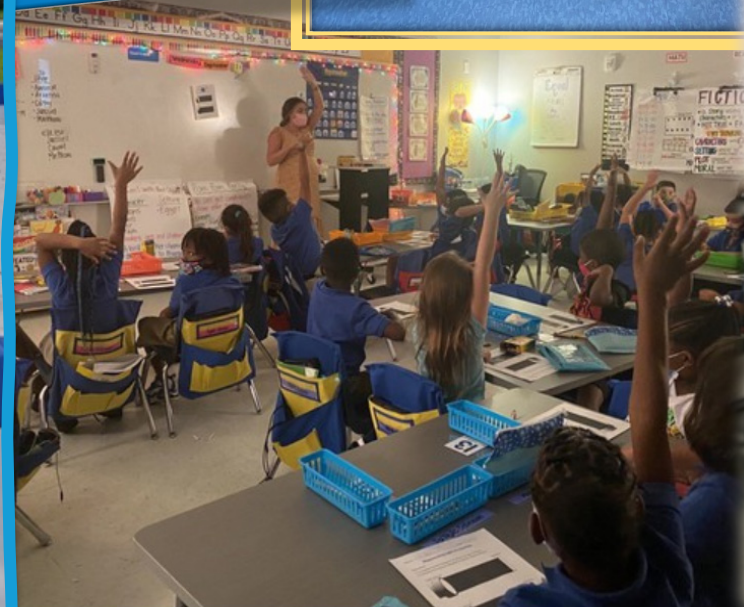
—Tampa ED—

UPDATE

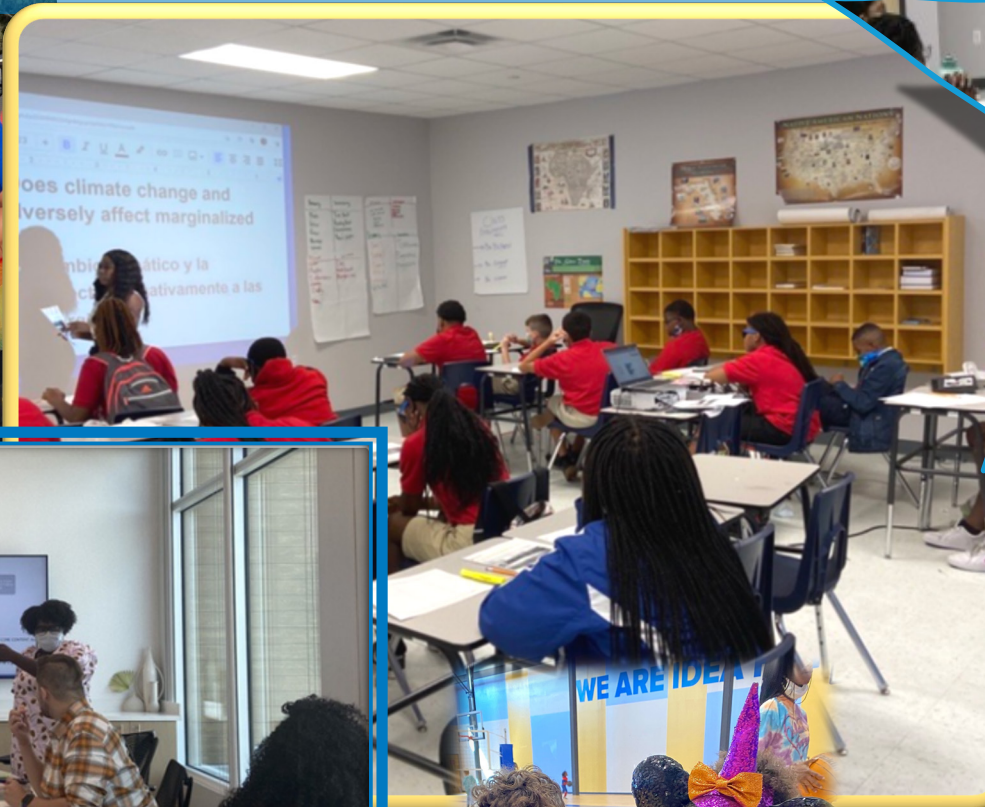
AUGUST



SEPTEMBER

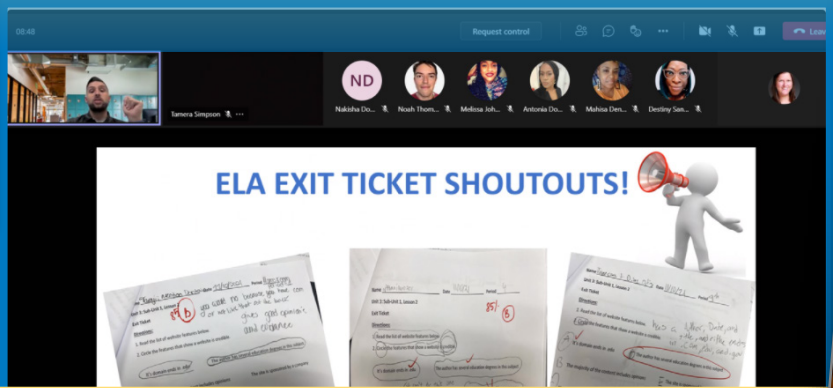


OCTOBER





NOVEMBER










2021-22 TB SECOND SEMESTER

GROW with QUALITY

Regional Focus Areas:

- ☒ Leadership Development
- ☒ Structural Clarity & Consistency
- ☒ Updated Hiring Systems & Process

IDEA Tampa Bay: 2021-22 Q2 Report Card

Goal`	PTG	Status
A Rating	37 18 6 (+8 -1 -2) Region ELA 20 13 6 (-1 0 +1) Region Math 42 21 7 (+21 -1 -2) <i>Victory 6th ELA</i> 32 13 5 (+7 -2 -1) <i>Hope 6th ELA</i> 28 19 9 (+2 +2 +2) <i>Victory 6th Math</i> 11 6 3 <i>Hope 6th Math</i>	
80% K-2 Reading On/Above Grade Level	21% (+2) Region (41% K, 8% 1st, 6% 2nd) (+10 -5 +4) 24% <i>Victory (46% K, 9% 1st, 9% 2nd)</i> (+4 -9 +3) 16% (+4) <i>Hope (34% K, 6% 1st, 3% 2nd)</i> (+16 0 -5)	
80% K-2 Math On/Above Grade Level	67 59 44 (+4 +4 +3) Region 86 81 66 (+8 +9 +7) <i>Victory K</i> 89 84 58 (+10 +10 +5) <i>Hope K</i> 88 81 72 <i>Victory 1st</i> 62 49 33 <i>Hope 1st</i> 48 38 23 (+8 +6 +6) <i>Victory 2nd</i> 34 24 12 (+7 +7 +6) <i>Hope 2nd</i>	
100% 22-23 Projected Enrollment	46.67% (+16.62) Region 60.39% (+18.47) <i>Victory</i> 32.95 (+14.48) <i>Hope</i>	
85% Teacher Retention 85% Employee Retention	82.93% 83.68% Region	
90% New Student Persistence	96.59% Region 96.36% <i>Victory Academy</i> 99.32% <i>Victory College Prep</i> 95.44% <i>Hope Academy</i> 97.08% <i>Hope College Prep</i>	
97.5% Average Daily Attendance	89.69% (+0.02) Region 87.73% <i>Victory Academy</i> 90.20% <i>Victory College Prep</i> 91.21% (+2.27) <i>Hope Academy</i> 91.46% <i>Hope College Prep</i>	



Jacksonville
IDEA
Public Schools

Jacksonville Goals – 21-22

Annual Performance Goals (Proposed)	Progress	On track?
85% staff retention, with no gap in teacher retention	At 83% (40/48 staff hired, onboarded, and retained)	
100% Projected Student Enrollment by 11th DOS	<p>Bassett: KG- 106, 1st- 79, 2nd- 64.5, 6th- 51 PTG: 300.5/1128 = 26.6%</p> <p>River Bluff: KG- 110.5, 1st- 46.5, 2nd- 42.5, 6th- 43 PTG for Oct: 242.5/1128 = 21.5%</p> <p>National average is 33.7%</p>	
Four Active RAB Members (Jacksonville regional advisory board) by June 2022	Jaime Hamilton, Regional Development manager started this week. Alec M	
100% hired for Y1 staffing by June 30th, 2022	All instructional position have been posted. We are on track to start interviews and make offers in January.	
Close Site 3 for 23-24 (by April) and identify Site 4 for 24-25 (by August 2022)	Site 3 under contract and closing anticipated in March/April. Site #4 at Go/No Go meeting this week.	

Challenges for 21-22

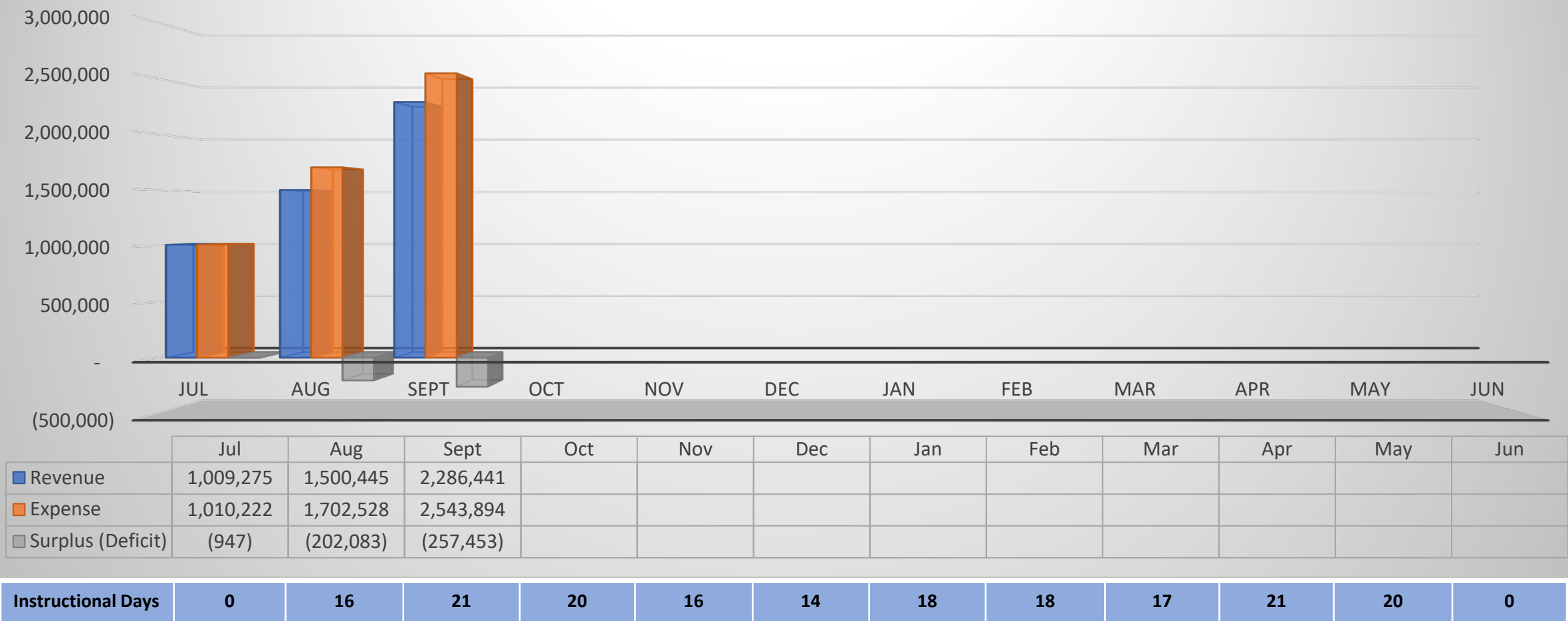
Goal	PTG	On track?
85% Staff retention	Our RDO resigned with her last day being this Friday. Interviewing three candidates next week.	Operational (7/11= 63.6%) Regional staff (5/7 = 71.4%) Instructional (28/30= 93.3%)
100% Enrolled	Many events scheduled in December, including a Super Recruitment event on Dec. 11 th . We anticipate a large increase in applications after DCPS School Choice Expo	Off track to be ready for lottery in February. Working with marketing team to increase tv/radio marketing and mailouts now and January before DCPS Expo.
Campuses 100% ready to open Day 1	IDEA River Bluff recently obtained permits needed to begin. Construction has not started and we are two months behind schedule. At best, we may have access to 1st floor on Day 1 w/ construction on 2 nd floor until end of September.	Off track. Beginning discussion for Plan B; open in portables on adjacent land of construction site.

IDEA Florida September 2021 Financial Statements Review

Travis Markey
Sr. Director of Finance / IPS Controller

KEY PERFORMANCE INDICATORS

Revenue – Expense – Surplus/(Deficit) Month-to-Date



KEY PERFORMANCE INDICATORS

Revenue – Expense – Surplus/(Deficit) Year-to-Date



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Revenue	1,009,275	2,509,720	3,786,886									
Expense	1,010,222	2,712,750	4,246,422									
Surplus (Deficit)	(947)	(203,030)	(459,536)									

Instructional Days	0	16	21	20	16	14	18	18	17	21	20	0
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IDEA Florida

Tampa Bay & Jacksonville, Florida

MONTHLY FINANCIAL REPORT

September 30, 2021

IDEA Florida
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IDEA Florida
Statements of Financial Position

	September 30, 2021			June 30, 2021		
	<u>Tampa Bay</u>	<u>Jacksonville</u>	<u>Consolidated</u>	<u>Tampa Bay</u>	<u>Jacksonville</u>	<u>Consolidated</u>
	<u>(Unaudited)</u>	<u>(Unaudited)</u>	<u>(Unaudited)</u>	<u>(Unaudited)</u>	<u>(Unaudited)</u>	<u>(Unaudited)</u>
ASSETS						
Current Assets						
Cash and cash equivalents-operating	\$ 3,224,460	\$ 168,269	\$ 3,392,729	\$ 1,131,639	\$ -	\$ 1,131,639
Due from state	1,648,171	473,180	2,121,351	2,002,198	799,275	\$ 2,801,474
Due from affiliates	523,125	927,774	1,450,899	1,688,001	750,960	\$ 2,438,962
Prepaid expenses	22,477	-	22,477	14,210	-	\$ 14,210
Other current assets	54,850	-	54,850	54,850	71,000	\$ 125,850
Total Current Assets	5,473,083	1,569,223	7,042,306	4,890,898	1,621,235	6,512,134
TOTAL ASSETS	5,473,083	1,569,223	7,042,306	4,890,898	1,621,235	6,512,134
LIABILITIES AND NET ASSETS						
Current Liabilities						
Accounts payable	359,424	26,748	386,172	-	-	-
Accrued expenses	270,382	1,212	271,594	104,343	-	104,343
Deferred revenues	3,850,676	-	3,850,676	3,340,855	-	3,340,855
Due to affiliates	1,194,684	412,263	1,606,947	1,082,830	412,263	1,495,093
Total Current Liabilities	5,675,166	440,223	6,115,389	4,528,028	412,263	4,940,291
Long-Term Liabilities						
Notes payable	-	1,200,000	1,200,000	-	1,200,000	1,200,000
Total Long-Term Liabilities	-	1,200,000	1,200,000	-	1,200,000	1,200,000
Total Liabilities	5,675,166	1,640,223	7,315,389	4,528,028	1,612,263	6,140,291
Net Assets						
With donor restrictions	-	-	-	362,871	8,972	371,843
Without donor restrictions	(202,083)	(71,000)	(273,083)	-	-	-
Total Net Assets	(202,083)	(71,000)	(273,083)	362,871	8,972	371,843
TOTAL LIABILITIES AND NET ASSETS	\$ 5,473,083	\$ 1,569,223	\$ 7,042,306	\$ 4,890,898	\$ 1,621,235	\$ 6,512,134

**IDEA Florida
Statements of Activities**

	CY MTD				CY YTD	PY EOY	YTD Revised	YTD Actual
	09/30/21	09/30/21	09/30/21	08/31/21	09/30/21	06/30/21	09/30/21	to Budget
	Tampa Bay	Jacksonville	Consolidated	Consolidated	Consolidated	Consolidated	Consolidated	
	Actual	Actual	Actual	Actual	Actual	Actual	Budget	%
	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)		
REVENUES								
Revenues								
Grants - Private	\$ 3,000	\$ -	\$ 3,000	\$ 27,118	\$ 30,118	\$ 1,985	\$ 1,660,000	1.8%
School of Hope	1,431,821	428,154	1,859,975	1,083,219	2,943,194	8,878,964	20,419,960	14.4%
Student based activity (SBAA)	-	-	-	-	-	-	78,460	0.0%
Total Local Support	1,434,821	428,154	1,862,975	1,110,337	2,973,312	8,880,949	22,158,420	13.4%
								0.0%
State Program Support								0.0%
FEFP - State Aid	329,151	-	329,151	329,151	658,302	10,826	8,255,557	8.0%
Total State Program Support	329,151	-	329,151	329,151	658,302	10,826	8,255,557	8.0%
Federal Program Support								
Charter School Program (CSP)	-	-	-	-	-	-	2,439,091	0.0%
Child Nutrition Program (CNP)	94,315	-	94,315	60,957	155,272	-	2,055,102	7.6%
Total Federal Program Support	94,315	-	94,315	60,957	155,272	-	4,494,193	3.5%
								0.0%
Total Revenues	\$ 1,858,287	\$ 428,154	\$ 2,286,441	\$ 1,500,445	\$ 3,786,886	\$ 8,891,775	\$ 34,908,170	10.8%
EXPENSES								
Salaries and wages	\$ 1,002,748	\$ 315,473	\$ 1,318,221	\$ 1,078,534	\$ 2,396,755	\$ 5,301,110	\$ 15,685,771	15.3%
Payroll taxes	62,808	20,514	83,322	94,152	177,474	341,641	1,071,670	16.6%
Group Health Insurance	61,539	17,339	78,878	36,363	115,241	307,312	1,264,635	9.1%
Health Reimbursement Benefit	-	-	-	-	-	516	247,658	0.0%
Workers' Compensation	5,016	1,633	6,649	7,056	13,705	28,928	89,097	15.4%
Unemployment Compensation	2,498	754	3,252	3,339	6,591	13,492	76,549	8.6%
Teacher Retirement	31,875	10,346	42,221	41,177	83,398	181,791	733,638	11.4%
Legal service fees	2,363	554	2,917	2,917	5,834	43,511	50,000	11.7%
Consulting service fees	71,146	-	71,146	15,000	86,146	42,188	85,277	101.0%
Contracted services	384,348	1,313	385,661	97,330	482,991	1,552,646	6,430,695	7.5%
Repairs and maintenance	24,909	-	24,909	13,209	38,118	165	280,912	13.6%
Utilities	72,022	-	72,022	12,394	84,416	33,020	333,048	25.3%
General insurance	5,105	-	5,105	-	5,105	50,595	386,609	1.3%
Operating leases	15,879	21,692	37,571	2,559	40,130	128,326	330,554	12.1%
Food	84,403	-	84,403	-	84,403	-	860,222	9.8%
Non-food	-	-	-	-	-	-	99,818	0.0%
Supplies - General	224,067	6,155	230,222	290,611	520,833	137,069	2,974,061	17.5%
Supplies - \$1,000 to \$4,999	6,710	-	6,710	-	6,710	17,037	172,578	3.9%
Testing and reading material	7,929	-	7,929	7,562	15,491	391	145,814	10.6%
Travel	49,615	29,606	79,221	-	79,221	338,386	1,839,247	4.3%
Miscellaneous	760	2,775	3,535	325	3,860	91,802	147,064	2.6%
Dues	-	-	-	-	-	146	1,700	0.0%
Interest on Debt	-	-	-	-	-	2,000	-	0.0%
Total Operating Expenses	2,115,740	428,154	2,543,894	1,702,528	4,246,422	8,619,251	33,306,617	12.7%
Increase (Decrease) in Net Assets	\$ (257,453)	\$ -	\$ (257,453)	\$ (202,083)	\$ (459,536)	\$ 272,524	\$ 1,601,553	

IDEA Florida Facilities Update

Steven Hadley, II
VP of Facilities and Construction

Florida Facilities Update: December 16th, 2021

SITE	HIGHLIGHT	CHALLENGES	PROJECTED TCO/CO DATE
TAMPA BAY: Hope	Building turned over. Punch items complete.	Working on final closeout.	TCO issued on July 26, 2021 Full CO issued on October 29, 2021
TAMPA BAY: Ignite	Our second BOCC zoning hearing is scheduled for January 13, 2022. Zoning Hearing Magistrate recommendation was issued again with staff approval.	This site has been deferred until 2023 for campus launch.	Summer 2023
TAMPA BAY: Reynolds Transworld	Zoning application submitted. Administrative hearing in March, 2022.	N/A	Summer 2023
JAX: Basset	Contractor on board. Construction started 9/13.	Compressed schedule and supply chain issues.	Phased opening with main portion ready for occupancy by July 1st, 2022
JAX: River Bluff	Construction permit issued and construction is underway.	Permit was delayed by the city until December 2, 2021. Schedule is extremely compressed. Working on acceleration strategies and contingency plans.	Working to achieve phased opening with first floor ready for occupancy by July 15th, 2022
JAX: Lane and Lenox	Under design. Closing Scheduled for January, 2022.	Piloting new design model to achieve significant savings.	Summer, 2023

IDEA Public Schools
Florida Board of Directors Meeting

November 9, 2021

5:02 pm EST

Summary of Motions and Approvals

The Board passed a motion to approve the minutes from the September 15, 2021, business meeting.

Motion made by: Christina Barker
Second to motion: Nick Rhodes
All in favor: Motion carries unanimously.

The Board passed a motion to approve the Principal Contract Approval.

Motion made by: Christina Barker
Second to motion: Nick Rhodes
All in favor: Motion carries unanimously.

The Board passed a motion to approve the agreement with Relay Graduate School of Education.

Motion made by: Christina Barker
Second to motion: Nick Rhodes
All in favor: Motion carries unanimously.

The Board passed a motion to approve the uniform and community wash program donation agreement.

Motion made by: Christina Barker
Second to motion: Nick Rhodes
All in favor: Motion carries unanimously.

The Board passed a motion to approve the transportation handbook.

Motion made by: Christina Barker
Second to motion: Nick Rhodes
All in favor: Motion carries unanimously.

The Board passed a motion to approve the 2021-2022 budget amendment.

Motion made by: Christina Barker
Second to motion: Nick Rhodes
All in favor: Motion carries unanimously.

The board passed a motion to approve the consent agenda in one action item.

Motion made by: Christina Barker

Second to motion: Nick Rhodes
All in favor: Motion carries unanimously.

Board Members present: Lizzette Gonzalez Reynolds – Chair, Nick Rhodes, Christina Barker, Gary Chartrand

Staff and Consultants present: Daniel Woodring, Adam Miller, Jennifer White, Rolando Posada, Julene Robinson, Jose Luis De Leon, Travis Markey, Steven Hadley, II, Eric Haug, Andrew Clarence, Ann, Heller, Luis Rivas, Carlos Castaneda, Julene Robinson, Tita Teran

Audience present: None

Meeting is called to order by Lizzette Gonzalez-Reynolds at 5:02 pm (EST)

Updates

Travis Markey provided the financial update.
Jose Luis De Leon provided the Jacksonville update.
Steve Hadley, II provided the facilities update.
Julene Robinson provided the Tampa update.

Approval of Minutes

Lizzette Gonzalez-Reynolds requested a motion to approve the minutes from the September 15, 2021, Board of Directors meeting.

Motion made by: Christina Barker
Second to motion made by: Nick Rhodes
All in favor, None Opposed.
Motion carries unanimously.

Public Comment: None

Action Item A: Recommendation for Ignite

Julene Robinson presented the recommendation for IDEA Ignite. closing and rezoning will result in projected construction completion beyond August 2022. IDEA staff have reviewed multiple options including portables and incubation but have determined that deferring the launch until 2023 is in the best interest of students and families. Therefore, staff requests board approval of recommendation and authorize staff to provide necessary notifications.

Lizzette Gonzalez-Reynolds looked for a motion to approve the recommendation for IDEA Ignite.

Motion made by: Christina Barker

Second to motion: Nick Rhodes

All in favor, None Opposed.

Motion carries unanimously.

Action Item B: Principal Contract Approval

Julene Robinson presented the proposed employment agreement for Marc Sachse for approval. Julene Robinson, Executive Director of IDEA Tampa Bay, proposes a professional employment agreement for Marc Sachse.

Marc has been an educator serving in the communities of Miami in Florida, and in Brooklyn, Harlem and the Bronx in New York City. Marc is a proud graduate of the University of South Florida where he earned a BS in Interpersonal Communication. He began his teaching career in Miami as a Biology teacher, teaching Sciences up to AP Environmental Science. Moving to New York City Marc was able to serve as middle school math and science teacher, and eventually moved into leadership in 2015 as an Assistant Principal at Success Academy Charter School. In his role as an Assistant Principal, he led his school community to consistently having over 95% of his school pass the state math exam performing in the top 1% of the state. Additionally, Marc was able to lead his 8th grade scholars to earn 100% passing on both the 9th grade Algebra and Environmental Science exams. He loves seeing scholars be successful both in and out of the classroom.

Lizzette Gonzalez-Reynolds looked for a motion to approve the Principal Contract Approval.

Motion made by: Christina Barker

Second to motion: Nick Rhodes

All in favor, None Opposed.

Motion carries unanimously.

Action Item C: Signature Relay Education Program Agreement

Ann Heller presented the Resolution for signature authority. Relay is a national, accredited graduate school of education that provides state approved teacher certification and master's coursework leading to a state teaching credential and Master of Arts in Teaching degree. The proposed agreement will result in a partnership between Relay and IDEA Florida to prepare high-quality teachers to teach in IDEA Florida schools and will include options such as the Relay Teacher Residency, Alternative Route to Certification program, Master of Arts in Teaching program and Teaching Exceptional learners' program. The term of the agreement is three years and includes projected costs for 12 teachers not to exceed \$92,000.

Lizzette Gonzalez-Reynolds looked for a motion to approve the agreement with Relay Graduate School of Education.

Motion made by: Christina Barker

Second to motion: Nick Rhodes

All in favor, None Opposed.

Motion carries unanimously.

Action Item D: Uniform and Community Wash Program Donation

Alec Macauley presented this item. The proposed Uniform and Community Wash Program Donation Agreement (Agreement) is between IDEA Florida and Jabil, Inc. Jabil agrees to provide up to \$75,000 to IDEA Florida to be used for the purchase of school uniforms for students enrolled at the IDEA Victory or IDEA Hope campus and for the purchasing washing and drying equipment for both campuses, mesh laundry bags, and miscellaneous supplies required for establishment of the Community Wash Program.

Lizzette Gonzalez-Reynolds looked for a motion to approve the uniform and community wash program donation agreement.

Motion made by: Christina Barker

Second to motion: Nick Rhodes

All in favor, None Opposed.

Motion carries unanimously.

Action Item E: Transportation Handbook

Carlos Castaneda presented the item. The Florida School Bus Driver Handbook includes policies and procedure related to safety and operations (training, driver requirements, student management, bus stops, radio communications, bus capacity, severe weather, evacuations, and more), general operating procedures, fleet maintenance, special transportation, and human resources. It is a comprehensive set of procedures and expectations designed to ensure the safe and effective transport of our students.

Lizzette Gonzalez-Reynolds looked for a motion to approve the transportation handbook.

Motion made by: Christina Barker

Second to motion: Nick Rhodes

All in favor, None Opposed.

Motion carries unanimously.

Action Item F: 2021-22 Budget Amendment

Andrew Clarence presented this item. The proposed budget amendment recognizes adjustments due to actual versus projected enrollment, as well as additional revenues associated with federal funding.

Lizzette Gonzalez-Reynolds looked for a motion to approve the 2021-2022 budget

amendment.

Motion made by: Christina Barker

Second to motion: Nick Rhodes

All in favor, None Opposed.

Motion carries unanimously.

Action Item: Consent Agenda

Chair Gonzalez-Reynolds introduced the item and asked for a motion to approve the consent agenda in one item.

4. Consent Agenda

A. Revision to AST-S2: Grading Policy

B. Intrusion Alarm Monitoring Agreement: BCI Integrated Solutions

Motion made by: Christina Barker

Second to motion: Nick Rhodes

All in favor, None Opposed.

Motion carries unanimously.

Member Comment: None.

Adjourn

Meeting was adjourned at 5:56 pm EST.

I certify that the foregoing are the true and correct minutes of the meeting of the Board of Directors of IDEA Florida held on November 9, 2021.

Nick Rhodes, Board Secretary

Date

**IDEA Florida
Board Action Item
December 16, 2021**

Subject: Proposed Revisions to Policy AST-S3: Student Handbook and Code of Conduct

Proposed Board Action: For Approval

Executive Summary:

The proposed revisions to the Florida Student Handbook are marked in strikethrough and underlined in the supporting documentation. The proposed revisions address the following areas:

- **Communicable Diseases: See pg. 18**
- **Coronavirus Disease (Covid-19): See pg. 18**
- **Administration of Medication: See pg. 19:**
- **Authorized Employers: See pg. 21**
- **Provision of Medical Services by District School Board Personnel: See pg. 21**
- **Vision, Hearing, and Growth & Development Screenings: See pg. 23**
- **Dyslexia and Other Disorders: See pg. 21**

Supporting Documentation: Policy AST-S3 (Student Handbook) with proposed revisions

Presenter: Lalita Pillai, Regional Registered Nurse, IDEA Tampa Bay

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Dear IDEA Florida Students & Families,

Our faculty welcomes you to the 2021–22 school year. We look forward to working with you to help your child be a successful college-bound student. At IDEA Public Schools, we strive to provide a safe learning environment for all children. We have high expectations of ourselves. To effectively meet our high expectations, we expect students and their families to take an active role in education by reading and following the requirements of the Student & Family Handbook.

This Handbook is an overview of our schools’ goals, services, and rules. It is an essential reference book describing what we expect of our students and parents, what you can expect from us, and how we will achieve our educational mission. We have attempted to make the language in this Handbook as straightforward as possible. Please note that the term “parent” is used to refer to the parent, legal guardian, or other person who has agreed to assume school-related responsibility for a student.

The Handbook includes general information regarding school policy and procedures, important health and safety information, information about academics and grading, information regarding parental rights, and important notices regarding student information, computer resources, and electronic communication devices. The Student Code of Conduct is also included in the Handbook. The Code of Conduct is required by state law and is intended to promote school safety and an atmosphere for learning. Both students and parents need to be familiar with the Student Code of Conduct. The Student Code of Conduct is also available in the Principal’s office at each school, and is posted on IDEA’s website.

This Handbook is designed to be in harmony with IDEA Florida’s Board Policies. Please be aware that the Handbook and Student Code of Conduct may be amended or revised throughout the year. Changes in policy and procedure will be made available to parents and students online, through newsletters, or through other communications. In case of conflict between Board Policy and any provision of this Handbook, the provision that was most recently adopted by the Board of Directors will be followed.

Finally, you must complete and return the last page of the Handbook – “Acknowledgment and Approval of Student Handbook” – to the school office at your campus. Questions about the material in this Handbook can be directed to the Principal.

On behalf of the entire IDEA Public Schools staff and community, best wishes for a great 2021–22 school year!
Sincerely,

Lisa Garza

Chief Schools Officer

ABOUT IDEA PUBLIC SCHOOLS

Mission

IDEA Public Schools prepares students from underserved communities for success in college and citizenship.

Vision

To ensure the State of Florida reaches its fullest potential, IDEA Florida will become the region's largest creator of college graduates.

History

From the very beginning, IDEA Public Schools has focused on raising the achievement levels and expectations of students who are underserved so they have an opportunity to attend and succeed in college.

In 1998, Teach For America recruits Tom Torkelson and JoAnn Gama were working with the Donna Independent School District when they realized and became concerned about a lack of resources present in their community compared to schools in more affluent communities. Working alongside families and students, they created a framework for student success built on discipline, hard work, and a commitment to excellence; the IDEA Academy after-school program was born.

Initially serving only 75 students in fourth and fifth grade, the program was immediately successful. This led the Texas Education Agency to grant a charter in the spring of 2000 to the IDEA Academy to help establish the program as an independent, state-sponsored public school. The IDEA Academy has since grown into the IDEA Public Schools system, which operates primary and secondary campuses in multiple locations around the Rio Grande Valley, El Paso, San Antonio, Austin, Tarrant County, the Permian Basin, Southern Louisiana, and Tampa Bay. IDEA Public Schools is fully committed to graduating 100% of its students and matriculating 100% of its students into a four-year college or university.

Statement of Nondiscrimination

IDEA Florida Inc. ("IDEA" or "IPS") does not discriminate on the basis of race, religion, color, national origin, sex or gender, disability, or age in providing educational services, activities, and programs, including vocational and career technology programs. IDEA Public Schools complies with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972 ("Title IX"); Title II of the Americans with Disabilities Act of 1990 ("ADA"), as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and any other legally-protected classification or status protected by applicable law.

As required by Title IX, IDEA Public Schools does not (and is required not to) discriminate on the basis of sex in its educational programs or activities. This non-discrimination requirement applies to admission to and employment with IDEA Public Schools. Inquiries into issues related to Title IX may be referred to IDEA's Title IX Coordinator (identified below), to the Assistant Secretary for Civil Rights of the Department of Education, or both.

Any questions or concerns about IDEA's compliance with these federal programs should be brought to the attention of the following persons designated as being responsible for coordinating compliance with these requirements:

The Title IX Coordinator, for concerns regarding discrimination on the basis of sex/gender (including sexual harassment), is Martin Winchester, Chief Human Assets Officer, 2115 W. Pike Blvd., Weslaco, Texas 78596, (956) 377-8000, martin.winchester@ideapublicschools.org.

The ADA/Section 504 Coordinator, for concerns regarding discrimination on the basis of disability, is Tricia Lopez, Managing Director of Special Programs, 2115 W. Pike Blvd, Weslaco, Texas 78596, (956) 377-8000, tricia.lopez@ideapublicschools.org.

All other concerns regarding discrimination: Martin Winchester, Chief Human Assets Officer, 2115 W. Pike Blvd, Weslaco, Texas 78596, (956) 377-8000, martin.winchester@ideapublicschools.org

Homeless Liaison and Title I Participants

Homeless children and youth are ensured specific educational rights and protections under the McKinney-Vento Homeless Education Assistance Act of 2001. “Children and youth who are homeless,” as defined by this federal law, means and includes children who:

- Are abandoned in hospitals, or are awaiting foster care placement.
- Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations.
- Are living in emergency or transitional shelters.
- Are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations.
- Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason.
- Have a primary nighttime residence that is a public or private place not designed as a regular sleeping accommodation for human beings.
- Lack a fixed, regular, and adequate nighttime residence.

Children who are homeless will be provided flexibility regarding certain policies and procedures, including proof of residency requirements; immunization requirements; educational program placement; award of credit; graduation requirements; continuing enrollment in the “school of origin” or enrollment in a new school in the attendance area where the student is currently residing; and other related matters.

You are encouraged to inform IDEA if you or your child are experiencing homelessness. School staff can share resources with you that may be able to assist you and your family.

For more information on services for homeless students, please contact Heather Pardo at (956)377-8000.

Teacher Qualifications

Teachers hired by IDEA Public Schools meet required Florida state qualifications and licensing criteria for their grade levels and subject areas. IDEA complies with all state laws regarding the reporting of teacher qualifications.

Special Programs

Bilingual/ESOL Services

IDEA offers Bilingual/English for Speakers of Other Languages (ESOL) services for English language learners who are limited to their English proficiency. The program is designed to assist students identified as having Limited English Proficiency with development in language – listening, speaking, reading, and writing. The goal of this program is to provide additional English language assistance to students, enabling them to become academically successful in all classes. Students are assessed with a state-approved Oral Language Proficiency and Norm-Referenced Test to qualify for placement in the program. If the test results indicate either limited oral or limited cognitive academic English ability, the student (with parent approval) is provided additional English language support.

Exceptional Student Education (ESE) Services

IDEA has the responsibility of identifying, locating, and evaluating individuals with disabilities who are 5 to 21 years of age and who fall within the school’s jurisdiction. If you know or suspect that your student has a disability, please contact the ESE department at your child’s school for information about available programs, assessments, and

services. Parents of new students should advise the school of any previous IEPs or special services their child received in the past.

ESE services are specifically designed to meet the unique needs of students with disabilities. Each student who receives ESE services has an Individual Education Plan (“IEP”), which is developed by a team that includes but is not limited to a general educator, special educator, a school psychologist, a school administrator, and the child’s parent/guardian. The team considers the student’s disability and determines appropriate accommodations, supplementary aids, and/or services that are necessary for the student to participate in the general curriculum.

All ESE services are provided in the least restrictive environment, which may be special education settings, general education settings, or a combination of both. All students receiving ESE services are educated to the maximum extent appropriate with their non-disabled peers as well as participating in all school activities on the same basis as students who are not disabled.

Providing Assistance to Students Who Have Learning Difficulties or Who Need ESE Services

If a student is experiencing learning difficulties, the parent may contact the Special Education Coordinator to learn about IDEA’s overall general education referral or screening system for support services. This system links students to a variety of support options, including referral for a ESE evaluation. Students having difficulty in the regular classroom should be considered for tutorial, compensatory, and other academic or behavior support services that are available to all students, including a process based on Response to Intervention (“RtI”). The implementation of RtI has the potential to have a positive impact on IDEA’s ability to meet the needs of all struggling students.

Parents are entitled to request an evaluation for exceptional student education services by presenting a written request to the principal. IDEA must, within 30 days of receiving the request, either (1) give the parent an opportunity to give written consent for the evaluation or (2) refuse to provide the evaluation and provide the parent with written notice that explains why the child will not be evaluated. This written notice will include a statement that informs the parents of their rights if they disagree with IDEA. Additionally, the parent will receive a copy of the *Rights of Parents of Students with Disabilities*. If consent for evaluation is obtained, IDEA must complete the evaluation and report within 60 days of the date IDEA receives the written consent. IDEA must give a copy of the evaluation report to the parent.

Section 504 Services

IDEA provides a free appropriate public education to each qualified student with a disability, regardless of the nature or severity of the student’s disability. A “student with a disability” is one who has a physical or mental impairment that substantially limits one or more of the student’s major life activities, has a record of having such impairment, or is regarded as having such impairment. A student with a disability is “qualified” if he or she is between the ages of 3 and 21, inclusive.

An appropriate education is the provision of regular or special education and related services that are (1) designed to meet the student’s individual educational needs as adequately as the needs of students who do not have disabilities are met; and (2) based on adherence to procedures that satisfy federal requirements for educational setting, evaluation and placement, and procedural safeguards.

Qualified students with disabilities will be placed in the regular educational environment, unless IDEA demonstrates that education in the regular environment with the use of supplemental aids and services cannot be achieved satisfactorily. Should an alternate educational environment be necessary, IDEA will comply with all legal requirements regarding least restrictive environment and comparable facilities for students with disabilities. In providing or arranging for nonacademic and extracurricular services and activities, IDEA will ensure that a qualified student with a disability participates with students who do not have disabilities to the maximum extent appropriate.

To be eligible for services and protections against discrimination on the basis of disability under Section 504 of the Rehabilitation Act, a student must be determined, as a result of an evaluation, to have a “physical or mental

impairment” that substantially limits one or more major life activities. If a student has or is suspected of having a disability, or requires special services, parents or teachers should contact the Principal for information concerning available programs, assessments, and services.

ADMISSIONS AND ENROLLMENT

General Admissions and Enrollment Information

Admission and enrollment of students shall be open to persons who are eligible for admission based on lawful criteria identified in the charter and in state law. The total number of students enrolled in each IDEA School shall not exceed the number of students allowed based on occupancy limitations, code compliance and staffing availability and requirements as deemed necessary.

In accordance with state law, IDEA does not discriminate in its admissions policy on the basis of sex, national origin, ethnicity, religion, disability, academic or artistic or athletic ability.

Admissions Application

Students wanting to attend IDEA must submit an application by approved deadlines.. Applicants placed on our waitlist must re-submit an admissions application each school year within the timeline set by IDEA.

Acceptance Procedures

If fewer applications than spots available are received, students will be admitted on a first-come, first-served basis. If IDEA receives more applications than it has spots available, it will conduct a random lottery. Once all enrollment spots have been filled by the lottery, the lottery will continue, and applicants will be placed on a waiting list in the order in which they were drawn. If a vacancy arises before the commencement of the school year, the individual on the waiting list with the lowest number assignment will be offered admission and then removed from the waiting list.

If an application is received after the application period has passed, the applicant’s name will be added to the waiting list behind the names of the applicants who timely applied.

Families offered enrollment will be provided a registration packet with instructions for registering. Families must complete and return the registration packet by the published deadline in order to secure enrollment. If an enrollment offer is declined or if you do not complete the registration packet by the established deadline, your child’s seat will be offered to the next potential applicant or student on the waiting list.

Exceptions to Lottery Process

Lottery priorities may be included in the approved charter for a given school in accord with state law. For example, siblings of students already admitted to or attending IDEA might be given priority consideration in the lottery if such a priority has been established by school leaders in accordance with state law.

Student Information to Verify Enrollment Eligibility

IDEA ensures that appropriate measures are taken to verify, on enrollment, that a student is entitled to enroll. Any student admitted to IDEA must have records such as report card and/or transcript from the previous school attended to verify his or her academic standing. Verification of residency and current immunization records are also required. Every student enrolling in IDEA for the first time must present documentation of immunizations or exemption from such a requirement. Any student without current immunization records on file at the campus will result in the student being excluded from attendance until records are received. Students shall not be enrolled at IDEA Public Schools until immunization records are received.

No later than 30 days after enrolling in IDEA, the parent and public school in which the student was previously enrolled shall furnish records that verify the identity of the student. These records may include the student's birth certificate or a copy of the student's school records from the most recently attended school.

Children will not be denied enrollment because they failed to meet this requirement.

Establishing Identification

Any of the following documents are acceptable for proof of identification and age: birth certificate; driver's license; passport; school ID card; records, or report card; military ID; hospital birth records; adoption records; church baptismal record; or any other legal document that establishes identity.

Residency Verification

As part of the registration process schools must obtain evidence that a person is eligible to attend public schools in the area. To be eligible for continued enrollment in IDEA, each student's parent must show proof of residency at the time of enrollment. Residency may be verified through observation, documentation, and other means, including, but not limited to:

1. A recently paid rent receipt,
2. A current lease agreement,
3. The most recent tax receipt indicating home ownership,
4. A current utility bill indication the address and name of the residence occupiers,

Expulsions

If a student commits an expellable offense, as outlined in the IDEA Student Code of Conduct, administrators may recommend expulsion to the school district superintendent. The student may be expelled only after due process has been afforded the student, as otherwise provided by State law. All recommendations for expulsion shall be referred to the Florida school district superintendent, and shall be conducted as the district has provide in accordance with State law.

Transfers

Transfers are contingent upon space availability at the applicable campus. Any student wishing to transfer to another IDEA school must submit their request to transfer by March 1st of the current year in order to be eligible for fall enrollment should there be space available.

Withdrawals from School***Voluntary Withdrawal***

A student under 18 years of age may be withdrawn from school only by a parent. IDEA requests notice from the parent at least three days in advance so that records and documents may be prepared. Parents may obtain a withdrawal form from the main office. The parent shall also provide the name of the new school in which the student will be enrolled and must sign the withdrawal request to document that the student will continue to be enrolled in a school or otherwise meet the requirements of compulsory attendance laws.

A student who is 18 years of age or older, who is married, or who has been declared by a court to be an emancipated minor, may withdraw without parental signature.

Withdrawing students and parents are expected to:

- Have a meeting with a school administrator;
- Return all textbooks and checked-out materials and equipment;
- Complete any make-up work assigned;
- Pay any unpaid balance for student fees, if any; and

- Sign a release of student records.

In all cases, withdrawal forms must be appropriately completed and signed before withdrawal is complete.

Involuntary Withdrawal

A student may be involuntarily withdrawn when a student:

- Has enrolled in another school or education program.
- Is recommended to the school district superintendent for expulsion.
- Is habitually truant which means that:
 - The child has 15 unexcused absences within 90 calendar days with or without the knowledge or justifiable consent of the child's parent or legal guardian, is subject to compulsory school attendance under s. [1003.21](#)(1) and (2)(a), and is not exempt under s. [1003.21](#)(3), s. [1003.24](#), or any other exemptions specified by law or the rules of the State Board of Education.
 - Activities to determine the cause, and to attempt the remediation, of the child's truant behavior under ss. [1003.26](#) and [1003.27](#)(3), have been completed.

ATTENDANCE AND TUITION

Attendance and Tardiness

Consistent school attendance is an essential component of each student's education. Absence from school will affect a student's ability to succeed in class; for this reason, students and parents should make every effort to avoid unnecessary absences. Additionally, state law mandates compulsory school attendance for children of a certain age.

Nearly all tardiness is avoidable and is excusable only in cases of illness or emergency. If a student arrives late to school, a parent must report to the school office to complete a tardy slip. Warning letters will be given for excessive tardies and absences. Repeated tardiness will result in disciplinary consequences as allowed by the Student Code of Conduct. No student shall be suspended for unexcused tardiness, lateness, absence, or truancy.

Florida Compulsory Attendance Law

The state compulsory attendance law requires that a student between the ages of 6 and 16, or a student who will be 6 by February 1 of any school year, must attend school and school-required tutorial sessions unless the student is otherwise legally exempted or excused. IDEA staff must investigate and report violations of the state compulsory attendance law. A student absent from school without permission from any class, from required special programs, or from required tutorials will be considered "truant" and subject to disciplinary action.

Students may also be subject to additional penalties such as loss of driving privileges if they are habitually truant. See Florida Statutes §1003.27

Required Documentation of Absences

A student absent from school, upon his or her return, must provide a written note to the school that explains the absence. The note must either be signed by a parent, guardian, or the student if the student is over the age of 17 or emancipated.

Excused Absences

State law allows exemptions to the compulsory attendance requirements for several types of absences if the student makes up all work. These include the following activities and events:

- Religious holy days;
- Required court appearances;
- Activities related to obtaining United States citizenship;
- Service as an election clerk;
- Documented health-care appointments for the student or a child of the student, including absences for recognized services for students diagnosed with autism spectrum disorders. A note from the health-care provider must be submitted upon the student's arrival or return to campus;
- Extended leave related to physical or emotional illness, a hospital stay, recuperation from an accident, or a contagious disease in the family;
- A death in the family (not to exceed one week);
- Prior school-approved travel for education;
- Natural catastrophe and/or disaster;
- For students in the conservatorship (custody) of the state;
- Mental health or therapy appointments;
- Temporary absence resulting from any cause acceptable to the teacher, Principal, or Superintendent; or
- Court-ordered family visitations or any other court-ordered activity, provided it is not practicable to schedule the student's participation in the activity outside of school hours.

Students may be excused up to two absences in their junior year and two absences in their senior year when visiting an accredited institution of higher education for the purpose of determining their interest in attending that institution. Upon return to school, a student shall provide a written note to the school that explains the absence, along with documentation indicating that the student indeed visited the institution.

Absences of up to two days in a school year will also be considered an exemption for a student serving as an early voting clerk, provided the student notifies his or her teachers and receives approval from the Principal prior to the absence.

Absences of up to five days will be excused for a student to visit with a parent, stepparent, or legal guardian who has been called to duty for, is on leave from, or immediately returned from certain deployments.

For religious holy days, required court appearances, activities related to obtaining citizenship, and serving as an election clerk, one day of travel to the site and one day of travel from the site shall also be excused by IDEA.

Unexcused Absences

Any absence not listed above or approved in advance by the Principal due to extenuating circumstances will be considered an unexcused absence. Vacations are not an acceptable cause for an excused absence from school.

Leaving Campus During School Hours

A student younger than 18 years old must have prior parent/guardian approval, either written or by a school documented phone call, before that student may leave the school campus during school hours.

Tuition

IDEA may not charge tuition to an eligible student.

REQUIRED INSTRUCTION AND

GRADUATION

IDEA maintains compliance with all state laws and regulations governing curriculum and graduation requirements.

Required Curriculum

IDEA offers instruction in the essential knowledge and skills of the appropriate grade levels in the following required curriculum:

1. A foundation curriculum that includes:
 - a. English language arts and reading;
 - b. Mathematics;
 - c. Science;
 - d. Social studies; and
2. An enrichment curriculum that includes
 - a. Languages other than English, to the extent possible;
 - b. Health education;
 - c. Physical education ("PE");
 - d. Fine Arts;
 - e. Career and technical education; and
 - f. Technology applications.

Standardized Testing

FSA (Florida Standards Assessments)

In addition to routine tests and other measures of achievement, students will take state-mandated assessments such as the FSA, in the following grade levels and subjects:

- Mathematics, annually in grades 3–8.
- English and Language Arts, annually in grades 3–10.
- Science, annually in grades 5 and 8.

FSA End of Course (EOC) assessments are also administered to students enrolled in the following EOC courses:

- Algebra 1
- Biology 1
- Civics
- Geometry
- U.S. History

By law, students enrolled in grade 3 must participate in the statewide standardized assessment program and demonstrate proficiency in grade 3 ELA reading in order to be promoted to fourth grade. Students must also pass a civics course in middle school, which counts as 30% of the course grade. Students are required to take and pass the 10th grade FSA ELA exam and Algebra 1 EOC exam to graduate. EOC exams in Biology, Civics, Geometry and U.S. History count 30% toward a student's final course grade in those courses. Courses must be passed to earn course credit for promotion and graduation.

The FSA program also includes assessments that address students receiving exceptional student education services and for English language learners who meet particular participation requirements set by the State.

ACCESS for ELLs & Alternate ACCESS for ELLs

The ACCESS for ELLs suite of assessments is used to measure English Language Learners (ELL) proficiency in the English language for EL students in grades K-1. The Alternate ACCESS for ELLs is a paper-based assessment for students in grades 1-12 classified as English Language Learners who have significant cognitive disabilities. It, too, measures their proficiency in the English Language.

FLKRS (Florida Kindergarten Readiness Screener)

The FLKRS is a required screening instrument administered within the first 30 instructional days of the school year to all public school Kindergarten students. It assesses the readiness of each student for kindergarten based certain performance standards.

Promotion and Retention Requirements

IDEA Public Schools Florida adheres to **the Pupil Progression Plan** adopted by IDEA Public Schools Florida.

HEALTH

Health-Related Resources, Policies, and Procedures**Mental and Physical Health Resources**

Parents and students in need of assistance with physical and mental health concerns may contact the following campus and community resources:

- The health aide;
- The school counselor;
- The school social worker;
- The local public health authority;
- The local mental health authority.

Policies and Procedures that Promote Student Physical and Mental Health

IDEA may adopt board policies that promote student physical and mental health, including:

- Food and nutrition management,
- Wellness and health services,
- Physical examinations,
- Health Screenings,
- Immunizations,
- Medical treatment,
- Communicable diseases,

- Crisis intervention,
- Trauma-informed care,
- Student safety,
- Child abuse and neglect,
- Freedom from discrimination, harassment, and retaliation, and
- Freedom from bullying.

If a school's Threat Assessment Team determines that a student poses a threat of violence or physical harm to himself or herself or others or significantly disruptive behaviors, a referral may be made to counseling or behavioral health programs.

If an immediate mental health or substance abuse crisis is suspected, school personnel will engage behavioral health crisis resources to provide emergency intervention and assessment, make recommendations, and refer the student for appropriate services.

A good faith attempt will be made to notify the student's parent or legal guardian; however, nothing will preclude school district personnel from acting immediately to address imminent threat and/or danger.

IDEA has also developed administrative procedures as necessary to implement these policies. Please contact Megan Heron at (210) 429-0231 for information on these policies and procedures.

Alcohol-Free School Notice

To provide a safe and alcohol-free environment for students and employees, all alcoholic beverages are prohibited on IDEA property at all times and at all school-sanctioned activities occurring on or off school property. Student violators are subject to possible prosecution, as allowed by law, as well as the disciplinary terms of the Student Code of Conduct.

Tobacco-Free School Notice

Students are prohibited from possessing or using any type of tobacco product, electronic cigarette (e-cigarette), or any form of smokeless tobacco or electronic vapor product while in school buildings, vehicles, or on or near school property, or at school-related or school-sanctioned events off school property. Student violators are subject to possible prosecution, as allowed by law, as well as the disciplinary terms of the Student Code of Conduct.

Drug-Free School Notice

IDEA believes that student use of illicit drugs is both wrong and harmful. Consequently, IDEA prohibits the use, sale, possession, or distribution of illicit drugs by students on school premises or any school activity, regardless of its location. IDEA also prohibits the use, sale, possession, or distribution of look-alike substances and/or synthetic substances designed to imitate the look and/or effects of illicit drugs. Student violators are subject to possible prosecution, as allowed by law, as well as the disciplinary terms of the Student Code of Conduct.

Mental Health Promotion and Intervention

IDEA has developed protocols for providing a parent with a recommended intervention for a student with early warning signs and a possible need for early mental health or substance abuse intervention, or who has been identified as at risk of attempting suicide. The campus School Counselor or Social Worker will notify a parent within a reasonable amount of time after learning that a student has early warning signs and possible need for intervention, and will also provide additional information on available counseling options.

Teachers and administrators will be trained to recognize and assess for mental health crisis or suicide risk annually. The campus School Counselor or Social Worker will be trained in providing intervention and resources for students

and families. The assessment process will determine the level of intervention and next steps for the student, parent, and campus.

IDEA has developed protocols for staff members to notify the School Counselor or Social Worker to identify a student who may need intervention.

The School Counselor or Social Worker at each campus can provide additional information about the school's intervention program, as well as materials on identifying risk factors, accessing resources for treatment, and accommodations available at school.

Mental Health Support (All Grade Levels)

IDEA has implemented programs to address the following mental health, behavioral health, and substance abuse concerns:

- Mental health promotion and early intervention;
- Building skills to manage emotions, establish and maintain positive relationships, and engage in responsible decision-making;
- Substance abuse prevention and intervention;
- Suicide prevention, intervention, and postvention (interventions after a suicide in a community);
- Grief, trauma, and trauma-informed care;
- Positive behavior interventions and supports;
- Positive youth development; and
- Safe, supportive, and positive school climates.

IDEA has adopted various curriculums that support mental health and wellness of staff, students, and families. IDEA has adopted Move this World as a standard social-emotional learning curriculum for Kinder through 12th grade.

If a student has been hospitalized or placed in residential treatment for a mental health concern or substance abuse, IDEA has procedures to support the student's return to school. Please contact the School Counselor or Social Worker for additional information.

Teachers and other school employees may discuss a student's behavior or academic progress with the student's parent or another employee; however, they are not permitted to recommend use of psychotropic drugs. A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication and that is intended to alter perception, emotion, or behavior. An employee who is a registered nurse, advanced nurse practitioner, a physician, or a certified or credentialed mental health professional can recommend that a student be evaluated by an appropriate medical practitioner, if appropriate.

Emergency Medical Treatment

If a student has a medical emergency at school or a school-related activity and the parent cannot be reached, IDEA staff will seek emergency medical treatment unless the parent has previously provided a written statement denying this authorization. Parents are asked each year to complete an "Emergency Care" consent form, which includes information about their student's allergies to medications, etc. Parents should keep emergency contact information current (e.g., name of doctor, emergency phone numbers, allergies, etc.).

Immunizations

The State of Florida requires that every child in the state be immunized against vaccine preventable diseases caused by infectious agents in accordance with an established immunization schedule. Form DH 680, Florida Certification of

Immunization must be used to document receipt of immunizations for entry and attendance in Florida schools. IDEA shall ensure compliance with immunization laws and regulations and complies with laws and regulations regarding reportable diseases.

Provisional Enrollment

A student may be enrolled provisionally if the student has an immunization record that indicates an immunization program is in progress. To remain enrolled, the student must complete the required subsequent doses in each vaccine series on schedule and as rapidly as is medically feasible and provide acceptable evidence of vaccination to the school. IDEA shall review the immunization status of a provisionally enrolled student every 30 days to ensure continued compliance in completing the required doses of vaccination. If at the end of the 30-day period, a student has not received a subsequent dose of vaccine, then the student is not in compliance and IDEA shall exclude the student from school attendance until the required dose is administered.

A student who is homeless, as defined by the McKinney Act (42 U.S.C. § 11302), shall be admitted temporarily for 30 days if acceptable evidence of vaccination is not available. IDEA shall promptly refer the student to appropriate public health programs to obtain the required vaccinations.

Exclusions from Immunization Requirements

Exclusions from immunization requirements are allowable on an individual basis for medical reasons, reasons of conscience (including a religious belief), and active duty with the armed forces of the United States.

To claim exclusion for medical reasons, the student must present a statement signed by the student's physician (M.D. or D.O.), duly registered and licensed to practice medicine in the United States who has examined the student, in which it is stated that, in the physician's opinion, the vaccine required is medically contraindicated or poses a significant risk to the health and well-being of the student or any member of the student's household. Unless it is written in the statement that a lifelong condition exists, the exemption statement is valid for only one year from the date signed by the physician.

To claim an exclusion for reasons of conscience, including a religious belief, written notice must be presented by the student's parent, stating that the student's name, date of birth, and decision to exempt their child from the school vaccination requirements. This must be provided at the beginning of each school year in which an exemption is sought. If the parent is seeking an exemption for more than one student in the family, a separate notice must be provided for each student. Students who have not received the required immunizations for reasons of conscience, including religious beliefs, may be excluded from school in times of emergency or epidemic declared by the commissioner of public health.

To claim exclusion for armed forces, the student must prove that he or she is serving on active duty with the armed forces of the United States.

If a parent seeks an exemption for more than one student, a separate form must be provided for each student.

Food Allergy Information

The parent of each student enrolled in IDEA must complete a form provided by IDEA that discloses (1) whether the child has a food allergy or a severe food allergy that should be disclosed to IDEA to enable it to take any necessary precautions regarding the child's safety and (2) specifies the food(s) to which the child is allergic and the nature of the allergic reaction.

For purposes of this requirement, the term "severe food allergy" means a dangerous or life-threatening reaction of the human body to a food-borne allergen introduced by inhalation, ingestion, or skin contact that requires immediate medical attention.

IDEA may also require information from a child's physician if the child has food allergies.

Food allergy information forms will be maintained in the child's student records and shall remain confidential. Information provided on food allergy information forms may be disclosed to teachers, school counselors, school social workers, school nurses, and other appropriate school personnel only to the extent consistent with Board policy and as permissible under the Family Educational Rights and Privacy Act of 1974 ("FERPA").

Communicable Diseases

~~To protect other students from contagious illnesses, students infected with certain diseases are not allowed to come to school while contagious. Parents of students with a communicable or contagious disease should notify the Principal or designee so that other students who might have been exposed to the disease can be alerted.~~

~~School authorities, including Headquarters staff, a Principal, teacher, school health official, or counselor will report those students who are suspected of having a reportable condition. A list of reportable conditions can be retrieved from the main office at each campus, or through the Florida Department of Health.~~

~~Any student excluded from school attendance for reason of communicable disease may be readmitted by one or more of the following methods, as determined by the local health authority:~~

- ~~• Certificate of the attending physician, advanced practice nurse, or physician assistant attesting that the child does not currently have signs or symptoms of a communicable disease or to the disease's non-infectiousness in a school setting;~~
- ~~• Submitting a permit for readmission issued by a local health authority; or~~
- ~~• Meeting readmission criteria as established by the commissioner of health.~~

To protect other students from contagious illnesses, students infected with certain diseases are not allowed to come to school while contagious.

- Temperature of 100 degrees or more. Student must be fever free for 24 hours, without medication, before re-entry;
- Nausea and vomiting. Exclude if child has vomited two or more times in the previous 24 hours unless the vomiting is determined to be due to a non-infectious condition and the child is not in danger of dehydration. Student must be symptom free for 24 hours without medication before returning to school;
- Diarrhea of two or more loose watery stools. Student should be diarrhea free for 24 hours without the use of diarrhea suppressing medication before returning to school;
- Conjunctivitis (Pink eye). The student must receive treatment for 24 hours before returning to school or provide a note from a health care provider stating that the condition is not contagious, and the student may return to school;
- Undetermined rash over any part of the body;
- Intense itching with signs and symptoms of secondary infection;
- Open, draining lesions.

(same as strikethrough above in original handbook, moved here) Parents of students with a communicable or contagious disease should notify the Principal or designee so that other students who might have been exposed to the disease can be alerted.

School authorities, including Headquarters staff, a Principal, teacher, school health official, or counselor will report those students who are suspected of having a reportable condition. A list of reportable conditions can be retrieved from the main office at each campus, or through the Florida Department of Health.

Any student excluded from school attendance for reason of communicable disease may be readmitted by one or more of the following methods, as determined by the local health authority:

- Certificate of the attending physician, advanced practice nurse, or physician assistant attesting that the child does not currently have signs or symptoms of a communicable disease or to the disease's non-

- infectiousness in a school setting;
- Submitting a permit for readmission issued by a local health authority; or
- Meeting readmission criteria as established by the commissioner of health.

Coronavirus Disease (COVID-19)

COVID-19 health and safety protocols will be based on CDC, national, state, and local health guidance. Protocols will be adjusted and communicated as guidance changes. –

Head Lice

Head lice (which are not an illness or disease) are common among ~~children, and~~ children and may spread easily through contact during play or when students share items such as headphones, brushes, combs hats, or other items that come in contact with hair. ~~If IDEA observes that a student may have head lice, an appropriate administrator will contact the student's parent to determine whether the student needs to be sent home and to discuss a plan for treatment with an FDA approved medicated shampoo or cream rinse. When an elementary student has head lice, IDEA will also provide written notice to the student's parent and the parents of each child assigned to the same classroom as required by state law. If a child is identified as having head lice or nits, he or she shall not be excluded from school. All students identified with live lice will be sent home at the end of the school day after contacting parent/guardian by phone. They will~~ not be excluded from school. Parents/Guardians will be advised to treat their child for headlice. Educational materials about treatment and prevention -will -be given and explained to parent/guardian. Parents are responsible to provide the appropriate treatment to eliminate head lice and nits. When a student is identified as having head lice or nits, notification will be provided to the student's class.

Administration of Medication

Medication should be administered at home whenever possible. If necessary, medication can be administered at school under the following circumstances:

- ~~• Prescription medication brought to school must be submitted by a parent, along with a written request. The medication must also be in the original and properly labeled container.~~
- ~~• Prescription medications administered during school hours must be prescribed by a licensed physician or dentist and filled by a pharmacist licensed in the State of Florida.~~
- ~~• Prescription medications must be submitted in a labeled container showing the student's name, name of the medication, reason the medication is being given, proper dosage amounts, the time the medication must be taken, and the method used to administer the medication. Medications sent in plastic baggies or unlabeled containers will NOT be administered.~~
- ~~• If the substance is herbal or a dietary supplement, it must be provided by the parent and will be administered only if required by the students Individualized Education Program ("IEP") or Section 504 plan for a student with disabilities.~~

- Only the amount of medication needed should be delivered to the school, i.e., enough medication to last one day, one week, etc. In cases of prolonged need, send in the amount for a clearly specified period. Extra medication will not be sent home with the student.
- Children require an over the counter written consent form signed by parent/guardian prior to administration of OTC medications. Parents indicate on the OTC form which medications the school staff may administer when providing care to the child. Verbal consent will not be accepted.

Medication should be administered at home whenever possible. If necessary, medication can be administered at school under the following circumstances:

- Prescription medication brought to school must be submitted by a parent, along with a written request. The medication must also be in the original and properly labeled container.
- Prescription medications administered during school hours must be prescribed by a licensed physician or dentist and filled by a pharmacist licensed in the State of Florida.
- Prescription medications must be submitted in a labeled container showing the student's name, name of the medication, reason the medication is being given, proper dosage amounts, the time the medication must be taken, and the method used to administer the medication. Medications sent in plastic baggies or unlabeled containers will NOT be administered.

If the substance is herbal or a dietary supplement, it must be provided by the parent and will be administered only if required by the students Individualized Education Program ("IEP") or Section 504 plan for a student with disabilities.

- Only medications from the United States will be administered at school. Prescription medications administered during school hours must be prescribed by a licensed physician or dentist and filled by a pharmacist licensed in the State of Florida.
- Prescription medication must be in the original container with the pharmacy (U.S.A. Only) label. The container must have a proper label with the name of the patient, the name of the medicine, and the dosage.
- Administration Consent Form must be completed and signed by physician, parent, or legal guardian. No verbal consent or phone consent will be accepted. Medication will be kept in a secure place in clinic during school hours. No medication shall be kept in classrooms or backpacks at any time. Any medications brought in by students or found in student's possession will be taken to the health aide and remain in the clinic until a parent signs the consent form or picks up medication.
- It is the responsibility of the parent or guardian to deliver the medication to the school health aide and have the medication picked up and taken home at the end of the year.
- The first dosage of any new medication shall not be administered during school hours due to the possibility of an allergic reaction.
- Prescribed medication received in the clinic is for administration during school hours only. Any medication needed for extra-curricular activities or after-school care must be provided separately with additional consent. Medication for these purposes will not be stored or kept in the clinic.

- Only the amount of medication needed should be delivered to the school, i.e., enough medication to last one day, one week, etc. In cases of prolonged need, send in the amount for a clearly specified period. Extra medication will not be sent home with the student.
- Children require an over the counter written consent form signed by parent/guardian prior to administration of OTC medications. Parents indicate on the OTC form which medications the school staff may administer when providing care to the child. Verbal consent will not be accepted.

Changes to daily medication require written instruction from the physician or dentist and written permission from the parent. Parents are responsible for advising IDEA that a medication has been discontinued.

Authorized Employees

Employees authorized by IDEA to administer prescription medication include: registered nurses, specifically trained school personnel, and anyone designated by the Director of Health Services.

Authorized Employees

Per Florida Statute 1006.062, eEmployees authorized by IDEA to administer prescription medication include: registered nurses, specifically trained school personnel, and anyone designated by the Director of Health Services. The school principal designates a school personnel to function as the health aide to assist students in the administration of prescribed medications and ~~prescribed medical procedures~~. The school board shall provide training, ~~by a registered nurse, a licensed practical nurse, or an APRN to the school personnel designated by the school principal to assist students in the administration of prescribed medication.~~ Such training may be provided in collaboration with other school districts, through contract with an education consortium, or by any other arrangement.

Provision of Medical Services by District School Board Personnel

F.S 1006.062. Nonmedical district school board personnel shall not be allowed to perform invasive medical services that require special medical knowledge, nursing judgment, and nursing assessment, including, but not limited to:

- Sterile catheterization.
- Nasogastric tube feeding.
- Cleaning and maintaining a tracheostomy and deep suctioning of a tracheostomy.

Nonmedical assistive personnel shall be allowed to perform health-related services upon successful completion of child-specific training by a registered nurse, APRN, physician, or physician assistant. All procedures shall be monitored periodically by a nurse, APRN, physician assistant, or physician, including, but not limited to:

- Intermittent clean catheterization.
- Gastrostomy tube feeding.
- Monitoring blood glucose.
- Administering emergency injectable medication

Self-Administration of Prescription Asthma or Anaphylaxis Medicine

The nurse of each campus shall ensure that a student with asthma or anaphylaxis may possess and self-administer prescription medication if the student has physician's orders and parent permission. The medication must have been prescribed for the student and be in an original container with a prescription label. If a student experiences a severe allergic reaction, the nurse or supervising adult is authorized to administer the appropriate anaphylaxis drug. A student may self-administer the drug if he/she meets the requirements below.

Self-Administration of Prescription Asthma or Anaphylaxis Medicine

A student may be permitted to self-administer medication only for potentially life-threatening illnesses such as diabetes, allergies, asthma, and cystic fibrosis. Guidelines for this process are based on F.S. 1002.20(3) (h)-(k). The nurse health aide of each campus shall ensure that a student with asthma or anaphylaxis that meets the above requirements may possess and self-administer prescription medication if the student has physician's orders and parent permission. The medication must have been prescribed for the student and be in an original container with a prescription label. If a student experiences a severe allergic reaction, the nurse health aide or supervising adult is

authorized to administer the appropriate anaphylaxis drug. A student may self-administer the drug if he/she meets the requirements below.

Before a student may be allowed to self-administer asthma, ~~or anaphylaxis~~, diabetes, or cystic fibrosis medication, the parent must provide:

- signed, written parent authorization for the student to self-administer the prescription medicine while on school property or at a school-related activity; and
- a written statement signed by the child's physician or provider that states the diagnosis and that the student ~~has asthma and/or anaphylaxis and~~ is capable of self-administering the prescription medication;
- the name and purpose of the medicine;
- the prescribed dosage of the medicine;
- the time(s) at which or circumstances under which the medicine may be administered; and
- the period for which the medicine is prescribed.

Written authorizations to self-administer ~~asthma or anaphylaxis medication~~ should be updated annually unless otherwise indicated by the student's physician.

Psychotropic Medication

An employee may not:

- 1) Recommend that a student use a psychotropic drug;
- 2) Suggest any particular diagnosis; or
- 3) Preclude a student from attending class or participating in a school related activity if the parent refuses to consent to the administration of a psychotropic drug to a student or to a psychiatric evaluation or examination of the student.

This does not prevent an employee from:

- 1) Making an appropriate referral under the Individuals with Disabilities in Education Act;
- 2) Recommending that a child be evaluated by an appropriate medical practitioner if the employee is a registered nurse, advanced nurse practitioner, physician, or certified/credentialed mental health professional
- 3) Discussing any aspect of a student's behavior or academic progress with the student's parent/guardian or another IDEA employee.

Dyslexia and Related Disorders

From time to time, students may be tested and, where appropriate, treated for dyslexia and related disorders in accordance with programs, rules and standards approved by the state. The program approved by the state must include at least one screening for each student in kindergarten through third grade. Parents will be notified should IDEA determine a need to identify or assess their student for dyslexia and related disorders.

Additionally, pursuant to s. 1003.57, IDEA will not wait until an evaluation has been conducted to provide appropriate, evidence-based interventions for a student whose parent submits documentation from a professional, licensed under chapter 490, which demonstrates that the student has been diagnosed with dyslexia. Such interventions must be initiated by IDEA upon receipt of documentation and based on the student's specific areas of difficulty as identified by the licensed professional.

Vision, ~~and~~ Hearing, and Growth & Development Screenings

All children enrolled in Florida schools must be screened for possible vision, ~~and~~ hearing, and growth and development problems in accordance with state law and regulations issued by the State Board of Education. Students in certain grade levels identified by state regulations shall be screened for vision and hearing problems annually. A student may be screened using photo screening to detect vision disorders. Parents will be notified of the results of any such screening.

Exemption: A student is exempt from screening requirements if screening conflicts with the tenets and practices of a recognized church or religious denomination of which the individual is an adherent or a member. To qualify for the exemption, the individual or, if the individual is a minor, the minor's parent, managing conservator, or guardian, must submit to the Principal or designee on or before the day of admission an affidavit stating the objections to screening.

Spinal Screening

Certain students must be screened for abnormal spinal curvature before the end of the school year. The screening requirement for students entering grade six or nine may be met if the child has been screened for spinal deformities during the previous year.

A parent who declines participation in the spinal screening provided by IDEA must submit to the Principal or designee documentation of a professional examination which includes the results of a forward-bend test. This documentation must be submitted to IDEA during the year the student is scheduled for screening or, if the professional exam is obtained during the following summer, at the beginning of the following school year.

Exemption: A student is exempt from screening if the screening conflicts with the tenets and practices of a recognized church or religious denomination of which the individual is an adherent or member. To qualify for the exemption, the student's parent, managing conservator, or guardian must submit to the Principal or designee on or before the day of the screening procedure an affidavit stating the objections to screening.

Diapering and Soiled Clothing Change

Health aides are responsible for clothing changes of ill students and clothing soiled with vomit or blood. Health aides will call parent for change of clothing if needed. General education students are responsible for changing their own soiled clothing in the general bathroom, and general education teachers are responsible for contacting parents for a change of clothing if needed and assisting child if needed. SPED teachers are responsible for changing diapers and soiled clothing for SPED students in the SPED or general education bathroom.

Pest Control

IDEA periodically applies pesticides to school buildings and grounds to control unwanted pests, such as insects and rodents. We will post notices of those treatment dates as required by law and will schedule treatment times when students or employees are least likely to be in the building or on the grounds.

Asbestos Management Plan

All school facilities have been inspected for asbestos by a licensed Asbestos Hazard Emergency Response Act ("AHERA") inspector. An Asbestos Management Plan has been created for IDEA in compliance with state and federal

regulations. Parents may view the Asbestos Management Plan in the APO's office during regular business hours 8:00 a.m. to 5:00 p.m., Monday through Friday. If you have any questions, please contact IDEA's Director of Facilities, at (956) 377-8000.

Posting of Steroid Notice

IDEA does not permit steroid use. A notice shall be posted in a conspicuous location in the school gym or in each other place in a building where physical education classes are conducted.

STUDENT SAFETY

Student Code of Conduct

The principal shall ensure that the student code of conduct is distributed to each student at the beginning of the year. Transfer students shall receive a student code of conduct upon enrollment.

Students with disabilities: any change in placement and/or any disciplinary action regarding a student with a disability, who needs or is believed to need ESE and related services under the Individuals with Disabilities and Education Act, shall be in compliance with applicable federal and state laws and regulations.

Child Abuse Reporting and Programs

Using resources developed by the Florida Department of Children and Family Services (DCFS), IDEA provides child abuse anti-victimization programs and cooperates with official child abuse investigators as required by law. IDEA also provides training to its teachers and students in preventing and addressing incidents of abuse and other maltreatment of students, including knowledge of likely warning signs indicating that a student may be a victim of abuse or maltreatment. Assistance, interventions, and counseling options are also available.

School administrators will cooperate with law enforcement investigations of child abuse, including investigations by the Florida Department of Children and Family Services. School officials may not refuse to permit an investigator to interview at school a student who is alleged to be a victim of abuse or neglect. School officials may not require the investigator to permit school personnel to be present during an interview conducted at school.

Investigations at school may be conducted by authorized law enforcement or state agencies without prior notification or consent of the student's parents.

Reporting Child Abuse

Any IDEA employee, volunteer, or agent who believes a child has been adversely affected by physical, sexual, or mental abuse or neglect shall make a report immediately upon first suspecting such abuse or neglect. The report shall be made to law enforcement or the Florida DCFS.

Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility, under state law, for reporting the suspected abuse or neglect to law enforcement or to the Florida DCFS within twenty-four (24) hours. Reports may be made by contacting one of the following:

- Florida Abuse Hotline: 1-800-96-Abuse (1-800-962-2873).
- Your local police department.
- Call 911 for emergency situations.

IDEA has established a plan for addressing child sexual abuse and other maltreatment of children (the "Plan"). The Plan is addressed in this section of the Handbook.

Methods for Increasing Awareness Regarding Sexual Abuse or Other Maltreatment of Children

For Staff: IDEA annually trains staff in all content areas addressed in the Plan. Training is provided by campus staff, administrative staff, or outside agencies as determined by the campus administration.

For Students: School counseling staff will address issues to increase awareness regarding sexual abuse and other maltreatment of children and anti-victimization programs with age-appropriate conversation and materials no less than once per school year. These discussions will occur in classroom group settings.

For Parents: Parents must be aware of warning signs indicating that their child may have been or is being sexually abused or otherwise maltreated. A child who has experienced sexual abuse or other maltreatment should be encouraged to seek out a trusted adult. Be aware as a parent or other trusted adult that evidence of sexual abuse

or other maltreatment may be more indirect than disclosures or signs of physical abuse. It is important to remain calm and comforting if your child, or another child, confides in you. Reassure the child that he or she did the right thing in coming to you.

The fact that the abuser is a parent or other family member does not remove your obligation to protect the child. Parents who permit their child to remain in a situation where he or she may be injured or abused may also be subject to prosecution for child abuse. And, if you are frightened for your own safety or that of your child, you should call 911 or 1-800-96-Abuse.

Also remember that parents are legally responsible for the care of their children and must provide their children with safe and adequate food, clothing, shelter, protection, medical care and supervision, or arrange for someone else to provide these things. Failure to do so may be considered neglect.

The Principal or designee will provide information regarding counseling options available in your area for you and your child if your child is a victim of sexual abuse or other maltreatment. The DCFS also provides early abuse intervention through counseling programs. Services available in your county can be accessed at the following:

- Sexual Abuse Prevention Programs:
<https://www.childwelfare.gov/topics/preventing/programs/sexualabuse/>
- Promoting Healthy Families in Your Neighborhood:
<https://www.childwelfare.gov/pubPDFs/packet.pdf>
- Signs of Child Abuse:
<http://kidshealth.org/en/parents/child-abuse.html>

Likely Warning Signs of Sexual Abuse or Other Maltreatment

Psychological and behavioral signs of possible sexual abuse or other maltreatment may include:

- Nightmares, sleep problems, extreme fears without an obvious explanation.
- Sudden or unexplained personality changes; becoming withdrawn, angry, moody, clingy, “checking out” or showing significant changes in eating habits.
- Depression or irritability.
- An older child behaving like a young child, for example, bedwetting or thumb sucking.
- Developing fear of certain places or resisting being alone with an adult or young person for unknown reasons.
- Resistance to routine bathing, toileting, or removing clothes, even in appropriate situations.
- Play, writing, drawings, or dreams of sexual or frightening images.
- Refusal to talk about a secret he or she has with an adult or older child.
- Leaving clues that seem likely to provoke a discussion about sexual issues.
- Using new or adult words for body parts.
- Engaging in adult-like sexual activities with toys, objects or other children.
- Developing special relationships with older friends that may include unexplained money, gifts, or privileges.
- Intentionally harming him or herself, for example, drug/alcohol use, cutting, burning, running away, and sexual promiscuity.
- Thinking of self or body as repulsive, dirty, or bad.
- Becoming increasingly secretive about Internet or telephone use.

Physical symptoms of possible sexual abuse or other maltreatment include:

- Stomach aches or illness, often with no identifiable reason.
- Difficulty in walking or sitting.
- Stained or bloody underwear.

- Genital or rectal pain, itching, swelling, redness, or discharge.
- Bruises or other injuries in the genital or rectal area.
- Unexplained soreness, pain or bruises around mouth, sexually transmitted disease, or pregnancy.

Any one sign does not necessarily mean that a child has been sexually abused or maltreated, but the presence of several signs is the time you should begin asking questions and seeking help. Often signs first emerge at other times of stress, such as during a divorce, death of a family member or pet, problems at school or with friends, or other traumatic or anxiety-inducing events.

Actions That a Child Who Is a Victim of Sexual Abuse or Other Maltreatment Should Take

During student awareness sessions concerning sexual abuse and other maltreatment issues, students will be encouraged to tell a trusted adult in a private and confidential conversation if they have been a victim of sexual abuse or other maltreatment or have been in situations that make them feel uncomfortable in any way. School employees are trained to take appropriate actions to help the child obtain assistance and to follow proper reporting procedures. Older students will also be provided with local crisis hotline numbers to obtain assistance.

Freedom from Discrimination, Harassment, and Retaliation

Statement of Nondiscrimination

IDEA prohibits discrimination, including harassment, against any student on the basis of race, color, religion, gender, national origin, disability, age, sexual orientation, or any other basis prohibited by law. IDEA also prohibits dating violence, as defined by this Handbook. Retaliation against anyone involved in the complaint process is a violation of IDEA policy.

Discrimination and Harassment (Prohibited Conduct)

For purposes of IDEA policy, the term “Prohibited Conduct” means discrimination or harassment against a student involving conduct directed at a student on the basis of race, color, religion, gender or sex, national origin, disability, age, or any other basis prohibited by law and that adversely affects the student, and/or that is so severe, persistent, or pervasive that the conduct:

- Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
- Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
- Otherwise adversely affects the student’s educational opportunities.

Examples of Prohibited Conduct may include offensive or derogatory language directed at another person’s religious beliefs or practices, accent, skin color, or need for accommodation; threatening or intimidating conduct; offensive jokes; name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

IDEA also considers gender-based harassment to be Prohibited Conduct. Gender-based harassment includes harassment based on a student’s gender, expression by the student of stereotypical characteristics associated with the student’s gender, or the student’s failure to conform to stereotypical behavior related to gender. Examples of gender-based harassment directed against a student, regardless of the student’s or the harasser’s actual or perceived sexual orientation or gender identity, may include, but not be limited to, offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property

“Prohibited Conduct” may also include dating violence, which occurs when one partner in a dating relationship, either past or current, intentionally uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other partner. Examples of dating violence against a student may include physical or sexual assaults, name-calling, put-downs, threats to hurt the student or the student’s family members or members of the student’s household, destroying property belonging to the student, threats to commit suicide or homicide if the student ends the relationship, attempts to isolate the student from friends and family, stalking, or encouraging others to engaged in these behaviors.

Retaliation

Retaliation against a person who makes a good faith report of Prohibited Conduct is prohibited. Retaliation against a person who is participating in an investigation of reported Prohibited Conduct is also prohibited. A person who makes a false claim or offers false statements or refuses to cooperate with an IDEA investigation, however, may be subject to appropriate discipline.

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

Reporting Prohibited Conduct

Any student who believes that he or she has experienced Prohibited Conduct or retaliation, or believes that another student has experienced Prohibited Conduct or retaliation should immediately report the alleged acts to a teacher, counselor, the Principal, or other school employee. The report may also be made by the student’s parent. Alternatively, a report may be made directly to the appropriate Compliance Coordinator identified in this Handbook.

Upon receiving a report of potential Prohibited Conduct, IDEA will determine whether the allegations, if proven, would constitute prohibited discrimination, harassment, dating violence, or retaliation. If not, IDEA will determine if the allegations, if proven, would constitute bullying. If the alleged prohibited conduct, if proven, would constitute prohibited conduct and would also be considered bullying, an investigation of bullying will also be conducted.

****NOTE**** IDEA’s process concerning formal complaints of sexual harassment is outlined in “Freedom from Sexual Harassment” below.

Investigation

To the extent possible, IDEA will respect the privacy of the student; however, limited disclosures may be necessary to conduct a thorough investigation and to comply with law. Allegations of Prohibited Conduct will be promptly investigated. The investigation may be conducted by the Compliance Coordinator or designee, or by a third party designated by IDEA, such as an attorney. When appropriate, the Principal or the student’s teacher(s) will be involved in or informed of the investigation.

If a law enforcement or other regulatory agency notifies IDEA that it is investigating the matter and requests that the school delay its investigation, IDEA will resume the investigation at the conclusion of the agency’s investigation.

During the course of an investigation and when appropriate, IDEA will take interim action to address the alleged Prohibited Conduct.

If the school’s investigation indicates that Prohibited Conduct occurred, appropriate disciplinary action and, in some cases, corrective action, will be taken to address the conduct. IDEA may take disciplinary and corrective action even if the conduct that is the subject of the complaint was not unlawful.

All involved parties will be notified of the outcome of the investigation within the parameters and limits allowed under the Family Educational Rights and Privacy Act (“FERPA”).

Appeal

A student or parent who is dissatisfied with the outcome of the investigation may appeal through the school's student and parent complaint process, beginning at Level Two.

Freedom from Sexual Harassment

IDEA prohibits discrimination on the basis of sex, including sexual harassment, by an employee, volunteer, or another student.

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. A school employee conditioning the provision of aid, benefit, or service on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to IDEA's educational programs or activities;
3. Sexual assault, dating violence, domestic violence, or stalking (as those offenses are defined in the Clery Act, 20 U.S.C. § 1092(f), and the Violence Against Women Act, 34 U.S.C. § 12291(a)).

Examples of sexual harassment may include, but are not limited to, touching private body parts or coercing physical contact that is sexual in nature; sexual advances; jokes or conversations of a sexual nature; sexually-motivated physical, verbal, or nonverbal conduct; or other sexually motivated conduct, communications, or contact.

Romantic or inappropriate social relationships between students and school employees are prohibited. Any sexual relationship between a student and a school employee is always prohibited, even if consensual.

General Definitions

A "complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

A "respondent" means an individual who is reported to be the perpetrator of conduct that could constitute sexual harassment.

A "formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that IDEA investigate the allegation of sexual harassment.

"Supportive measures" means non-disciplinary, non-punitive individualized services offered appropriate and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to IDEA's educational program or activity without unreasonably burdening either party, including measures designed to protect the safety of all parties or IDEA's educational environment, or deter sexual harassment. Examples of supportive measures include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of class schedules, mutual restrictions on contact between the parties, and other similar measures.

Reporting Sexual Harassment

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by email, using the contact information listed for the Title IX Coordinator in the "Statement of Nondiscrimination" section of this handbook, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time, including during non-business hours, by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator.

IDEA's response to a report of sexual harassment must treat complainants and respondents equitably by offering supportive measures and by following a grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

After a report of sexual harassment has been made, the Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

Notice of Allegations

Upon receipt of a formal complaint, IDEA must provide the following written notice to the parties who are known:

- Notice of IDEA's grievance process, including any informal resolution process.
- Notice of the allegations of sexual harassment, including, to the extent known, the identity of the parties, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident.
- Notice that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made known at the conclusion of the grievance process.
- Notice that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
- Notice that the parties may inspect and review evidence related to the complaint.
- Notice that IDEA prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, during an investigation, IDEA decides to investigate allegations about the complaint or respondent that are not included in the initial notice of the complaint, IDEA must provide notice of the additional allegations to the parties whose identities are known.

Grievance Process

At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of IDEA.

The following guidelines apply when IDEA receives a formal complaint of sexual harassment. This process is designed to incorporate due process, principles, treat all parties fairly, and to assist IDEA reach reliable responsibility determinations.

- IDEA will require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
- Any individual designated by IDEA as a Title IX Coordinator, investigator, decision-maker, or to facilitate an informal resolution process must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or responsible. IDEA will ensure that Title IX Coordinators, investigators, decision-makers, and anyone who facilitates an informal resolution process receive appropriate training related to the requirements of Title IX and IDEA's sexual harassment policy.
- IDEA recognizes a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.
- IDEA shall attempt to complete an investigation of reported sexual harassment within 60 calendar days of receiving a complaint. However, the investigation process may be delayed or extended for a limited time for good cause with written notice to the complainant and the respondent of the delay or extension. Good cause may include considerations such as absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- Students found to have engaged in sexual harassment are subject to disciplinary action as outlined in the

Student Code of Conduct.

- IDEA shall employ the preponderance of the evidence to determine responsibility when reviewing formal complaints.
- IDEA may not require, allow, rely upon, or otherwise use questions of evidence that constitute, or seek disclosure, of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Consolidating Formal Complaints

IDEA may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Dismissal of Formal Complaints

IDEA must investigate the allegations in a formal complaint.

IDEA must dismiss a formal complaint if the conduct alleged in the formal complaint:

- Would not constitute sexual harassment, even if proven;
- Did not occur in IDEA's education program or activity; or
- Did not occur against a person in the United States.

IDEA may dismiss a formal complaint or any allegations therein if, at any time during the investigation:

- A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled or employed by IDEA; or
- Specific circumstances prevent IDEA from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal, IDEA must promptly send simultaneous written notice to the parties of the dismissal and the reason(s) for the dismissal. Dismissal of a formal complaint does not preclude IDEA from taking appropriate action under the Student Code of Conduct or any other school policy that may apply to the alleged conduct.

Investigating Formal Complaints

The following guidelines apply during the investigation of a formal complaint and throughout the grievance process.

- IDEA will ensure the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on IDEA and not on the parties.
- IDEA cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless IDEA receives that party's voluntary, written consent to do so.
- IDEA will provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
- IDEA will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
- IDEA will provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisory of their choice, and not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding. IDEA may establish restrictions regarding the extent

to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

- IDEA will provide to a party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings with sufficient time for the party to prepare to participate.
- IDEA will provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the recipient does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.
- Prior to completing an investigative report, IDEA must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 calendar days to submit a written response, which the investigator will consider prior to completing the investigative report.
- IDEA must create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to a determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for review and written response.
- After sending the investigative report to the parties and before reaching a determination of responsibility, the decision-maker(s) must afford each party the opportunity to submit written relevant questions that a party wants asked of any witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Determination Regarding Responsibility

The decision-maker(s) making a determination regarding responsibility cannot be the same person(s) as the Title IX Coordinator or the investigator(s). The decision-maker(s) must review the investigation report and make a written determination, based on the preponderance of the evidence standard, regarding responsibility. The written determination must include:

- Identification of the allegations potentially constituting sexual harassment;
- A description of the procedural steps taken from receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, or methods used to gather other evidence;
- Findings of fact supporting the determination;
- Conclusions regarding application of IDEA's Code of Conduct to the facts;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and whether remedies designed to restore or preserve equal access to IDEA's education program or activities will be provided to the complainant; and
- IDEA's procedures and permissible bases for the complainant and respondent to appeal.

IDEA must provide the written determination to the parties simultaneously. The determination becomes final either on the date IDEA provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

The Title IX Coordinator is responsible for effective implementation of any remedies.

Appeals

IDEA will offer both parties an appeal from a determination regarding responsibility, and from IDEA's dismissal of a formal complaint or any allegations therein, on the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

As to appeals, IDEA will ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, or the investigator(s), or the Title IX Coordinator. IDEA will provide both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome.

The decision-maker(s) for the appeal will issue a written decision, based on the preponderance of the evidence standard, describing the result of the appeal and the rationale for the result, and provide the written decision simultaneously to both parties.

A party who is dissatisfied with the appeal decision may file an appeal through the student and parent complaint process, beginning at Level Two.

Emergency Removals

IDEA is able to remove a respondent from IDEA's education program on an emergency basis, provided that IDEA undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. IDEA's ability to do so may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504, or the Americans with Disabilities Act.

Informal Resolution

At any time prior to reaching a determination regarding responsibility, IDEA may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. However, IDEA may not require as a condition of enrollment or continuing enrollment, or employment or continued employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints. Additionally, IDEA may not require the parties to participate in an informal process and may not offer an informal resolution process unless a formal complaint is filed.

Prior to facilitating an informal resolution process, IDEA must:

- Provide to the parties a written notice disclosing the allegations and the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations. The notice must also inform that, at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, as well as of any consequence resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- Obtain the parties' voluntary, written consent to the informal resolution process.

IDEA may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually

harassed a student.

Retaliation Prohibited

Neither IDEA nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation or proceeding under this policy.

Examples of retaliation may include, but are not limited to, intimidation, threats, coercion, or discrimination.

Complaints alleging retaliation may be filed according to the grievance procedure described above.

Confidentiality

IDEA must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by FERPA or as required by law, or for purposes related to the conduct of any investigation, hearing, or judicial proceeding arising under the Title IX regulations.

Non-Sexual Harassment Sex Discrimination

The formal complaint investigation and resolution process outlined above in “Freedom from Sexual Harassment” applies only to formal complaints alleging sexual harassment as defined by Title IX, but not to complaints alleging sex discrimination that do not constitute sexual harassment. Complaints of non-sexual harassment sex discrimination may be filed with the Title IX Coordinator and will be handled under the process described in the “Freedom from Discrimination, Harassment, and Retaliation” section of this Handbook.

Freedom from Hazing and Bullying

[IDEA Florida has adopted an anti-bullying and hazing policy found here.](#)

Freedom from Bullying

Interrogations and Searches

In the interest of promoting student safety and attempting to ensure that IDEA is safe and drug free, school officials may from time to time conduct searches. Such searches are conducted without a warrant and as permitted by law.

Administrators, teachers and other professional personnel may question a student regarding the student’s own conduct or the conduct of other students. In the context of school discipline, students have no claim to the right not to incriminate themselves.

Students shall be free from unreasonable searches and seizures by school officials. School officials may search a student’s outer clothing, pockets, or property by establishing reasonable cause or securing the student’s voluntary consent.

A search is reasonable if (1) the school official has reasonable grounds for suspecting that the search will uncover evidence of a rule violation or a criminal violation and (2) the scope of the search is reasonably related to the circumstances justifying the search, such as the extent of the search, the objectives of the search, the age and sex of the student, and the nature of the infraction.

Desk and Locker Searches

Students should have no expectation of privacy in the contents of their lockers, desks or other school property. Lockers and desks assigned to students remain at all times under the control and jurisdiction of IDEA. IDEA will make periodic inspections of lockers and desks at any time, with or without notice or student consent. School officials will remove any item that violates school policy or that may potentially be dangerous.

Students have full responsibility for the security of their lockers and desks, and shall be held responsible for any prohibited items found therein. A student's parent shall be notified if any prohibited articles or materials are found in a student's locker or desk, or on the student's person.

Vehicles on Campus

Vehicles parked on school property and property under school control are under the jurisdiction of IDEA and may be searched at any time if reasonable suspicion exists to believe that the search will result in evidence that school rules or other laws have been violated. If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle and consent to a search of the vehicle. If the student refuses to permit the vehicle to be searched, IDEA may contact the student's parents and/or law enforcement officials. A student may be held responsible for and in possession of prohibited items found in his or her vehicle parked on school property or at a school-related event.

School Visitors

All visitors to IDEA must sign-in at the school campus administrative office. A sign at the entrance to the campus will direct visitors to the appropriate location.

All visitors must present a form of identification or at a minimum their name and date of birth. IDEA personnel process each visitor through the RAPTOR system, and/or other database system which checks for sex offender status. All approved visitors will be issued a badge that is to be worn at all times while visiting the school campus. Upon their departure they must sign-out at the central administrative office and return the visitor's badge.

Visitors who do not submit a form of identification or their name and date of birth for the purpose of checking sex offender status shall not be allowed on school grounds. A parent of a student enrolled at IDEA who does not provide identification or name and date of birth shall follow the same policy.

Registered Sex Offenders

Registered sex offenders are generally prohibited from entering school grounds.

Exception: A parent/guardian who is required to register as a sex offender may enter school grounds for the following limited purposes:

1. To attend a conference at the school with school personnel to discuss the academic and/or social progress of the parent/guardian's child;
2. To attend an ARD or IEP meeting or other conference where evaluation or placement decisions may be made respecting the student's ESE services;
3. When the Principal has requested the parent/guardian's presence for any other reason concerning the parent/guardian's child; or
4. To transport the child to school or pick up the child from school.

Requirements for the Exception to Apply:

1. The parent/guardian must notify the Principal of the purpose of the visit and when the visit will occur, including date and time, before the parent/guardian enters the school grounds.
2. The Principal shall notify the administrative offices of the parent/guardian's intent to visit.
3. The parent/guardian must check in at the campus administrative office upon arrival and departure from the school.

4. The parent/guardian must remain under the direct supervision of staff at all times.

Even under the limited circumstances set out above, the parent/guardian will not be permitted to enter or be present on school property if:

1. The individual's parental rights have been terminated;
2. The individuals' presence at school is prohibited by court order or conditions of probation; or
3. The Superintendent or campus administrator determines that the individual poses a threat to student safety or is likely to cause a disturbance to the educational environment.

In those cases, communications regarding the student will be conducted by alternate means such as telephone, mail, or electronic communications. Where the administration determines that a meeting is necessary, it will identify an appropriate meeting place where students are not present.

Procedures for Use of Restraint and Time-Outs

School employees, volunteers or independent contractors are authorized to use restraint in the event of an emergency and subject to the following limitations:

- Only reasonable force, necessary to address the emergency, may be used.
- The restraint must be discontinued at the point at which the emergency no longer exists.
- The restraint must be implemented in such a way as to protect the health and safety of the student and others.
- The student may not be deprived of basic human necessities.

At no time, however, may a student be placed in seclusion. Seclusion is an involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving. Time-out procedures isolate and confine a student until he or she is no longer an immediate danger to self or others. It may be used on an individual basis for a limited time to allow the student the opportunity to regain control in a private setting. This method must not be used to address behaviors such as general noncompliance, self-stimulation, and academic refusal. Such behaviors must be responded to with less stringent and less restrictive techniques.

Weapon and Concealed Handgun Prohibition

IDEA prohibits the use or possession of any firearm, knife, club, or other weapon while on the premises of the school or any school grounds or building in which a school activity is being conducted.

MISCELLANEOUS PROVISIONS RELATING TO STUDENTS

Religious Expression

IDEA prohibits discrimination, harassment, or retaliation on the basis of religion.

A student enrolled has the right to silently pray or meditate at IDEA, so long as it does not disrupt the instructional day or other activities of the school. IDEA shall not require, encourage, or coerce any student to engage in or to refrain from prayer or meditation during any school activity.

Pledges of Allegiance

Each school day, students will recite the Pledge of Allegiance to the United States flag. Parents may submit a written request to the principal or designee to excuse their student from reciting a pledge.

School Calendar

IDEA operates according to the school calendar adopted annually by the Board of Directors. Holidays may be used as school make-up days for days lost due to bad weather. The latest changes to the calendar will be available on the IDEA website.

School Day

The school day is Monday to Friday 7:30 a.m. to 3:45 p.m. Students should be in their classrooms ready for instruction to begin at 7:30 AM. Any student not in class at 7:30 will be marked tardy.

Students must leave campus immediately after school dismisses in the afternoon, unless they are involved in an activity under the supervision of a teacher or sponsor. If a student is involved in an after-school activity, he or she must remain in the area where their activity is scheduled to take place. The student may not go to another area of the school without permission by the teacher or sponsor overseeing the activity.

During the school day, students may not loiter or stand in the halls between classes. Students must have a pass to be outside the classroom during class time. Failure to obtain a pass will result in disciplinary action.

Textbooks and Curriculum Materials

Textbooks and additional curriculum materials are provided free of charge for each subject or class. Materials must be used by the students as directed by the teacher and treated with care. A student who is issued damaged materials should report the damage to the teacher.

Students must return all textbooks and supplemental materials to the teacher at the end of the school year or when the student withdraws from school. Any student failing to return issued materials in an acceptable condition loses the right to free textbooks and educational materials until the student and/or parent pay for the damages. However, a student will be provided textbooks and educational materials for use during the school day. IDEA may reduce or waive the payment requirement if the student is from a low-income family.

Transcripts

IDEA maintains an academic achievement record (transcript) for each student enrolled. Transcripts list complete personal student data, give complete scholastic grades, and report student activities, honors, and scores on standardized achievement tests.

Extracurricular Activities, Clubs, and Organizations

Participation in school-related activities is an excellent way for a student to develop talents, receive individual recognition, and build strong friendships with other students. Participation, however, is a privilege and not a right. Eligibility for participation in many school-related activities is governed by state law and rules of the Florida High School Athletic Association ("FHSAA"), a statewide association overseeing interscholastic competition. Additional information regarding extracurricular activities, clubs, and organizations may be obtained from the principal.

Participation in these activities may result in events that occur off-campus. When IDEA arranges transportation for these events, students are required to use the transportation provide by IDEA to and from the event. Exceptions may only be made with approval from the activity's coach or sponsor.

Please note: Sponsors of student clubs and performing groups such as the band, choir, and drill and athletic teams may establish standards of behavior – including consequences for misbehavior – that are stricter than those for students in general. If a violation of organization rules is also a violation of school rules, the consequences specified by the Student Code of Conduct or by local policy will apply in addition to any consequences specified by the organization.

Fees

Materials that are part of the basic educational program are provided with state and local funds at no charge to a student. Students are expected to provide their own consumable items, such as pencils, paper, pens, erasers, notebooks, calculators, headsets, etc. Students may be required to pay certain fees or deposits, including:

1. A fee for materials for a class project that the student will keep, if the fee does not exceed the cost of materials;
2. Membership dues in voluntary student clubs or organizations and admission fees to extracurricular activities;
3. A security deposit for the return of materials, supplies, or equipment;
4. A fee for personal physical education and athletic equipment and apparel, although a student may provide the student's own equipment or apparel if it meets reasonable requirements and standards relating to health and safety;
5. A fee for voluntarily purchased items, such as student publications, class rings, pictures, yearbooks, graduation announcements, etc.;
6. A fee for voluntary student health and accident benefit plan;
7. A reasonable fee, not to exceed the actual annual maintenance cost, for the use of musical instruments and uniforms owned or rented by the school;
8. A fee for items of personal apparel used in extracurricular activities that become the property of the student;
9. A parking fee;
10. A fee for replacement of a student identification card;
11. If offered, a fee for a driver training course, not to exceed the actual cost per student in the program for the current school year;
12. A fee for an optional course offered for credit that requires the use of facilities not available on campus or the employment of an educator who is not part of the school's regular staff;
13. A fee for summer school courses that are offered tuition-free during the regular school year;
14. A reasonable fee, not to exceed \$50, for costs associated with an educational program offered outside of regular school hours through which a student who was absent from class receives instruction voluntarily for the purpose of making up the missed instruction and meeting the level of attendance required for class credit, so long as the fee would not create a financial hardship or discourage the student from attending the program;
15. A fee for lost, damaged, or overdue library book; or
16. A fee specifically permitted by any other statute.

IDEA may waive any fee or deposit if the student and parent are unable to pay. A request for such a waiver must be made in writing to the Principal or designee, and include evidence of inability to pay. Details for the fee waiver are available in the Principal's office.

Displaying a Student's Artwork, Projects, Photos, and Other Original Work

Teachers may display student work in classrooms or elsewhere on campus as recognition of student achievement. However, IDEA will seek parental consent before displaying student artwork, special projects, photographs taken by students, and other original works on the IDEA website, on any campus or classroom website, in printed materials, by video, or by any other method of mass communication. IDEA will also seek consent before displaying or publishing an original video or voice recording in this manner.

Distribution of Materials or Documents

School Materials

Publications prepared by and for IDEA may be posted or distributed with prior approval by the Principal and/or teacher. Such items may include school posters, brochures, murals, etc.

Non-School Materials

Students must obtain express prior approval of the Principal or designee before distributing, posting, selling, or circulating written materials, handbills, photographs, pictures, petitions, films, tapes, posters, or other visual or auditory materials on campus.

Non-school literature shall not be distributed by students on IDEA property if:

- The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
- The materials endorse actions endangering the health or safety of students.
- The materials promote illegal use of drugs, alcohol, or other controlled substances.
- The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
- The materials contain defamatory statements about public figures or others.
- The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
- The materials are hate literature or similar publications that scurrilously attack ethnic, religious, or racial groups or contain content aimed at creating hostility and violence, and the materials would materially and substantially interfere with school activities or the rights of others.
- There is reasonable cause to believe that distribution of the non-school literature would result in material and substantial interference with school activities or the rights of others.

Any student who posts material without prior approval will be subject to disciplinary action in accordance with the Student Code of Conduct. Materials displayed without approval will be removed.

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials over which IDEA does not exercise control shall not be sold, circulated, or distributed by persons or groups not associated with IDEA or a school support group on school premises unless the person or group obtains specific prior approval from the Superintendent or designee. To be considered, any non-school material must include the name of the sponsoring organization or individual.

Electronic Devices and Technology Resources**Possession and Use of Personal Telecommunication Devices and Other Electronic Devices**

IDEA permits students to possess personal cell phones for safety purposes; however, these devices **must remain turned off during the instructional day, including during all testing**, unless the device is used for approved instructional purposes.

A student must also have permission from the Principal to possess other personal telecommunication devices (such as a pager, notebook computer, laptop, tablet, or other portable computing device) at school.

Students may also be permitted to possess other electronic devices (for example, MP3 players, iPods, video or audio recorders, DVD players, or similar electronic devices). Such devices must be **turned off** between the hours of 7:45 a.m. and 3:45 p.m. Such devices may not be visible in the pocket of a jacket or pants; items must be completely put away and out of sight.

If a student possesses a personal telecommunication device or other electronic device without permission, school staff will collect the item and turn it in to the Principal's office. The Principal will determine whether to return items to students at the end of the day or contact a parent to pick up the item.

The use of mobile telephones or any other device capable of capturing images is strictly prohibited in restroom areas or other sensitive areas while at school or at a school-related or school-sponsored event.

If a student uses a telecommunication device or other electronic device without authorization during the school day, the device will be confiscated. If the student and parent have executed a waiver permitting the student to possess an electronic communication device at school, IDEA officials may power on and search the device if there is reasonable cause to believe that the device has been used in the transmission or reception of communications prohibited by law, policy, or regulation. Any disciplinary action will be in accordance with the Student Code of Conduct. These guidelines apply even if the item in use is not the property of the student found in violation of the policy.

A confiscated device may be picked up from the Principal's office. IDEA reserves the right to charge an administrative fee not to exceed \$15 before releasing a confiscated telecommunication device. Confiscated telecommunication devices that are not retrieved by the student or parent will be disposed of after the notice required by law.

IDEA will not be responsible for damage to or loss or theft of confiscated items.

Instructional Use of Personal Telecommunication and Other Electronic Devices

In some cases, students may find it beneficial or might be encouraged to use personal telecommunications or other personal electronic devices for instructional purposes while on campus. Students must obtain prior approval before using personal telecommunications or other personal electronic devices for instructional use. When students are not using the devices for approved instructional purposes, all devices must be turned off during the instructional day. Violations may result in withdrawal of privileges and other disciplinary action.

IDEA is not responsible for any damaged, lost, or stolen personal device.

Acceptable Use of Technology Resources

School-owned technology resources for instructional purposes may be issued to individual students. Use of these technological resources, which include IDEA's network systems and use of school equipment, is restricted to approved purposes only. Students and parents will be asked to sign an Acceptable Use Agreement Acknowledgment Form regarding use of these school technology resources. Violations of the user agreement may result in withdrawal of privileges and other disciplinary action.

Unacceptable and Inappropriate Use of Technology Resources

Students are prohibited from possessing, sending, forwarding, posting, accessing, or displaying electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal. This prohibition also applies to conduct off school property, whether the equipment used to send such messages is IDEA-owned or personally owned, if it results in a substantial disruption to the educational environment.

Any person taking, disseminating, transferring, possessing, or sharing obscene, sexually oriented, lewd, or otherwise illegal images or other content, commonly referred to as "sexting," will be disciplined according to the Student Code of Conduct, may be required to complete an educational program related to the dangers of this type of behavior, and, in certain circumstances, may be reported to law enforcement.

In addition, any student who engages in conduct that results in a breach of IDEA's computer security will be disciplined in accordance with the Student Code of Conduct, and, in some cases, the consequence may rise to the level of expulsion.

Change of Address or Telephone Number

Parents are responsible for notifying IDEA when a student's address or telephone number changes. Proof of residency at the new address may also be required.

Uniform Requirements

As authorized by state law and the IDEA charter, students are required to wear uniforms to school. IDEA's uniform policy is designed to prevent disruption, minimize safety hazards, and provide a dress standard that offers flexibility for the parent and student. Students must come to school cleanly and neatly groomed and wearing clothing that will not be a health or safety hazard to the student or others and that will not distract from the educational atmosphere of IDEA.

Parents must provide their student(s) with the required uniform. IDEA may provide a uniform for economically disadvantaged students. A request for school assistance for purchasing uniforms must be made in writing to the principal or designee and include evidence of the inability to pay. Further details are available in the principal's office.

A parent may choose for his or her student(s) to be exempted from the requirement of wearing a uniform if the parent provides a written statement that, as determined by the Board of Directors, states a bona fide religious or philosophical objection to the requirement.

Students who do not follow IDEA's guidelines for personal attire and appearance may be subject to discipline under the Student Code of Conduct.

Newly enrolled students may be provided with a grace period of up to two weeks to obtain appropriate IDEA uniforms. Students must comply with IDEA's remaining dress standards upon enrollment.

See appendix for uniform standards and requirements.

Child Nutrition Program

IDEA participates in the National School Lunch Program and offers students nutritionally balanced lunches daily. Free and reduced lunches are available to students who qualify. You must pay for lunch unless you qualify for the free and reduced program. Breakfast is served in the classroom and is free to all students. For more information regarding our Child Nutrition Program, visit our school website at www.ideapublicschools.org.

Transportation

IDEA makes school bus transportation available to all students eligible for bus transportation. This service is provided at no cost to students. Bus routes and any subsequent changes are posted at the school. For more information regarding transportation, visit our school website at www.ideapublicschools.org.

Riding a school vehicle is a privilege. School vehicle drivers have the authority to maintain discipline and require seating charts. When riding a school vehicle, students are held to behavioral standards established in this Handbook and the Student Code of Conduct. Students must:

1. Follow the driver's directions at all times;
2. Enter and leave the vehicle in an orderly manner;
3. Keep feet, books, instrument cases, and other objects out of the aisle;
4. Not deface the vehicle or its equipment;
5. Not put head, hands, arms, legs, or an object out of any window; and

6. Wait for the driver's signal in order to leave or cross in front of the vehicle.

Only designated students are allowed to ride in the vehicle. Students may neither ride the vehicle to a different location nor have friends ride the vehicle to participate in after-school activities.

If a special needs student is receiving bus transportation as a result of an Individual Education Plan ("IEP"), the IEP Meeting Committee will have the discretion in determining appropriate disciplinary consequences related to inappropriate behavior in a school vehicle.

STUDENT CODE OF CONDUCT

Purpose of the Student Code of Conduct

To function properly, education must provide an equal learning opportunity for all students by recognizing, valuing, and addressing the individual needs of every student. In addition to the regular curriculum, principles and practices of good citizenship must also be taught and modeled by school staff. To foster an orderly and distraction-free environment, IDEA Public Schools ("IDEA" or "IPS") has established this Student Code of Conduct in accordance with state law and the IDEA charter. The Student Code of Conduct has been adopted by the Board of Directors and provides information to parents and students regarding expectations for behavior, consequences of misconduct, and procedures for administering discipline.

The Student Code of Conduct will be posted at each IPS campus and/or will be available for review at each principal's office. Parents will be notified of any violation that may result in a student being suspended or recommended for expulsion. Students and staff must be familiar with the standards set forth in the Student Code of Conduct, as well as campus and classroom rules.

The Student Code of Conduct does not define all types and aspects of student behavior, as IPS may impose campus or classroom rules in addition to those found in the Student Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Student Code of Conduct. **When students participate in student activities, they will also be expected to follow the guidelines and constitutions that further specify the organization's expectations, student behavior, and consequences.**

Authority and Jurisdiction

IDEA has disciplinary authority over a student:

1. During the regular school day and/or while the student is going to and from school on IPS transportation;
2. During open lunch periods in which a student is allowed to leave campus;
3. While the student is in attendance at any school-related event or activity, regardless of time or location;
4. For any school-related misconduct, regardless of time or location;
5. For any expulsion offense committed while on IPS property or while attending a school-sponsored or school-related activity of IPS or of any other school in Florida;
6. For any expulsion offense committed away from IPS property and not at a school-sponsored or school-related event, if the misconduct creates a substantial disruption to the educational environment;
7. While the student is in transit to or from school or to or from school or school-related activities or events;
8. When retaliation against a student, school employee or volunteer occurs or is threatened, regardless of time or location;
9. When the student commits any felony, regardless of time or location;

10. While a student is participating in any remote / virtual classroom or other period of online instruction provided by IDEA;
11. While the student is in attendance at any school-related event or activity, regardless of time or location; and
12. When criminal mischief is committed on or off IPS property or at a school-related event.

Reporting Crimes

In addition to disciplinary consequences, misdemeanor and felony offenses committed on campus or while attending school-sponsored or school-related activities will be reported to an appropriate law enforcement agency.

Standards for Student Conduct

Each student is expected to:

- Adhere to the requirements of the Student Code of Conduct.
- Attend all classes, regularly and on time.
- Behave in a responsible manner, always exercising self-discipline.
- Cooperate with and assist IDEA staff in maintaining safety, order, and discipline.
- Demonstrate courtesy, even when others do not.
- Meet IDEA's standards of dress.
- Obey all campus and classroom rules.
- Prepare for each class; take appropriate materials and assignments to class.
- Respect the property of others, including IDEA property and facilities.
- Respect the rights and privileges of students, teachers, and other IDEA staff and volunteers.

Discipline Management Techniques

Disciplinary techniques are designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action will draw on the professional judgment of teachers and administrators and on a range of discipline management techniques. Discipline will be correlated to the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

Because of these factors, discipline for a particular offense, unless otherwise specified by law, may bring into consideration varying techniques and responses.

Techniques

The following discipline management techniques may be used—alone or in combination—for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Assignment of school duties such as cleaning or picking up litter.
- Behavioral contracts.
- Cooling-off time or "time-out."
- Counseling by teachers, counselors, or administrative personnel.
- Rewards for positive behavior.
- Demerits.
- Detention.
- Expulsion. An IDEA principal can, and in some cases, must, recommend to the school district superintendent that a student be expelled.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- In-school suspension, as specified in the suspension section of the Code of Conduct.
- Out-of-school suspension, as specified in the suspension section of the Code of Conduct.
- Parent-teacher conferences.

- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by IDEA.
- School-assessed and school-administered probation (final warning contracts).
- Seating changes within the classroom.
- Sending the student to the office or other assigned area.
- Techniques or penalties identified in individual student organizations' extracurricular standards of behavior.
- Temporary confiscation of items that disrupt the educational process.
- Verbal correction, oral or written.
- Withdrawal of privileges, such as participation in extracurricular activities, field trips, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Withdrawal or restriction of bus privileges.
- Other strategies and consequences as determined by school officials, including, but not limited to, requests that parents "shadow" their children at school for a specified period of time.

Corporal Punishment

IDEA will NOT administer corporal punishment upon a student for misconduct.

Student Code of Conduct Offenses and Consequences

The categories of conduct below are prohibited at school, involving school work and during all school-related activities, or as otherwise described in the Authority and Jurisdiction section above.

Level I Offenses:

1. Academic dishonesty (cheating or copying the work of another).
2. Being in an unauthorized area of school property.
3. Causing an individual to act through the use of threat or coercion.
4. Cheating or copying the work of another.
5. Computer system violations.
6. Directing profanity, vulgar language, or obscene gestures toward another student or school employee.
7. Discharging a fire extinguisher without valid cause.
8. Disobeying conduct rules regarding school transportation.
9. Disrespect of school staff or persons in authority.
10. Engaging in any conduct gives school officials reasonable cause to believe that such conduct will substantially disrupt the school program or incite violence.
11. Engaging in disruptive actions or demonstrations that substantially disrupt or materially interfere with school activities.
12. Engaging in verbal or written exchanges that threaten the safety of another student, a school employee, or school property.
13. Failing to comply with directives given by school personnel (insubordination).
14. Failing to report known hazing, harassment, or bullying of students.
15. Falsifying records, passes, or other school-related documents.
16. Gambling.
17. Inappropriate or indecent exposure of a student's private body parts.
18. Inappropriate public displays of affection (public displays of affection deemed inappropriate by public standards such as lewd or inappropriate kissing, touching, fondling, etc.).
19. Making false accusations or hoaxes regarding school safety.
20. Possessing aerosol canisters or any other object used to set off fire alarms.
21. Possessing pornographic material.
22. Possessing published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
23. Possession of telecommunications or other electronic devices, including displaying, turning on, or using a

- telecommunications device (including a cellular telephone or other electronic device) while on school property during the school day.
- 24. Recording the voice or image of another without the prior consent of the individual(s) being recorded or in any way that disrupts the educational environment or invades the privacy of others.
- 25. Refusing to accept discipline management techniques assigned by a teacher or Principal.
- 26. Repeated tardiness.
- 27. Repeatedly violating communicated campus or classroom standards of conduct.
- 28. Throwing objects that can cause bodily injury or property damage.
- 29. Violating dress standards as communicated in the Student Handbook.

Disciplinary Consequences (may not necessarily be followed in order and progressive disciplinary measures are not required)

- 1. After school detention.
- 2. Application of one or more Discipline Management Techniques listed in the Code.
- 3. Behavioral contracts or individually developed behavior management plans.
- 4. Confiscation of cell phones or other electronic devices.
- 5. Grade reductions for academic dishonesty.
- 6. In-school suspension.
- 7. Out-of-school suspension.
- 8. Removal from the classroom and/or placement in another classroom.
- 9. Restitution/restoration, if applicable.
- 10. Saturday school.
- 11. School-assessed and school-administered probation.
- 12. Temporary confiscation of items that disrupt the educational process.
- 13. Verbal correction.
- 14. Withdrawal of privileges, such as participation in extracurricular activities and eligibility for seeking and holding honorary offices, and/or membership in school-sponsored clubs or organizations.

Level II Offenses:

- 1. Being a member of, pledging to become a member of, joining, or soliciting another person to join, or pledge to become a member of a public-school fraternity, sorority, gang, or secret society or organization
- 2. Discriminatory, derogatory language or hate speech including racial slurs based on race/ethnicity, religion, gender, national origin, disability, age, sexual orientation or any other identities prohibited by law.
- 3. Bypassing of Internet blocks on school computers or networks to enter unapproved sites.
- 4. Committing extortion, coercion, or blackmail (obtaining money or an object of value from an unwilling person).
- 5. Damaging or vandalizing property owned by others, including but not limited to school property or facilities, property of IPS employees, or property of other students.
- 6. Defacing or damaging IPS property—including textbooks, lockers, furniture, and other equipment—or property of any other person, with graffiti or by any other means.
- 7. Engaging in inappropriate verbal, physical, or sexual conduct directed toward another person, including an IPS student, employee, or volunteer.
- 8. Failure to comply with conditions of after-school detention and/or in-school suspension placement.
- 9. False accusation of conduct that would constitute a misdemeanor or felony.
- 10. Fighting or arranging a fight. School is not a place to arrange fights, whether those fights take place on or off school grounds. Fighting is an instance of physical contact in anger, regardless of whether fists or weapons are used. Students who involve themselves in fighting or arranging a fight will, at a minimum, be suspended for the remainder of the day.
- 11. Forgery of school documents at school or otherwise.
- 12. Gambling
- 13. Gang-related activity of any kind or nature (behavior that is deemed serious gang-related activity may be

- elevated or addressed as a Level III Offense).
14. Participating in “hazing”.
15. Interference with school activities or discipline.
16. Leaving the classroom, school property, or school-sponsored events without permission.
17. Possessing, viewing, or distributing pictures, text messages, emails, or other material of a sexual nature in any format.
18. Possessing or selling look-alike drugs or attempting to pass items off as drugs or contraband.
19. Possessing or selling seeds or pieces of marijuana in less than a usable amount.
20. Possessing, smoking, or using tobacco products and/or e-cigarettes at school or at a school-related or school-sanctioned activity on or off school property. (See glossary.)
21. Possessing, using, giving, or selling paraphernalia related to any prohibited substance (illegal, prescription, and over-the-counter drug). (See glossary for “paraphernalia.”)
22. Possession of stolen property.
23. Refusing to allow or comply with a lawful student search
24. Sexual harassment or sexual abuse that is not defined as a Level III offense.
25. Theft.
26. Threatening or bullying a student, employee, or volunteer of IPS, whether on or off school property. If the conduct causes a substantial disruption of the educational environment it may be elevated to a Level III Offense depending on circumstances as determined by IPS.
27. Trespassing on IDEA Property
28. Unruly, disruptive, or disruptive behavior that interferes with the teacher’s ability to communicate effectively with students in the classroom.
29. Using the Internet or other electronic communications to threaten students or employees, or cause disruption to the school program.
30. Violating the IPS medication policy.
31. Willful destruction of IDEA or personal property and/or vandalism.
32. Any repetitive Level I Offenses – i.e., two or more Level I offenses within a semester, whether the same or any combination.

Disciplinary Consequences (may not necessarily be followed in order and progressive disciplinary measures are not required)

1. Any applicable Level I Disciplinary Consequence or Discipline Management Technique listed above, including multiple consequences as deemed appropriate by IPS.
2. In-school or Out-of-school suspension for up to five days.

Level III Offenses:

1. Abusing over-the-counter drugs.
2. Abusing a student’s own prescription drug, giving a prescription drug to another student, or possessing or being under the influence of another person’s prescription drug while on school property or at a school-related event.
3. Aggravated assault.
4. Aggravated kidnapping.
5. Aggravated robbery.
6. Aggravated sexual assault
7. Arson.
8. Burglary of a motor vehicle on campus.
9. Capital murder.
10. Commission of a felony offense.
11. Committing the following offenses on school property or within 1,000 feet of school property as measured from any point on the school’s real property boundary line, or while attending a school-sponsored or school-

related activity on or off school property:

- a. Engaging in conduct punishable as a felony.
 - b. Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense.
 - c. Selling, giving, or delivering to another person an alcoholic beverage; committing a serious act or offense while under the influence of alcohol; or possessing, using, or being under the influence of alcohol, if the conduct is not punishable as a felony offense.
 - d. Behaving in a manner that contains the elements of the offense of public lewdness or indecent exposure.
12. Conduct endangering the health and safety of others.
13. Creating or participating in the creation of a "hit list."
14. Criminal attempt to commit murder or capital murder.
15. Criminal mischief.
16. Criminally negligent homicide.
17. Deliberate destruction or tampering with school computer data or networks.
18. Engaging in "bullying" and/or cyberbullying.
19. Engaging in bullying that encourages a student to commit or attempt to commit suicide.
20. Engaging in conduct including the elements of assault.
21. Engaging in conduct relating to a false alarm or report (including a bomb threat) or a threat of terrorism or threat of violence involving a public school.
22. Engaging in conduct including the elements of child abuse, sex trafficking, and other maltreatment of children
23. Engaging in conduct punishable as a felony.
24. Engaging in conduct punishable as a Level III offense when the conduct occurs off school property and not at a school-sponsored or school-related event, and the conduct creates a substantial disruption to the educational environment.
25. Engaging in conduct relating to harassment of an IDEA employee, including but not limited to:
 - a. Initiating communication and in the course of the communication making a comment, request, suggestion, or proposal that is obscene;
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the treat, to inflict bodily injury on the person or to commit a felony against the employee, a member of the employee's family or household, or the employee's property;
 - c. Conveying, in a manner reasonably likely to alarm the employee receiving the report, a false report, which is known by the scholar to be false, that another person has suffered death or serious bodily injury; or
 - d. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.
26. Engaging in conduct that constitutes dating violence, including the intentional use of physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person with whom the student has or has had a dating relationship.
27. Engaging in conduct that constitutes discrimination or harassment, including conduct motivated by race, color, religion, national origin, gender, disability, or age and directed toward another IPS student, employee, or volunteer.
28. Engaging in conduct that constitutes sexual harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including an IPS student, employee, or volunteer.
29. Engaging in conduct that contains the elements of retaliation against any IPS employee or volunteer, whether on or off of school property.
30. Engaging in inappropriate or indecent exposure of private body parts.
31. Engaging in the electronic transmission of sexually explicit visual material that:
 - a. Depicts any person engaging in sexual conduct; or
 - b. Depicts a person's intimate parts exposed; or
 - c. Depicts the covered genitals of a male person that are in a discernibly turgid state; and

- d. Is not sent at the request of or with the express consent of the recipient.
32. Engaging in online impersonation.
33. Failure to complete two or more schedule in-school suspensions without a confirmed excuse.
34. Felony criminal mischief against school property, another student, or school staff.
35. Gang activity (violent or likely to cause harm to another or disrupt the educational environment in any way).
36. Hazing
37. Inappropriate sexual conduct.
38. Inciting violence against a student through group bullying.
39. Indecency with a child.
40. Possessing, accessing, distributing, or making available for viewing any visual material that visually depicts a child younger than 18 years of age who is engaging in sexual conduct.
41. Inhalant abuse.
42. Issuing a false fire alarm.
43. Manslaughter.
44. Murder.
45. Persistent Level I offenses (four or more Level I offenses committed in any one school year).
46. Persistent Level II offenses (two or more Level II offenses committed in any one school year).
47. Possessing or selling look-alike drugs, or attempting to pass items off as drugs or contraband.
48. Possessing or selling seeds or pieces of marijuana in less than a usable amount.
49. Possessing, smoking, or using tobacco products and/or e-cigarettes at school or at a school-related or school-sanctioned activity on or off school property.
50. Possessing, using, giving, or selling paraphernalia related to any prohibited substance (illegal, prescription, and over-the-counter drug).
51. Possessing, selling, distributing, abusing, or being under the influence of alcohol.
52. Possessing, selling, distributing, or being under the influence of inhalants.
53. Possessing, selling, distributing, or being under the influence of a simulated controlled substance.
54. Possessing, smoking, or using tobacco products and/or e-cigarettes at school or at a school-related or school-sanctioned activity on or off school property.
55. Possession or use of Prohibited Items, including but not limited to:
 - a. A “look-alike” weapon (includes but is not limited to BB guns, CO2 guns, air pistols or rifles, pellet guns, or any other device designed to appear to be a firearm or other weapon);
 - b. A laser pointer for other than an approved use;
 - c. A pocketknife or any other small knife with a blade less than 1.5” in length;
 - d. A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
 - e. A stun gun;
 - f. Ammunition;
 - g. An air gun or BB gun;
 - h. Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
 - i. Mace or pepper spray;
 - j. Matches or a lighter;
 - k. Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device or accessory to a vapor product; or
 - l. Any articles not generally considered to be weapons, including school supplies, when the Principal or designee determines that a danger exists.
56. Possessing tobacco-related paraphernalia, lighters, matches, tobacco-less cigarettes, and/or vapor products or accessories.
57. Possession, use, transfer or exhibition of any firearm, handgun, improvised explosive device, location-restricted knife, club, or any other prohibited weapon or harmful object, as determined by IDEA.
58. Public lewdness.
59. Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student’s consent.
60. Required registration as a sex offender.

61. Selling, giving, or delivering to another person or possessing, using, abusing, or being under the influence of marijuana, a cannabidiol (CBD) substance, a controlled substance, a dangerous drug, or alcoholic beverage.
62. Sending or distributing sexually suggestive, nude, or partially nude photographs and/or sexually explicit message via text message, social media applications, or other methods of electronic delivery while at school, or while away from school if the conduct creates a substantial disruption to the school environment.
63. Sending or posting electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including conduct occurring off school property if the conduct causes a substantial disruption to the educational environment.
64. Setting or attempting to set fire on school property.
65. Sexual abuse of a young child or children.
66. Sexual assault.
67. Stealing from students, staff, or IPS.
68. Targeting another individual for bodily injury or harm, taking any action for the purpose of inflicting bodily harm on another, or taking any reckless (but not accidental) action from which bodily harm could result to another.
69. Use, exhibition, or possession of any knife with a blade more than 1.5" in length, including but not limited to switchblade or assisted-open knives or any other knife not defined as a location-restricted knife.
70. Use, exhibition, or possession of a hand instrument designed to cut or stab another by being thrown, including but not limited to a dagger; dirk, stiletto, or poniard; bowie knife; sword; spear; switchblade; assisted-open knife (regardless of length); or as otherwise defined by Board policy.
71. Violating IDEA's computer use policies, rules, or agreements, including but not limited to the Student Acceptable Use Policy, and including conduct involving but not limited to:
 - a. Attempting to access or circumvent passwords or other security-related information of IDEA or its students or employees, and uploading or creating computer viruses, including such conduct off school property if the conduct causes a substantial disruption to the educational environment.
 - b. Attempting to alter, destroy, or disable IDEA computer equipment, IDEA data, the data of others, or other networks connected to the IDEA system, including conduct occurring off school property if the conduct causes a substantial disruption of the educational environment.
 - c. Using the Internet or other electronic communications to threaten IDEA students, employees, or volunteers, including conduct occurring off school property if the conduct causes a substantial disruption to the educational environment.
 - d. Sending or posting electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including conduct occurring off school property if the conduct causes a substantial disruption to the educational environment.
 - e. Using e-mail or Web sites at school to encourage illegal behavior or threaten school safety.
72. Violating the terms and conditions of a student behavior contract.
73. Any discretionary or mandatory expulsion violation under Florida Law.

Disciplinary Consequences (may not necessarily be followed in order and progressive disciplinary measures are not required)

1. Any applicable Level I or Level II Disciplinary Consequence.
2. In-school or out of school suspension for five to ten days.
3. Expulsion. An IDEA principal can, and in some cases, must, recommend to the school district superintendent that a student be expelled.

Student Code of Conduct Consequences

Detention

Detention may be held on each day during school for up to eight hours. Students who serve detention must make arrangements to be picked up from school. Parents may request in person a delay of the detention; no phone calls or notes will be accepted.

After School Detention

The following rules apply to students assigned to after school detention:

1. Students will bring materials to complete. Classroom materials may also be sent by a teacher.
2. Students will not be permitted to go to their lockers during detention; all materials must be brought to the detention room when reporting.
3. Sleeping is not permitted.
4. Students will follow all rules concerning classroom behavior. Failure to comply will mean suspension from school.
5. Any student assigned to detention must stay the entire time. Students refusing to complete their time will be suspended from school.

Suspension

IPS utilizes two kinds of suspension: in-school suspension and out-of-school suspension.

In School Suspension

The following rules and regulations apply to all students assigned to in school suspension ("ISS"):

1. Students must report to the Principal's Office at 7:45 a.m. ISS will be run from 7:45 a.m. until dismissal time.
2. Students will bring materials to complete, including an ISS assignment with their teachers' names, subjects, and assignments. Students are responsible for obtaining assignments from each teacher.
3. Students will not be permitted to go their lockers. All materials must be brought to the room when reporting.
4. Students may not bring food or drink into the ISS room.
5. No disruptive behavior will be allowed.
6. Unexcused absences from suspension will be referred to the principal.
7. Sleeping is prohibited.
8. Students must abide by the IPS policies and behavioral standards during their suspension period.
9. A student who misses a scheduled ISS session without a confirmed excuse will be assigned one day out of school suspension. If a student misses more than one scheduled ISS session without a confirmed excuse, he or she may be subject to expulsion.

Failure to follow these guidelines will be reported to the principal for further action, which may include up to three days of out-of-school suspension or any other Level I consequence.

Out-of-School Suspension

The Principal will give notice of suspension and the reasons for the suspension to the student. In deciding whether to order out-of-school suspension, the administrator may take into consideration factors including self-defense, prior discipline history, intent or lack of intent, the academic value of in-school-suspension and other appropriate or mitigating factors determined by the administrator.

Removal from School Transportation

A student being transported by IPS transportation to or from school or a school-sponsored or school-related activity may be removed from a school vehicle for conduct violating IDEA's established standards for conduct in a school vehicle.

Conferences, Hearings, and Appeals

All students are entitled to conferences, hearings, and/or appeals of disciplinary matters as provided by applicable state and federal law, and IPS policy.

Process for Suspensions

In addition to the above list of Code of Conduct violations, the principal has authority to suspend a student for a period of up to ten school days for any of the following additional reasons:

1. The need to further investigate an incident,
2. A recommendation to expel the student, or
3. An emergency constituting endangerment to health or safety.

Prerequisites to Suspension

Prior to suspending a student, the principal or designee must attempt to hold an informal conference with the student to:

1. Notify the student of the accusations against him/her,
2. Allow the student to relate his or her version of the incident, and
3. Determine whether the student's conduct warrants suspension.

Notification to Parents/Guardians

If the principal or designee determines the student's conduct warrants suspension during the school day, the principal or designee will make reasonable effort to notify the student's parent(s) that the student has been suspended before the student is sent home. The principal or designee will notify a suspended student's parent(s) of the period of suspension, the grounds for the suspension, and the time and place for an opportunity to confer with the principal.

Credit During Suspension

A student shall receive credit for work missed during the period of suspension if the student makes up work missed during the period of suspension within the same number of school days the student was absent on suspension.

Process for Out-of-School Suspensions Over Five Days (extended suspension)***Notice***

When the principal or designee determines that a student's conduct warrants expulsion, the Principal will provide the School District Superintendent and parents with a recommendation for expulsion as required by Florida law. The School district will provide notice of further proceedings to the parents:

No Credit Earned

Except when required by law, students will not earn academic credit during a period of expulsion.

Emergency Placement

If the principal or designee reasonably believes a student's behavior is so unruly, disruptive, or abusive that it seriously interferes with a teacher's ability to communicate effectively with students in a class, with the ability of a student's classmates to learn, or with the operation of IPS or a school-sponsored activity, the principal or designee may order immediate removal of the student. The principal or designee may impose immediate suspension if he or she reasonably believes such action is necessary to protect persons or property from eminent harm. At the time of such an emergency removal, the student will be given verbal notice of the reason for the action and appropriate hearings will be scheduled within a reasonable time after the emergency removal.

Notwithstanding any provision of law prohibiting the disclosure of the identity of a minor, whenever any student who is attending a public school is adjudicated guilty of or delinquent for, or is found to have committed, regardless of whether adjudication is withheld, or pleads guilty or nolo contendere to, a felony violation of:

1. Chapter 782, relating to homicide;

2. Chapter 784, relating to assault, battery, and culpable negligence;
3. Chapter 787, relating to kidnapping, false imprisonment, luring or enticing a child, and custody offenses;
4. Chapter 794, relating to sexual battery;
5. Chapter 800, relating to lewdness and indecent exposure;
6. Chapter 827, relating to abuse of children;
7. Section 812.13, relating to robbery;
8. Section 812.131, relating to robbery by sudden snatching;
9. Section 812.133, relating to carjacking; or
10. Section 812.135, relating to home-invasion robbery,

and, before or at the time of such adjudication, withholding of adjudication, or plea, the offender was attending a school attended by the victim or a sibling of the victim of the offense, the Department of Juvenile Justice shall notify the appropriate district school board of the adjudication or plea, the requirements in this paragraph, and whether the offender is prohibited from attending that school or riding on a school bus whenever the victim or a sibling of the victim is attending the same school or riding on the same school bus, except as provided pursuant to a written disposition order under s. 985.455(2). Upon receipt of such notice, the district school board shall take appropriate action to effectuate the provisions in paragraph (b).

Mandatory Expulsion- zero tolerance offenses

Florida law requires expulsion of students for the following offenses:

Zero-tolerance policies must require students found to have committed one of the following offenses to be expelled, with or without continuing educational services, from the student's regular school for a period of not less than 1 full year, and to be referred to the criminal justice or juvenile justice system.

(a) Bringing a firearm or weapon, as defined in chapter 790, to school, to any school function, or onto any school-sponsored transportation or possessing a firearm at school.(

b) Making a threat or false report, as defined by ss. 790.162 and 790.163, respectively, involving school or school personnel's property, school transportation, or a school-sponsored activity.

Notwithstanding any other provision of law, each charter school shall recommend expulsion, and each district school board shall adopt rules providing that any student found to have committed any offense in s. 784.081(1), (2), or (3) shall be expelled or placed in an alternative school setting or other program, as appropriate. Upon being charged with the offense, the student shall be removed from the classroom immediately and placed in an alternative school setting pending disposition.

784.081 provides Assault or battery on specified officials or employees; reclassification of offenses.—

(1) For purposes of this section, the term "sports official" means any person who serves as a referee, an umpire, or a linesman, and any person who serves in a similar capacity as a sports official who may be known by another title, which sports official is duly registered by or is a member of a local, state, regional, or national organization that is engaged in part in providing education and training to sports officials.

(2) Whenever a person is charged with committing an assault or aggravated assault or a battery or aggravated battery upon any elected official or employee of: a school district; a private school; the Florida School for the Deaf and the Blind; a university lab school; a state university or any other entity of the state system of public education, as defined in s. 1000.04; a sports official; an employee or protective investigator of the Department of Children and Family Services; an employee of a lead community-based provider and its direct service contract providers; or an employee of the Department of Health or its direct service contract providers, when the person committing the offense knows or has reason to know the identity or position or employment of the victim, the offense for which the person is charged shall be reclassified as follows:

(a) In the case of aggravated battery, from a felony of the second degree to a felony of the first degree.

(b) In the case of aggravated assault, from a felony of the third degree to a felony of the second degree.

(c) In the case of battery, from a misdemeanor of the first degree to a felony of the third degree.

(d) In the case of assault, from a misdemeanor of the second degree to a misdemeanor of the first degree.

(3) An assault, aggravated assault, battery, or aggravated battery upon a sports official shall be reclassified pursuant to subsection (2) only if such offense is committed upon the sports official when he or she is actively participating as a sports official in an athletic contest or immediately following such athletic contest.

Mandatory Reporting of "Threats of Terrorism" or "Threats of Violence"

The principal or designee shall thoroughly investigate any and all threats of terrorism or threats of violence that have been reported, with such investigation including an interview with the person reporting the threat, the person allegedly making the threat, and all witnesses. If the investigation supports that a threat is credible and imminent, it shall be immediately reported to the appropriate local law enforcement agency.

If a student brings a firearm or weapon and/or makes a threat or false report, the school must refer the student to "mental health services" pursuant to 1012.584(4).

Placement of Students with Disabilities

All disciplinary actions regarding students with disabilities (504 or special education under IDEA) shall be conducted in accordance with applicable federal and state laws.

Suspension/Expulsion Requirement

A student with a disability shall not be removed from his or her current placement for disciplinary reasons for more than ten days without ARD Committee action to determine appropriate services in the interim and otherwise in accordance with applicable federal and state law. If a special education due process appeal is filed, the student with a disability shall remain in the then current education setting in place at the time such appeal is noticed to IPS, unless IPS and the student's parents agree otherwise.

Gun-Free Schools Act

In accordance with the Gun-Free Schools Act, the district shall expel, from the student's regular program for a period of one year, any student who is determined to have brought a firearm, as defined by federal law, to school. The Principal may modify the term of expulsion for a student or assess another comparable penalty that results in the student's expulsion from the regular school program on a case-by-case basis and in accordance with legal requirements.

For the purposes of this section, "firearm" means:

1. Any weapon – including a starter gun – which will, or is designed to, or which may readily be converted to expel a projectile by the action of an explosive from the frame or receiver of any such weapon;

2. Any firearm muffler or firearm silencer;
3. Any destructive device. "Destructive device" means any explosive, incendiary or poison gas bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than 1/4 ounce, mine, or device similar to any of the preceding described devices. It also means any type of weapon – other than a shotgun shell or a shotgun that is generally recognized as particularly suitable for sporting purposes – by whatever name known which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than 1/2 inch in diameter; and any combination of parts either designed or intended for use in converting any device into a destructive device as described, and from which a destructive device may be readily assembled.

Glossary

The glossary provides legal definitions and locally established definitions and is intended to assist in understanding terms related to the Student Code of Conduct.

Abuse is improper or excessive use.

Armor-piercing ammunition is handgun ammunition used principally in pistols and revolvers and that is designed primarily for the purpose of penetrating metal or body armor.

Arson is to intentionally damage or cause to be damaged, by fire or explosion, any dwelling, structure, or conveyance, whether occupied or not, or its contents.

Assault is an intentional, unlawful threat by word or act to do violence to another, coupled with the apparent ability to do so, and doing some act, which creates a well-founded fear in the other person that such violence is imminent.

Bullying, which includes cyberbullying, means systematically and chronically inflicting physical hurt or psychological distress on one or more students and may involve:

1. Teasing;
2. Social exclusion;
3. Threat;
4. Intimidation;
5. Stalking;
6. Physical violence;
7. Theft;
8. Sexual, religious, or racial harassment;
9. Public or private humiliation; or
10. Destruction of property.

"Cyberbullying" means bullying through the use of technology or any electronic communication, which includes, but is not limited to, any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photoelectronic system, or photooptical system, including, but not limited to, electronic mail, Internet communications, instant messages, or facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person, or the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in the definition of bullying. Cyberbullying also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.

Chemical dispensing device is a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being.

Club is an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death, including but not limited to a blackjack, nighstick, mace, and tomahawk.

Controlled substances or dangerous drugs

Mind-altering or mood-altering drugs, including but not limited to marijuana, cocaine, heroin, various pills, etc. Possession, use, sale, and/or distribution of controlled substances will result in corrective strategies at school and may lead to arrest and criminal penalties.

* Chapter 893, Florida Statutes (Drug Abuse Prevention and Control) provides a more extensive list of controlled substances.

Criminal street gang means three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Dating violence means violence between individuals who have or have had a continuing and significant relationship of a romantic or intimate nature. The existence of such a relationship shall be determined based on the consideration of the following factors:

1. A dating relationship must have existed within the past 6 months;
2. The nature of the relationship must have been characterized by the expectation of affection or sexual involvement between the parties; and
3. The frequency and type of interaction between the persons involved in the relationship must have included that the persons have been involved over time and on a continuous basis during the course of the relationship.

The term does not include violence in a casual acquaintanceship or violence between individuals who only have engaged in ordinary fraternization in a business or social context.

Deadly conduct occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, and includes but is not limited to knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Discretionary means that something is left to or regulated by a local decision maker.

E-Cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term does not include a prescription medical device unrelated to the cessation of smoking.

Destructive Device is any bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing an explosive, incendiary, or poison gas and includes any frangible container filled with an explosive, incendiary, explosive gas, or

expanding gas, which is designed or so constructed as to explode by such filler and is capable of causing bodily harm or property damage; any combination of parts either designed or intended for use in converting any device into a destructive device and from which a destructive device may be readily assembled; any device declared a destructive device by the Bureau of Alcohol, Tobacco, and Firearms; any type of weapon which will, is designed to, or may readily be converted to expel a projectile by the action of any explosive and which has a barrel with a bore of one-half inch or more in diameter; and ammunition for such destructive devices, but not including shotgun shells or any other ammunition designed for use in a firearm other than a destructive device.

False Alarm or Report is any action that causes people to believe that the school is under a serious threat, including but not limited to explosives and weapons of mass destruction.

Sections 790.162 and 790.163, F.S. (Weapons and Firearms), further define the making of a false threat or report.

Making a false report requires mandatory expulsion not less than one year and may lead to arrest and criminal penalties.

Firearm silencer means any device designed, made, or adapted to muffle the report of a firearm.

Graffiti means making marks with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Harassment is: any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct directed against a student or school employee that:

1. Places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property;
2. Has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
3. Has the effect of substantially disrupting the orderly operation of a school.

Hazing is any action or situation that endangers the mental or physical health or safety of a student at a school with any of grades 6 through 12 for purposes of initiation or admission into or affiliation with any school-sanctioned organization. "Hazing" includes, but is not limited to: pressuring, coercing, or forcing a student to participate in illegal or dangerous behavior, or any brutality of physical nature, such as whipping, beating, or exposure to elements.

Hit list is a list of people targeted to be harmed, using physical force of any kind or a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Indecent Exposure means exposing any portion of one's anus or genitals with intent to arouse or gratify the sexual desire of any person while being reckless about whether another is present who will be offended or alarmed by the act.

Intimate Visual Material means visual material that depicts a person (a) with the person's intimate parts exposed, or (b) engaged in sexual conduct.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Machine gun is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Online Impersonation occurs when a person, without obtaining the consent of another person and with the intent to harm, defraud, intimidate, or threaten any persons, uses the name or persona of another person to:

- Create a web page on a commercial social networking site or other Internet website; or
- Post or send one or more messages on or through a commercial social networking site or other Internet website, other than on or through an electronic mail program or message board program.

Online impersonation also occurs when a person sends an electronic mail, instant message, text message, or similar communication that reference a name, domain address, phone number, or other item of identifying information belonging to any person:

- Without obtaining the other person's consent;
- With the intent to cause a recipient of the communication to reasonably believe that the other person authorized or transmitted the communication; and
- With the intent to harm or defraud any person.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body. It also includes equipment, products, or materials used or intended for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, or concealing a controlled substance.

Possession means to have an item on one's person or in one's personal property, including but not limited to clothing, purse, or backpack; a private vehicle used for transportation to or from school or school-related activities, including but not limited to an automobile, truck, motorcycle, or bicycle; or any other school property used by the student, including but not limited to a locker or desk.

Prohibited Weapon means an explosive weapon; a machine gun; a short-barrel firearm; a firearm silencer; knuckles; armor-piercing ammunition; a chemical dispensing device; a zip gun; or a tire deflation device.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student.

Reasonable belief is a determination made by the superintendent or designee using all available information

Self-defense is the use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself.

Short-barrel firearm is a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Switchblade Knife is any knife with a blade that folds, closes, or retracts into the handle or sheath and that opens automatically by pressing a button or by the force of gravity or by the application of centrifugal force. The term does not include a knife that has a spring, detent, or other mechanism designed to create a bias toward closure and that requires exertion applied to the blade by hand, wrist, or arm to overcome the bias toward closure and open the knife.

"Threat of Terrorism" means means communication, whether oral, visual, or written, including but not limited to electronic mail, letters, notes, social media posts, text messages, blogs, or posts on any social networking website, of any crime of violence that would reasonably cause any student, teacher, principal, or school employee to be in

sustained fear for his safety, cause the evacuation of a building, or cause other serious disruption to the operation of a school.

“Threat of Violence” means communication, whether oral, visual, or written, including but not limited to electronic mail, letters, notes, social media posts, text messages, blogs, or posts on any social networking website, of any intent to kill, maim, or cause great bodily harm to a student, teacher, principal, or school employee on school property or at any school function.

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person’s physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student “under the influence” need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one’s body, by any means, a prohibited substance.

Zip gun is a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

INFORMATION FOR PARENTS AND IMPORTANT NOTICES

Accommodations for Children of Military Families

Children of military families will be provided flexibility regarding certain school requirements, including:

- Immunization requirements;
- Grade level, course, or educational program placement;
- Eligibility requirements for participating in extracurricular activities; and
- Graduation requirements.

In addition, absences related to a student visiting with his or her parent, including a stepparent or legal guardian, who has been called to active duty for, is on leave from, or is returning from a deployment of at least four months will be excused by IDEA. IDEA will permit no more than five excused absences per year for this purpose. For the absence to be excused, the absence must occur no earlier than the 60th day before deployment or no later than the 30th day after the parent’s return from deployment.

Student or Parent Complaints and Concerns

IDEA values the opinions of its students and parents, and the public it serves. Parents and students have the right to express their views through appropriate informal and formal processes. The purpose of this grievance policy is to resolve conflicts in an efficient, expeditious, and just manner.

The Board of Directors encourages parents to discuss their concerns and complaints through informal meetings with the principal. Concerns and complaints should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Neither the Board of Directors nor any IDEA employee shall unlawfully retaliate against a parent or student for voicing a concern or complaint.

The Superintendent or designee shall ensure that IDEA's complaint and grievance procedures are provided to all parents and students. The complaint procedure will provide for any complaint or grievance to ultimately be considered or heard by the Board of Directors in accordance with Commissioner of Education rules.

For purposes of this policy, "days" shall mean calendar days and announcement of a decision in the student's or parent's presence shall constitute communication of the decision.

Informal Conferences

A parent or student may request an informal conference with the principal, teacher, or other campus administrator within seven school days of the time the parent or student knew or should have known of the event(s) giving rise to the complaint. If the person is not satisfied with the results of the informal conference, he or she may submit a written grievance form to the principal. Grievance forms may be obtained from the principal's office.

Formal Grievance Process

The formal grievance process provides all persons with an opportunity to be heard up to the Board of Directors if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, a person can bring concerns or complaints to the Board of Directors, as outlined below.

A grievance must specify the harm alleged by the parent and/or student, and the remedy sought. A parent or student should not submit separate or serial grievances regarding the same event or action. Multiple grievances may be consolidated at the school's discretion. All time limits shall be strictly complied with; however, if an administrator determines that additional time is needed to complete a thorough investigation of the complaint and/or to issue a response, the administrator shall inform the parent or student in writing of the need to extend the response time and provide a specific date by which the response will be issued. Costs of any grievance shall be paid by the grievant.

Level One – Principal Review

A parent or student shall submit a written Level One Grievance Form to the principal or designee within the later of (1) seven days from the time the event(s) causing the complaint were or should have been known, or (2) within five days following an informal conference with the principal. IDEA reserves the right to require the grievant to begin the grievance process at Level Two.

The principal or designee will meet with the complaining parent or student within seven days of receipt of the complaint. Following the conference, the principal or designee shall have seven days to respond in writing.

Note: A complaint against the Superintendent shall begin at Level Three.

Level Two – Superintendent Review

If the student or parent is not satisfied with the Level One decision, or if no decision is provided, the student or parent may appeal the Level One decision to the Superintendent or designee by filing written notice on a form provided by the school. The request must be filed within seven days of the Level One decision or the response deadline if no decision is made. The appeal must include a signed statement of the complaint, any evidence supporting the complaint, and a copy of the written complaint to the principal and a copy of the Level One Decision, if issued. The appeal shall not include any new issues or complaints unrelated to the original complaint. The Superintendent or designee will hold a conference within seven days of receiving the appeal, and issue a written decision within seven days following the conference.

Level Three

If the student or parent is not satisfied with the Level Two decision, or if no timely decision is provided, the student or parent may submit to the Superintendent or designee in writing a request for a hearing before the IDEA Public Schools Florida Board of Directors. The request must be filed within seven days of the Level Three decision or the response deadline if no decision is made. The student or parent shall be informed of the date, time, and place of the hearing.

The Board of Directors shall hear the student or parent complaint, and may set a reasonable time limit for presenting the complaint. Only written documentation and issues previously submitted and presented by the student or parent and IDEA will be considered. An audiotape recording of the hearing may be made.

The Board of Directors shall communicate its decision, if any, orally or in writing before or during the next regularly scheduled Board meeting. If no decision is made by the end of the next regularly scheduled Board meeting, the Level Two decision shall be upheld. The Board may not delegate its authority to issue a decision, and any decision by the Board of Directors is final and may not be appealed.

If the complaint involves concerns or charges regarding a student or IDEA employee, it shall be heard by the Superintendent in closed meeting unless the employee to whom the complaint pertains requests that it be heard in public.

Additional Complaint Procedures

This parent and student complaint process does not apply to all complaints:

1. Complaints alleging Prohibited Conduct (discrimination, harassment, retaliation, and similar matters) shall be submitted as described in “Freedom from Discrimination, Harassment, and Retaliation” in this Handbook.
2. Formal complaints alleging sexual harassment shall be submitted as described in “Freedom from Sexual Harassment” in this Handbook.
3. Complaints concerning bullying or retaliation related to bullying shall be submitted as described in “Freedom from Bullying” in this Handbook.
4. Complaints concerning the identification, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted as described in “Student or Parent Complaints and Concerns” above, except that the deadline for filing an initial Level One grievance shall be 30 calendar days and the procedural safeguards handbook.
5. Complaints concerning the identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act shall be submitted in accordance with applicable Board policy and the procedural safeguards provided to parents of all students referred to exceptional student education.
6. Complaints regarding the Free and Reduced-Price Meal Program. In accordance with federal law and U.S. Department of Agriculture policy, the school is prohibited from discriminating on the basis of race, color, religious creed, sex, political beliefs, age, disability, national origin, or limited English proficiency. (Not all bases apply to all programs.) Reprisal is prohibited based on prior civil rights activity. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, which is available online at the following website: http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339, or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

[Notice of Rights Under the Protection of Pupil Rights Amendment \(PPRA\)](#)

The Protection of Pupil Rights Amendment (“PPRA”) requires that students may not be required to participate in certain surveys, analyses, or evaluations – funded in whole or in part by the U.S. Department of Education – that concern:

1. Critical appraisals of individuals with whom the student has close family relationship;
2. Illegal, antisocial, self-incriminating or demeaning behavior;
3. Income, except when the information is required by law and will be used to determine the student’s eligibility to participate in a special program or to receive financial assistance under such a program.
4. Mental or psychological problems of the student or the student’s family;
5. Political affiliations or beliefs of the student or the student’s parent(s);
6. Relationships privileged under law, such as relationships with lawyers, physicians and ministers;
7. Religious practices, affiliations, or beliefs of the student or parents; or
8. Sexual behavior or attitudes.

Parents may inspect the survey or other instrument and any corresponding instructional materials used in connection with such a survey, analysis, or evaluation.

The PPRA also gives parents the right to receive notice of and deny permission for their student’s participation in:

1. Any survey concerning the private information listed above, regardless of funding;
2. School activities involving the collection, disclosure, or use of personal information gathered from their student for the purpose of marketing or selling that information;
3. A non-emergency, invasive physical examination, or screening required as a condition of attendance, administered and scheduled by the school in advance and not necessary to protect the immediate health and safety of the student (exceptions are hearing, vision, or scoliosis screenings, or any physical exam of screening permitted or required under state law.)

Notice of Parent and Student Rights (Annual FERPA Confidentiality Notice)

The Family Educational Rights and Privacy Act (“FERPA”) affords parents and students who are 18 years of age or older (“eligible students”) certain rights with respect to the student’s educational records. These rights are:

1. The right to inspect and review the student’s education record within 45 days after the day IDEA receives a request for access. Parents or eligible students who wish to inspect their child’s or their education records should submit to the Principal a written request that identifies the records they wish to inspect. The Principal or designee will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA. Parents or eligible students who wish to ask IDEA to amend their child’s or their education record should write the Principal, clearly identify the part of the record they want changed, and specify why it should be changed. If IDEA decides not to amend the record as requested by the parent or eligible student, IDEA will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to provide written consent before IDEA discloses personally identifiable information (PII) from the student’s education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A “school official” is:
 - A person employed by IDEA as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel);
 - A person serving on the Board of Directors;

- A volunteer, contractor, or consultant who, while not employed by IDEA, performs an institutional service or function for which IDEA would otherwise use its own employees and who is under the direct control of IDEA with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist;
- A parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or
- A parent, student, or other volunteer assisting another school official in performing his or her tasks.

A school official typically has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, IDEA discloses education records without consent to officials of another school or school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by IDEA to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Student Privacy Policy Office

U.S. Department of Education

400 Maryland Avenue, SW

Washington, DC 20202

Directory Information Notice

FERPA, a federal law, requires that IDEA, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, IDEA may disclose appropriately designated "directory information" without written consent, unless you have advised IDEA to the contrary in accordance with IDEA's procedures.

IDEA has designated three forms of directory information: (1) disclosure for school-related purposes; (2) disclosure to military or college recruiters; and (3) limited disclosure to law enforcement authorities.

Directory Information for School-Related Purposes

IDEA has designated the following categories of information as directory information for the purpose of disclosure for school-related purposes:

- Student name;
- Date and place of birth;
- Major field of study;
- Degrees, honors, and awards received;
- Dates of attendance;
- Grade level;
- Most recent educational institution attended;

- Participation in officially recognized activities and sports;
- Photographs (including video images) and
- Weight and height of members of athletic teams.

School-related purposes are those events/activities that IDEA conducts and/or sponsors to support the school's educational mission. Examples include, but are not limited to:

- Extracurricular programs or events (e.g., playbills or programs for events such as school plays, concerts, athletic events, graduation ceremony, etc.).
- Publications (e.g., printing student names and pictures in newsletters and yearbook, etc.), including sharing directory information with companies who have a contractual relationship with IDEA, such as companies that manufacture class rings or publish yearbooks.
- Honor roll and other student recognition lists.
- Sharing directory information with companies who have a contractual relationship with IDEA and who perform services on IDEA's behalf.
- Marketing materials of IDEA (e.g., using directory information for print media, website or social media accounts operated by IDEA, videos, newspaper articles, etc.).

Directory Information Supplied to Military and College Recruiters (Secondary Students Only)

Two federal laws require IDEA to provide military recruiters or an institution of higher education, upon request, with access to the name, address, and telephone listing of each secondary student served by IDEA, unless parents have advised IDEA that they do not want their student's information disclosed without their prior written consent.

Directory Information Supplied to Law Enforcement Officials and Authorities

IDEA has designated the following categories of information as directory information for purposes of responding to requests for general student information made by law enforcement officials and authorities:

- Student's name, address, and telephone number.

Guidelines for Release of Directory Information

IDEA shall not release directory information except for the purposes indicated above, namely, disclosure relating to school-related purposes; for the purpose of disclosure to military recruiters and institutions of higher education for secondary students; and for the purposes of disclosure upon request by law enforcement officials and authorities.

A PARENT OR ELIGIBLE STUDENT MAY OPT OUT OF THE RELEASE OF DIRECTORY INFORMATION FOR ANY OR ALL OF THESE DESIGNATED PURPOSES BY SUBMITTING A WRITTEN OBJECTION TO THE SCHOOL OFFICE WITHIN 15 DAYS AFTER RECEIVING THIS "NOTICE OF PARENT AND STUDENT RIGHTS (ANNUAL FERPA CONFIDENTIALITY NOTICE)."

Disclosure of PII without Consent

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires IDEA to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures.

IDEA may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student:

- To other school officials, including teachers, within the educational agency or institution IDEA has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom IDEA has outsourced institutional services or functions, provided that the conditions listed in the FERPA regulations are met.
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of the FERPA regulations.
- To authorized representatives of the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the Florida Department of Education. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf, if applicable requirements are met.
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid.
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to the FERPA regulations.
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met.
- To accrediting organizations to carry out their accrediting functions.
- To parents of an eligible student if the student is a dependent for IRS tax purposes.
- To comply with a judicial order or lawfully issued subpoena if applicable requirements are met.
- To appropriate officials in connection with a health or safety emergency, subject to the FERPA regulations.
- Information IDEA has designated as "directory information" if applicable requirements under the FERPA regulations are met.
- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement.
- To the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions.

STUDENT ACCEPTABLE USE POLICY

The purpose of this document is to set forth the policies governing the use of all IDEA technology resources by students while on or near school property, in school vehicles, and at school-sponsored activities on- or off-campus, as well as the use of all IDEA technology resources via off-campus remote access.

IDEA reserves the right to modify the terms and conditions of this policy at any time.

Introduction

IDEA is pleased to offer students access to school computers, communications systems,¹ the Internet and a wide array of other technology resources to promote educational excellence and enhance the classroom experience. Technology can expand a student's access to educational materials, prepare students by providing workforce skills and college readiness, and lead to personal growth. IDEA recognizes, however, that access to technology must be given with clear guidelines, expectations, and supervision to protect students. This policy is designed to make parents, teachers, and administrators partners to teach students how to be responsible users of technology.

IDEA will educate all students about appropriate online behavior, including interacting with others when using electronic mail, while on social networking websites and/or chat rooms, and cyberbullying awareness and response.

IDEA will hold ALL students responsible for their use of technology, whether IDEA-provided or personal, and they are expected to act in an appropriate manner in accordance with campus procedures, IDEA policy and procedures, and legal requirements. This applies to the use of all IDEA technology resources by students while on or near school property, in school vehicles, and at school-sponsored activities on or off-campus, as well as the use of all IDEA technology resources via off-campus remote access.

This policy shall be used in conjunction with the Student Code of Conduct.

Using the Internet and Communications Systems

IDEA provides technology resources to students for the express purposes of conducting research, completing assignments, and communicating to the faculty, staff, and others to complement their educational experience. Just as students must demonstrate proper behavior in a classroom or school hallway, they must also behave appropriately when using any IDEA computer networks, personal electronic devices, personal device data plans, software or websites sanctioned or used by IDEA, and any personal technology used in an educational setting. Access to IDEA's technology is a privilege, not a right. Students must comply with all IDEA standards set forth in this policy at all times in order to maintain the privilege of using its technology resources.

Students and their parents are advised that any information stored on and/or sent through IDEA's technology resources is the property of IDEA. Accordingly, in connection with ensuring student safety, IDEA network administrators and/or other appropriate personnel will engage in periodic reviews and searches of stored files and communications stored on IDEA technology resources to maintain system integrity and ensure that students are complying with this policy and using technology in a responsible and appropriate manner. Such reviews will include students' use of IDEA-approved educational websites or software to ensure that they are using it in an appropriate manner consistent with IDEA's expectations for such use. Students do not have a reasonable expectation of privacy over any information stored on IDEA technology.

¹ "Communication Systems" include educational-related communications between and among IDEA and students by email, web sites, cell phones, pagers, text messaging, instant messaging, blogging, podcasting, listservs, and/or other emerging technologies.

IDEA may allow students to bring personal technology devices (i.e., tablets, e-readers, smartphones) for use during the school day for authorized curricular purposes. Students that use personal technology devices will be required to comply with all aspects of the Student Acceptable Use Policy and/or Student Code of Conduct in the use of such devices at school. A student's personal technology device may be subject to search by campus administrators in connection with determining if a student has committed a violation of this policy and/or the Student Code of Conduct.

IDEA remains committed to integrating technology to enhance its curriculum for students, which it believes increases students' educational experience for them and allows for better preparation for job skills and college success. Access to the Internet enables students to use extensive online libraries, databases, and websites selected by IDEA for use in instruction.

Although IDEA strives to ensure that any Internet access avoids any inappropriate material, students and their families should be aware that some material accessible on the Internet may contain information that is inaccurate, profane, sexually oriented, defamatory and potentially offensive to some. IDEA does not condone any student accessing, or attempting to access, such material, and it remains deeply committed to safe Internet use. IDEA takes steps to minimize students' opportunities to do so, including the implementation of technology prevention measures, such as extensive content-filtering software, to restrict access to inappropriate content such as those that are illegal, obscene, or harmful to minors. This software is not fail-safe, however, and while at school IDEA strives to ensure that students' Internet use is supervised, it is possible that the software may miss some content, or students may find a way around the software to access inappropriate material. For this reason, this policy is strictly enforced, and students who misuse any IDEA technology outside its intended purpose, including the use of IDEA-recommended websites for purposes outside the educational intent, will be in violation of this policy, which may lead to disciplinary consequences for the student.

With this in mind, IDEA still believes that the benefits of allowing student access to the Internet to enhance the educational experience outweighs any potential harm to students.

Proper and Acceptable Use of All Technology Resources

IDEA requires students to use all technology resources, including any websites or software used in the classroom, in a manner consistent with the following rules. IDEA will hold students responsible for any intentional misuse of its technology resources, or any other failure to comply with the rules in this policy. When using IDEA technology systems outside the school, parents should strive to ensure that students do so in compliance with the rules set forth in this policy, as IDEA is unable to supervise students' technology use at home. IDEA's content-filtering software will not work in a student's home, so parents are encouraged to place content-filtering software on their home computers or take any other steps necessary to monitor students' Internet usage at home.

Students who unintentionally access inappropriate material in connection with their use of any IDEA technology, including websites and software used in the classroom, shall immediately stop accessing the material and report it to a supervising adult. IDEA shall take immediate steps to ensure such material is blocked from further view at school by its content-filtering software.

All IDEA technology resources, including but not limited to IDEA computers, communications systems and the Internet, including any websites or software used in the classroom, must be used in support of education and academic research and in accordance with the rules set forth in this policy.

Activities that are permitted and encouraged include the following:

- School work and assignments;
- Original creation and presentation of academic work;
- Research on topics being discussed in classes at school;
- Research for opportunities outside of school related to community service, employment, or further education;
- Reporting inappropriate content or harassing conduct to an adult.

Activities that are barred and subject to potential disciplinary action and loss of privileges, whether on an IDEA-provided or personal electronic device, include the following:

- Using IDEA or personal technology during the administration of state standardized testing, End of Course, and or final examinations unless expressly allowed to do so by a teacher;
- Using technology for plagiarism or otherwise representing the work of others as the student's own;
- Presenting any copyrighted, registered, or trademarked work as that of the student;
- Using obscene or profane language on any IDEA technology resource, to include posting such language on any website or software used by IDEA;
- Engaging in abusive, harassing, insulting, ostracizing, intimidating, or any other online conduct which could be considered bullying and/or damaging to another's reputation while using any IDEA technology resource, to include the use of any website or software used by IDEA;
- Using any IDEA technology resource to take, disseminate, transfer, or share obscene, sexually oriented, lewd, or otherwise illegal images or other content;
- Searching, viewing, communicating, publishing, downloading, storing, or retrieving any inappropriate or offensive material, including but not limited to obscene, profane, vulgar, or pornographic materials, or any material that is not related to the permitted activities set forth above;
- Using a website or software program implemented by IDEA in a manner outside the scope of the use specified by the classroom teacher, coach, or administrator;
- Engaging in any conduct that damages or modifies, or is intended to damage or modify, any IDEA equipment, network, stored computer file, or software, to include any conduct that results in a person's time to take any corrective action;
- Intentional or neglectful transmission or direct placement of computer viruses or other unauthorized programs onto IDEA equipment, networks, stored computer files, or software;
- Attempting unauthorized access, or "hacking," of IDEA computers or networks, or any attempts to bypass Internet content-filtering software used by IDEA;
- Using USB, bootable CDs, or other devices to alter the function of any IDEA technology equipment, network or software;
- Sharing online any personal information of another student or staff member, including name, home address, or phone number;
- Using any IDEA technology for games, role-playing multi-user environments, gambling, junk mail, chain mail, jokes, or fundraising activities without prior approval by a classroom teacher or administrator;
- Participating in online chat rooms or using instant and/or text messaging without prior approval by a classroom teacher, coach, or administrator;
- Using any IDEA technology resources for any commercial and/or for-profit purpose, to include personal financial gain or fraud;
- Refusing to submit to a search of a personal electronic device in accordance with the Student Acceptable Use policy and Student Code of Conduct;
- Using any IDEA technology resource to engage in any activity that violates any IDEA Board Policy, the Student Code of Conduct, campus rule, local, state, and/or federal law.

Students shall immediately report any violations of this policy to a classroom teacher or administrator. If any student or parent has any question about whether any activity may be a violation of this policy, they should ask a classroom teacher or the Principal.

Inappropriate Use of Technology Resources

Activities that are barred and subject to potential disciplinary action and loss of privileges, whether on an IDEA-provided or personal electronic device, include the following:

- Attempting unauthorized access, or “hacking,” of IDEA computers or networks, or any attempts to bypass Internet content-filtering software used by IDEA.
- Causing congestion on the network or interfering with the work of others, e.g., chain letters, jokes, or pictures to lists or individuals.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the student is not an intended recipient or logging into a server or account that the student is not expressly authorized to access. For purposes of the section, “disruption” includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, forged routing information for malicious purpose, and any other form of network monitoring designed to intercept data not intended for the student’s host.
- Engaging in abusive, harassing, insulting, ostracizing, intimidating, or any other online conduct which could be considered bullying and/or damaging to another’s reputation while using any IDEA technology resource, to include the use of any website or software used by IDEA.
- Engaging in any conduct potentially constituting “cyberbullying,” which means bullying done through the use of any electronic communication device, including the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool. Examples of cyberbullying include, but are not limited to:
 - Creating a social networking site or web page that masquerades as another person’s personal site and using it to embarrass the other person.
 - Making it appear that a person is posting malicious comments about friend to isolate the person from his or her friends.
 - Posting a person’s personally identifiable information on a site to put the person at greater risk of contact by predators or strangers.
 - Posting abusive comments on someone’s social networking site.
 - Recording and distributing media with the intent to manipulate or embarrass others.
 - Sending abusive comments while playing interactive games.
 - Sending abusive text messages to cell phones, computers, or Internet-connected game consoles.
 - Sending, posting, or sharing negative, harmful, false, or mean content about someone else.
 - Sending, posting, or sharing statements encouraging another person to commit self-harm.
- Engaging in any conduct that damages or modifies, or is intended to damage or modify, any IDEA equipment, network, stored computer file, or software, to include any conduct that results in a person’s time to take any corrective action.
- Engaging in sexual harassment or using language of a sexual or otherwise objectionable nature (e.g., racist, terroristic, abusive, threatening, demeaning, slanderous) in public or private messages.
- Exporting software, technical information, encryption software or technology in violation of international or regional export control logs.
- Intentional or neglectful transmission or direct placement of computer viruses or other unauthorized programs onto IDEA equipment, networks, stored computer files, or software.
- Interfering with or denying service to any other user and/or the host service (for example, denial of service attack).
- Participating in online chat rooms or using instant and/or text messaging without prior approval by a classroom teacher, coach, or administrator.
- Port scanning or security scanning.
- Presenting any copyrighted, registered, or trademarked work as that of the student.
- Refusing to submit to a search of a personal electronic device in accordance with the Student Acceptable

Use policy and Student Code of Conduct.

- Revealing an account password to others or allowing use of an account(s) by others. This includes family and other household members when work is being done at home.
- Searching, viewing, communicating, publishing, downloading, storing, or retrieving any inappropriate or offensive material, including but not limited to obscene, profane, vulgar, or pornographic materials, or any material that is not related to the permitted activities set forth above.
- Sharing online any personal information of another student or staff member, including name, home address, or phone number.
- Taking, disseminating, transferring, or sharing obscene, sexually oriented, lewd, or otherwise illegal images or other content, commonly referred to as “sexting.”
- Tampering with, removing components from, or otherwise deliberately interfering with the operation of IDEA’s computers, networks, printers, user files, or other associate peripherals.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which IDEA or the end user does not have an active license.
- Using a website or software program implemented by IDEA in a manner outside the scope of the use specified by the classroom teacher, coach, or administrator.
- Using any IDEA technology for games, role-playing multi-user environments, gambling, junk mail, chain mail, jokes, or fundraising activities without prior approval by a classroom teacher or administrator.
- Using any IDEA technology resource to engage in any activity that violates any IDEA Board Policy, the Student Code of Conduct, campus rule, local, state, and/or federal law.
- Using any IDEA technology resource to take, disseminate, transfer, or share obscene, sexually oriented, lewd, or otherwise illegal images or other content.
- Using any IDEA technology resources for any commercial and/or for-profit purpose, to include personal financial gain or fraud.
- Using IDEA or personal technology during the administration of state standardized testing, End of Course, and or final examinations unless expressly allowed to do so by a teacher.
- Using obscene or profane language on any IDEA technology resource, to include posting such language on any website or software used by IDEA.
- Using technology for plagiarism or otherwise representing the work of others as the student’s own.
- Using USB, bootable CDs, or other devices to alter the function of any IDEA technology equipment, network or software.
- Vandalizing, tampering, or accessing without permission the equipment, programs, files, software, system performance, or other technology belonging to Life School or someone other than the student.
- Violating the rights of any person or company protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations, including, but not limited to, any downloading, installation, or distribution of “pirated” or other software products.

Students shall immediately report any violations of this policy to a classroom teacher or administrator. If any student or parent has any question about whether any activity may be a violation of this policy, they should ask a classroom teacher or the Principal.

Personal Electronic Devices

Personal wireless and mobile devices may be provided filtered access to the Internet as well as access to any web-based student applications (e.g., Discovery Education Streaming, Moodle) that would normally be accessible to students from home. IDEA is not responsible for the loss or theft of any personal electronic devices, or for damage, or unauthorized access to the device nor the data that resides therein. Students and parents assume any and all risks associated with bringing a personal electronic device to a campus or school-related event. In addition:

- All students with personal electronic devices being used for instructional or other school business must use IDEA's wireless network, which is filtered according to federal guidelines for Internet access in public schools.
- If a student uses a personal electronic device in an inappropriate manner, he or she will lose their privilege of bringing a personal device to school. Additional consequences may be imposed based on the Policy and the Student Code of Conduct, as well as any campus-based consequences for violating the usage rules for personal electronic devices.
- Personal electronic communications such as e-mail, instant messaging, chat, blogs, etc., are prohibited at school unless the teacher and/or administrator has approved the use of an application for educational purposes.
- Personal electronic devices are never to be plugged into the wired network (i.e., computers, wall jacks, other school equipment, etc.).
- School officials may power on and search a student's device if there is a reasonable cause to believe that the device has been used in the transmission or reception of communications prohibited by law, policy, or regulation and if a student and parent have signed a form authorizing the student to possess the device at school.
- Sound on personal wireless and mobile devices must be turned off when it is being used as part of a class.
- Student selection of appropriate, tasteful screensavers and wallpaper is expected.
- Teachers will establish standards for personal electronic devices used in their respective classrooms; however, it is IDEA's policy that students are not allowed to access the Internet unless supervised by a teacher or staff member.
- The student must take full responsibility for configuring and maintaining their personal electronic devices. IDEA will not provide technical support for these devices.
- When personal electronic devices are not in the student's possession, the student must secure them. IDEA will not store, nor will it accept responsibility for storing, any student's personal electronic device on school grounds. Personal electronic devices must go home with students daily.

Privacy and Security

Students are expected to use IDEA technology resources responsibly and in a safe and secure manner, regardless of whether such technology is accessed using an IDEA-issued or personal electronic device. Students shall not share their individual logins, passwords, or access to IDEA technology with others without the prior approval of a classroom teacher or administrator. Students shall sign off or log off all IDEA equipment, software, or Internet sites once they are done with their session in order to protect the integrity of their logins, passwords, or access.

Limitations of Liability

IDEA makes no warranties of any kind, whether express or implied, for the technology resources it provides to students through IDEA-provided and/or a student's personal electronic device. IDEA is not responsible for any damages that a student may sustain, including those arising from non-delivery of information, erroneous delivery of information, service interruptions, unauthorized use by a student, loss of data, and any potential exposure to inappropriate material from the Internet. Use of any information obtained through the Internet is at the student's own risk, as IDEA makes no representations, and denies responsibility for, the accuracy or quality of the information. In exchange for being allowed to use IDEA technology resources, students and their parents hereby release IDEA, its directors, employees, and representatives from any and all claims for damages that arise from the intentional or neglectful misuse of IDEA's technology resources by the student.

Consequences for Violations of the Policy

Violation of IDEA's policies and procedures concerning acceptable use of technology resources will result in the same disciplinary actions that would result from similar violations in other areas of school policy, including the Student Code of Conduct. Any or all of the following consequences may be enforced if a student violates the terms of this policy:

- Any disciplinary consequence, including suspension or expulsion, as allowed under the Student Code of Conduct and deemed appropriate by IDEA.
- Denial, revocation, or suspension of a user's access to IDEA's technology resources, with or without cause or notice.
- Referral to law enforcement authorities.
- Termination of a system user account.

Violations of law may also result in referral to law enforcement authorities, as well as disciplinary action by IDEA. IDEA will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the school's computer systems and networks.

REQUIRED FORMS

Remainder of Page Intentionally Left Blank

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

Directory Information Opt Out Form

“Directory Information” means information contained in an educational record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. The law permits IDEA Public Schools to designate certain personal information as “directory information,” which may be released to anyone who follows the procedures for requesting it as proscribed in school policy.

To prohibit IDEA Public Schools from releasing your student’s directory information, you must circle NO adjacent to the appropriate statement(s) below, sign the form, and return it to your student’s school. **Completion of this form is optional. However, if you do not circle NO or return this form, directory information about your student may be released** in accordance with School policy.

If you have more than one student enrolled, you must complete a separate for each student.

PLEASE CIRCLE YES OR NO

For all students:

YES	NO	I give permission for my student’s directory information to be used for school-related purposes.
YES	NO	I give permission for my student to be videoed, photographed, or interviewed at school by local media or IDEA Public Schools personnel for use in educational purposes.
YES	NO	I give permission for my student’s artwork, projects, photographs, etc. to be used or displayed in any IDEA Public Schools communication devices. Examples include media coverage, printed materials, marketing, and websites.

For secondary students only:

YES	NO	I give permission to release my student’s directory information to institutions of higher education .
YES	NO	I give permission to release my student’s directory information to military recruiters .

PRINT Student’s Full Legal Name

Student’s Date of Birth

PRINT Parent/Guardian Full Legal Name
or Eligible Student Full Legal Name

Parent/Guardian Signature
or Eligible Student Signature

Date

IDEA PUBLIC SCHOOLS

Use of Student Work in School Publications

Occasionally, IDEA Public Schools wishes to display or publish a student's name and photo along with student artwork, photos taken by the student, or other original work on the school's website, a website affiliated or sponsored by the school (such as a classroom website), on social media accounts operated by IDEA Public Schools, and in school publications. IDEA Public Schools agrees to use these student projects in this manner.

Parents: Please circle one of the choices below:

I, parent of _____ (student's name), **(do give)** **(do not give)** IDEA Public Schools permission to use my child's artwork, photos, or other original work in the manner described above.

Parent Signature: _____

Date: _____

IDEA PUBLIC SCHOOLSAcceptable Use Agreement Acknowledgment Form

I have read and agree to abide by the IDEA Public Schools' Student Acceptable Use Policy. I further understand that any violation of this policy may constitute a criminal offense. Should I commit any violation, my Internet and computer access privileges may be revoked, and disciplinary action and/or appropriate legal action may be taken.

Student Name

Student Signature

Date

(If you are under the age of 18 a parent or guardian must also read and sign this agreement.)

As the parent or guardian of this student, I have read the IDEA Public Schools' Student Acceptable Use Agreement. I understand that this access is designed for educational purposes. IDEA Public Schools has taken precautions to eliminate controversial material. However, I also recognize it is impossible for IDEA Public Schools to restrict access to all controversial materials and I will not hold IDEA Public Schools responsible for materials transmitted on the network. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

Parent/Guardian

Date

IDEA PUBLIC SCHOOLS

Electronic Communication Device Commitment Form

Electronic communications at school and at school-related functions are subject to regulation by IDEA Public Schools.

This Electronic Communication Device Commitment Form grants authority and permission to IDEA Public Schools to regulate electronic communication devices when these devices are brought to and/or used while on school property or when attending school related functions and events. Such communication devices include but are not limited to cellular phones, pagers, PDAs, and pocket computers. These regulations are made necessary in light of the unique opportunities these devices create for violations of law, school policies and to perpetrate conduct disruptive of an educational environment essential to the school's educational program. These concerns are exacerbated by electronic security protections and the personal size of these devices, which are often carried concealed in pockets and purses.

Therefore, all students who would possess or use such devices on school property or at school-related activities are required to sign this form together with their parent, guardian or other adult person having the authority of a parent for school purposes.

Each of you, by your signature below, agrees to the following:

- The possession and use of cellular phones, pagers, PDAs and other electronic communication devices by a student on school property or at school-related events is prohibited unless otherwise approved by principal.
- If a student possesses such devices on school property or while attending school-related events, IDEA Public Schools is authorized and has my full consent to confiscate, power on or off, manipulate and do all things necessary to search my device and recover or intercept communications (including but not limited to text messaging) when reasonable suspicion exists that such device has been used to transmit or receive communications in violation of law, the Student Code of Conduct, school policy or regulation.
- I further understand, agree and consent that an electronic communication device used or possessed in violation of law, the Student Code of Conduct, school policy or regulation is subject to confiscation and that IDEA Public Schools is not liable for any loss of or damage to confiscated devices.

SIGNATURE LINES AND DATES

(Signature of student) Date: _____

(Printed name of student)

(Signature of parent/guardian) Date: _____

IDEA PUBLIC SCHOOLS

Food Allergy Notification Form

Dear Parents,

IDEA Public Schools is required by law to request, at the time of enrollment, that the parent or guardian of each student attending an IDEA Public Schools campus discloses the student's food allergies. This form will satisfy this requirement.

This form allows you to disclose whether your child has a food allergy or severe food allergy that you believe should be disclosed in order for IDEA Public Schools to take necessary precautions for your child's safety.

"Severe food allergy" means a dangerous or life-threatening reaction of the human body to a food-borne allergen introduced by inhalation, ingestion, or skin contact that requires immediate medical attention.

Please list any foods to which your child is allergic or severely allergic, as well as the nature of your child's allergic reaction to the food. IDEA Public Schools will contact you for a note from your physician if your child has food allergies. **Your child must have an EpiPen prescribed to help in the event of an emergency.**

Food:	Nature of allergic reaction to the food:

IDEA Public Schools will maintain the confidentiality of this form and the information provided above, and may disclose the information to teachers, school counselors, school social workers, school nurses, and other appropriate school personnel only within the limitations of the Family Educational Rights and Privacy Act ("FERPA") and Board policy. **IDEA Public Schools will maintain this form as part of your child's student record.**

Student Name: _____ Date of Birth: _____

Grade: _____ Parent Work Phone: _____ Home Phone: _____

Parent/Guardian Name: _____ Date: _____

Parent/Guardian Signature: _____

Date form received by IDEA Public Schools: _____

IDEA PUBLIC SCHOOLSPhoto/Videotape Release Form

Throughout the school year, there may be times when IDEA Public Schools staff, the media, or other organizations (with the approval of the Principal), may take photographs of students, audiotape and/or videotape students, or interview students for school-related stories in a way that would individually identify a specific student. Those photographs, audio recordings, and/or videotaped images or interviews may appear in school publications; in school video productions; on the school website; in school advertisements, fundraising, and/or recruitment materials; in the news media; or in other nonprofit, education-related organizations' publications.

In order to release student photos, video footage, comments and/or post on the school website, we need written permission. To give your consent, please complete the form below.

_____ I hereby give permission for IDEA Public Schools to use my child's voice and/or likeness in its publications for the purposes mentioned above. I authorize the use and reproduction by IDEA Public Schools of any and all photographs and/or audio or video recordings taken of my child, without compensation to my child or to me. All photographs and recordings shall be the sole property of IDEA Public Schools. I waive any right to inspect or approve the finished photographs, audio or video recordings, and/or reproduced materials that may be used in conjunction with them. I understand and agree that IDEA Public Schools may use my child's voice and/or likeness in subsequent school years unless I revoke this authorization by notifying the Principal in writing. I further grant unto IDEA Public Schools permission to permit my child to be photographed, audio/videotaped, or interviewed by the news media or other approved organizations for school-related stories or articles. I release IDEA Public Schools and those acting pursuant to its authority from liability for any violation of any personal or proprietary right I may have in connection with the purposes mentioned above.

_____ IDEA Public Schools may not use my child's voice and/or likeness in its publications for the purposes mentioned above. I further decline permission for IDEA Public Schools to permit my child to be photographed, audio/videotaped, or interviewed by the news media or other approved organizations for school-related stories or articles.

Student's Name: _____

Parent's Name: _____

Address: _____

Telephone Number: _____

Parent's Signature: _____ Date: _____

* Students 18 years of age or older may sign this release form for themselves *

Acknowledgement and Approval of Student and Family Handbook
and Student Code of Conduct

My signature below acknowledges that IDEA Public Schools has made its Student and Family Handbook and Student Code of Conduct available to me; that I have been given notice of the rules, responsibilities and consequences outlined in the Student Code of Conduct; that I have been informed that when I or my child is enrolled in IDEA Public Schools, all information herein is applicable to me, my child, and all school staff; and that I have expressed intent to review this Handbook and the Student Code of Conduct contained within and to abide thereby.

Printed Name of Student: _____ Grade: _____

Signature of Student: _____

Signature of Parent: _____

Homeroom Teacher: _____

Date: _____

APPENDIX

IDEA Student Dress Code

We dress for success at IDEA! Uniforms help our students to focus on academics, prevent disruption, avoid safety hazards, provide a socially safe, secure, and stable school climate. The appearance of ALL students reflects the high standards and culture of our school. All information you need regarding uniforms and other important back to school information can be found on the IDEA website.

Monday, Tuesday, Wednesday, and Thursday Uniform

- Khaki, black or navy bottoms (skirts, skorts, capris, shorts, or pants). Joggers or pants with elastic at the cuffs are not permitted. Skirts and shorts must be knee length. Shorts and pants may not be rolled up.
- IDEA logo polo shirt in designated grade-level color and purchased at a store on the uniform guide. Uniform shirts must be tucked in and sleeves may not be rolled up.
- The only sweaters, jackets, and sweatshirts that may be worn inside the classroom must be the official sweaters, jackets, and sweatshirts sold by one of the vendors listed in the uniform guide. All other sweaters, jackets, and sweatshirts may only be worn outside of the school building during cold weather and stored in their backpacks in class.
- During cool/cold weather, students may wear a long-sleeved black or white shirt under their IDEA logo polo shirt. Undershirts and polo shirts must be tucked in. Any undershirts worn must be black or white.
- Black belts must always be worn. Belts are not required for PK and Kinder.
- Footwear: black athletic shoes, must be closed-toe.

Friday Uniform

- Blue jean denim bottom (skirts, skorts, capris, shorts, or pants) with a spirit shirt (IDEA) or college shirt (the name of the college or university must be explicit) may be worn. Blue jean denim bottoms in colors other than blue and/or with holes or tears are not allowed.
- Students may wear their IDEA polo with blue jean denim bottoms. Students may also wear a spirit shirt with their khakis, black or navy bottoms.
- If a student chooses not to wear a spirit or college shirt, they must wear their IDEA logo polo shirt.
- College sweatshirts are allowed, but hoods may not be worn on the head.
- Black belts must always be worn. Belts are not required for PK and Kinder.
- Footwear: Black athletic shoes, must be closed-toe.

Head Coverings

- Head coverings that honor religions and/or culture and hats or head coverings necessitated by a medical issue are permitted.
- All types of hand gloves and headgear (beanies, earmuffs, etc.) may be worn outside of school building during cold weather and stored in their backpacks in class.

**IDEA Florida
Board Action Item
December 16, 2021**

Subject: Resolution and Lease Agreement Between IDEA Florida, Inc. and IPS Enterprises, Inc. for Property in Jacksonville, Florida

Proposed Board Action: For Approval

Executive Summary:

IPS Enterprises, Inc., a Texas nonprofit corporation is seeking to obtain financial arrangements for IDEA Florida, Inc.'s Jacksonville Lennox Lane Campus, located at or about Lennox Avenue and Lane Avenue in the City of Jacksonville, Florida (the "Jacksonville III Financing"). Because IPS Enterprises, Inc. is an established organization with strong financial history, it can obtain optimal financing arrangements. IPS Enterprises, Inc. will own the real estate and obtain debt to acquire, construct, and equip education facilities at the Lennox Lane Campus. The lease revenue in which IDEA Florida, Inc. pays to IPS Enterprises, Inc. pursuant to the Lease Agreement will be used to pay the debt service associated with the financing.

The Lease Agreement is an agreement between IDEA Florida, Inc. and IPS Enterprises, Inc. in which IPS Enterprises, Inc. agrees to provide the facilities and IDEA Florida, Inc. agrees to pay the lease revenues according to the repayment schedules (the repayment schedules are not yet finalized). The Lease Agreement between IDEA Florida, Inc. and IPS Enterprises, Inc. is made pursuant to a senior loan from CLI Capital, a Texas real estate investment trust and a subordinate loan from the Florida Department of Education both loaned to IPS Enterprises, Inc. IDEA Florida, Inc. will be the guarantor of both the senior and subordinate loans. The senior loan and subordinate loan will be issued in an aggregate principal amount not to exceed \$30,000,000, however the final loan amounts and interest rates have not been finalized. The proposed senior loan in the draft loan agreement is in an amount of \$18,000,000, and the anticipated "not to exceed amount" of the subordinate loan is \$9,000,000. While these loan amounts are preliminary and subject to change, the aggregate principal amount of the loans will not exceed \$30,000,000.

Supporting Documentation: IDEA Resolution for Jacksonville Agreement and all associated financing and leasing documents for named property.

Presenter: Jazmine Leon-Wing, VP Of Treasury, IDEA Public Schools

RESOLUTION OF THE BOARD OF DIRECTORS OF IDEA FLORIDA, INC.
AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE
AGREEMENT BETWEEN IDEA FLORIDA, INC. AND IPS ENTERPRISES,
INC. FOR PROPERTY IN JACKSONVILLE, FLORIDA AND AUTHORIZING
CERTAIN OTHER MATTERS RELATED THERETO

I, the undersigned, hereby certify that I am the Secretary of the Board of Directors (“Board”) of IDEA Florida, Inc. (“IDEA”), a non-profit corporation duly organized under the laws of the State of Florida.

I further certify that at a meeting of the Board of Directors of IDEA, duly and legally called and held in accordance with the Articles of Incorporation and Bylaws of IDEA on December 16, 2021, the following Resolution (the “Resolution”) was duly adopted, at which time a quorum of such body was in attendance and voting throughout, and at which such body had authority under the laws of Florida to adopt the Resolution; the Resolution has been duly recorded in said Board's minutes of said meeting; each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place, and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; said meeting was open to the public as required by law, and public notice of the meeting was given as required by law, and the Resolution has not been rescinded, modified, or amended and is in full force and effect on the date hereof:

WHEREAS, IPS Enterprises, Inc., a Texas nonprofit corporation (“IPS”), intends to enter into one or more loan agreements (each, a “Loan Agreement”, and collectively, the “Loan Agreements”) by and among IPS and CLI Capital, a Texas real estate investment trust (the “Senior Lender”), and IPS and the Florida Department of Education (the “Subordinate Lender” and, together with the Senior Lender, the “Lenders”), in an aggregate principal amount not to exceed \$30,000,000 (the “Loan”) for the purpose of (i) acquiring, constructing, equipping, financing, and refinancing educational facilities located at, or about Lennox Avenue and Lane Avenue in the City of Jacksonville, Duval County, Florida being approximately 14.05 acres (the “Jacksonville III Property”) to be leased to IDEA pursuant to a Lease Agreement, or alternatively pursuant to a supplement to that certain Master Lease dated March 1, 2021 (the “Lease”) and (ii) paying certain costs of professional services associated therewith (the “Jacksonville III Project”);

WHEREAS, IDEA is willing to and the Board has determined it is in the best interest of IDEA to enter into certain other assignments, guaranties, agreements, and related documents with the Lenders to facilitate the financing of and leasing of the Jacksonville III Project (the “Jacksonville III Transaction Documents”);

WHEREAS, the Board now desires to enter into the Lease with IPS to facilitate the Jacksonville III Project and to obtain the right to use and occupy the Jacksonville III Property upon completion;

WHEREAS, IDEA is willing to enter into the Lease with IPS on the terms and conditions set forth in the Lease;

WHEREAS, the Board has determined that it is in the best interest of IDEA to enter into the Lease with IPS and now desires to ratify and approve the Jacksonville III Transaction Documents, authorize the execution, delivery, and performance by IDEA of the Lease, and take and authorize certain other actions in connection with the foregoing and the issuance of the Loan Agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF IDEA FLORIDA, INC., as follows:

Section 1. The recitals to this Resolution are hereby approved and incorporated herein for all purposes, including the defined terms contained therein.

Section 2. The Board does hereby approve the form, terms, and provisions of and the execution and delivery of the Lease to be entered into between IDEA and IPS for the Jacksonville III Property; with such changes as the President of the Board, the Chief Executive Officer, the Chief Financial Officer, or their designees (each an “Authorized Officer”) shall approve, such approval to be conclusively evidenced by the execution and delivery thereof by the Authorized Officer.

Section 3. The Board does hereby approve the form, terms, and provisions of and the execution and delivery of the Jacksonville III Transaction Documents; with such changes as an Authorized Officer shall approve, such approval to be conclusively evidenced by the execution and delivery thereof by the Authorized Officer.

Section 4. The Board does hereby authorize each Authorized Officer to take all such actions and approve, execute and deliver all such requests, agreements, instruments, and other documents on behalf of IDEA as he may deem necessary or desirable (as conclusively evidenced by the taking of such action or the execution and delivery of such agreements, instruments or other documents by each Authorized Officer) in connection with the (i) the Loan Agreements, (ii) the Lease, (iii) the Jacksonville III Transaction Documents and certain other related documents and (iv) any extension, amendment, or other modification of the Lease in order to effectuate the further purposes of this Resolution, including without limitation those documents specifically described in this Resolution. All acts of each Authorized Officer authorized and directed herein are reasonably expected to benefit IDEA. Upon execution and delivery, such agreements, instruments, and other documents shall be the valid and binding obligations of IDEA enforceable in accordance with their terms.

Section 5. I further certify that the Board has found that the adoption of the foregoing Resolution is in the best interests of IDEA and that this Resolution is within the power of the Board to pass as provided in the Articles of Incorporation and Bylaws of IDEA.

[Signature page follows]

IN WITNESS WHEREOF, I hereunto subscribe my name on this the 16th day of December, 2021.

Secretary, Board of Directors
IDEA Florida, Inc.

LEASE AGREEMENT

BY AND BETWEEN

IPS ENTERPRISES, INC.

(“LANDLORD”)

AND

IDEA FLORIDA, INC.

(“TENANT”)

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LEASE AGREEMENT

THIS LEASE (the “Lease”) is made as of [], 2022 (the “Effective Date”) between **IPS ENTERPRISES, INC.**, a Texas nonprofit corporation, and its successors and assigns, more fully identified in Section 1.1 as Landlord (the “Landlord”), and **IDEA FLORIDA, INC.**, a Florida non-profit corporation, more fully identified in Section 1.2, as Tenant (the “Tenant”).

RECITALS

Landlord has requested that CLI Capital, a Texas real estate investment trust (the “Senior Lender”) and the Florida Department of Education (the “Subordinate Lender” and, together with the Senior Lender, collectively, the “Lenders”) each issue a loan (the “Loans”) to finance the acquisition, construction, and equipping of educational facilities located in Jacksonville, Florida, as more particularly described in **Exhibit A** hereto (the “Real Property” or “Premises”)

Tenant has determined its need for the Premises and desires to enter into this Lease in order to facilitate the financing of the acquisition, construction and equipping of the Premises by the Landlord, and to obtain the right to use and occupy the Premises;

In consideration of the undertakings of the parties contained herein, upon completion of the Improvements as required herein, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises further described in Sections 1.3 and 2, on the following terms and conditions:

1. Basic Lease Provisions: The Recitals above are incorporated herein as if set forth at length. This Section contains or refers to certain basic provisions of this Lease (the “Basic Lease Provisions”). Other Sections of this Lease explain, define and are to be read in conjunction with the Basic Lease Provisions.

1.1 Landlord: **IPS Enterprises, Inc.**
2115 W. Pike
Weslaco, Texas 78596
Houston, Texas 77099
Attention: Chief Executive Officer
Telephone: (713) 900-7173

1.2 Tenant: **IDEA Florida, Inc.**
4651 Salisbury Road, Suite 418
Jacksonville, Florida 32256
Attention: Chief Financial Officer
Telephone: 850-766-9770

1.3 Premises: (See Section 2):

(a) Use: The Premises may be used and occupied by Tenant as a charter school and related administrative uses (the “School” or the “IDEA”

[Lennox Lane] Campus”), in compliance with all laws and restrictive covenants applicable to the Premises.

1.4 Term:

- (a) Primary Term (See Section 3.1): [five (5) years], from and after the Tenant Possession Date set forth in Section 1.7 below (plus any partial month in which the Tenant Possession Date occurs).
- (b) Tenant Options to Extend (See Section 3.2 and **Exhibit “E”**):
 - (i) Extension Terms: two (2) consecutive five (5) year renewal options beyond the expiration of the Primary Term.
 - (ii) Tenant Exercise Date(s): At least six (6) months but no more than fifteen (15) months prior to the expiration of the Primary Term or an Extension Term (each as defined herein), as applicable, as more particularly set forth in **Exhibit “E”**.
- (c) Purchase Option (See Section 2.4). Any time during the Lease Term upon written notice to the Landlord at a price equal to an amount that will be sufficient on the Purchase Option Closing Date to pay the then-outstanding principal of the promissory notes executed in connection with the Loan and the Subordinate Loan (the “Purchase Price”).

1.5 Base Rent:

- (a) Primary Term (See Section 3): During the Lease Term, Tenant covenants and agrees to pay to Landlord base rent in equal monthly installments according to Schedule I attached hereto, as may be updated from time to time as draws are made from or pre-payments are made on the Senior Loan (“Base Rent”).
- (b) Option(s) to Extend Rent (See Section 3.2): Base Rent during each Extension Term shall be as set forth in **Exhibit “E”**.

1.6 Rent Commencement Date: (See Section 4): The first day of the first (1st) month of the Primary Term.

1.7 Tenant Possession Date: (See Section 6): The date of Landlord’s Substantial Completion of the Landlord Improvements Work to be constructed in accordance with Section 7 of this Lease, which shall in no event occur later than [____], subject to Force Majeure Delay.

1.8 Tenant’s Insurance: (See Section 12):

- (a) Type of Coverage and Amount:
 - (i) CGL (combined Bodily Injury and Property Damage): \$1,000,000
 - (ii) Umbrella Excess Liability: \$2,000,000
 - (iii) Workers' Compensation: Statutory Limits
 - (iv) Property - Full Replacement Cost Property Insurance with respect to the Improvements
- (b) Insuring Party: Tenant

2. **Premises:** During the Lease Term (as defined in Section 2.3), Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, for the Lease Term, at the rental, and upon all of the terms, covenants, and conditions set forth in this Lease. Specifically, Tenant shall have the exclusive use of the Improvements.

2.1 **Primary Term:** The primary Lease Term shall be for the period specified in Section 1.4 (the "Primary Term") unless this Lease shall be earlier terminated as hereinafter provided.

2.2 **Extension Terms:** Tenant shall have the right and option to extend the Primary Term for extension terms as set forth in Section 1.4 (the "Extension Terms"), upon the same terms and conditions of this Lease, except as otherwise provided in Exhibit "E". Tenant shall deliver to Landlord notice of its election so to extend the Primary Term on or before the respective Exercise Dates set forth in Section 1.4.

2.3 **Lease Term:** The Primary Term and all Extension Terms elected by Tenant shall be referred to collectively hereinafter as the "Lease Term."

2.4 **Option to Purchase:** Provided Tenant is not deemed to be in default beyond any applicable cure period under this Lease by Landlord, Tenant will have the right to purchase the Landlord's interest in the Premises ("Purchase Option") at any time during the Lease Term by notifying Landlord in writing of its intention to exercise the Purchase Option ("Purchase Option Notice"). The purchase option price for the Property shall be equal to the Purchase Price. Closing of the purchase ("Purchase Option Closing") must take place no later than ninety (90) days after the date that the Purchase Option Notice is received by Landlord (such date upon which the Purchase Option occurs shall herein be referred to as the "Purchase Option Closing Date"). The Parties shall include a reference to the Purchase Option in the memorandum of lease filed pursuant to Section 31 of this Lease.

3. **Rent:** During the Primary Term, Tenant shall pay base rent, without any demand, setoff or deduction (except as otherwise expressly provided herein) to Landlord at the address set forth in Section 1.1, or at such other address as Landlord may designate in writing at any time or from time to time, in monthly installments as set forth in Section 1.5 (the "Base Rent"). Such monthly installments of Base Rent shall be payable in advance on or before the Rent Commencement Date as set forth in Section 1.6 and on or before the first day of each calendar month thereafter. Base Rent for partial months at the inception or the termination of the Lease shall be prorated. Base Rent, and all other sums payable by Tenant to Landlord pursuant to this Lease shall sometimes be collectively referred to herein as "Rent."

3.1 Extension Term(s) Base Rent: The Base Rent to be paid during the Extension Term(s), if elected, shall be calculated as set forth in **Exhibit "E"**.

4. **Real Estate Taxes and Assessments**: During the Lease Term, Tenant shall pay directly to the appropriate taxing authority, all real estate taxes and assessments, general and special, against the Premises (excepting therefrom certain taxes referenced below) ("**Taxes and Assessments**"). Landlord shall cooperate with Tenant to request that the bills for the Taxes and Assessments to be sent directly from the taxing authority to Tenant. In the event that Landlord receives the bills for the Taxes and Assessments from the taxing authority, Landlord shall promptly forward the bills to Tenant. Tenant shall pay the Taxes and Assessments (and, upon Landlord's written request, provide Landlord evidence of such payments in reasonable detail) prior to their delinquency; provided, however, Tenant shall not be responsible for any penalties or interest charges caused by Landlord's delay in forwarding any bills to Tenant.

Taxes and Assessments shall not include any other franchise, income, estate, inheritance or related taxes assessed against the Premises or otherwise imposed upon Landlord. Landlord shall be solely responsible for such taxes.

Notwithstanding the foregoing, Tenant shall only be responsible for the payment of any assessments that are part of the Taxes and Assessments hereunder, general or specific, so long as such assessments are calculated over the longest period permitted by law, in which case Tenant shall be responsible for paying those payments falling due within the Lease Term.

The Premises are used to house charter schools whose charter has been approved by the appropriate sponsoring entity, and whose properties should therefore be exempt from property taxes pursuant to Florida Statutes Section 196.1983. Landlord shall use all means permitted by law to maintain or obtain in a timely manner a real property tax exemption for the Premises, the entire benefit of which shall accrue to Tenant. Tenant shall cooperate and shall provide such signatures or information as may be required by the appropriate jurisdictional authority in connection with any such application for tax-exemption.

4.1 Right to Contest: During the Lease Term, Tenant may initiate proceedings to contest the Taxes and Assessments. If required by law, Landlord shall join in any such proceedings initiated by Tenant, provided that Tenant shall pay all costs and expenses, charges, interest and penalties in connection therewith, including reasonable costs and expenses incurred by Landlord. Tenant shall continue to pay all Taxes and Assessments during the pendency of any such proceedings. Upon conclusion of such proceedings, Tenant shall be entitled to credit against Rent next coming due under this Lease the amount of any Taxes and Assessments refunded to Landlord as a result of any such proceedings.

5. **Utilities**: During the Lease Term, and following the issuance of a final certificate of occupancy, Tenant shall place the utility bills in its name and pay for all utility services consumed by Tenant upon the Premises, including without limitation, gas and electricity, sanitary and storm sewer, water and telephone services. Landlord represents that all utilities shall be separately metered as of the Rent Commencement Date at Landlord's expense (as part of the costs of the Landlord's Improvement Work). Landlord shall not be liable to Tenant therefor, nor shall Tenant have any right to terminate the Lease or other rights (including, any reduction or abatement of

Rent) against Landlord in the event of a failure, interruption or suspension of any of the aforesaid utility services unless such failure, interruption or suspension is a result of Landlord's failure to maintain or replace (as necessary) the electricity, plumbing, gas or water supply facilities servicing the Premises from the property line to the meter box (or otherwise to the extent such facilities are underground), in which case Tenant may seek remedies under Section 16 of this Lease.

6. Landlord's Improvement Work; Substantial Completion: Landlord shall perform Landlord's Improvement Work in accordance with this Lease. Landlord shall at its sole cost and expense confirm that all utility lines and service required for the use and occupancy of the Premises by Tenant are connected or shall cause such connections to be made and shall perform the work as more particularly set forth in Exhibit "B" and Exhibit "C" (all of the work referred to in this Section 7 being collectively referred to as "Landlord Improvement Work").

6.1 Substantial Completion: The date of Landlord Substantial Completion of the Landlord Improvement Work to be constructed by Landlord pursuant to the approved plans and specifications attached hereto as Exhibit "C", is estimated to be on or prior to [July 1, 2022], subject to Force Majeure Delay (as hereinafter defined) and/or Tenant Delay.

The Landlord Improvement Work shall be deemed to be "Substantially Complete" at such time as when all of the following conditions have been satisfied:

(i) Landlord shall certify in writing to Tenant that the Landlord Improvement Work has been fully completed in all material respects in accordance with the final plans for Landlord Improvement Work, subject to certain minor punch list items which shall be therein specifically noted and which shall be such as not to adversely affect Tenant's use and occupancy of the Premises for the Permitted Use,

(ii) Landlord's architect shall certify in writing to Tenant as to those same matters set forth in subsection (i) above, and

(iii) a permanent certificate of occupancy or similar certificate or permit is issued by the appropriate governmental authority having jurisdiction over the Premises whereby Tenant is permitted the use and occupancy of the Premises for the Permitted Use.

At such time as the last of the foregoing requirements shall have been satisfied, Landlord shall deliver possession of the Premises to Tenant.

The minor punch list items referred to in subsection (iii) above shall not act to suspend or delay the commencement of the Lease Term, but Landlord shall, as soon as reasonably possible following the Tenant Possession Date (as defined in Section 1.7), complete said minor punch list items, together with such other construction matters as Tenant shall thereafter discover and which Tenant shall report to Landlord in writing within sixty (60) days following said Tenant Possession Date.

If Landlord is delayed at any time in the progress of the Landlord Improvement Work by any Tenant Delay (as defined in Exhibit "C"), or by labor disputes, unusual delay in deliveries, fire or other casualties, severe weather events, or by other similar causes beyond Landlord's reasonable control which Landlord reasonably determines may justify delay (collectively, "Force

Majeure Delays”), then the time for the completion of the Landlord Improvement Work and delivery of the Premises shall be extended and postponed for such reasonable additional time as is appropriate and equitable under the circumstances, and each of the dates herein shall be adjusted appropriately (which adjustments shall be confirmed in writing by the parties).

6.2 Delivery of Possession; Condition: Landlord shall deliver possession of the Premises to Tenant on the Tenant Possession Date. Prior to such delivery, the Premises shall be in broom-swept, tenantable condition with all Mechanical and Utility Systems (as defined in Section 9) in fully operable and new condition. Prior to Tenant’s taking possession of the Premises, Landlord or its designee and Tenant will walk the Premises for the purpose of reviewing the condition of the Premises and the condition of completion and workmanship of any improvements which Landlord is required to construct under Exhibit “C” of this Lease. After such review and the reasonable satisfaction of Tenant regarding Landlord’s arrangements to repair or replace any improvement that does not meet the requirements under this Lease, Tenant shall execute and deliver to Landlord the Premises Acceptance Letter (“Premises Acceptance Letter”) substantially in the form of Exhibit “F” hereto attached, accepting the Premises.

6.3 Tenant’s Right of Entry: Tenant, at its sole cost and expense, shall have the right, ten (10) days prior to the Tenant Possession Date, to enter upon the Premises to install the Tenant Improvement Work (as hereinafter defined), trade fixtures and personal property such as, without limitation, the equipment more particularly described in Section 8, subject to all terms and conditions of this Lease, but except as otherwise provided in this Lease, Tenant shall not be obligated to pay any Rent or other amount to Landlord prior to the Rent Commencement Date. Tenant is permitted to store its personal property inside the improvements or outside on the Real Property so long as such storage is not prohibited by applicable legal requirements or restrictive covenants. Tenant shall insure its personal property and shall be entitled to take precautionary measures to secure its personal property, and Landlord shall have no liability to Tenant with respect thereto. Tenant shall ensure that such entries pursuant to this Section 6.3 shall not materially interfere with or delay Landlord’s completion of the Landlord’s Improvement Work.

7. Tenant Improvements; Signs: Tenant, at its sole cost and expense, shall have the right but shall not be obligated prior to and during the Lease Term to improve, alter and renovate the interior of the Premises in any manner which Tenant deems necessary or desirable to make the same fit and suitable for the conduct of its business operations, including without limitation painting, decorating, redecorating and installing partitions, floor coverings, wall coverings, drop ceilings, light fixtures and such other work as may be requested by Tenant and approved by Landlord, in its sole discretion as “Tenant Improvement Work” (the “Tenant Improvement Work”). All Tenant Improvement Work shall be approved by Landlord prior to commencement of such Tenant Improvement Work. Tenant may install, at its expense, signs containing Tenant’s name at the Premises, provided that such signs (a) do not cause any structural damage to the Premises; (b) do not violate applicable governmental laws, ordinances, rules or regulations; and (c) do not violate any existing restrictions of record affecting the Premises. Tenant shall, at Tenant’s sole cost and expense, remove all exterior signage from the Premises upon the expiration or termination of the Lease Term, repair all damage resulting from such removal and restore the affected areas to the condition existing prior to the installation of such signage. Tenant shall perform all work described in this Section according to the standards set forth in Section 14.1(b). Unless otherwise agreed in writing by the parties and subject to Section 10 below, any improvements, alterations and

renovations to the Premises by Tenant pursuant to this Section 7 shall remain on the Premises upon the expiration or earlier termination of this Lease.

8. Trade Fixtures; Personal Property: Tenant, at its sole cost and expense, shall have the right, without Landlord's consent, but shall not be obligated during the Lease Term, to install, use, replace, substitute and remove its trade fixtures and personal property such as, without limitation, telephone, teletype and other equipment used in the operation of Tenant's business, and furniture. Upon the expiration of the Lease Term or the earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove its trade fixtures and personal property from the Premises, and repair all damage to the Premises resulting from such removal.

9. Maintenance and Repairs by Tenant: Except as otherwise expressly required of Landlord elsewhere in this Lease, Tenant, at its sole cost and expense, during the Lease Term, following the expiration of any construction warranties, shall keep the interior of the Improvements in a clean and orderly condition and shall perform: (i) any maintenance and repairs to the Premises occasioned by the negligence or misconduct of Tenant or its invitees and licensees (subject to Section 14.3), and (ii) maintenance of the lawn, yard area, and landscaping, maintenance and repairs to the site drainage system (including pump(s) related to detention, if any) and normal and customary repairs to the paving and parking areas of the Premises, and all required maintenance to windows, pedestrian and overhead doors and all maintenance, repairs and replacements of the above-ground mechanical and utility systems situated on or serving the Premises, including, without limitation heating, ventilating, air conditioning, lighting, life-safety and (excepting replacements of the electricity, plumbing, gas and water supply facilities servicing the Premises from the property line to the meter box(es) or as may be located underground), and all other above-ground electrical, plumbing, gas, and water supply and communication lines, (iii) normal and customary maintenance and repairs to sprinkler systems, sanitary sewers and septic systems, storm sewers and storm water drainage systems (sometimes collectively referred to herein as the "Mechanical and Utility Systems"), (iv) normal and customary maintenance and repairs to roof gutters, roof drains, and downspouts, (v) all other maintenance and repairs not the express responsibility of Landlord hereunder, which Tenant reasonably deems necessary in order to comply with its requirements herein, and (vi) the replacement (as necessary) of the structural elements of the Improvements, including but not limited to, the roof and roof membrane, foundations, floor slabs, load-bearing walls and columns, and exterior walls, replacements (as necessary) of the plumbing, gas, electrical and water facilities servicing the Premises from the property line(s) to the meter box(es) located on the Premises in addition to any other portions of the foregoing facilities that are located underground throughout the Premises, and replacements (as necessary) of the site drainage system (including pump(s) relating to detention, if any), underground utilities, sprinklers, paving and parking surfaces. If Tenant fails to perform its maintenance and repair obligations within fifteen (15) days (unless such repair cannot be reasonably achieved by Tenant within such 15-day period, then only if Tenant has not commenced to cure the obligation within such 15-day period or thereafter fails to diligently pursue such cure to completion) then after Landlord's delivery to Tenant of notice of the need for any such maintenance and repairs, then Landlord shall have the right, upon delivery of three (3) business days' notice to Tenant, to perform all or part of such maintenance and repairs, at the sole cost and expense of Tenant, and Tenant shall reimburse Landlord for such costs and expenses within thirty (30) days after Landlord's delivery to Tenant of an invoice therefor. Notwithstanding the foregoing, Tenant shall not be obligated to perform any maintenance or repairs to the extent covered by any warranty of Landlord or

Landlord's contractors or otherwise the responsibility of Landlord hereunder. The terms of such warranties shall be provided to Tenant immediately following the issuance of a final certificate of occupancy. Landlord will exercise all diligence in addressing warranty issues identified by Tenant with Landlord's contractors during the warranty period(s).

9.1 Property and Casualty Insurance or Coverage: Tenant shall maintain throughout the Lease Term all-risk (or its equivalent) property insurance or coverage on the Premises in an amount not less than the greater of the replacement value of the Premises or the amount of the Purchase Price then applicable, subject only to such exceptions and exclusions as are customarily contained in such policies. Tenant shall ensure that at all times the limits of coverage sufficient to pay for the full replacement cost of the Premises (or the amount of the Purchase Price then applicable) at the time of the loss, without deduction for depreciation. All policies shall be issued to the Tenant as the first named insured or term denoting a similar meaning but shall name the Landlord and Lender as loss payee as their interest may appear under a standard Mortgagee's endorsement. If Tenant shall act as its own contractor for alterations and improvements that cost more than \$100,000, it shall obtain Builder's Risk Insurance for the full completed value of the improvements, in which case Tenant shall pay the premiums for such insurance.

9.2 Liability Insurance: During the Lease Term, Tenant shall maintain a commercial general liability policy of insurance, at Tenant's expense, insuring the Landlord and the Lender against liability arising out of the ownership, use, occupancy or maintenance of the Premises. The initial amounts of the insurance must be at least \$1,000,000 for each occurrence, \$2,000,000 general aggregate per policy year, \$100,000 property damage, and \$10,000 medical expense; plus a \$2,000,000 commercial general liability umbrella; and will be subject to periodic increases based upon economic factors as Landlord may determine, in Landlord's discretion, exercised in good faith. The amounts of the insurance will not limit Tenant's liability or relieve Tenant of any obligation under this Lease. The policies must contain cross-liability endorsements, if applicable. The policies must contain a provision that prohibits cancellation or modification of the policy except upon thirty (30) days' prior written notice to Landlord and the Lender. Tenant may discharge Tenant's obligations under this Section by naming Landlord and the Lender as additional insureds under a commercial general liability insurance policy maintained by Tenant and containing the coverage and provisions described in this Section. Tenant shall deliver a copy of the policy or certificate (or a renewal) to Landlord upon the execution of this Lease and prior to the expiration of the policy during the Lease Term. If Tenant fails to maintain the policy, Landlord may elect to maintain the insurance at Tenant's expense. The Tenant may, at Tenant's expense, maintain other liability insurance as Tenant deems necessary.

9.3 Workers Compensation Insurance: Tenant shall maintain, payable throughout the Lease Term Worker's Compensation Insurance in statutorily required limits covering all of its employees in, on, or about the Premises. During the construction of the Premises and during any modification, restoration or renovation of the Premises, Tenant shall require any original contractor or subcontractor to obtain and maintain such coverage on its employees.

9.4 Auto Liability Insurance: Tenant shall maintain business auto liability insurance including all owned, non-owned and hired autos with a limit of liability of not less than

\$1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

9.5 Business Interruption Insurance: Tenant shall maintain Business Interruption insurance in the amount of at least one year's Base Rent.

9.6 Proof of Insurance: All insurance required to be procured and maintained by Tenant will be procured and maintained in financially sound and generally recognized responsible insurance companies selected by Tenant required to procure the same and authorized to write insurance in the State of Florida. The company issuing the policies will be rated "A" or better by A.M. Best Co., in Bests' Key guide. All policies evidencing the insurance required to be procured and maintained by Borrower must contain a standard non-contributory mortgagee clause showing Lender's interest as first mortgagee, must provide for payment to Lender of the net proceeds of insurance resulting from any claim for loss or damage, and must provide (where commercially available at a reasonable cost) for at least 30 days prior written notice of the cancellation or modification of the payment to Lender.

9.7 Tenant's Personal Property: Tenant shall bear the risk of any and all damage to Tenant's personal property, including but not limited to, the contents, trade fixtures, machinery, equipment, furniture and furnishings it places in the Premises. Tenant agrees that Landlord shall have no liability with respect thereto. Landlord shall not be liable to Tenant for any damage or damages of any nature whatsoever to persons or their property caused by explosion, fire, theft or breakage, vandalism, falling plaster, by sprinkler, drainage or plumbing systems, or air conditioning equipment, by the interruption of any public utility or service, by steam, gas, electricity, water, rain or other substances leaking, issuing or flowing into any part of the Premises, by natural occurrence, acts of the public enemy, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or by anything done or omitted to be done by any tenant, occupant or person in the Improvements, it being agreed that Tenant shall be responsible for obtaining appropriate insurance to protect its interests.

9.8 Mutual Waiver of Subrogation: Nothing in this Lease shall be construed so as to authorize or permit any insurer of Landlord or Tenant to be subrogated to any right of Landlord or Tenant against the other party arising under this Lease. Landlord and Tenant each hereby release the other for damage to Property to the extent of any perils required to be insured against under Section 9.1 of this Lease, whether or not such insurance has actually been secured, or otherwise insured against by a party, and to the extent of insurance coverage for any loss or damage caused by any fire, casualty, or other event EVEN IF SUCH INCIDENTS SHALL BE BROUGHT ABOUT BY THE FAULT OR NEGLIGENCE OF EITHER PARTY. All insurance policies to be provided under Section 9.1 by either Landlord or Tenant shall contain a provision that they are not invalidated by the foregoing waiver.

9.9 Tenant's Liability for Construction Liens: Nothing contained in this Lease shall be construed as a consent on the part of the Landlord to subject the estate of the Landlord to liability under the construction lien law of the State of Florida, it being expressly understood that the Landlord's estate shall not be subject to such liability. Tenant shall strictly comply with the Construction Lien law of the State of Florida as set forth in Florida Statutes, Chapter 713. In the event that a construction claim of lien is filed against the Premises in connection with any work

performed by or on behalf of the Tenant, at Tenant's request, the Tenant shall satisfy such claim, or shall transfer same to security, within ten (10) days from the date of filing. In the event that the Tenant fails to satisfy or transfer such claim within said ten (10) day period, the Landlord may do so and thereafter charge the Tenant, as additional rent, all costs incurred by the Landlord in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, the Tenant agrees to indemnify, defend and save the Landlord harmless from and against any damage or loss incurred by the Landlord as a result of any such claim or lien. If so requested by the Landlord, the Tenant shall execute a short form or memorandum of this Lease, which may, in the Landlord's discretion be recorded in the Public Records for the purpose or protecting the Landlord's estate from construction claims of lien, as provided in Florida Statutes, Chapter 713.10. This Section shall survive the termination of this Lease.

9.10 Landlord's Liability for Construction Liens: Nothing contained in this Lease shall be construed as a consent on the part of the Tenant to subject the estate of the Tenant to liability under the construction lien law of the State of Florida, it being expressly understood that the Tenant's estate shall not be subject to such liability. Landlord shall strictly comply with the Construction Lien law of the State of Florida as set forth in Florida Statutes, Chapter 713. In the event that a construction claim of lien is filed against the Premises in connection with any work performed by or on behalf of the Landlord, at Landlord's request, the Landlord shall satisfy such claim, or shall transfer same to security, within ten (10) days from the date of filing. In the event that the Landlord fails to satisfy or transfer such claim within said ten (10) day period, the Tenant may do so and thereafter charge the Landlord, as a reduction in base rent, all costs incurred by the Tenant in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, the Landlord agrees to indemnify, defend and save the Tenant harmless from and against any damage or loss incurred by the Tenant as a result of any such claim or lien. If so requested by the Tenant, the Landlord shall execute a short form or memorandum of this Lease, which may, in the Tenant's discretion be recorded in the Public Records for the purpose or protecting the Tenant's estate from construction claims of lien, as provided in Florida Statutes, Chapter 713.10. This Section shall survive the termination of this Lease.

10. Damage or Destruction: In the event that the Premises shall be damaged or destroyed by fire, explosion or other casualty, or by any risk required to be insured against pursuant to Section 9.1 or at law, Tenant promptly shall deliver to Landlord notice thereof. Unless terminated pursuant to Section 10.1, this Lease shall remain in full force and effect, and Tenant, at its sole cost and expense, but with the right to use insurance proceeds to the extent of Tenant's interest therein, shall exercise good faith and diligent efforts promptly to repair the damage or destruction and restore the Improvements and the Premises (exclusive of Tenant's personal property and trade fixtures) to substantially that condition existing immediately prior to such damage or destruction. Until the completion of Tenant's repair and restoration pursuant to this Section 10, Tenant's obligation to pay Rent and other amounts payable by Tenant hereunder shall be abated as of the date of the damage or destruction in proportion to the extent that the Premises is rendered "untenantable" (i.e., a material impairment of Tenant's ability to use and occupy the Premises or portion thereof for the normal conduct of its business operations therein as determined by Tenant in its reasonable discretion), as the parties shall agree in their good faith discretion.

10.1 Rights of Termination: Landlord's and Tenant's respective rights to terminate this Lease upon the occurrence of certain damage or destruction shall be governed as follows:

(a) If the Improvements shall be damaged or destroyed to the extent of more than sixty percent (60%) of the full replacement cost thereof, then either Landlord or Tenant may elect to terminate this Lease by delivery of notice to the other within sixty (60) days after the date Landlord or Tenant first learned of such damage or destruction; or

(b) If repair and restoration of any such damage or destruction cannot reasonably be completed within two hundred ten (210) days after the date of the damage or destruction then Tenant may elect to terminate this Lease by delivery of notice to the other within sixty (60) days after the date of such damage or destruction; and

(c) Upon delivery of any notice pursuant to Section 10.1(a) or 10.1(b), and the payment or assignment to Landlord of insurance proceeds to the extent of Landlord's interest therein, and Tenant's payment of the casualty insurance deductible, this Lease shall terminate as of the date of the damage or destruction unless otherwise provided in such notice, and Tenant shall have no further liabilities or obligations hereunder other than to pay Rent accrued hereunder as of the date of such termination.

11. Eminent Domain: In the event that all or any portion of the Premises shall be taken or threatened to be taken under the power of eminent domain or a conveyance in lieu thereof for any public or quasi-public use (a "Taking"), Landlord promptly shall deliver to Tenant notice thereof. Unless terminated pursuant to Section 11.1, this Lease shall remain in full force and effect, and Tenant, at its sole cost and expense, shall exercise good faith and diligent efforts promptly to repair the damage and restore the Premises so as to constitute the remaining portion thereof a complete architectural unit. Until the completion of Tenant's repair and restoration pursuant to this Section 14, Tenant's obligation to pay Rent and other amounts payable by Tenant hereunder shall be abated as of the effective date of the Taking in proportion to the extent that the Premises is rendered "untenantable" (as that term is used in Section 10.1), as the parties shall agree in their good faith discretion.

11.1 Rights of Termination: If there is a Taking of the whole of the Premises, this Lease shall terminate as of the date possession is required by the public or quasi-public body, and Rent shall be prorated to such date. Tenant shall have the right to terminate this Lease upon the occurrence of a Taking of twenty-five percent (25%) or more of the Premises if, and only if, the remaining area of the Premises shall no longer be sufficient for the use, occupancy and Tenant's continuing operations thereof by Tenant (in Tenant's reasonable discretion). Tenant shall provide Landlord with its written termination notice within thirty (30) days of the Taking. If Tenant gives Landlord such termination notice, this Lease shall terminate as of the date on which such possession shall be required by the public or quasi-public body, and Tenant shall have no further liabilities or obligations hereunder other than to pay Rent, taxes and other charges accrued hereunder as of such date of termination. All awards, proceeds, compensation or other payments from or with respect to any Taking of the Premises or any portion thereof shall belong to Landlord, Tenant hereby assigning to Landlord all of its right, title, interest and claim to same. Tenant shall have the right to assert a claim for and recover from the condemning authority, but not from

Landlord, such compensation as may be awarded on account of Tenant's moving and relocation expenses, and depreciation to and loss of Tenant's movable personal property.

12. Tenant's Defaults; Remedies: The following events which remain uncured past the applicable notice and cure periods provided below shall be deemed to be events of default (an "Event of Default") by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of the Rent herein reserved when due, or any other payment or reimbursement to Landlord required herein when due, and such failure shall continue for a period of fifteen (15) business days from the date such payment was due following written notice thereof by Landlord to Tenant (except that Landlord shall not be required to provide notice to Tenant of any non-payment of Rent in order to declare an Event of Default due to such non-payment after Landlord has provided two (2) such notices to Tenant in any calendar year).

(b) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(c) Tenant shall file a petition under any section or chapter of the National Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or an order for relief shall be entered against Tenant in any proceedings filed against Tenant thereunder.

(d) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

(e) Tenant shall fail to discharge any lien placed upon the Premises in violation of Section 38 hereof within sixty (60) days after any such lien or encumbrance is filed against the Premises.

(f) Tenant shall fail to maintain a Lease Payment Coverage Ratio of at least 1.00 in any Fiscal Year commencing with the Fiscal Year ending June 30, 2022, pursuant to Section 18 hereof.

(g) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than the foregoing in this Section 12) and shall not cure such failure within sixty (60) days after written notice thereof to Tenant (but if such cure cannot be reasonably achieved by Tenant within such 60-day period, Landlord may not exercise any remedy so long as Tenant has commenced to cure the obligation within such 60-day period and thereafter diligently pursues such cure to completion).

12.1 Landlord's Remedies:

(a) Upon the occurrence of any such Event of Default described in Section 12 hereof, Landlord shall have the option to pursue any one or more of the following remedies after written notice to Tenant:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord and if Tenant fails so to do, Landlord may without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any party thereof without being liable for prosecution or any claim for damages therefor.

(2) Enter upon and take possession of Premises as permitted under law and expel or remove Tenant and any other person who may be occupying such Premises or any part hereof without being liable for prosecution or any claim for damages therefor, and relet the Premises and receive the Rent therefor, provided that such expulsion or removal is pursuant to law, all without terminating the Lease.

(3) Alter all locks and other security devices at the Premises without terminating this Lease.

(b) In the event Tenant fails to pay any installment of Rent hereunder within fifteen (15) days after notice that such installment is past due, Tenant shall pay to Landlord a late charge in an amount equal to five percent (5%) of any late installment under this Lease. The failure to pay such amount within fifteen (15) days after receipt by Tenant of written demand therefor shall be an Event of Default hereunder (except that Landlord shall not be required to provide notice to Tenant in order to assess such late charge after Landlord has provided two (2) such notices to Tenant in any calendar year). In addition, past due sums owed by Tenant to Landlord under this Lease shall accrue interest at a rate of twelve percent (12%) per annum ten (10) days after any payment is past due. The provision for the late charge and interest shall be in addition to all of Landlord's other rights and remedies hereunder and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

(c) Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. If Landlord elects to so exclude Tenant from the Premises without terminating this Lease or Tenant's right to possession of the Premises pursuant to the provisions of this Lease, then Landlord shall be obligated to provide Tenant a key to re-enter the Premises only upon payment in full of all delinquent Rent due under this Lease and the curing of all other defaults, if any. No such alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Premises shall be deemed to constitute a conversion; provided, however, that Landlord shall allow Tenant reasonable access to and the right to remove from the Premises property of Tenant or others at the Premises. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices are hereby waived (with the exception of claims based on intentional damage or destruction), as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, attachment proceedings or other legal process. Tenant agrees that any re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

(d) In the event Landlord elects to terminate the Lease by reason of any Event of Default, then notwithstanding such termination, at Landlord's option, and in addition to other remedies hereunder, Landlord may demand and Tenant shall pay to Landlord, at the address specified for notice to Landlord herein, the sum of all rental and other indebtedness accrued to date of such termination, plus, as damages, an amount equal to the then present value (calculated based upon the federal discount rate of interest charged on loans to depository institutions by the New York Federal Reserve Bank at the time of termination or, if unavailable, an equivalent index or rate reasonably selected by Landlord) of the total rental hereunder for the remaining portion of the Lease Term less the then fair rental value of the Premises for the remaining portion of the Lease Term which shall be rebuttably presumed to be the value determined by Landlord in its reasonable discretion and submitted by Landlord to Tenant in writing, and the payment of such sums shall satisfy Tenant's rental obligations hereunder.

(e) In the event that Landlord elects to repossess the Premises without terminating the Lease, then Tenant shall be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, all rental and other indebtedness accrued to the date of such repossession, plus rental required to be paid by Tenant to Landlord during the remainder of the Lease Term until the date of expiration of the Lease Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during said period (after deducting expenses incurred by Landlord as provided in Section 12.1(f) herein). In no event shall Tenant be entitled to any excess of any monthly rental obtained by reletting over and above the monthly rental herein reserved. Actions to collect amounts due by Tenant to Landlord under this subparagraph may be brought from time to time, on one or more occasions, without the necessity of Landlord waiting until expiration of the Lease Term.

(f) In case of any Event of Default, Tenant shall also be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, in addition to any sum provided to be paid above, any reasonable brokers' fee incurred by Landlord in connection with reletting the whole or any part of the Premises; the costs of removing and storing Tenant's or other occupant's property; the reasonable costs of repairing the Premises (other than structural elements) and performing any maintenance obligations Tenant is obligated to perform hereunder and has not performed; and all expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies including actual attorney's fees, whether suit is actually filed or not.

Regardless of the remedies elected by Landlord hereunder, Landlord shall be obligated in the event the Premises are vacated by Tenant to exercise commercially reasonable efforts (to the extent required by applicable law) to re-let the Premises on the economic terms available to Landlord. Landlord shall not be obligated to incur any significant expense in attempt to re-let the Premises (including advertising, renovation, or similar expenses) unless Tenant advances such expenses.

(g) If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees, to pay Landlord, upon demand, all costs, expenses and

disbursements (including actual attorney's fees) incurred by Landlord in taking such remedial action.

13. Landlord's Default and Tenant's Remedies; Limitation of Landlord's Liability:

Landlord shall be in default of this Lease if Landlord fails to perform any term, condition, covenant or obligation of this Lease on the part of Landlord to be performed within sixty (60) days (but if such cure cannot be reasonably achieved by Landlord within such 60-day period, Tenant may not exercise such any remedy so long as Landlord has commenced to cure the obligation within such 60-day period and thereafter diligently pursues such cure to completion) after the date on which Landlord receives from Tenant written notice describing such failure, then Tenant shall have the right, upon delivery of three (3) business days' notice to Landlord, to cure such default by Landlord on behalf of, and at the sole cost and expense of, Landlord. Landlord shall reimburse Tenant for its reasonable costs and expenses incurred in connection with any such cure within thirty (30) days after Tenant's delivery to Landlord of an invoice therefor, failing which Tenant may offset such costs and expenses against any Rent and other amounts payable by Tenant hereunder, monthly as Rent becomes due and payable by Tenant hereunder until Tenant is fully reimbursed (but any monthly offset may not exceed ten percent (10%) of the total Rent payable by Tenant to Landlord with respect to such month).

Tenant's right to such offset shall not be applicable in such case where Landlord's lender forecloses on the property. Tenant agrees to look solely to Landlord's interest (or its successor's interest) in the Premises for the recovery of any judgment against Landlord, it being agreed that neither Landlord (and its partners (general or limited), officers, directors, and shareholders) nor any mortgagee shall ever be personally liable for any such judgment. In addition, Tenant also agrees that Tenant shall not be entitled to recover from Landlord or any of its agents, employees, officers, partners, servants or shareholders any indirect, special or consequential damages Tenant may incur as a result of a default under this Lease or other action by Landlord, its agents, employees, officers, partners, servants or shareholders. The provisions contained in the foregoing sentences are not intended to, and shall not, limit any right that Tenant might otherwise have to (i) obtain injunctive relief against Landlord or Landlord's successors in interest, or (ii) any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.

14. Representations and Warranties; Covenants:

14.1 Landlord/Tenant Covenants.

(a) Landlord covenants for the benefit of Tenant that the Landlord Improvement Work, the installation of utilities located within the Premises or within the Improvements shall be done in a good and workmanlike manner and substantially comply with all applicable laws, ordinances and requirements, including without limitation the procuring of all building and other permits, licenses, approvals and certificates of occupancy and the observance of applicable building, zoning and other code requirements, of governmental authorities with competent jurisdiction, and notwithstanding any other provision of this Lease to the contrary, if any capital improvements, alterations or renovations to the Premises shall be required by any law, ordinance or requirement of any governmental authority with competent jurisdiction other than as a result of Tenant's specific use of the Premises, or as a result of the Tenant Improvement Work,

then Landlord, at its sole cost and expense, shall perform such improvements, alterations or renovations in a timely manner; provided, however, no alleged violation by Landlord of any such law, ordinance or requirement shall be deemed to constitute a Landlord default, so long as Landlord shall contest, in good faith, the validity of such law, ordinance or requirement or the existence of the alleged violation thereof.

(b) Tenant covenants for the benefit of Landlord that the Tenant Improvement Work, its maintenance and repairs and its use and occupancy of the Premises for the conduct of its business operations shall be done in a good and workmanlike manner and substantially comply with all applicable laws, ordinances and requirements, including without limitation the procuring of all applicable building and other permits, licenses, approvals and certificates of occupancy and the observance of applicable building, zoning and other code requirements, of governmental authorities with competent jurisdiction; provided, however, that no alleged violation by Tenant of any such law, ordinance or requirement shall be deemed to constitute an Event of Default so long as Tenant shall contest, in good faith, the validity of such law, ordinance or requirement or the existence of the alleged violation thereof.

14.2 Warranty of Title: Landlord covenants for the benefit of Tenant that:

(a) Landlord has fee simple title to the Premises and has full authority to perform this Lease; and

(b) as of the Tenant Possession Date (as extended hereunder from time to time), no third party shall have any right, title or interest adverse to Tenant's right, title and interest hereunder in or to the Premises other than the Landlord's Lender which holds the mortgage to the Premises and no other deed of trust or other lien or restriction encumbers the Premises. This Lease shall also be subject to the easements, covenants, conditions, restrictions and other title matters now of record with respect to the Premises (collectively, the "Permitted Encumbrances") that are effective as of the Effective Date of this Lease and any easements, covenants, conditions, restrictions and other title matters necessary, in Landlord's sole discretion, for the construction of the Premises pursuant to the terms of this Lease and that do not materially interfere with Tenant's use and enjoyment of the Premises.

14.3 Hazardous and Toxic Conditions:

(a) To the best of Landlord's actual knowledge, Landlord represents for the benefit of Tenant that the Premises does not now as of the Effective Date, and at the Tenant Possession Date will not, violate any laws pertaining to any material classified as toxic or hazardous under applicable federal, state and local laws, ordinances and requirements of governmental authorities with competent jurisdiction (collectively, a "Hazardous Substance"). If a Hazardous Substance is discovered on the Premises to the extent the condition existed prior to or on the Tenant Possession Date or as a result of any condition that arose after the Tenant Possession Date that is not a Tenant Caused Condition as defined below, then Landlord shall promptly give Tenant written notice of such condition and promptly cause such Hazardous Substance to be cleaned up and the Premises brought into compliance with applicable laws, ordinances and requirements of governmental authorities with competent jurisdiction. Landlord

agrees to indemnify Tenant pursuant to the provisions of Section 17 hereof against any Losses as defined in Section 17 incurred by Tenant arising out of any such toxic or hazardous condition.

(b) Tenant agrees that, except for de minimis amounts of Hazardous Substances brought onto the Premises as necessary to service Tenant's vehicles, or to clean the Premises or by Tenant's employees in the form of fluid for cigarette lighters and other personal items, it shall not bring Hazardous Substances onto the Premises nor allow Tenant's employees or business invitees to bring Hazardous Substances onto the Premises. Tenant agrees to indemnify Landlord pursuant to the provisions of Section 17 hereof against any Losses incurred by Landlord arising out of any Hazardous Substance created by Tenant on the Premises or out of any Hazardous Substances brought onto the Premises by Tenant, its employees, contractors, licensees or invitees ("Tenant Caused Condition"). Tenant shall have the right at any time during the Term of the Lease, at its sole cost and expense, to make soil, environmental and other tests on the Premises, provided that Tenant provides prior written notice of such tests to Landlord and repairs all damage caused by such tests.

14.4 No Brokers: Landlord and Tenant agree that there were no brokers used in connection with this Lease and thus no broker is entitled to any fees or charges in connection with this Lease. Tenant agrees to indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord from and against any liability from all other claims for commissions, finder's fee or other compensation arising from the negotiation of this Lease. Landlord agrees to indemnify, defend (with counsel reasonably acceptable to Tenant) and hold harmless the Tenant from and against any liability from all other claims for commissions, finder's fee or other compensation arising from the negotiation of this Lease.

14.5 Reporting and Filing Requirements:

(a) Tenant shall provide Landlord and, so long one or more of the Loans are outstanding, the Lenders, with copies of the following:

(1) a copy of its annual certified financial statements within 60 days of each fiscal quarter beginning with the calendar quarter ending December 31, 2021 prepared in accordance with GAAP.

(2) as soon as the same are available, but in no event later than 30 days after filing (and, if an extension has been properly filed with the IRS, a copy of the extension must be provided to Landlord no later than 30 days after the date filed with the Internal Revenue Service), a copy of Tenant's tax returns (including all applicable Schedules and K1's attached) for the previous fiscal year.

(3) concurrent with the delivery of the quarterly financial statements, Tenant will provide to Landlord enrollment reports and wait lists for the IDEA Fowler Campus.

(4) promptly after delivery to the Local School Board, Tenant will provide to Landlord copies of each enrollment report, annual budget, and financial reports

of the IDEA [Lennox Lane] Campus, including the annual audit of the IDEA [Lennox Lane] required under charter law for the State of Florida.

(b) Tenant shall also provide such other documents and instruments Landlord may reasonably require.

14.6 Additional Indebtedness: During the Lease Term, except for indebtedness in an aggregate amount not to exceed \$500,000 for the lease, purchase or other acquisition of equipment and personal property to be located upon the Premises, Tenant shall not incur any additional indebtedness relating to the Premises without the written consent of Landlord, which consent may not be granted by Landlord without the express written consent of the Lenders.

15. Special Covenants of Tenant:

15.1 Defined Terms: Capitalized terms used in this Section 15 without being defined herein shall, for the purposes of this Lease, have the meanings set forth in Exhibit H.

15.2 Liquidity: Tenant covenants to accumulate funds equal to the Required Liquidity Level commencing with the Fiscal Year ending June 30, 2023. Such amount shall be based upon the audited financial results of Tenant on an annual basis. Failure to maintain the Required Liquidity Level shall not be an Event of Default under Section 12 of this Lease. However, the Tenant agrees to restore the amount of any deficit within twelve (12) months of the audit indicating such shortfall.

15.3 Lease Payment Coverage Ratio: Tenant covenants to maintain a Lease Payment Coverage Ratio of at least 1.10 for each Fiscal Year, commencing with the Fiscal Year ending June 30, 2022. Commencing with the Fiscal Year ending June 30, 2022, if such Lease Payment Coverage Ratio is below the applicable level, but above 1.00, Tenant shall retain, at its expense, a Management Consultant to submit a written report and make recommendations within sixty (60) days of being with respect to financial matters of Tenant which are relevant to increasing the Lease Payment Coverage Ratio to at least the required level. Tenant will, subject to the exceptions in the next sentence, adopt and follow the recommendations of the Management Consultant and will thereafter calculate the Lease Payment Coverage Ratio for each succeeding fiscal quarter. So long as the Lender and the Management Consultant determine that Tenant is demonstrating reasonable diligence to comply with the appropriate recommendations (excepting certain limited instances when an Opinion of Counsel is obtained excusing such actions by Tenant or where Tenant makes a good faith determination in a statement to the Lender that the Management Consultant's recommendations would violate State or federal law, the educational or charitable purpose of Tenant) and the Lease Payment Coverage Ratio does not fall below 1.00 in any fiscal quarter, Tenant will be deemed to have complied with its covenants hereunder. Tenant shall continue to retain the Management Consultant until Tenant has achieved a Lease Payment Coverage Ratio of at least the required level for at least two consecutive fiscal quarters. Notwithstanding the foregoing, if the Lease Payment Coverage Ratio falls below 1.00 in any Fiscal Year commencing with the Fiscal Year ending June 30, 2022, it shall constitute an Event of Default under Section 12 of this Lease.

Any contract entered into between Tenant and any Management Consultant engaged by Tenant pursuant to this Section 15 must meet the requirements of this Lease.

16. Landlord's Right of Entry: Following reasonable advance notice to Tenant (at least twenty-four (24) hours, except in the event of an emergency in which event no notice shall be required), Landlord may enter upon the Premises as often as Landlord reasonably may deem necessary for the purposes of performing such maintenance and repairs as Landlord reasonably may deem necessary or lawfully may be required to perform, inspecting the Premises, offering the Premises for lease (but only during the period which commences nine (9) months prior to the expiration of the then existing Primary Term or Extension Term in the event that Tenant shall not have elected further to extend the Lease Term) or offering the Premises for sale or in connection with any prospective mortgage loans encumbering the Premises. During this nine-month period, Landlord shall have the right to display "For Sale" and "For Lease" signs on the Premises. Landlord's right of entry shall be exercised in a manner and during reasonable hours at times such that there shall be no unreasonable or material interference with the use and occupancy of the Premises by Tenant for the conduct of its business operations.

17. Indemnification:

17.1 Tenant Indemnification: Subject to Section 14.3, Tenant agrees to indemnify and hold Landlord harmless from and against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses, including without limitation reasonable attorneys' fees (collectively, "Losses"), arising out of, or with respect to: (a) any breach of any warranty or representation or any covenant or agreement of Tenant, under this Lease; (b) Tenant's use and occupancy of the Premises; or (c) any injury to, or death of, persons and/or any damage to, or destruction of, property, on or about the Premises, except to the extent any such breach, any injury or death or any damage or destruction arises out of the gross negligence or willful misconduct of Landlord, or any of Landlord's officers, employees, agents, contractors or invitees, or as otherwise specifically provided in this Lease. For clarification purposes, in no event shall Tenant or any of its agents, employees, officers, partners, servants or shareholders be liable for any indirect, special or consequential damages.

17.2 Landlord Indemnification: Subject to Section 14.3, Landlord agrees to indemnify and hold Tenant harmless from and against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses, including without limitation reasonable attorneys' fees (collectively, "Losses"), arising out of, or with respect to: (a) any breach of any warranty or representation or any covenant or agreement of Landlord under this Lease; or (b) any injury to, or death of, persons and/or any damage to, or destruction of, property, on or about the Premises and attributable to the gross negligence or willful misconduct of Landlord or Landlord's officers, employees, agents, contractors or invitees, except to the extent any such breach, any injury or death or any damage or destruction arises out of the negligence or misconduct of the Tenant or any of Tenant's officers, employees, agents, contractors or invitees, or as otherwise specifically provided in this Lease. For clarification purposes, in no event shall Landlord or any of its agents, employees, officers, partners, servants or shareholders be liable for any indirect, special or consequential damages.

17.3 Conditions; Survival: The indemnification obligations created by this Section 17 shall be expressly conditioned upon the party seeking indemnification (i) delivering to the other party prompt notice of any event giving rise to such indemnification obligation and (ii) providing such other party the opportunity to defend itself from and against any Losses. These indemnification obligations shall survive the expiration of the Lease Term (or earlier termination of this Lease).

18. Transfers:

18.1 Assignment and Subletting: Except as provided in this Section 18, Tenant shall not assign this Lease nor sublet all or any portion of the Premises, without the consent of Landlord, which may give or withhold its consent in its sole discretion; provided, however, that Tenant shall have the right, without the consent of Landlord, to assign this Lease or sublet the Premises to a Permitted Transferee. For purposes of this Lease the term "Permitted Transferee" shall be defined as any entity which controls, is controlled by or is under common control with Tenant, or any entity which shall acquire the business segment of Tenant that conducts operations at the Premises. Tenant shall give Landlord written notice of any such permitted transfer within ten (10) days after the effective date of such Transfer. Absent the written agreement of Landlord, no assignment of this Lease or subletting of all or any portion of the Premises shall relieve Tenant of any of the terms, conditions, covenants and obligations of this Lease on the part of Tenant to be performed. Tenant agrees to pay on behalf of Landlord any and all reasonable costs of Landlord occasioned by any transfer, including without limitation, any cost imposed by any governmental authority in connection with any of the foregoing and Landlord's attorneys fees and expenses that shall not exceed \$1,500.00.

19. Holding Over: If Tenant shall continue to occupy the Premises after the expiration of the Lease Term or the earlier termination of this Lease, then Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to the terms and conditions of this Lease; provided, however, that either party shall have the right to terminate such month-to-month tenancy upon delivery of thirty (30) days' notice to the other and the rent shall be one hundred fifty percent (150%) of the Rent charged in the last full month before expiration of the Lease Term or earlier termination of the Lease (for the first thirty (30) days of Tenant's holdover and two hundred percent (200%) thereafter). The provisions of this paragraph shall survive the expiration or termination of this Lease. In the event of any unauthorized holding over in excess of thirty (30) days and Tenant fails to vacate the Premises thereafter within ten (10) business days after written notice from Landlord, Tenant shall also indemnify Landlord against (i) all claims for actual damages by any other lessee to whom Landlord may have leased all or any portion of the Premises and (ii) for all other actual and foreseeable losses, costs, and expenses, including reasonable attorneys' fees incurred by Landlord by reason of Tenant's holdover.

20. Quiet Enjoyment:

20.1 Landlord's Covenant: Landlord covenants and agrees that so long as no Event of Default by Tenant is continuing beyond applicable cure period(s), Tenant shall have the peaceful and quiet possession and enjoyment of the Premises (subject to all mortgages and other matters of record to which this Lease, is or shall become, subordinate in accordance with the

provisions of Section 21) for the conduct of its business operations during the Lease Term, without hindrance by Landlord or any party claiming by, through or under Landlord.

21. Subordination and Attornment/Estoppel:

(a) Tenant covenants and agrees, on the terms and conditions provided in this Section 21, that this Lease shall be subordinate to any ground lease or mortgage or deed of trust that now or hereafter shall encumber the Premises. Within ten (10) days after Landlord's written request, Tenant shall execute a commercially reasonable Subordination, Non-Disturbance and Attornment Agreement (a "SNDA") in favor of the ground lessor or mortgagee, as applicable, stating (in addition to other reasonable terms, if any) in substance that (i) if Tenant is not in default hereunder, the right of possession of Tenant to the Premises shall not be affected or disturbed by any ground lessor or mortgagee in the exercise of any of its rights under a ground lease, or mortgage (or the note secured thereby), and any sale of the Premises pursuant to the exercise of any rights and remedies under a ground lease or mortgage or otherwise shall be made subject to Tenant's right of possession to the Premises under this Lease; and (ii) Tenant shall attorn to any ground lessor, or mortgagee or purchaser at a foreclosure sale (a "Purchaser") upon acquisition of title to the Premises by a ground lessor, mortgagee or Purchaser and notice to Tenant therefor, and this Lease shall continue in full force and effect between Tenant and such ground lessor, or mortgagee or Purchaser. Upon full execution of such SNDA by Tenant and a ground lessor, or mortgagee or beneficiary, from time to time, Tenant covenants and agrees to attorn to such ground lessor, or mortgagee or beneficiary upon foreclosure. Without limiting the generality of the foregoing, Landlord shall deliver to Tenant a commercially reasonable SNDA from the ground lessor of each ground lease, or mortgagee and beneficiary of each mortgage and deed of trust, respectively, including without limitation any ground lease, and mortgages and deeds of trust now encumbering the Premises. Notwithstanding the foregoing, any mortgagee or the holder of a deed of trust may, at any time, subordinate its mortgage or deed of trust to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage or deed of trust without regard to their respective dates or execution and delivery, and in that event, such mortgagee shall have the same rights and obligations with respect to this Lease as if this Lease had been executed prior to the execution and delivery of the mortgage.

(b) In the event that estoppel certificates now or hereafter may be required by any ground lessor under a ground lease, or, mortgagee or beneficiary of any mortgage or deed of trust, respectively, encumbering the Premises, or any prospective purchaser of the Premises Tenant further covenants and agrees to execute (within ten (10) business days following Tenant's receipt of a written request therefor) certificates containing the substance of the following statements (together with other reasonable terms, if any): (i) that the copy of the Lease attached to the certificate is a true and complete copy of the Lease and there are no amendments, modifications or alterations of the Lease, except as stated; (ii) that the Premises required to be furnished under the Lease have been completed in accordance therewith, the date on which Tenant accepted possession of such Premises and that Tenant now occupies the same; (iii) that Tenant began paying monthly installments of Rent under the Lease on a given date and no such installment has been paid more than one month in advance; and (iv) that the Lease is in full force and effect, and, except as noted, there exists, to Tenant's knowledge, no defense or offset to enforcement of the Lease by Landlord, Tenant is not in default under the Lease, and, to Tenant's knowledge, Landlord is not in default under the Lease.

25. Entire Agreement; Amendments: This Lease contains the entire agreement between the parties, and no promise, representation, warranty, covenant, agreement or understanding not specifically set forth in this Lease shall be binding upon, or inure to the benefit of, either party. This Lease may not be amended, altered, modified or supplemented in any manner except by an instrument in writing duly executed by the parties.

26. Governing Law; Interpretation: This Lease shall be construed and enforced in accordance with the laws of the state of Florida, and the venue shall be in [Leon County, Florida]. The fact that this Lease shall have been prepared by the attorney for either Landlord or Tenant shall not be used to construe or interpret this Lease for or against either party; the parties intend that the provisions of this Lease shall be given their fair meaning and no court shall construe this Lease more stringently against one party than against the other.

27. Authority; Binding Effect: If Landlord or Tenant shall be a corporation, trust or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such entity. The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns.

28. No Waiver: The failure of Landlord or Tenant to insist upon strict performance of any of the terms, conditions, covenants and obligations contained in this Lease shall not be deemed a waiver of any rights or remedies for any subsequent breach or default in the terms, conditions, covenants and obligations herein contained.

29. Recording: No later than five (5) days after the Effective Date, the Parties shall execute and acknowledge a memorandum of lease for recording purposes, which memorandum of lease shall be substantially in the form attached hereto as Exhibit "G" and shall be recorded in the Real Property Records of County, Florida.

30. Incorporation of Exhibits: Each of the attached Exhibits hereby is incorporated in and made a part of this Lease as if set forth herein. In the event of any conflict between the body of this Lease and the provisions set forth in the Exhibits, the provisions set forth in the Exhibits shall be deemed to control.

31. Section Headings: The Section headings hereof are intended for convenience and reference purposes only and shall not be used to construe or interpret this Lease.

32. Severability: If any provision of this Lease shall be determined by any court to be invalid, illegal or unenforceable to any extent, then the remainder of this Lease shall not be affected, and this Lease shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Lease.

33. Transmittal: Submission of this Lease for examination, even though executed by Landlord or Tenant, shall not bind the other party in any manner, and no lease or other obligation on the part of either party shall arise until this Lease shall be executed and delivered by the parties, each to the other.

34. Additional Actions and Documents: Landlord and Tenant hereby agree to exercise their commercially reasonable efforts to obtain, execute, deliver and file, or cause to be obtained, executed, delivered and filed, as the case may be, such additional documents, instruments and consents as may be necessary, or as reasonably may be requested by either party, and to take such further action as may be necessary, or as reasonably may be requested by either party, at the sole cost and expense of the requesting party, in order fully to effectuate the terms and conditions of this Lease.

35. Counterparts: This Lease may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

36. Mechanic's Liens and Tenant's Personal Property Taxes:

(a) Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind the interest of Landlord in the Premises or to set off the rentals payable hereunder against any claim in favor of any person dealing with Tenant, including those who may furnish materials to perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with work performed by Tenant on the Premises (Tenant is not responsible or liable for sums which represent an obligation of Landlord under this Lease) on which any lien is or can be validly and legally asserted against the Premises or the improvements thereon. Tenant will save and hold Landlord harmless from any and all loss, cost or expenses based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises or under the terms of this Lease, if such asserted claims or liens are a result from, through or under Tenant (including, without limitation, Tenant's performance of Tenant's Improvement Work or Tenant's performance of its obligations under this Lease), and in such event, Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises.

(b) Tenant shall be liable for and promptly pay when due all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay the Landlord upon demand that part of such taxes.

37. Landlord's Lien Waiver: Landlord waives all rights which Landlord now or hereafter may have, under the laws of the State of Florida to levy or distrain upon or to claim or assert any lien, right, claim or title to, any of the personal property of Tenant which now or hereafter may be located on the Premises, in order to enforce any obligation of Tenant, including, without limitation, the obligation to pay rent and any other monetary obligation arising hereunder; provided however this provision should not prohibit Landlord from exercising the remedies described at Section 12 hereof.

38. Third Party Beneficiary: The parties hereto expressly understand and agree that there is no third party beneficiary to the rights of Landlord or Tenant hereunder.

39. Legal Expenses: If either party is required to bring or maintain any action including assertion of any counterclaim, cross-claim, or claim in a proceeding in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others), or otherwise refers this Lease to an attorney for the enforcement of any of the covenants, terms, or conditions of this Lease, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other all the costs incurred by the prevailing party at and in preparation for arbitration, trial, appeal, review, and proceedings in bankruptcy court, including, but not limited to, matters unique to bankruptcy, including, but not limited to, such costs and reasonable attorneys' fees.

40. Patriot Act: Each of Landlord and Tenant, each as to itself, hereby represents its compliance with all applicable anti-money laundering laws, including, without limitation, the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including, without limitation, Executive Order 13224 ("Executive Order"). Each of Landlord and Tenant further represents (i) that it is not, and it is not owned or controlled directly or indirectly by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control and (ii) that it is not a person otherwise identified by government or legal authority as a person with whom a U.S. Person is prohibited from transacting business. As of the date hereof, a list of such designations and the text for the Executive Order are published under the internet website address www.ustreas.gov/offices/enforcement/ofac. If Landlord transfers its interest under this Lease, whether by sale of the Real Property or Improvements or by assignment or by other means (including any transfer by operation of law), and the transferee, assignee or other successor to Landlord's interest (collectively, "Landlord Transferee") is not a subsidiary or affiliate of Landlord, then, in connection with such transfer, the Landlord Transferee shall warrant and represent to Tenant, at the time of such transfer, each of the foregoing warranties and representations set forth above. If Tenant transfers its interest under this Lease, by assignment or by other means (including any transfer by operation of law), and the transferee, assignee or other successor to Tenant's interest (collectively, "Tenant Transferee") is not a subsidiary or affiliate of Tenant, then, in connection with such transfer, the Tenant Transferee shall warrant and represent to Landlord, at the time of such transfer, each of the foregoing warranties and representations set forth above.

41. Time of the Essence: Time is of the essence for the performance of each term, condition and covenant of this Lease. The foregoing shall not operate, however, to reduce the time period allocated for the performance of any obligation or the curing of any default if a time period is specified in the Lease for the performance of such obligation.

42. Required Radon Disclosure: 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 the county health department.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed by each of their respective authorized representatives as of the day and year first above written.

“LANDLORD”

IPS ENTERPRISES, INC.,
a Texas nonprofit corporation

By: _____
Name: _____
Title: _____

“TENANT”

IDEA FLORIDA, INC.,
a Florida non-profit corporation

By: _____
Name: _____
Title: _____

SCHEDULE I

Base Rent

Schedule "I" - 1

EXHIBIT “A”

Legal Description

Exhibit “A”

EXHIBIT “B”

Working Drawings

EXHIBIT “C”

Landlord’s Improvement Work

This Work Letter Agreement (“Work Letter”) is attached to and made a part of the Lease. All terms used in this Work Letter which have been defined in the Lease have the same meaning as set forth in the Lease. This Work Letter shall set forth the terms and conditions relating to the construction of improvements in the Premises.

1. **Scope** – Except as set forth in this Work Letter, Tenant accepts the Premises in their “AS IS” condition on the Effective Date of the Lease. Landlord shall perform or cause to be performed the following work in the Premises (“Work”):

a. Working Drawings – Certain improvements in substantial accordance with the construction documents attached as Exhibit “B” to the Lease (collectively, the “Working Drawings”) prepared by WGI, Inc. dated July 30, 2020.

b. Unless otherwise specifically stated in the Working Drawings, all Work will be constructed using quality materials, quantities and procedures in accordance with all applicable codes and laws (“Building Standards”).

c. The Work shall include all things necessary or reasonably inferred from the Working Drawings to complete the Improvements in such a fashion as to accomplish Tenant’s intended use.

2. **Approval of Drawings** – All plans, drawings, specifications and other details describing the Work which have been or are hereafter furnished by or on behalf of Tenant shall be subject to Landlord’s approval, which shall not be unreasonably withheld or delayed. Neither the approval by Landlord of the Work or the Working Drawings shall constitute any warranty by Landlord to Tenant of the adequacy of the design for Tenant’s intended use of the Premises.

a. Tenant Approval of Working Drawings – Tenant has approved or shall approve the Working Drawings (such approval not to be unreasonably withheld or delayed) within ten (10) business days (for initial plan submissions and five (5) business days for subsequent plan submissions) after receipt of same from Landlord by initialing and returning to Landlord each sheet of the Working Drawings or by executing Landlord’s approval form then in use or by providing another communication in the event of disapproval or requests for information.

b. Tenant Changes – Tenant may only request changes to the interior office space showroom aspects of the Improvements. Any such changes to the scope of Work or the approved Working Drawings requested by Tenant shall be deemed additional work (“Additional Work”). In the event that Tenant desires Additional Work, Tenant shall deliver written notice of the same to Landlord which sets forth in detail the Additional Work that Tenant desires. Landlord may disapprove of the Additional Work (within five (5) business days of receipt of Tenant’s notice) in the event that Landlord, in its reasonable discretion, determines that the Additional Work would constitute a material design problem or risk to the Premises or Improvements. In the event

Exhibit “C”

that Landlord approves the Additional Work, Tenant shall bear additional costs related to the Additional Work (“Excess Costs”) and Tenant shall be subject to Tenant Delay as outlined below. Tenant shall pay any Excess Costs to Landlord within ten (10) days following receipt of Landlord’s invoice therefor in reasonable detail.

3. **Cost of Work** – The cost of Work (“Cost of Work”) shall include any and all costs and expenses of the Work including, without limitation: labor (including overtime), materials, architectural and engineering costs, permitting fees and any overhead, profit or construction supervision cost other than any Excess Costs.

4. **Turnkey** – Landlord shall pay for the entire Cost of Work but under no circumstances will Landlord pay for any Additional Work.

5. **Substantial Completion** - Landlord shall cause the Work to be Substantially Completed in accordance with the provisions of Section 7 of the Lease, subject to extension due to any Force Majeure Delays and any “Tenant Delays” (as defined and described in paragraph 6 of this Work Letter).

6. **Tenant Delays** – The term “Tenant Delays” means any delay attributable to Tenant, including:

a. the failure of Tenant to grant approval of the Working Drawings within the time required under paragraph 2 above;

b. the failure of Tenant to grant approval of the Excess Costs within the time required under paragraph 4 above;

c. the failure of Tenant to pay the Excess Costs within the time required under paragraph 4 above;

d. Tenant’s requirements for special work or materials, finishes, or installations other than the Building Standards or Tenant’s requirements for special construction staging or phasing;

e. the failure of Tenant or Tenant’s representative to attend the inspection of the Work as scheduled by Landlord upon completion of construction;

f. the performance of any work in the Premises by any person, firm or corporation employed by or on behalf of Tenant which, in the opinion of a recognized competent licensed architect, delays the construction of the Work; or

g. any other act or omission of Tenant or its agents, employees, vendors or contractors that actually delay the Substantial Completion of the Work.

7. **Tenant Improvements** – Tenant, at its sole cost and expense, may perform the Tenant Improvement Work described in Section 7 of the Lease.

Exhibit “C”

EXHIBIT “D”

Exhibit “D”

EXHIBIT "E"

Renewal Options

- A. If this Lease has not been terminated pursuant to any provisions hereof and no Event of Default by Tenant, beyond any applicable cure period, exists under the Lease as of the date of Tenant's Extension Notice (defined below) or as of the commencement date of the Extension Term (defined below), then Tenant may, at Tenant's option, extend the Term for two (2) successive additional terms of five (5) years each (each an "Extension Term," respectively, sometimes, "First Extension Term", "Second Extension Term", collectively the "Extension Terms") commencing on the expiration of the Primary Term or the immediately preceding Extension Term, as the case may be. Tenant's exercise of such option is conditioned upon Tenant giving Landlord written notice at least six (6) but no more than fifteen (15) months prior to the expiration of the Primary Term or the immediately preceding Extension Term (the "Extension Notice"), as the case may be. Upon the giving by Tenant to Landlord of such written notice, the compliance by Tenant with the foregoing provisions and conditions set forth in this **Exhibit "F"**, this Lease shall be deemed to be extended upon all of the covenants, agreements, terms, provisions and conditions set forth in this Lease (and all references in this Lease to "Lease Term" or "Primary Term" shall be deemed to include (where the context requires) the applicable Extension Term), except that Base Rent for the first year of the applicable Extension Term shall be equal monthly installments of an amount equal to annual principal and interest due by Landlord under the then-current financing of the Premises.
- B. Any termination of this Lease or any termination of Tenant's right of possession hereunder during the Primary Term hereof or during an Extension Term shall terminate all rights to extend granted hereunder. If Tenant shall fail to give Landlord timely notice of its exercise of an option herein contained, Tenant shall be deemed to have waived such option to extend the Term hereof and such option and subsequent option, if any, shall thereupon become null and void.
- C. Tenant may extend the Term only as to all of the Premises as are demised to Tenant on the date of Tenant's exercise of such applicable option to extend. The options to extend granted pursuant hereto are personal to the initial Tenant or a Permitted Transferee. Any termination of this Lease or of Tenant's right to possession under this Lease shall extinguish and cancel all rights of Tenant under this **Exhibit "E"**.

EXHIBIT "F"

Premises Acceptance Letter

<Date>

<Tenant Name>

<Tenant Address>

<Tenant City, ST ZIP>

Attention: <Tenant Contact>

Re: Lease dated <Lease Date> between <Landlord Entity> ("Landlord"), and <Tenant Entity> ("Tenant") for the lease of <Premises> (the "Premises") pursuant to the Lease. Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease unless otherwise indicated.

Dear <Tenant Contact>:

Landlord and Tenant agree as follows:

Condition of Leased Premises. Tenant has accepted possession of the Leased Premises pursuant to the Lease. Any improvements required by the terms of the Lease to be made by Landlord have been completed to the full and complete satisfaction of Tenant and Landlord has fulfilled all of its duties under Section 7 of the Lease with the exception of the punchlist to be created by Tenant and submitted to Landlord within sixty (60) days of the date of this Premises Acceptance Letter.

Commencement Date. The Tenant Possession Date of the Lease is <Tenant Possession Date as adjusted>. The Rent Commencement Date of the Lease is <Rent Commencement Date as adjusted>.

Expiration Date. The Lease is scheduled to expire on the last day of the Lease Term, which date is <Lease Expiration Date as adjusted>.

Ratification. Landlord and Tenant hereby ratify and confirm their obligations under the Lease, and represent and warrant to each other that each party has no defenses thereto. Additionally, Landlord and Tenant further confirm and ratify that, as of the date hereof, the Lease is and remains in good standing and in full force and effect.

Binding Effect; Governing Law. Except as modified hereby, the Lease shall remain in full effect and this letter shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this letter and the terms of the Lease, the terms of this letter shall prevail. This letter shall be governed by the laws of the state in which the Leased Premises are located.

Please indicate your agreement to the above matters by signing this letter in the space indicated below and returning an executed original to us.

Exhibit "F"

Sincerely,

<Landlord Entity or Landlord's Agent>

By: _____
Name: _____
Title: _____

Agreed and accepted:

<Tenant Entity>

By: _____
Name: _____
Title: _____

Exhibit "F"

EXHIBIT "G"

Form of Memorandum of Lease

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into to be effective as of [____.2022] (the "Effective Date") by and between IPS ENTERPRISES, INC., a Texas nonprofit corporation ("Landlord") and IDEA FLORIDA, INC., a Florida non-profit corporation ("Tenant"), to place of record a summary of certain terms contained in that certain Lease Agreement dated as of the Effective Date (herein called the "Lease"), by and between Landlord and Tenant, which covers and affects that certain tract of real property, together with all improvements situated thereon, located in Duval County, Florida, which tract is more particularly described in **Exhibit A** attached hereto and made a part hereof by this reference for all purposes (herein collectively, the "Leased Premises"). For complete terms and provisions of said Lease, reference is here made to same to incorporate them into this Memorandum of Lease the same as if set forth herein in its entirety.

Presented below are certain provisions of the Lease. All other terms, conditions and provisions of the Lease are incorporated herein by this reference.

1. Address of Landlord: 2115 W. Pike Blvd., Weslaco, Texas 78596.
2. Address of Tenant: 4651 Salisbury Road, Suite 418, Jacksonville, Florida 32256.
3. Term: The Primary Term of the Lease commences on the Tenant Effective Date (as defined in the Lease) and ends [5 years] thereafter. Subject to the provisions of the Lease, the Lease may be renewed for two additional terms of five years each.
4. Purchase Option: Tenant has the right to purchase the Leased Premises, exercisable as provided in the Lease Agreement.

This Memorandum of Lease shall serve as notice to third parties that Landlord and Tenant have executed the Lease. The provisions of the Lease: (a) are binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, administrators, executors, successors and assigns, and (b) run with the land and are binding upon and inure to the benefit of the respective owners from time to time of the Leased Premises, as the case may be.

Nothing contained in this Memorandum of Lease shall be deemed or construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms, provisions or conditions of the Lease and in the event the terms of this Memorandum of Lease and the Lease conflict, the terms of the Lease shall control.

This Memorandum of Lease may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Remainder of page intentionally left blank.)

Exhibit "G"

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be duly executed on the dates of the respective acknowledgments set forth below to be EFFECTIVE for all purposes as of the Effective Date, for the purpose of providing record notice of the Lease.

Landlord:

IPS ENTERPRISES, INC.,
a Texas nonprofit corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Leanne Hernandez, the Co-Chief Financial Officer of IPS ENTERPRISES, INC., a Texas nonprofit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, ____.

Notary Public in and for
the State of Texas

Printed Name of Notary: _____

My Commission Expires: _____

After recording return to:

Hunton Andrews Kurth LLP
600 Travis, Suite 4200
Houston, Texas 77002
Attn: Thomas A. Sage

Exhibit "G"

Tenant:

IDEA FLORIDA, INC.,
a Florida non-profit corporation

By: _____
Name: _____
Title: _____

THE STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, the
_____ of IDEA Florida, Inc., a Florida non-profit corporation, known to me to be the person and
officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same
for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, ____.

Notary Public in and for
the State of _____

Printed Name of Notary: _____

My Commission Expires: _____

Exhibit "G"

Exhibit “A”

Exhibit “H”

DESCRIPTION OF PROPERTY

Exhibit "H"

EXHIBIT “H”

Definitions

(a) “*Adjusted Revenues*” means, for any period of calculation, the total of all operating and nonoperating revenues of the Tenant directly attributable to the Premises, including but not limited to State Revenues, federal and local funds for school lunches and other food programs, special education, and transportation, including accounts receivable and rights to receive the same plus investment and other income or loss of The Tenant for such period directly attributable to the Premises or its operations in the jurisdictional boundaries of Duval County Public Schools, Florida (the “*Limited Jurisdiction*”); provided, however, that no determination thereof shall take into account (a) any other income or revenues received by the Landlord from the operation of any other facility located within Florida but outside the Limited Jurisdiction or in any other state, (c) any gains or losses resulting from the early extinguishment of Debt or the reappraisal, reevaluation or write-up of assets, (d) gifts, grants, bequests or donations and income thereon that is not expressly dedicated for the benefit of the Facilities or the Tenant by the donor or grantor or is dedicated for a purpose inconsistent with paying principal and interest on the Loan, and (e) net unrealized gain (losses) on investments and Financial Products Agreements; provided that the Adjusted Revenues of the Premises are subject to Florida Statutes, Section 1002.33(17)(b) (2018).

(b) “*Annual Debt Service Requirements*” means, for any Fiscal Year, the principal of (and premium, if any) and interest and other debt service charges (which include for purposes hereof, any fees or premiums for any letter of credit, surety bond, policy of insurance, bond purchase agreement, or any similar credit or liquidity support secured in connection therewith) on all Debt of such Person coming due at maturity or stated maturity, and, for such purposes, any one or more of the following rules shall apply:

(i) Committed Take Out - if such Person has received a binding commitment, within normal commercial practice, from any bank, savings and loan association, insurance company, or similar institution to refund or purchase any of its Debt at its Stated Maturity (or, if due on demand, or payable in respect of any required purchase of such Debt by such Person, at any date on which demand may be made), then the portion of the Debt committed to be refunded or purchased shall be excluded from such calculation and the principal of (and premium, if any) and interest on the Debt incurred for such refunding or purchase that would be due in the Fiscal Year for which the calculation is being made, if incurred at the Maturity or purchase date of the Debt to be refunded or purchased, shall be added;

(ii) Pro Forma Refunding - in the case of Balloon Debt, if the Person obligated thereon shall deliver to the Lender a certificate of a nationally recognized firm of investment bankers or financial consultants dated within ninety (90) days prior to the date of delivery of such certificate to the Lender stating that financing at a stated interest rate (which shall not be less than the Bond Buyer Revenue Bond Index or, if the Bond Buyer Revenue Bond Index is unavailable, a comparable index on the date of such certificate to refund any of such Balloon Debt) with a Stated Maturity of not greater than 30 years is reasonably attainable, then for the purpose of calculating what future Annual Debt Service

Requirements will be, any installment of principal of (and premium, if any) and interest and other debt service charges on such Balloon Debt that could so be refunded shall be excluded from such calculation and the principal plus interest of the refunding debt shall be evenly allocated over the life of the refunding debt with equal principal payments plus interest deemed due each year but solely for the purpose of spreading the principal requirements for calculation of coverage;

(iii) Prefunded Payments - principal of (and premium, if any) and interest and other debt service charges on Debt, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal, premium, interest, or other debt service charges are payable from funds irrevocably deposited or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust or escrowed);

(iv) Variable Rate Debt - as to any Debt that bears interest at a variable interest rate which cannot be ascertained at the time of calculation, an interest rate equal to the greater of an annual interest rate equal to the Bond Buyer Revenue Bond Index (or, if the Bond Buyer Revenue Bond Index is unavailable, a comparable index chosen by Landlord's financial advisor) and the weighted average rate of interest borne by such Debt (or other indebtedness of comparable credit quality, maturity and purchase terms in the event that such Debt was not outstanding) during the preceding Fiscal Year (or any period of comparable length ending within 180 days) prior to the date of calculation shall be presumed to apply for all future dates and the principal shall be evenly allocated over the life of the Debt issue with an equal amount of principal deemed due each year but solely for the purpose of spreading the principal requirements for calculation of coverage;

(v) Contingent Obligations - in the case of any guarantees or other Debt described in clause (iii) of the definition of Debt, the principal of (and premium, if any) and interest and other debt service charges on such Debt for any Fiscal Year shall be deemed to be 25% of the principal of (and premium, if any) and interest and other debt service charges on the indebtedness guaranteed due in such Fiscal Year; provided, however, that if the Person that guarantees or is otherwise obligated in respect of such Debt is actually required to make any payment in respect of such Debt, the total amount payable by such Person in respect of such guarantee or other obligation in such Fiscal Year shall be included in any computation of the Annual Debt Service Requirements of such Person for such year and the amount payable by such Person in respect of such guarantee or other obligation in any future Fiscal Year shall be included in any computation of the estimated Annual Debt Service Requirements for such Fiscal Year; and

(vi) Financial Products - in the event there shall have been issued or entered into in respect of all or a portion of any Debt a Financial Products Agreement with respect to Debt, interest on such Debt shall be included in the calculation of Annual Debt Service Requirements by including for such period an amount equal to the amount payable on such Debt in such period at the rate or rates stated in such Debt plus any payments payable by such Person in respect of such Financial Products Agreement minus any payments

receivable by such Person in respect of such Financial Products Agreement, as calculated by the financial advisor to Landlord.

(a) “*Available Revenues*” means, for any period of determination thereof, the amount of excess (deficit) of Adjusted Revenues over Expenses for such period, plus any gifts, grants, requests or donations and income thereon restricted as to use by the donor or grantor for the sole purpose of paying Expenses of the Tenant, but less: (a) unrealized pledges for such period to make a donation, gift, or other charitable contribution, (b) insurance (other than business interruption) and condemnation proceeds, and (c) any gains or losses resulting from the sale, exchange or other disposition of property not in the ordinary course of business.

(b) “*Balloon Debt*” means Debt where the principal of (and premium, if any) and interest and other debt service charges on such Debt due (or payable in respect of any required purchase of such Debt by such Person on demand) in any Fiscal Year either are equal to or exceed 25% of the total principal of (any premium, if any) and interest and other debt service charges on such Debt or exceed by more than 50% the greatest amount of principal of (and premium, if any) and interest and other debt service charges on such Debt due in any preceding or succeeding Fiscal Year.

(c) “*Debt*” means all:

(i) indebtedness incurred or assumed by the Tenant, whether on a senior or subordinate basis as provided herein, for borrowed money or for the acquisition, construction or improvement of property other than goods that are acquired in the ordinary course of business of the Tenant;

(ii) lease obligations of the Tenant that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet;

(iii) all indebtedness (other than indebtedness otherwise treated as Debt hereunder) for borrowed money for the acquisition, construction or improvement of property or capitalized lease obligations guaranteed, directly or indirectly, in any manner by the Tenant, or in effect guaranteed, directly or indirectly, by the Tenant through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise; and

(iv) all indebtedness (other than items secured by any mortgage, lien, charge, encumbrance, pledge or other security interest upon property owned by the Tenant whether or not the Tenant has assumed or become liable for the payment thereof.

Exhibit “H”

For the purpose of computing “*Debt*”, there shall be excluded (A) any particular Debt if upon or prior to the Maturity thereof, there shall have been deposited with the proper depository in trust the necessary funds (or evidences of such Debt or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption or satisfaction of such Debt and (B) any Debt that is incurred pursuant to, secured under or for the benefit of any other Tenant campus described within any other loan agreement, whether parity thereunder or subordinate thereto; and thereafter such funds, evidences of Debt and investments so deposited shall not be included in any computation of the assets of the Tenant, and the income from any such deposits shall not be included in the calculation of Adjusted Revenues.

(d) “*Expenses*” means, for any period of time for which calculated, the total of all expenses incurred during such period by the Tenant for the Premises, determined in accordance with generally accepted accounting principles, other than (a) interest expense, (b) depreciation and amortization, (c) extraordinary losses resulting from the early extinguishment of debt, the sale or other disposition of assets not in the ordinary course of business or any reappraisal, revaluation or write-down of assets, and any other extraordinary losses or expenses, (d) payments under this Lease, and (e) expenditures that are customarily capitalized pursuant to generally accepted accounting principles.

(e) “*Financial Products Agreement*” means any type of financial management instrument or contract, which shall include, but not be limited to, (i) any contract known as or referred to or which performs the function of an interest rate swap agreement, currency swap agreement, forward payment conversion agreement or futures contract; (ii) any contract providing for payments based on levels of, or changes or differences in, interest rates, currency exchange rates, or stock or other indices; (iii) any contract to exchange cash flows or payments or a series of payments; (iv) any type of contract called, or designed to perform the function of, interest rate floors or caps, options, puts or calls, to hedge or minimize any type of financial risk, including, without limitation, payment, currency, rate or other financial risk forward supply agreements; and (v) any other type of contract or arrangement that the governing body of the Tenant determines is to be used, or is intended to be used, to manage or reduce the cost of debt (including but not limited to a bond insurance policy), to convert any element of debt from one form to another, to maximize or increase investment return, to minimize investment return risk or to protect against any type of financial risk or uncertainty.

(f) “*Fiscal Year*” means a 12 month fiscal period of the Tenant commencing on July 1 of any calendar year and ending on June 30 of the following year, or such other annual accounting period as the Tenant may hereafter adopt.

(g) “*Lease Payment Coverage Ratio*” means, for the Fiscal Year in question, the ratio obtained by dividing (i) Available Revenues for such Fiscal Year by (ii) (a) the combined actual lease payments due under the Lease (b) plus Annual Debt Service Requirements.

(h) “*Management Consultant*” means a consultant or firm of independent professional management consultants, or an independent school management organization, knowledgeable in the operation of public or private schools and having a favorable reputation for skill and experience in the field of public or private school management consultation and acceptable to the Lender.

Exhibit “H”

(i) “*Maturity*” when used with respect to any Debt, means the date on which the principal of such Debt becomes due and payable as therein or herein provided, whether at the Stated Maturity thereof or by declaration of acceleration, call for redemption or otherwise.

(j) “*Operating Expenses*” means all reasonable and necessary current expenses of the Tenant related solely to and arising from the operations of the Premises as a public charter school and provision of educational services related to the Premises, appearing in the budget and including without limitation (a) salaries and administrative expenses, (b) the cost of instructional supplies and materials, (c) insurance premiums, (d) payments under the Management Agreement dated January 1, 2020, between the IDEA Public Schools Inc., the Landlord, and the Tenant, and (e) professional services; provided however, there shall be excluded from Operating Expenses (i) any allowance for depreciation or amortization, (ii) expenses incurred in connection with capital improvements, (iii) expenses paid from grants from state, federal or local sources, or from any person, which were not included as part of Adjusted Revenues, (v) any payments made under this Lease and (vi) payments of debt service, and any similar rental or other payments made for the lease-purchase or financing of capital improvements.

(k) “*Opinion of Counsel*” means a written opinion of counsel, who may (except as otherwise expressly provided) be counsel to any party to the Loan Agreement, and shall be satisfactory to the Lender.

(l) “*Person*” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

(m) “*Required Liquidity Level*” means a fund balance of the Tenant equivalent to 45 days’ Operating Expenses based upon audited annual financial statements.

(n) “*Stated Maturity*,” when used with respect to any Debt or any installment of interest thereon, means the date specified in such Debt as the fixed date on which the principal of such Debt or such installment of interest is due and payable.

(o) “*State Revenues*” means for any period of time for which calculated, the total of all moneys received by the Tenant from the State of Florida for all of its charter school operations during such period, including grants and loans.

LESSEE'S CLOSING CERTIFICATE
(IDEA Florida, Inc.)

Capitalized terms utilized in the Company's Closing Certificate and not otherwise defined herein shall have the meanings assigned thereto in the Lease Agreement (the "Agreement") dated as of [January 1, 2022], by and among IDEA Florida, Inc. ("Company") and IPS Enterprises, Inc. I, the Authorized Representative of the Company, acting solely in my official capacity, hereby certify as follows:

1. Attached hereto as **Exhibit A** is a true and correct copy of the Articles of Incorporation of the Company, as amended, in effect as of the date hereof.
2. Attached hereto as **Exhibit B** is a true and correct copy of the bylaws of the Company in effect as of the date hereof.
3. Attached hereto as **Exhibit C** are true, full and correct copies of a certain resolution adopted at a meeting of the Board of Directors of the Company, duly called and held on December 16, 2021, and said resolution has not been rescinded, modified or amended and remains in full force and effect on the date hereof.
4. Attached hereto as **Exhibit D** are copies of the certificate from the Secretary of State of the State of Florida, certifying as to the corporate existence of the Company.

EXECUTED ON BEHALF OF THE BORROWER as of [January 18, 2022]

IDEA FLORIDA, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A – Articles of Incorporation
EXHIBIT B – Bylaws
EXHIBIT C – Resolution
EXHIBIT D – Certificate of Status

EXHIBIT A

Articles of Incorporation

EXHIBIT B

Bylaws

EXHIBIT C

Resolution

EXHIBIT D
Certificates of Status

FLORIDA DEPARTMENT OF EDUCATION

**\$[]
SCHOOL OF HOPE LOAN
IPS Enterprises, Inc.**

CLOSING CERTIFICATE OF THE LESSEE

Dated: [January 18, 2022]

The undersigned officer of IDEA Florida, Inc., a Florida nonprofit corporation (“Lessee”), hereby represents, warrants and certifies as follows:

1. This certificate (this “Certificate”) is made in connection with the loan in the amount of \$[] (the “Loan”) to be made by the Florida Department of Education (the “State”) to IPS Enterprises, Inc., a Texas nonprofit corporation (the “Borrower”) pursuant to that certain Loan Agreement (the “Loan Agreement”) dated as of [January 18, 2022], by and between the State and the Borrower and acknowledged by the Lessee.
2. The undersigned is the duly authorized representative of the Lessee.
3. In the course of the undersigned’s duties with Lessee, the undersigned is familiar with, or has made inquiry of those personnel of the Lessee who are in a position to be familiar with, the factual matters addressed by this Certificate.
4. The performance by the Lessee of its obligations under all documents to be executed and delivered by the Lessee on the date hereof or to which it is otherwise bound in connection with the Loan including (but not limited to) the documents and instruments listed below (collectively, the “Lessee Documents”) have been duly executed and delivered by the Lessee, in the name and on behalf of the Lessee, pursuant to and in full compliance with the authority granted by the Board of Directors of the Lessee and the Resolutions, have not been amended, modified, or rescinded as of the date hereof, will not violate or contravene, or constitute a default under, to the undersigned’s knowledge after due inquiry, any existing material contract, agreement or instrument to which Lessee is a party or by which it or its properties is otherwise subject or bound.

DOCUMENT	DATED DATE	PARTIES
Loan Agreement	[January 18, 2022]	Borrower, State and Lessee
Lease Agreement	[January 1, 2022]	Borrower and Lessee
Management Agreement	January 1, 2020	IDEA, Lessee

5. Once the charter school operated by the Lessee in connection with the Loan reaches maximum enrollment, the occupancy expense of the Lessee is not expected to exceed 15% of the revenues of the Lessee.
6. No proceeding for the dissolution, merger, consolidation or liquidation of the Lessee or for the sale or all or substantially all of its assets in a single transaction or a related series of transaction is pending or, to the knowledge of the undersigned, threatened, and no such proceeding is contemplated by the Lessee.
7. The undersigned is not aware that the consent, approval, or authorization of any person or entity or the filing of, registration with or permit by any person or entity is required for the execution, delivery or performance of the Lessee Documents which has not been obtained.
8. No consent of any party is required and has not been obtained in connection with the execution, delivery, and performance of the Lessee Documents by the Lessee in connection with the Transaction.
9. No events have occurred or failed to occur which, with the lapse of time or the giving of notice, or both, would constitute or result in default in the performance of any of the Lessee's warranties, representations or undertakings contained in any of the Lessee Documents.
10. Lessee is a nonprofit corporation duly organized and validly existing under the laws of the State of Florida. Lessee has full power and authority to engage in the business and activities conducted or proposed to be conducted by it with respect to the Project, to execute and deliver the Lessee Documents, to be bound by the terms of the Lessee Documents, to perform its obligations thereunder, including the making of payments as provided in the Lessee Documents and to execute and deliver such other documents as may be reasonably necessary to perform its obligations under the Lessee Documents.
11. Lessee has duly authorized the execution and delivery of the Lessee Documents and it has obtained all necessary consents and/or approvals to carry out its obligations under the same and by doing so is not in violation of or in default under (i) any of the terms or provisions of its articles of incorporation or bylaws, or any indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it or its properties are bound, or to which it or any of its assets are subject, or (ii) to the best of its knowledge, any constitutional or statutory provision or order, rule, regulation, decree, or ordinance of any court, government, or governmental body to which Lessee or any of its properties, in any material respect, is subject, wherein a default or violation of any of the above in (i) or (ii) would adversely affect the transactions contemplated by or the validity of the Lessee Documents; and the execution and delivery of the Lessee Documents and compliance with the terms, conditions and provisions of the Lessee Documents will not conflict with, result in the breach of, or constitute a default under any of the foregoing.
12. All consents, approvals, authorizations, or orders of, notices to, or filings, registrations, or declarations with, any court or governmental authority, board, agency, commission, or

body having jurisdiction which are required on behalf of the Lessee for the execution and delivery by the Lessee of the Lessee Documents or the consummation by the Lessee of the transactions contemplated thereby have been obtained.

13. There is no default by the Lessee in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument or agreement under and subject to which any indebtedness for borrowed money has been incurred; no event has occurred and is continuing under the provisions of any such instrument or agreement which with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder.
14. Lessee is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental agency, which default would have consequences that would have a material adverse effect upon the transactions contemplated by the Lessee Documents or the financial condition or operations of the Lessee, or in breach or default under any agreement or instrument to which Lessee is a party or by which Lessee or any of its property is bound where such breach or default would have a material adverse effect on the financial condition or operations of the Lessee, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such an event of default under any such instrument;
15. The representations and warranties of the Lessee contained herein and in the Lessee Documents are true and accurate on and as of the date hereof. Lessee has complied or is presently in compliance with agreements and satisfied all conditions on its part to be observed or satisfied under the Lessee Documents at or prior to the date hereof.
16. All signatures on the Lessee Documents, records and certificates are genuine and all persons executing such Lessee Documents, records and certificates are, at the date of execution, duly elected, qualified and acting incumbents of the respective positions attributed to them in the Lessee Documents, records and certificates.
17. The resolution of the board of directors of the Lessee, duly adopted on December 16, 2021 (the "Resolution") attached hereto as **Exhibit A**, and such other resolutions as deemed necessary or desirable in connection with the Loan, have not been amended, modified or rescinded and are effective as of the date hereof.
18. The Articles of Incorporation and Bylaws of the Lessee attached hereto as **Exhibit B** are true, correct, complete and in full force and effect as of this date without further amendment and no proceedings for the liquidation or dissolution of the Lessee have been instituted or are pending or to the best of the Lessee's knowledge threatened.
19. Attached hereto as **Exhibit C** is the Certificate of Status of the Lessee from the Secretary of State, which standing has not been revoked as of the date hereof and no proceedings have been instituted or, to the knowledge of the Lessee, are threatened which would jeopardize the standing of the Lessee as set forth in such Good Standing Certificate.

20. The representations and warranties made by the Lessee in the Lessee Documents are true and correct in all material respects as of the date hereof.
21. Lessee is not in default in the performance of any of the covenants, agreements or provisions contained in the Lessee Documents and applicable to the Lessee.
22. There is no litigation or proceeding pending, or to the Lessee's knowledge, overtly threatened, challenging the validity of the Lessee Documents or seeking to restrain or enjoin the transactions contemplated by the Lessee Documents, or the performance of the Lessee's obligations thereunder, or challenging the Project and other purposes to be financed by these proceedings, or in any way contesting the corporate existence or powers of the Lessee.
23. There is no legal action, suit, proceeding, inquiry, or investigation at law or in equity, before or by any court, agency, arbitrator, public board, or body or other entity or person, pending or, to the Lessee's knowledge, overtly threatened against or affecting Lessee, nor any basis therefor, (i) which seeks to restrain or enjoin the issuance of the Loan or delivery of the Lessee Documents, or (ii) which seeks to in any way contest the organization or existence of the Lessee or the ability of the officers and directors of the Lessee to act on behalf of the Lessee, or (iii) which seeks to contest or, if determined adversely against Lessee, would have a material and adverse effect upon (A) the due performance by the Lessee of the transactions contemplated by the Lessee Documents, (B) the validity or enforceability of the Lessee Documents or any other agreement or instrument to which Lessee is a party and that is used or contemplated hereby or thereby, or (iv) wherein an unfavorable decision, ruling, or finding would have a material adverse effect upon the financial condition or operations of the Lessee. Lessee is not subject to any judgment, decree, or order entered in any lawsuit or proceeding brought against it that would have a material adverse effect upon the financial conditions or operations of the Lessee.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Closing Certificate of the Lessee on the date as first written above.

IDEA FLORIDA, INC., a Florida nonprofit corporation

By: _____

Board Chair

EXHIBIT A
RESOLUTION

EXHIBIT B
ARTICLES OF INCORPORATION & BYLAWS

EXHIBIT C
CERTIFICATE OF STATUS

Draft 12/8/2021

LOAN AGREEMENT

by and between

FLORIDA DEPARTMENT OF EDUCATION
as Lender

and

IPS ENTERPRISES, INC.
as Borrower

(Jacksonville 3 Project)

Dated as of [CLOSING DATE], 2022

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LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of [CLOSING DATE], 2022 (this “Agreement”), is between **Florida Department of Education** (the “Lender” or the “State”), and **IPS Enterprises, Inc.**, a Texas nonprofit corporation (the “Borrower”).

WITNESSETH:

WHEREAS, the Lender established the School of Hope Revolving Loan Fund Program pursuant to Section 1001.292 Florida Statutes, as amended; and

WHEREAS, IDEA Public Schools (“IDEA”) has been approved as a “Hope Operator” as defined in Section 1002.333, Florida Statutes, as amended, has designated the Borrower as its affiliated agent for purposes of entering into this Agreement and financing the Project (as hereinafter defined); and

WHEREAS, pursuant to the Management Agreement (as hereinafter defined) the Borrower will provide school management services in connection with the development and operation of charter schools to be opened and operated by IDEA Florida, Inc.; and

WHEREAS, the Borrower has requested that the Lender make a loan the Borrower for the purposes of acquiring, constructing, equipping and financing land and educational facilities located at or about Lennox Avenue and Lane Avenue in the City of Jacksonville, Duval County, Florida (collectively, the “Project”); and

WHEREAS, the Facilities (as hereinafter defined) will be leased to IDEA Florida, Inc, a Florida nonprofit corporation, pursuant to the Lease Agreement dated as of [] 2022 and by and between the Borrower, as lessor and IDEA Florida, Inc. as lessee, (“IDEA Florida” or the “Lessee”) (as the same may be amended or supplemented, collectively, the “Master Lease”); and

WHEREAS, the Lender has determined to make a loan to the Borrower in the amount of \$[] (the “Loan”); and

WHEREAS, the Loan will be secured on a subordinate basis by Pledged Revenues under the Master Indenture of Trust dated as of March 1, 2021 and as supplemented by and through Supplemental Master Indenture of Trust No. [], by and between the Borrower and Regions Bank (the “Master Trustee”) (as the same may be further amended or supplemented, collectively, the “Master Indenture”) and the Mortgage; and

WHEREAS, the Lender proposes to loan to the Borrower and the Borrower desires to borrow from the Lender the proceeds of the Loan for the purposes described above upon the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS:

ARTICLE I DEFINITIONS

All terms defined in Article I of the Master Indenture and not otherwise defined herein shall have the same meaning in this Agreement. In addition, the following terms, except where the context indicates otherwise, shall have the respective meanings set forth below:

“Accountant” means any Independent certified public accounting firm licensed to practice in the State (which may be the firm of accountants that regularly audits the books and accounts of the Borrower) from time to time selected by the Borrower and approved by the Lender.

“Act” means the 2002 Florida School Code, including Sections 1002.33, 1002.331, 1002.332 and 1002.333 of the Florida Statutes, as amended, and related regulations adopted by the State Board of Education.

“Affiliate” or *“Affiliates”* means any Person (a) directly or indirectly controlling, controlled by, or under common control with such Person; or (b) a majority of the members of the Directing Body of which are members of the Directing Body of such Person. For purposes of this definition, control means with respect to: (i) a corporation having stock, the ownership, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the directors of such corporation; (ii) a not-for-profit corporation not having stock, having the power to elect or appoint, directly or indirectly, a majority of the members of the Directing Body of such corporation; or (iii) any other entity, the power to direct the management of such entity through the ownership of at least a majority of its voting securities or the right to designate or elect at least a majority of the members of its Directing Body, by contract or otherwise. For the purposes of this definition, *“Directing Body”* means with respect to: (x) a corporation having stock, such corporation’s board of directors and owners, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the directors of such corporation (both of which groups will be considered a Directing Body); (y) a not-for-profit corporation not having stock, such corporation’s members if the members have complete discretion to elect the corporation’s directors, or the corporation’s directors if the corporation’s members do not have such discretion; or (z) any other entity, its governing body or board. For the purposes of this definition, all references to directors and members will be deemed to include all entities performing the function of directors or members however denominated.

“Agreement” or *“Loan Agreement”* means this Loan Agreement and any amendments and supplements hereto made in conformity with the requirements hereof.

“Authorized Representative” means in the case of the Borrower, the Chairman, President or the Secretary thereof and, when used with reference to the performance of any act, the discharge of any duty or the execution of any certificate or other document, any officer,

employee or other person authorized to perform such act, discharge such duty or execute such certificate or other document.

“Authorizer” means the [School Board of Duval County], Florida.

“Borrower” means IPS Enterprises, Inc., a Texas nonprofit corporation, or any surviving, resulting or transferee corporation, as provided in Section 8.02 hereof.

“Borrower Deposit Account Control Agreement” means the Deposit Account Control Agreement dated [], entered into among the Borrower, the Master Trustee and the Depository Bank, as the same may be amended or supplemented, and any other deposit account control agreement entered into by the Borrower, the Master Trustee and a Depository Bank from time to time.

“Borrower Documents” means this Agreement, the Mortgage, the Master Note, the Master Lease, the Master Indenture, the Management Agreement, the Charter School Contract, the Borrower Deposit Account Control Agreement, and each of the other agreements, certificates, contracts or instruments to be executed by the Borrower or an Affiliate thereof in connection with the Loan or the financing of a portion of the expenses associated with the Project.

“Business Day” means any day other than a Saturday or Sunday or a day on which the Federal Reserve System is closed.

“Charter School Contract” means the School of Hope Performance-Based Agreement dated as of [DATE], 202_, between the Authorizer and IDEA Florida.

“Closing Date” means [CLOSING DATE], 2022.

“Collateral” has the meaning given in the Mortgage.

“Copyright Agreement” means the Copyright License Agreement between IPS, as Licensor and the Lessee, as Licensee, to be executed no later no later than the date of final disbursement of the Loan.

“Costs of the Project” in connection with the construction, acquisition, improvement, renovation or equipping of the Project, means any cost incurred or estimated to be incurred by the Borrower which is reasonable and necessary for carrying out all works and undertakings in providing the Project for the Borrower, including the acquisition of real property and any buildings thereon, the cost of equipment and furnishings, the construction, acquisition, improvement, renovation or equipping of the Project, the cost of necessary studies, surveys, plans and specifications, architectural, engineering, legal or other special services, development, construction and reconstruction necessary or useful in connection with the Project, the reasonable cost of financing or refinancing incurred by the Borrower or the Lender in connection with the execution of this Agreement, or in the course of the construction, acquisition, improvement, renovation or equipping of the Project, including capitalized interest on amounts disbursed in stages, and the cost of such other items as may be reasonable and necessary for the

construction, acquisition, improvement, renovation and equipping of the Project as permitted under the Act.

“Default Rate” has the meaning given in the Senior Loan Documents.

“Depository Bank” has the meaning given in the Master Indenture.

“Disbursement Agreement” means the Escrow and Disbursement agreement dated [CLOSING DATE], 2022 by and among the Borrower, the Escrow Agent, the Lender and the Loan Administrator.

“Escrow Agent” means the Title Company, as the holder of the escrowed funds under the Disbursement Agreement, and its successors and assigns.

“Event of Default” means those defaults specified in Section 10.01 hereof, in Section 601 of the Master Indenture or in the Master Lease.

“Facilities” means a School of Hope to be located at [or about Lennox Avenue and Lane Avenue in the City of Jacksonville, Duval County, Florida, consisting of approximately [14.05] acres of land [and certain buildings] to be built by and owned by the Borrower and financed, in part, with the proceeds of the Loan.

“Financial Products Agreement” has the meaning given in the Master Indenture.

“Fiscal Year” means the Borrower’s fiscal year, which currently begins on July 1 and ends on June 30 of each calendar year.

“Generally Accepted Accounting Principles” means those accounting principles applicable in the preparation of financial statements of the Borrower, as promulgated by the Financial Accounting Standards Board or such other body recognized as authoritative by the American Institute of Certified Public Accountants.

“Idea Florida Deposit Account Control Agreement” means the Amended and Restated Deposit Account Control Agreement dated [CLOSING DATE], 2022 entered into among the Lessee, the Master Trustee and the Depository Bank, as the same may be amended or supplemented, and any other deposit account control agreement entered into by the Lessee, the Master Trustee and a Depository Bank from time to time.

“Indebtedness” means “Debt,” as such term is defined in the Master Indenture.

“Independent” means a Person who is not a member of the governing body of IDEA, the Borrower, the Lessee or any Affiliate of an of the foregoing or an officer or employee of IDEA, the Borrower, the Lessee or any Affiliate any of the foregoing.

“Insurance Consultant” means an Independent insurance consultant and/or risk management firm or an insurance broker or an insurance agent (which may be a consultant, firm, broker or agent with whom the Borrower or the Lender regularly transacts business) selected by the Borrower an acceptable to the Lender.

“Interest Payment Date” means the first day of each month, commencing [DATE], 202_.

“Lease Payment Coverage Ratio” has the meaning given in the Master Lease.

“Lender Indemnified Party” or *“Lender Indemnified Parties”* means the Lender, its past, present, and future directors, officers, counsel, advisors, and agents, and the Loan Administrator, its past, present, and future directors, officers, counsel, employees, and agents, individually and collectively.

“Lessee Documents” means the Master Lease, the Management Agreement, the Copyright Agreement, the Trademark Agreement, the IDEA Florida Deposit Account Control Agreement and each of the other agreements, certificates, contracts or instruments to be executed by the Lessee in connection with the Loan, the Master Lease or the financing of any expenses associated with the Project.

“Liabilities” means any causes of action (whether in contract, tort or otherwise), claims, costs, damages, demands, judgments, liabilities, losses, suits and expenses (including, without limitation, reasonable costs of investigation, and attorney’s fees and expenses) of every kind, character and nature whatsoever.

“Lien” means any mortgage or pledge of, security interest in, or lien or encumbrance on, any property which secures any Indebtedness or other obligation of the Borrower or which secures any obligation of any Person other than an obligation to the Borrower excluding liens applicable to property in which the Borrower has only a leasehold interest unless the lien secures Indebtedness.

“Loan” means, collectively, all loan installments by the Lender to the Borrower pursuant to this Agreement.

“Loan Administrator” means Building Hope Finance, a District of Columbia not for profit corporation.

“Loan Administrator Fee” means a one-time fee to paid to the Loan Administrator on the Closing Date equal to one percent of the principal amount of the Loan.

“Loan Payments” means those payments required to be paid by the Borrower pursuant to Section 5.01 hereof.

“Management Agreement” means the Management Services Agreement among IDEA, the Borrower and IDEA Florida dated as of [DATE], 202_.

“Master Indenture” means, the Master Trust Indenture and Security Agreement dated as of March 1, 2021 by and between the Borrower and the Master Trustee, as the same may be amended and supplemented.

[*“Master Lease”* means]

“*Master Note*” or “*Note*” means the Master Indenture Note No. [], executed by the Borrower in the aggregate principal amount of \$[] , to evidence the Borrower’s repayment obligation on the Loan, together with any renewals and extensions thereof, a form of which is attached hereto as Exhibit A.

“*Master Noteholders*” means, collectively, all holders of Master Notes issued under the Master Indenture.

“*Master Trustee*” means Regions Bank, designated as master trustee under the Master Indenture, or any successor corporate trustee.

“*Material Event of Default*” has the meaning set forth in the Master Indenture.

“*Maturity Date*” has the meaning set forth in Section 3.01 hereof.

“*Mortgage*” means the Second Lien Mortgage and Security Agreement with Assignment of Rents and Leases dated [CLOSING DATE], 2022 including approved modifications thereto, between the Borrower, as Mortgagor, and the Master Trustee, as Mortgagee, executed in connection with the Loan.

“*Net Proceeds*” means, when used with respect to any insurance payment or condemnation award, the gross proceeds thereof less the expenses (including attorneys’ fees) incurred in the collection of such gross proceeds.

“*Operating Expenses*” means fees and expenses of the Borrower incurred with respect to the Facilities, including maintenance, repair expenses, utility expenses, administrative and legal expenses, miscellaneous operating expenses, advertising costs, payroll expenses (including taxes), the cost of material and supplies used for current operations of the Borrower, the cost of vehicles, equipment leases and service contracts, taxes upon the operations of the Borrower not otherwise mentioned herein, charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred in accordance with Generally Accepted Accounting Principles, all in such amounts as reasonably determined by the Borrower; provided, however, “*Operating Expenses*” shall not include depreciation, amortization, expenses or other non-cash expenses nor those expenses which are actually paid from any revenues of the Borrower which are not Pledged Revenues,

“*Opinion of Counsel*” means an opinion in writing of legal counsel, who may be counsel to the Lender, the Loan Administrator or the Borrower.

“*Permitted Encumbrances*” means, as of any particular time, those items described on Exhibit D attached to the Mortgage and any of the following:

- (a) Liens for taxes and special assessments on the Facilities not then delinquent;
- (b) the Mortgage;
- (c) purchase money security interests with respect to any item of equipment related to the Facilities;

(d) utility, access, and other easements and rights-of-way, mineral rights and reservations, restrictions and exceptions which would not in the aggregate (i) materially interfere with or impair any present use of the Facilities or any reasonably probable future use of the Facilities, or (ii) materially reduce the value which would be reasonably expected to be received for the Facilities upon any sale (including any foreclosure of the mortgage granted by the Mortgage);

(e) mechanics' and materialmen's Liens related to the Facilities when payment of the related bill is not overdue and as may be contested as permitted by this Agreement;

(f) mechanics' and materialmen's Liens, security interests or other encumbrances related to the Facilities to the extent permitted in Section 6.01 hereof;

(g) judgment liens against the Borrower so long as such judgment is being contested and execution thereon is stayed or while the period for responsive pleading has not lapsed;

(h) (i) rights reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license or permit, or provision of law, affecting the Facilities, to (A) terminate such right, power, franchise, grant, license or permit, provided that the exercise of such right would not materially impair the use of the Facilities or materially and adversely affect the value thereof, or (B) purchase, condemn, appropriate, or recapture, or designate a purchaser of, the Facilities; (ii) Liens on the Facilities for taxes, assessments, levies, fees, water and sewer charges, and other governmental and similar charges not yet due or delinquent; (iii) easements, rights-of-way, servitudes, restrictions and other minor defects, encumbrances and irregularities in the title to the Facilities which do not materially impair the use of the Facilities or materially and adversely affect the value thereof; or (iv) rights reserved to or vested in any municipality or public authority to control or regulate the Facilities or to use the Facilities in any manner, which rights do not materially impair the use of the Facilities or materially and adversely affect the value thereof;

(i) Liens and any other restrictions, exceptions, leases, easements or encumbrances which are existing the Closing Date, provided that no such Lien (or the amount of Indebtedness secured thereby), restriction, exception, lease, easement or encumbrance may be increased, extended, renewed or modified to apply to the Facilities not subject to such Lien on such date, unless such Lien as so extended, renewed or modified would otherwise qualify as a Permitted Encumbrance hereunder or is otherwise permitted pursuant to Section 8.12 hereof;

(j) Liens on the Facilities or the Pledged Revenues or any Indebtedness which meets the conditions described in Section 8.12 of this Agreement;

(k) Liens on the Facilities or the Pledged Revenues or any Indebtedness which meets the conditions described in the Master Trust Indenture; and

(l) Liens on the Facilities and the Pledged Revenues (subordinate to the Mortgage) to secure payment of Indebtedness subordinate to the obligations of the Borrower under Section 8.12 of this Agreement.

“*Person*” includes an individual, association, corporation, partnership, limited liability company, joint venture, any entity or a government or an agency or a political subdivision thereof.

“*Phase I Report*” means the Phase I Environmental Site Assessment prepared by Professional Service Industries, Inc. in connection with the Facilities, dated [DATE].

“*Pledged Revenues*” has the meaning given in the Master Indenture.

“*Principal Payment Date*” means, each February 1 and August 1, commencing [DATE].

“*Project*” has the meaning given in the recitals to this Agreement.

“*Property*” has the meaning given in the Mortgage.

“*Protective Advance*” means any advance made for the payment of customary, reasonable and necessary “out-of-pocket” costs and expenses, including attorneys’ fees and expenses and fees of real estate brokers, paid or to be paid, as the context requires, by the Lender or the Loan Administrator in connection with the servicing of the Loan, after a default, delinquency or other unanticipated event has occurred or is reasonably foreseeable, including (i) any such costs and expenses associated with (A) the preservation, insurance, restoration, protection and management of the Facilities, including the cost of any insurance policy obtained by the Lender or the Loan Administrator, which policy is designed to provide insurance coverage in the event that one or more insurance policies, required to be obtained or maintained by the Borrower or Lessee lapses, is cancelled, is inadequate or is not in force, (B) real estate taxes, (C) obtaining any insurance and condemnation proceeds (net of expenses of collection) paid under any insurance policy or title insurance policy or in connection with the full or partial condemnation of the Facilities, in either case, to the extent such proceeds are not applied to the restoration of the Facilities, (D) obtaining any liquidation proceeds received, net of expenses, in connection with (1) the liquidation of the Facilities, Property or other Collateral, through foreclosure sale, or otherwise, exclusive of any portion thereof required to be released to the Borrower or Lessee or (2) the realization upon any deficiency judgment obtained against the Borrower in respect of the Loan, (E) any enforcement or judicial proceedings with respect to the Loan, including foreclosures and similar proceedings, (F) any expenses to cure or prevent any default with respect to the Senior Debt, (G) obtaining any appraisal or environmental report required to be obtained in connection with the servicing of the Loan, and (H) UCC filings (to the extent that the costs thereof are not reimbursed by the related Borrower), (ii) the reasonable and direct out-of-pocket travel expenses incurred by the Loan Administrator in connection with performing inspections at the Facilities.

“*Real Property*” has the meaning given in the Mortgage.

“*Required Liquidity Level*” has the meaning given in the Master Lease.

“Revocation Default” means (i) the occurrence of any actual revocation, suspension termination, probation, restriction, limitation, forfeiture of or refusal to renew the Charter School Contract or charter school status of the School, or (ii) the issuance of any order, notice or directive by any granting authority or any court or agency having jurisdiction, and as a result of such order, notice or directive, the School stops receiving any payments with respect to its operation of a charter school at the Facilities.

“School” means the charter school campus operated by the Lessee pursuant to the Charter School Contract.

“Senior Debt” has the meaning given in the Master Indenture.

“Senior Lender” means CLI Capital, a Texas real estate investment trust.

“Senior Loan Documents” means the Loan Agreement dated as of [CLOSING DATE], 2022 between the Borrower and the Senior Lender, the Mortgage dated as of [CLOSING DATE], 2022 between the Borrower and the Senior Lender, the Real Estate Lien Note from the Borrower to the Senior Lender, and all agreements and documents executed and or delivered pursuant thereto.

“State” means the State of Florida.

“Subordinate Debt” has the meaning given in the Master Indenture.

“Title Company” means initially, First American Title Insurance Company, and its successors, affiliates or assigns.

“Title Policy” means an ALTA extended coverage lender’s policy of title insurance in a form acceptable to the Lender and Loan Administrator.

“Trademark Agreement” means the Trademark License Agreement between IPS, as Licensor and the Lessee as, Licensee, to be executed no later than the date of the final disbursement of the Loan.

“Trust Estate” has the meaning given in the Master Indenture.

ARTICLE II REPRESENTATIONS

Section 2.01. Representations by the Borrower. The Borrower represents, warrants and covenants that:

(a) It is duly organized and validly existing as a Texas nonprofit corporation and is authorized to do business in the State and in the State of Texas and in good standing under the laws of the State and the State of Texas, it will maintain, extend and renew its corporate existence under the laws of the State and the State of Texas and it will not do, suffer or permit any act or thing to be done whereby its right to transact its functions might or could be terminated or its activities restricted.

(b) IDEA is a “Hope Operator” as defined in Section 1002.333 Florida Statutes, as amended and is the sole member of the Borrower. IDEA has designated the Borrower as its affiliated agent to borrow from the State and to enter into this Agreement. The board of directors of IDEA serves as the Board of the Borrower. IDEA and the Borrower have entered into the Management Agreement with IDEA Florida to operate the Schools of Hope charter schools in Jacksonville.

(c) The Borrower is organized and operated for the purpose and with the specific power to benefit, perform the functions of, and carry out the purposes of IDEA and other charter schools and educational organizations located in Texas, Louisiana, Florida and Ohio in order to promote education consistent with the IDEA model, facilitate charter school campus development projects and facilitating the attainment of higher education by providing college tuition assistance for charter school graduates. The Borrower has been duly authorized to execute each of the Borrower Documents and consummate all of the transactions contemplated thereby, and the execution, delivery, and performance of the Borrower Documents will not conflict with or constitute a breach of or default by the Borrower under any other instrument or agreement to which the Borrower is a party or by which its property is bound.

(d) There does not exist any default or event of default or violation by the Borrower of or under any of the terms, conditions or obligations of: (i) its articles or certificate of organization and operating agreement, or its other organizational documents, as applicable; (ii) any indenture, mortgage, deed of trust, franchise, permit, contract, agreement or other instrument to which it is a party or by which is bound; or (iii) to the Borrower’s knowledge, any law, ordinance, regulation, ruling, order, injunction, decree, condition or other requirement applicable to or imposed upon it by any law, the action of any court or any governmental authority or agency and the Borrower’s execution, delivery, and performance of the Borrower Documents shall not constitute a violation of any order, ruling, or regulation of any court or governmental authority or agency having jurisdiction over the Borrower.

(e) There are no pending or threatened actions, suits, or proceedings of any type whatsoever affecting the Borrower, the Borrower’s property, or the Borrower’s ability to execute, deliver, and perform with respect to any of the Borrower Documents.

(f) Neither the representations of the Borrower contained in the Borrower Documents nor any oral or written statement, furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading. There are no facts that the Borrower has not disclosed to the Lender or the Loan Administrator in writing that materially and adversely affect or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Borrower Documents or any documents or transactions contemplated hereby or thereby.

(g) The federal employer identification number of the Borrower is 84-4633153. The Borrower has filed, or will file when due, all returns and reports that are required to be filed by it in connection with any federal, State, State of Texas, local tax, duty or charge levied, assess or imposed upon it or its property or withheld by it, including income, unemployment, social security and similar taxes and all of such taxes shall be timely paid.

(h) The use of the Facilities, as it is proposed to be operated, complies or will comply with all presently applicable or future zoning, development, pollution control, water conservation, environmental, and other laws, regulations, rules, and ordinances of the federal government and the State and the respective agencies thereof and the political subdivisions in which the Facilities are located.

(i) The Borrower has obtained, or will obtain before they are required, all necessary approvals of and licenses, permits, consents, and franchises from federal, State, county, municipal, or other governmental authorities having jurisdiction over the Facilities to acquire, construct, improve, equip, and operate the Facilities, and to enter into, execute, and perform its obligations under this Agreement and the other Borrower Documents. The Borrower owns or is licensed to use, if any, all patents, patent rights, trademarks, trade names, service marks, copyrights, intellectual property, technology, know-how and processes necessary for the conduct of its business as currently conducted that are material to the condition, financial and otherwise, business, or operations of the Borrower.

(j) The Facilities and the use of the Facilities, as designed and as proposed to be operated or caused to be operated by the Borrower, and when constructed and improved in accordance with such design, meet or will meet all material requirements of law, including requirements of any federal, State, county, city or other governmental authority having jurisdiction over the Facilities or its use and operation. The Facilities, when completed, will have a capacity for 1536 student stations, consisting of 696 elementary school stations, 360 middle school stations and 480 high school stations, with a total cost for all student stations as calculated in accordance with Florida Statutes 1001.292 and 1013.64(6)(b).

(k) There has been no material adverse change in the financial condition, prospects, or business affairs of the Borrower or the feasibility or physical condition of the Facilities subsequent to the date on which the Lender approved the issuance of the Loan.

(l) The Borrower (i) understands the nature of the structure of the transactions related to the financing of the Project; (ii) is familiar with all the provisions of the documents and instruments related to such financing to which the Borrower or the Lender is a party or which the Borrower is a beneficiary; (iii) understands the risk inherent in such transactions, including, without limitation, the risk of loss of the Facilities; and (iv) has not relied on the Lender or the Loan Administrator for any guidance or expertise in analyzing the financial consequences of such financing transactions or otherwise relied

on the Lender or Loan Administrator in any manner, except with respect to the Lender, to fund the Loan.

(m) Subsequent to Closing Date and prior to the execution and recordation by the Borrower of the Mortgage, the Borrower will not grant any Liens on the Project or the Pledged Revenues (other than the lien against the Pledged Revenues effected by this Agreement and Permitted Encumbrances).

(n) Upon the execution by the Borrower of the Mortgage and its subsequent recording, and upon the filing of UCC-1 financing statements or amendments thereto, the Master Trustee will have a valid first Lien on the Real Property and the Collateral and a valid security interest in the personal property subject to no Liens, charges or encumbrances other than the Permitted Encumbrances. The Borrower has good and indefeasible title to all of its assets, including the Facilities, subject to no Liens, charges or encumbrances other than Permitted Encumbrances.

(o) As of the date of this Agreement, the Borrower is an organization organized and operated: (a) exclusively for charitable purposes; (b) not for pecuniary profit; and (c) no part of the net earnings of which inure to the benefit of any person, private stockholder or individual, all within the meaning, respectively, of the Securities Act of 1933, as amended, and of the Securities Exchange Act of 1934, as amended; the Borrower agrees that it shall not perform any act nor enter into any agreement which shall change such status as set forth in this paragraph. No part of the proceeds of the Loan will be used for “purchasing” or carrying any margin stock within the respective meanings of each of the quoted terms under Regulation U of the Board of Governors of the Federal Reserve System as now and from time to time in effect or for any purpose which violates the provision of the Regulations of such Board of Governors.

(p) As of the date of this Agreement, and after giving effect to the transactions contemplated hereby and by the Senior Loan Documents (i) the aggregate value of the Borrower’s assets exceeds its liabilities (including contingent subordinated, unmatured and unliquidated liabilities); (ii) the Borrower has sufficient cash flow to enable it to pay its debts as they become due; and (iii) the Borrower does not have unreasonably small capital for the business in which it is engaged.

(q) Each employee benefit plan as to which the Borrower may have any liability complies in all material respects with all applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended from time to time, “**ERISA**”), including minimum funding requirements, and (i) no Prohibited Transaction (as defined under ERISA) has occurred with respect to any such plan; (ii) no Reportable Event (as defined under Section 4043 of ERISA) has occurred with respect to any such plan which would cause the Pension Benefit Guaranty Corporation to institute proceedings under Section 4042 of ERISA; (iii) the Borrower has not withdrawn from any such plan or initiated steps to do so; and (iv) no steps have been taken to terminate any such plan.

(r) The Borrower covenants that substantial completion of the construction of the Project shall occur no later than [DATE], 202_.

Section 2.02. Representations by the Lessee. The Lessee represents and covenants that:

(a) It is duly organized and validly existing as a Florida nonprofit corporation and operates or will operate four Schools of Hope charter schools in Duval County. It is in good standing under the laws of the State, it will maintain, extend and renew its corporate existence under the laws of the State, and it will not do, suffer or permit any act or thing to be done whereby its right to transact its functions might or could be terminated or its activities restricted.

(b) IDEA Florida has entered into the Management Agreement with IDEA and the Borrower, pursuant to which IDEA has engaged the Borrower for purposes of performing certain educational and management services, as outlined therein, necessary for the ongoing operations of charter schools in Florida, consistent with applicable State law and industry standards.

(c) The Lessee is organized and operated for the purpose and with the specific power to establish and operate one or more charter schools, the Lessee has been duly authorized to execute each of the Lessee Documents and consummate all of the transactions contemplated thereby, and the execution, delivery, and performance of the Lessee Documents will not conflict with or constitute a breach of or default by the Lessee under any other instrument or agreement to which the Lessee is a party or by which its property is bound.

(d) There does not exist any default or event of default or violation by the Lessee of or under any of the terms, conditions or obligations of: (i) its articles or certificate of organization and operating agreement, or its other organizational documents, as applicable; (ii) any indenture, mortgage, deed of trust, franchise, permit, contract, agreement or other instrument to which it is a party or by which is bound; or (iii) to the Lessee's knowledge, any law, ordinance, regulation, ruling, order, injunction, decree, condition or other requirement applicable to or imposed upon it by any law, the action of any court or any governmental authority or agency and the Lessee's execution, delivery, and performance of the Lessee Documents shall not constitute a violation of any order, ruling, or regulation of any court or governmental authority or agency having jurisdiction over the Lessee.

(e) There are no pending or threatened actions, suits, or proceedings of any type whatsoever affecting the Lessee, the Lessee's property, or the Lessee's ability to execute, deliver, and perform with respect to any of the Lessee Documents.

(f) Neither the representations of the Lessee contained in the Lessee Documents nor any oral or written statement, furnished by or on behalf of the Lessee to the Lender or the Loan Administrator in connection with the transactions contemplated hereby, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading. There are no facts that the Lessee has not disclosed to the Lender or the Loan Administrator writing that materially and adversely affect or in the future may (so far as the Lessee can now

reasonably foresee) materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of the Lessee, or the ability of the Lessee to perform its obligations under the Lessee Documents or any documents or transactions contemplated hereby or thereby.

(g) The federal employer identification number of the Lessee is [84-3519271]. The Lessee has filed, or will file when due, all returns and reports that are required to be filed by it in connection with any federal, State, or local tax, duty or charge levied, assess or imposed upon it or its property or withheld by it, including income, unemployment, social security and similar taxes and all of such taxes shall be timely paid.

(h) The Lessee will comply with the Charter School Contract in all material respects and will take all reasonable action to maintain, extend and renew the Charter School Contract and to maintain its charter school status so long as any amounts under this Agreement are due and payable.

(i) The Lessee has obtained, or will obtain before they are required, all necessary approvals of and licenses, permits, consents, and franchises from federal, State, county, municipal, or other governmental authorities having jurisdiction over the Facilities to acquire, construct, improve, equip, and operate the Facilities, and to enter into, execute, and perform its obligations under this Agreement and the other Lessee Documents. The Lessee owns or is licensed to use, if any, all patents, patent rights, trademarks, trade names, service marks, copyrights, intellectual property, technology, know-how and processes necessary for the conduct of its business as currently conducted that are material to the condition, financial and otherwise, business, or operations of the Lessee.

(j) The Facilities and the use of the Facilities, as designed and as proposed to be operated or caused to be operated by the Lessee, and when constructed and improved in accordance with such design, meet or will meet all material requirements of law, including requirements of any federal, State, county, city or other governmental authority having jurisdiction over the Facilities or its use and operation.

(k) There has been no material adverse change in the financial condition, prospects, or business affairs of the Lessee or the feasibility or physical condition of the Facilities subsequent to the date on which the Lender granted its resolution approving the issuance of the Loan.

(l) The Lessee (i) understands the nature of the structure of the transactions related to the financing of the Project; (ii) is familiar with all the provisions of the documents and instruments related to such financing to which the Lessee or the Lender is a party or which the Lessee is a beneficiary; (iii) understands the risk inherent in such transactions, including, without limitation, the risk of loss of the Facilities; and (iv) has not relied on the Lender or the Loan Administrator for any guidance or expertise in analyzing the financial consequences of such financing transactions or otherwise relied on the Lender or the Loan Administrator in any manner, except with respect to the Lender, to fund the Loan.

(m) As of the date of this Agreement, and after giving effect to the transactions contemplated hereby and by the Senior Loan Documents (i) the aggregate value of the Lessee's assets exceeds its liabilities (including contingent subordinated, unmatured and unliquidated liabilities); (ii) the Lessee has sufficient cash flow to enable it to pay its debts as they become due; and (iii) the Lessee does not have unreasonably small capital for the business in which it is engaged.

(n) Each employee benefit plan as to which the Lessee may have any liability complies in all material respects with all applicable provisions ERISA, including minimum funding requirements, and (i) no Prohibited Transaction (as defined under ERISA) has occurred with respect to any such plan; (ii) no Reportable Event (as defined under Section 4043 of ERISA) has occurred with respect to any such plan which would cause the Pension Benefit Guaranty Corporation to institute proceedings under Section 4042 of ERISA; (iii) the Lessee has not withdrawn from any such plan or initiated steps to do so; and (iv) no steps have been taken to terminate any such plan.

Section 2.03. Borrower's Covenant to Cause Lessee to Comply with Charter School Laws. The Borrower covenants to cause the Lessee to comply fully and in all respects with the provisions of the Act for the term of this Agreement.

Section 2.04. Environmental Matters. The Borrower does hereby represent and warrant to the Lender that:

(a) Except as set forth in the Phase I Report, the Borrower has not been informed of, nor does the Borrower have any knowledge of (i) the presence of any Hazardous Substances (as defined below) on any of the Facilities, or (ii) any spills, releases, threatened releases, discharges or disposals of Hazardous Substances that have occurred or are presently occurring on or onto any of the Facilities or any properties adjacent to any of the Facilities, or (iii) any spills or disposals of Hazardous Substances that have occurred or are presently occurring on any other properties as a result of any construction on or operation and use of the Facilities.

(b) In connection with the construction on or operation and use of any of the Facilities, the Borrower has no knowledge of any failure to comply with any applicable local, state or federal environmental laws, regulations, ordinances and administrative and judicial orders relating to the generation, treatment, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substances.

(c) The Borrower has not given any release or waiver of liability that would impair any claim based upon Hazardous Substances to a previous owner of any of the Facilities or to any party who may be potentially responsible for the presence of Hazardous Substances thereon nor has it made promises of indemnification regarding Hazardous Substances on or associated with any of the Facilities to any person other than the Lender Indemnified Parties.

(d) In the event that the Borrower becomes aware of the release of any Hazardous Substances on, or other environmental condition, problem or liability with

respect to, any of the Facilities, the Borrower agrees to promptly notify the Lender and the Loan Administrator in writing of such condition. The Borrower further agrees to take actions to investigate and clean up the release of any Hazardous Substances on, or other environmental condition, problem or liability affecting, any of the Facilities, promptly after the Borrower becomes aware of any such condition and to keep the Lender and the Loan Administrator advised of all such actions taken by the Borrower.

(e) As used in this Section, “Hazardous Substances” shall mean any substance or material at the level defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic chemical, a hazardous, toxic or radioactive substance, petroleum or other similar term, by any federal, State or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time, including, but not limited to, the following statutes: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the federal Hazardous Materials Transportation Law, 49 U.S.C. §§ 5101 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq. and the Clean Air Act, 42 U.S.C. §§ 7401 et seq.

(f) The representations and warranties set forth in this Section 2.04 shall survive the expiration or termination of the Borrower Documents, the payment of the Loan, and the discharge of any obligations owed by the parties to each other and will survive any transfer of title to the Facilities, whether by foreclosure, or otherwise and shall not be affected by any investigation by or on behalf of the Lender or any information which the Lender or Loan Administrator may have or obtain with respect thereto.

Section 2.05. Conditions Precedent to Closing Date. The obligation of the Lender to make the Loan to the Borrower shall not become effective until the date on which each of the conditions set forth on Exhibit C is satisfied as determined by, or waived by the Lender in its sole and absolute discretion.

ARTICLE III TERM OF THE AGREEMENT

Section 3.01. Term of the Loan. This Agreement shall remain in full force and effect from the Closing Date of until the Maturity Date (“Maturity Date”), which shall be, subject to any extension under Section 3.02, the earlier of: (i) the date on which all of the payments on the Master Note shall have been fully paid and all fees and expenses of the Lender accrued and to accrue through final payment of the Master Note and all other liabilities of the Borrower accrued and to accrue through final payment of the Master Note under this Agreement have been fully paid, (ii) the date on which the Senior Debt related to the Facilities has matured or been refinanced with long-term, fully amortized debt, (iii) [MATURITY DATE]; or (iv) the termination date of IDEA’s status as a Hope Operator; provided, however, notwithstanding any other provision hereof (a) the indemnification provisions of Section 8.06 hereof and agreements

contained in Section 2.04 and 10.04 hereof shall survive after the termination of the term of this Agreement.

Section 3.02. Extension of the Term of the Loan. The term of this Agreement may be extended at the sole discretion of the Lender, upon delivery of a written request to the Loan Administrator for such extension at least 180 days prior to the Maturity Date; provided however, that the term of the Loan may not exceed the earlier of (i) [MATURITY DATE]; or (ii) the termination date of IDEA's status as a Hope Operator. The Loan Administrator, may, in the sole and absolute discretion of the Lender, within 60 days following receipt of such request, provide to the Borrower written notice of whether the Lender is willing to extend the term of the Loan and the proposed terms, provided that in the event the Loan Administrator shall fail to provide the Borrower with any such notice, the Lender shall be deemed to have determined not to extend the term of the Loan. Any expression of willingness to extend the term of the Loan shall be subject to the conditions subsequent, whether or not stated in any such notice, that (1) any amendments to the terms of this Agreement or any other Borrower Document or Lessee Document, or Senior Loan Document deemed necessary by the Lender are executed by the parties and (2) the credit requirements of the Lender are satisfied as of the effective date of any extension. If the Borrower agrees to the terms proposed by the Lender, the Lender shall execute such documents as shall be necessary to give effect to such terms which shall be in form and substance satisfactory to the Lender, the Loan Administrator and their respective counsel.

ARTICLE IV THE LOAN AND ACCOUNTS

Section 4.01. Loan of Proceeds. The Lender agrees, upon the terms and conditions contained in this Agreement, to lend to the Borrower an amount equal to \$[_____]. On the Closing Date, all of the proceeds of the Loan shall be disbursed by the Lender to the Loan Administrator.

Section 4.02. Disbursements of the Loan. Proceeds of the Loan on deposit with the Loan Administrator shall be deposited with the Escrow Agent and disbursed upon the conditions set forth in the Disbursement Agreement. Any additional disbursements for a Cost of the Project shall be made pursuant to a Request for Advance executed by the Borrower and approved by the Lender in the form attached as Exhibit D to the Disbursement Agreement signed by an Authorized Representative of the Borrower and otherwise meeting the requirements and conditions of the Disbursement Agreement.

Section 4.03. Title Insurance. On the date of recordation of the Mortgage or any modification thereto, the Master Trustee shall be provided with (i) an irrevocable, binding commitment to issue a standard owner's title insurance policy insuring the Borrower's interest, and (ii) an irrevocable, binding commitment to issue an extended form lender's title insurance policy insuring the Master Trustee's interest in, and Lien against, the Real Property described in the Exhibit A to the Mortgage, subject to Permitted Encumbrances, in an amount not less than the outstanding principal amount of the Loan. Each such policy shall be in the form of a standard or extended American Land Title Association Policy, as applicable. The Mortgage shall be recorded in the real property records of the applicable county and provide the Master

Trustee with a perfected first position Lien interest in the Facilities, subject to any Permitted Encumbrances.

ARTICLE V PAYMENT PROVISIONS

Section 5.01. Loan Payments and Other Amounts Payable.

(a) During the term of this Agreement the Borrower shall make payments as repayment of the Loan, as evidenced by the Master Note, until the principal of, premium, if any, and interest due thereunder shall have been paid or provision for the payment thereof shall have been made on each Interest Payment Date and each Principal Payment Date, as applicable. Principal payments shall be determined on the basis of an amortization of the then outstanding principal balance of the Master Note over a period of [amortization period to be supplied], up to the Maturity Date. Interest on amounts outstanding hereunder, as evidenced by the Master Note, will be payable monthly at a rate of []% per annum. Interest will be calculated based on the actual number of days that principal is outstanding over a year of 360 days. In no event will the rate of interest exceed the maximum rate allowed by law.

(b) During the term of this Agreement, the Borrower shall pay or provide for the payment of all taxes and assessments, general or special, concerning or in any way related to the Facilities or any part thereof, and any other governmental charges and impositions whatsoever related to the Facilities, and premiums for insurance policies maintained on the Facilities as required by this Agreement.

(c) The Borrower agrees to pay or cause to be paid to the Lender any amounts required to reimburse the Lender for any expenses incurred by the Lender, whether out-of-pocket or internal, in connection with this Agreement, the Loan, the Facilities or any other instrument or action relating to the foregoing, including fees and disbursements of attorneys of the Lender. The Borrower agrees that the payment under this Agreement shall be a net return to the Lender over and above any taxes or charges of any nature whatsoever which may currently or hereafter be imposed on the receipts of the Lender under this Agreement.

(d) The Borrower agrees to pay or cause to be paid to the Loan Administrator, the Loan Administrator Fee, and any amounts required to reimburse the Loan Administrator for any expenses incurred by the Loan Administrator, whether out-of-pocket or internal, in connection with this Agreement, the Loan, the Facilities or any other instrument or action relating to the foregoing, including fees and disbursements of attorneys of the Loan Administrator

(e) The Borrower agrees to reimburse the Lender or Loan Administrator, as applicable, for any Protective Advances paid on behalf of the Borrower by the Lender or the Loan Administrator, at such times and in such amounts, including any interest thereon, as are set forth by the Loan Administrator in a written notice to the Borrower.

(f) The payments described in (a) through (e) shall be made direct by the Borrower or by the Master Trustee on behalf of the Borrower. In the event the Borrower should fail to make or fail to cause to be made any of the payments required by this Section, the item or installment in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid, and the Borrower agrees to pay the same and, to pay interest at the Default Rate.

Section 5.02. Pledge and Assignment By Borrower. In fulfillment of its obligations hereunder, the Borrower hereby grants, bargains, sells, assigns, pledges, sets over and confirms unto the Lender to secure the payment of the Loan and the Master Note securing such Loan, and grants Lender a security interest in the following, only subordinate to the Senior Debt:

- (a) all of the assets, revenues and funds constituting the Trust Estate;
- (b) all Pledged Revenues; and
- (c) any and all other interests in real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind specifically mortgaged, pledged or hypothecated to the Trust Estate, as and for additional security by the Borrower or by anyone on its behalf.

Section 5.03. Obligations of Borrower Hereunder Unconditional. Except as provided herein, the obligations of the Borrower to make the payments required hereunder and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional. The Borrower (a) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments provided for herein, (b) will perform and observe all of its other agreements contained in this Agreement, all other Borrower Documents, and (c) except as provided in Article XI hereof, will not terminate this Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure to complete the Facilities, failure of consideration, eviction or constructive eviction, destruction of or damage to the Facilities, commercial frustration of purpose, or change in the tax or other laws or administrative rulings of or administrative actions by the United States of America, the State, the State of Texas, or any political subdivision of any of the foregoing, any failure of the Lender to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement, whether express or implied. The Borrower may at its own cost and expense and in its own name or in the name of the Lender, prosecute or defend any action or proceeding or take any other action involving third persons which the Borrower deems reasonably necessary in order to secure or protect its or its lessees' rights of possession, occupancy and use of the Facilities.

ARTICLE VI MAINTENANCE, TAXES AND INSURANCE

Section 6.01. Maintenance and Modifications of Facilities by Borrower. The Borrower agrees that during the term of this Agreement the Facilities shall be operated and maintained, in compliance with all governmental laws, building codes, ordinances, and regulations and zoning laws as shall be applicable to such Facilities, unless the same are being

contested in good faith by appropriate proceedings. The Borrower agrees that during the term of this Agreement it will at its own expense (a) keep the Facilities in as safe of a condition as required by law and (b) except to the extent the Borrower has determined that any portion of the Facilities are obsolete or not useful in its operations, keep the Facilities in good repair and in good operating condition, making from time to time all necessary repairs thereto (including external and structural repairs) and renewals and replacements thereof all of which shall be accomplished in a workmanlike manner in accordance with all applicable laws. The Borrower may dispose of portions of the Facilities that the Borrower determines to be obsolete or not useful to operations of the Facilities. The Borrower may also, at its own expense, make from time to time any additions, modifications or improvements to the Facilities it may deem desirable for its purposes that do not substantially reduce its value; provided that all such additions, modifications and improvements made by the Borrower which are affixed to the Facilities shall become a part of the Facilities and subject to the Mortgage. The Borrower will not permit the removal of any personal property from the Facilities unless such personal property is obsolete, sold for fair market value or will be replaced with personal property of an equal or greater value.

The Borrower will not permit any Liens, security interests or other encumbrances other than Permitted Encumbrances to be established or to remain against the Facilities for labor or materials furnished in connection with the Facilities or any additions, modifications, improvements, repairs, renewals or replacements made by it to the Facilities; provided that if the Borrower first notifies the Lender of its intention to do so, the Borrower may, so long as no Event of Default has occurred and is continuing, diligently prosecute, in good faith, at its own expense, a contest of any mechanics' or other Liens filed or established against the Facilities and in such event may permit the items contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Facilities or any part thereof will be subject to loss or forfeiture, in which event the Borrower shall promptly pay and cause to be satisfied and discharged all such unpaid items. The Lender will, at the expense of the Borrower, cooperate fully with the Borrower in any such contest.

Section 6.02. Taxes, Other Governmental Charges and Utility Charges. The Borrower will pay, as the same become due, (a) all taxes and governmental charges of any kind whatsoever or payments in lieu of taxes that may at any time be lawfully assessed or levied against or with respect to the Facilities or any interest therein, or any machinery, equipment, or other property installed or brought by the Borrower therein or thereon which, if not paid, will become a Lien on the Facilities or a charge on the Pledged Revenues prior to or on a parity with the charge thereon under this Agreement, (b) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Facilities and (c) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a Lien on the Facilities provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Borrower shall be obligated to pay only such installments as may have become due during the term of this Agreement.

The Borrower may, at its own expense, but only if no Event of Default (excluding the issue being contested hereunder) has occurred and is continuing, diligently prosecute and in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges contested to remain unpaid during the period

of such contest and any appeal therefrom if, in the Opinion of Counsel, the Facilities shall not be subject to loss or forfeiture. In the event that the Borrower is not able to obtain such Opinion of Counsel, such taxes, assessments or charges shall be paid promptly or secured by posting a bond with the Lender in form satisfactory to the Lender. The Lender at the expense of the Borrower shall cooperate fully with the Borrower in any such contest.

Section 6.03. Insurance Required.

(a) Throughout the term of this Agreement, the Borrower shall provide, maintain and keep in force, or cause to be provided, maintained and kept in force, the following insurance coverages related to the Facilities paying as the same become due and payable all premiums with respect thereto:

(1) A lender's title insurance policy or policies in an aggregate amount as required by Section 4.03 herein with respect to the Facilities.

(2) Insurance against loss or damage to the Facilities and all improvements therein (including, during any period of time when the Borrower is making alterations, repairs or improvements to the Facilities, improvements and betterments coverage), all subject to standard form exclusions, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State, in an amount equal to the full replacement value of the Facilities, which may be evidenced by a full replacement rider on the policy.

(3) Commercial comprehensive general liability and, if applicable, automobile liability insurance against claims arising in, on or about the Facilities, including in, on or about the sidewalks or premises adjacent to the Facilities, providing coverage limits not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.

(4) Business interruption insurance sufficient to pay not less than 12 months debt service on all Indebtedness (including debt service on the Loan) and fixed Operating Expenses for the Facilities as reasonably determined by the Borrower and its insurance carrier.

(5) Such other forms of insurance as are customary in the industry or as the Borrower is required by law to provide with respect to the Facilities, including, without limitation, any legally required worker's compensation insurance and disability benefits insurance.

(b) All the insurance coverage required by this Section may be subject to deductible clauses in such amounts as are customary for facilities of similar size, type and character within the State. On or before [DATE], 202_ and at least every three years thereafter, the Borrower shall employ (or cause to be employed), at its own expense, an Insurance Consultant to review the insurance coverage required by this Section and to render to the Lender a report as to the adequacy of such coverage and as to its recommendations, if any, for adjustments thereto. The insurance coverage required by

this Section may be reduced or otherwise adjusted by the Borrower without the consent of the Lender, provided that all coverages after such reduction or other adjustment are certified by the Insurance Consultant to be adequate and customary for facilities of like size, type and character, taking into account the availability of such insurance, the terms upon which such insurance is available, the cost of such available insurance and the effect of such terms and such cost upon the Borrower's fees, rentals and charges for the use of the Facilities.

(c) The insurance coverage required by this Section shall be increased or otherwise adjusted by the Borrower if as a result of such review the Insurance Consultant finds that the existing coverage is inadequate, taking into account the availability of such insurance, the terms upon which such insurance is available, the cost of such available insurance, and the effect of such terms and such cost upon the Borrower's costs and charges for its services. The insurance coverage required by this Section, and modification thereof permitted or required by this paragraph, shall at all times be adequate and customary for facilities of like size, type and character, and the Borrower shall request that the Insurance Consultant so certify in the report required by this Section. The Borrower shall pay any fees charged by such Insurance Consultant and any expenses incurred by the Lender.

(d) All policies maintained (or caused to be maintained) by the Borrower pursuant to this Section shall be taken out and maintained with generally recognized, responsible insurance companies rated not less than "A-" by A.M. Best, authorized in the State, which may include "captive" insurance companies or governmental insurance pools, selected by the Borrower. The insurance policies with respect to the Facilities required by this Section shall name the Master Trustee and the Borrower as insureds as their respective interests may appear (provided that with respect to insurance maintained pursuant to subsection (a)(1) of this Section and Section 4.03 herein, the Master Trustee shall also be named as a mortgagee under the terms of a standard State mortgagee loss payable endorsement), and the Master Trustee shall also be named as an additional insured on the policies with respect to the Facilities required by this Section, and, provided further that all insurance proceeds for losses with respect to the Facilities and except for worker's compensation, fidelity insurance and liability insurance, shall be paid directly to the Master Trustee. Such policies or certificates of insurance shall (i) provide that the insurer will endeavor to mail 30 days' written notice to the Lender of any amendment or cancellation prior to expiration of such policy, and (ii) be satisfactory in all other respects to the Lender.

(e) The Borrower shall deliver to the Lender (a) upon the date of issuance of the Loan, the certificate of insurance which the Borrower is then required to maintain pursuant to this Section, together with evidence as to the payment of all premiums then due thereon, (b) at least 30 days prior to the expiration of any such policies evidence as to the renewal thereof, if then required by this Section, and the payment of all premiums then due with respect thereto, and (c) promptly upon request by the Lender or the Loan Administrator, but in any case within 90 days after the end of each Fiscal Year, a certificate of an Authorized Representative of the Borrower setting forth the particulars as to all insurance policies maintained by the Borrower pursuant to this Section and

certifying that such insurance policies are in full force and effect, that such policies comply with the provisions of this Section and that all premiums then due thereon have been paid, and together with, if requested by the Lender or the Loan Administrator, certificates of insurance for such policies.

Section 6.04. Application of Net Proceeds of Insurance. The Net Proceeds of the insurance carried with respect to the Facilities pursuant to subsections (1) and (2) of Section 6.03(a) hereof shall be applied as provided in Article VII hereof. The Net Proceeds of insurance carried with respect to the Facilities pursuant to subsections (3), (4) and (5) of Section 6.03(a) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid.

ARTICLE VII DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.01. Damage, Destruction and Condemnation. In the event of a casualty or condemnation with respect to the Facilities, and so long as no Event of Default exists and is continuing, the Net Proceeds from any insurance policy or the Net Proceeds of any condemnation award resulting from such casualty or condemnation shall applied as set forth in the provisions of the Mortgage, subject to any modifications thereto in the Master Indenture.

Section 7.02. Mandatory Prepayment from Insurance or Condemnation Proceeds. If the Net Proceeds of any insurance policy or condemnation award with respect to the Facilities are in excess of \$500,000, subject to the Master Indenture, the Loan and applicable Master Note securing the Loan are subject to mandatory prepayment as a whole or in part at the principal amount thereof plus accrued interest thereon to the date of prepayment, but without premium, from the Net Proceeds, if any of the events set forth below shall occur:

(a) The Facilities shall have been damaged or destroyed in whole or in part to such extent that, as expressed in a certificate of an Authorized Representative of the Borrower filed with the Lender, (i) the Facilities cannot reasonably be restored within a period of six (6) consecutive months to the condition thereof immediately preceding such damage or destruction, (ii) the Borrower is prevented from carrying on its normal operations for a period of six (6) consecutive months, or (iii) the cost of restoration thereof would exceed the Net Proceeds of insurance carried thereon pursuant to the requirements of Section 6.03 hereof;

(b) Title to, or the temporary use for a period of six (6) months or more of, all or substantially all of the Facilities shall have been taken under the exercise of the power of eminent domain by any governmental authority, or person, firm or corporation acting under governmental authority or because of a defect in title; and

(c) As a result of any changes in the Constitution of the State or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Borrower in good faith, this Agreement shall have become void or unenforceable or

impossible of performance in accordance with the intent and purposes of the parties as expressed in this Agreement.

Section 7.03. No Change in Loan Payments; No Liens. All buildings, improvements and equipment acquired in the repair, rebuilding or restoration of the Facilities shall be deemed a part of the Facilities and shall be available for use and occupancy by the Borrower, without the payment of any payments hereunder other than the Loan Payments and other payments required to be made under this Agreement, to the same extent as if they were specifically described herein; provided that no buildings, improvements or equipment shall be acquired subject to any Lien or encumbrance other than Permitted Encumbrances.

ARTICLE VIII SPECIAL COVENANTS

Section 8.01. No Warranty of Condition or Suitability by the Lender. The Lender makes no warranty, either express or implied, as to the Facilities or that it will be suitable for the Borrower's purposes or needs or that the proceeds of the Loan will be sufficient to pay the Costs of the Project.

Section 8.02. Consolidation, Merger, Sale or Conveyance. The Borrower agrees that during the term of this Agreement it will maintain its corporate existence, will continue to be a nonprofit corporation duly qualified to do business in the States of Florida and Texas, will not merge or consolidate with, or sell or convey, all or substantially all of its interest in the Facilities to, any Person unless

(a) no Event of Default or Material Event of Default has occurred and is continuing,

(b) it first acquires the consent of the Lender to such transaction, and

(c) unless the acquirer of the interest in the Facilities or the corporation with which it shall be consolidated or the resulting corporation in the case of a merger:

(1) shall assume in writing the performance and observance of all covenants and conditions of this Agreement and prior to such merger consolidation, sale, or conveyance, the Borrower shall deliver to the Lender an Officer's Certificate to the effect that following such merger, consolidation, sale, or conveyance, the resultant entity shall continue to be in compliance with all covenants and conditions of this Agreement;

(2) shall provide the Lender with an Opinion of Counsel to the Borrower (which may be rendered in reliance upon the Opinion of Counsel to such other corporation), stating that none of the other corporations which are a party to such consolidation, merger or transfer has any pending litigation other than that arising in the ordinary course of business or, has any pending litigation which might reasonably result in a substantial adverse judgment. For the purposes of the preceding sentence, the term "substantial adverse judgment" shall mean a judgment in an amount which exceeds the insurance or reserves therefor

by a sum which is more than 2% of the aggregate net worth of the resulting, surviving or transferee corporation immediately after the consummation of such consolidation, merger or transfer and after giving effect thereto; and

(3) shall deliver to the Lender within 30 days of the close of such transaction, copies of all documents executed in connection therewith, one document of which shall include an Opinion of Counsel that all conditions herein have been satisfied and that all liabilities and obligations of the Borrower under the Borrower Documents shall become obligations of the new entity; provided, however, the Borrower shall not be released from same.

Section 8.03. Further Assurances. The Lender and the Borrower agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.

Section 8.04. Audits.

(a) The Borrower agrees that it will have its books and records audited annually, commencing with the Fiscal Year ending June 30, 2022, by an Accountant as soon as practicable after the close of such Fiscal Year, and shall furnish within 180 days after the end of such Fiscal Year to the Lender, a copy of the audit report (which report shall be prepared in accordance in accordance with Generally Accepted Accounting Principles).

(b) The Lessee agrees that it will have its books and records audited annually, commencing with the Fiscal Year ending June 30, 2022, by an Accountant as soon as practicable after the close of such Fiscal Year, and shall furnish within 180 days after the end of such Fiscal Year to the Lender, a copy of the audit report (which report shall be prepared in accordance with Generally Accepted Accounting Principles).

Section 8.05. Financial Statements; Reports; Quarterly Certificate.

(a) Maintenance of Books and Accounts. The Borrower and the Lessee agree that they will maintain proper books of records and accounts with full, true and correct entries of all of its dealings substantially in accordance with Generally Accepted Accounting Principles, and such other data and information as may reasonably be requested by the Lender from time to time of which Borrower or the Lessee, as applicable, has written notice.

(b) Financial Reports, Enrollment Reports and Charter Compliance Reporting. The Borrower shall provide to the Lender as soon as is practicable, the amount of money that the Lessee will receive from the State with respect to the School for the forthcoming school year. In the event that such information is not available by July 1 for the next succeeding school year, the Borrower shall notify the Lender in writing of such fact, which notice shall specify when the Borrower anticipates receipt of the foregoing information, and the Borrower will provide such information when it becomes available. In addition, the Borrower shall provide, or cause the Lessee to provide, to the Lender, at

the times specified below, or as soon as practicable if the timeframe or date is not otherwise specified: (i) a copy of the Lessee's annual budget with respect to School, certified by the Lessee on or before August 15 of each Fiscal Year, commencing [August 15, 2022]; (ii) on or before February 15 and August 15 of each Fiscal Year, (A) commencing [August 15, 2022] a copy of the semiannual budget for the School for such semiannual period and (B) commencing [August 15, 2022] a statement comparing actual expenditures to budgeted expenditures for the immediately preceding semiannual period, (iii) the enrollment and average daily membership data for the School, as reported to the State in each February and October, or any other reporting requirements statutorily required in the future; (iv) copies of written complaint notifications from the Authorizer, along with copies of the Lessee's responses thereto, within ten days of responding thereto; (v) notices of any meeting in which the Lessee is before Authorizer for issues of non-compliance along with the minutes of such meetings and any responses provided by the Borrower and (vi) notice of non-renewal or termination of the Charter School Contract.

(c) Lease Payment Coverage Ratio. The Borrower agrees to use all reasonable efforts to confirm Lessee's compliance with the Lease Payment Coverage Ratio set forth in Section 13.7 of the Master Lease and to ensure any necessary corrective actions prescribed therein are properly and timely implemented.

(d) Required Liquidity Level. The Borrower agrees to use all reasonable efforts to confirm Lessee's compliance with the Required Liquidity Level set forth in Section 13.8 of the Master Lease and to ensure any necessary corrective actions prescribed therein are properly and timely implemented.

(e) Maintenance of Lien Position. On or before the 60th day before the third anniversary of the Closing Date and every three (3) years thereafter, the Borrower shall provide the Lender with a certificate attaching a copy of the actual filed UCC continuation statement necessary to preserve the Lien on and security interest in the Property (as defined in the Mortgage) and the Lien on the Pledged Revenues.

(f) Quarterly Reports. Not later than 45 days following each calendar quarter, commencing with the calendar quarter ending June 30, 2022, the Lessee and the Borrower shall deliver to the Loan Administrator a report relating to each calendar quarter (the "Quarterly Report"). The Quarterly Reports initially will contain or incorporate by reference the following (information to be as of the end of the calendar quarter):

(1) The Borrower's balance sheet and the Lessee's balance sheet;

(2) For each of the Borrower and the Lessee: a separate statement of activities, showing year-to-date information and comparing year-to-date with budgeted information; and

(3) The Borrower's income statement and the Lessee's income statement.

(g) Annual Community Benefit Impact Report. The Borrower will deliver to the Lender annually, within thirty (30) days after the end of each calendar year, a community benefit impact report with respect to Borrower showing the following: (i) the number of low income students attending the school; (ii) the gender and ethnicity composition of the student population; (iii) the number of FTEs of educational staff and other staff; (iv) the percentage of students proficient in language arts and math; (v) staff turnover broken out by educational staff and other staff; (vi) the ethnicity and gender composition of the Board; (vii) student retention rate; and (viii) graduation rate, after providing 12 grades of classes.

Section 8.06. Release and Indemnification Covenants.

(a) The Borrower agrees to pay, defend, protect, indemnify, and hold each of the Lender Indemnified Parties, harmless for, from and against any and all Liabilities directly or indirectly arising from or relating to the Loan, this Agreement, the Facilities and the Mortgage and any and all Liabilities directly or indirectly arising from or relating to the Loan or any document related to the Loan, including, but not limited to, the following:

(1) Any injury to or death of any person or damage to property in or upon the Facilities or growing out of or connected with the use, non-use, condition, or occupancy of the Facilities or any part thereof;

(2) Violation of any agreement, covenant, or condition of any of the Borrower Documents;

(3) Violation of any agreement, contract, or restriction relating to the Facilities;

(4) Violation of any law, ordinance, or regulation affecting the Facilities or any part thereof or the ownership, occupancy, or use thereof;

(5) The issuance of the Loan;

(6) Any environmental condition or omission related to the Facilities;
and

(7) Any statement, information, or certificate furnished by the Borrower to the Lender or the Loan Administrator, which is misleading, untrue, incomplete, or incorrect in any respect.

(b) The Borrower also agrees to pay, defend, protect, indemnify, and hold each of the Lender Indemnified Parties harmless for, from, and against any and all Liabilities directly or indirectly arising from or relating to (i) any errors or omissions of any nature whatsoever contained in any legal proceedings or other official representation or inducement made by or to the Lender by or on behalf of the Borrower pertaining to the Loan, and (ii) any fraud or misrepresentations or omissions contained in the proceedings

of the relating to the issuance of the Loan or pertaining to the financial condition of the Borrower.

(c) Subsections (a) and (b) above are intended to provide indemnification to each Lender Indemnified Party for his or her active or passive negligence or misconduct; provided, however, nothing in subsections (a) and (b) above shall be deemed to provide indemnification to any Lender Indemnified Party with respect to any Liabilities arising from the successful allegation of fraud, gross negligence, or willful misconduct of such party.

(d) Any party entitled to indemnification hereunder shall notify the Borrower of the existence of any claim, demand, or other matter to which the Borrower's indemnification obligation applies, and shall give the Borrower a reasonable opportunity to defend the same at its own expense and with counsel satisfactory to the Lender Indemnified Party provided that the Lender Indemnified Party shall at all times also have the right to fully participate in the defense. If the Lender Indemnified Party is advised in an Opinion of Counsel that there may be legal defenses available to either of them which are different from or in addition to those available to the Borrower or if the Borrower shall, after receiving notice of the Borrower's indemnification obligation and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to employ counsel for that purpose satisfactory to the Lender Indemnified Party, the Lender Indemnified Party, shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of, and at the risk of, the Borrower.

The Borrower shall be responsible for the reasonable counsel fees, costs, and expenses of the Lender Indemnified Parties in conducting its defense.

Notwithstanding the foregoing, the Borrower shall not be considered an "Indemnified Party" for purposes of this Section.

Section 8.07. Authority of Authorized Representative of the Borrower. Whenever under the provisions of this Agreement or the Master Indenture the approval of the Borrower is required, or the Lender is required to take some action at the request of the Borrower, such approval or such request shall be made by the Authorized Representative of the Borrower unless otherwise specified in this Agreement or the Master Indenture. The Lender shall be authorized to act on any such approval or request and the Borrower shall have no complaint against the Lender as a result of any such action taken in accordance with such approval or request. The execution of any document or certificate required under the provisions of this Agreement or the Master Indenture by an Authorized Representative of the Borrower shall be on behalf of the Borrower and shall not result in any personal liability of such Authorized Representative.

Section 8.08. Right to Inspect. Following reasonable notice to the Borrower or the Lessee, as applicable, at any and all reasonable times during business hours, the Lender and the Loan Administrator, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Facilities, including all books and records of the Borrower and the Lessee (excluding records the confidentiality of which may be

protected by law), and to make such copies and memoranda from and with regard thereto as may be desired; provided, however, that they shall maintain these books and records in confidence unless required by applicable law to do otherwise and it is necessary to distribute the information to some other third party under applicable law.

Section 8.09. Lease of the Facilities. The Master Lease is expressly permitted by this Agreement. The Borrower may not subject the Facilities to any lease other than the Master Lease without the prior written consent of the Lender.

Section 8.10. Nonsectarian Use. The Lessee agrees that it will be nonsectarian in its programs, admission policies and employment practices and all other operations. The Lessee will comply with all applicable State and federal laws concerning discrimination on the basis of race, creed, color, sex, national origin, or religious belief and will respect, permit, and not interfere with the religious beliefs of persons working for the Lessee.

Section 8.11. Limitations on Incurrence of Additional Indebtedness of the Borrower. Assuming no Event of Default under any Borrower Document and no Material Event of Default has occurred and is continuing or will result from the issuance of any additional Indebtedness, the Borrower may issue one or more series of Senior Debt or Subordinate Debt in accordance with the requirements and conditions of the Master Indenture and will deliver any certificates required thereunder to the Loan Administrator simultaneously with delivery of such certificates to the Master Trustee.

Section 8.12. Limitations on Incurrence of Additional Indebtedness of the Lessee. Assuming no Event of Default under any Lessee Document has occurred and is continuing or will result from the issuance of any additional Indebtedness, the Lessee may issue additional debt in accordance with the requirements and conditions of the Master Lease and will deliver any certificates required thereunder to the Loan Administrator simultaneously with the delivery of such certificates to the Lessor, the Senior Lender and the Master Trustee.

Section 8.13. Covenant to Comply with Master Indenture. The Borrower hereby acknowledges receipt of the Master Indenture, agrees to be bound by its terms and accepts all obligations and duties imposed thereby.

Section 8.14. Subordination of Management Fees. The Borrower covenants and agrees that any fees payable to any third-party management company retained by it with respect to the management of the Facilities and/or any fees paid to any Affiliate of the Borrower or third party for central office/administrative services (such fees collectively referred to as “Manager Fee” and such management company or the provider of such services, the “Manager”) shall be subordinate to the payments due pursuant to Section 5.01 hereof and shall only be paid after all payments due pursuant to Section 5.01 hereof have been made hereunder on a monthly basis. In the event that a monthly Manager Fee payment has been made to the Manager by the Borrower and the Borrower is unable to make any payments when due hereunder in full in the same fiscal year, the Borrower shall cause the Manager to repay such Manager Fee to the Lender in an amount equal to the deficiency hereunder.

Section 8.15. Borrower Documents, Lessee Documents and Senior Loan Documents.

The Borrower, may not modify, terminate or amend any of the Borrower Documents, the Lessee Documents and Senior Loan Documents without the prior written consent of the Lender. The Lessee, agrees not to modify, terminate or amended any of the Lessee Documents without the prior written consent of the Lender

Section 8.16. Continuation of Operation in Event of Casualty. In the event of any damage to or destruction of the Facilities or any part thereof by fire, lightning, vandalism, malicious mischief and extended coverage perils, the Borrower shall make all diligent and reasonable efforts to continue operation of the Facilities in such a manner that will ensure continuation of Pledged Revenues or shall otherwise obtain other or use financing resources to continue operation of the Facilities and ensure due and timely payment of the Loan Payments.

Section 8.17. Construction Reports. The Borrower shall provide to the Lender and the Loan Administrator all reports related to construction at the Facilities at the same time such reports are be required to be delivered under the Master Indenture, the Master Lease, any construction related documents and the Senior Loan Documents.

Section 8.18. Financial Products Agreement. Neither the Borrower nor the Lessee shall enter into any Financial Products Agreement without the prior written consent of the Lender.

Section 8.19. Additional Reports.

(a) The Borrower agrees to promptly and without request provide to the Lender and the Loan Administrator any public report regarding IDEA made, delivered or provided to the Texas Education Agency by or on behalf of any conservator, monitor or board of managers appointed or assigned by the Texas Education Agency

(b) The Borrower agrees to promptly and without request make available to the Lender and the Loan Administrator and each of their representatives, any confidential report regarding IDEA made, delivered or provided to the Texas Education Agency by or on behalf of any conservator, monitor or board of managers appointed or assigned by the Texas Education Agency.

**ARTICLE IX
RESERVED**

**ARTICLE X
EVENTS OF DEFAULT AND REMEDIES**

Section 10.01. Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

(a) Failure by the Borrower to pay the Loan Payments required to be paid under Section 5.01(a) hereof and continuation thereof for a period of three Business Days.

(b) Failure to observe or perform any other covenant, agreement, contract or other provision of this Loan Agreement, the Borrower Documents or the Lessee Documents (other than as referred to in (a) of this Section) and such default shall continue for a period of 30 days after written notice to the Borrower from the Lender, specifying such default and requiring the same to be remedied; provided that, with respect to any such failure covered by this subsection (b), no Event of Default shall be deemed to have occurred so long as a course of action adequate to remedy such failure shall have been commenced within such 30-day period and shall thereafter be diligently prosecuted to completion and the failure shall be remedied thereby within 90 days of such notification.

(c) The dissolution or liquidation of the Borrower, or failure by the Borrower to promptly contest and have lifted any execution, garnishment, or attachment of such consequence as will impair its ability to meet its obligations or to make any payments under this Loan Agreement. The phrase "dissolution or liquidation of the Borrower," as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Borrower resulting either from a merger or consolidation of the Borrower into or with another domestic corporation or a dissolution or liquidation of the Borrower following a transfer of all or substantially all of its assets under the conditions permitting such actions contained in Section 8.02 hereof.

(d) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

(e) The commencement by the Borrower of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of the Borrower generally to pay its debts as such debts become due, or the taking of corporate action by the Borrower in furtherance of any of the foregoing.

(f) Any representation or warranty made by the Borrower herein or made by the Borrower in any Borrower Documents or any statement, application or certificate furnished by the Borrower to the Lender or the Loan Administrator either required hereby or in connection with the execution and delivery of this Loan Agreement and the Loan,

shall prove to have been untrue in any material respect as of the date of the issuance or making thereof.

(g) Judgment for the payment of money in excess of \$50,000.00 (which is not covered by insurance) is rendered by any court or other governmental body against the Borrower, and the Borrower does not discharge same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within 60 days from the date of entry thereof, and within said 60-day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefor as may be required under Generally Accepted Accounting Principles.

(h) A writ or warrant of attachment or any similar process shall be issued by any court against the Facilities, and such writ or warrant of attachment or any similar process is not released or bonded within 60 days after its entry.

(i) Any of Borrower's representations and warranties herein or in any of the other Borrower Documents with respect to environmental matters are false in any material respect.

(j) Any of Lessee's representations and warranties herein or in any of the other Lessee Documents with respect to environmental matters are false in any material respect.

(k) The occurrence of a Revocation Default.

(l) The occurrence of an Event of Default under any Lessee Documents or under the Senior Loan Documents.

(m) The occurrence of an Event of Default under any document relating to Indebtedness.

The foregoing provisions of subsection (b) of this Section are subject to the following limitations: If by reason of force majeure the Borrower is unable in whole or in part to carry out its agreements herein contained, other than the obligations on the part of the Borrower contained in Article V and in Sections 6.02, 6.03, and 8.06 hereof, the Borrower shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricane; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Borrower. The Borrower agrees, however, if possible, to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Borrower, and the Borrower shall not be required to make settlement of strikes, lockouts or other

industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Borrower unfavorable to the Borrower.

Section 10.02. Remedies on Default. Whenever an Event of Default referred to in Section 10.01 hereof shall have occurred and is continuing, the Lender, subject to the Master Indenture, may take any one or more of the following remedial steps:

(a) The Lender may declare the Loan Payments payable hereunder for the remainder of the term of this Agreement to be immediately due and payable, whereupon the same shall become due and payable.

(b) The Lender may direct the Master Trustee to exercise the power of sale or foreclose under the Mortgage on the Facilities and may realize upon the security interest in the Pledged Revenues and may exercise all the rights and remedies of a secured party under the Florida Uniform Commercial Code with respect thereto.

(c) The Lender may take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance or observance of any obligations, agreements, or covenants of the Borrower under this Agreement.

Notwithstanding the foregoing, prior to the exercise by the Lender of any remedy that would prevent the application of this paragraph, the Borrower may, at any time, pay all accrued payments hereunder (exclusive of any such payments accrued solely by virtue of declaration pursuant to subsection (a) of the first paragraph of this Section) and fully cure all defaults, and in such event, the Borrower shall be fully reinstated to its position hereunder as if such Event of Default had never occurred.

In the event that the Borrower fails to make any payment required hereby, the payment so in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid.

Any amounts collected pursuant to action taken under the immediately preceding paragraph, after reimbursement of any costs incurred by the Lender in connection therewith shall be applied in accordance with the provisions of this Agreement.

If the Lender shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Lender, then and in every such case, the Borrower and the Lender shall be restored to their respective positions and rights hereunder, and all rights, remedies and powers of the Borrower and the Lender shall continue as though no such proceedings had been taken.

Section 10.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or

power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein or by applicable law.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. In the event the Borrower should breach any of the provisions of this Agreement and the Lender should employ attorneys or incur other expenses for the collection of Loan Payments or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower herein contained, the Borrower agrees that it will on demand therefore pay to the Lender the reasonable fees of such attorneys and such other reasonable expenses incurred by the Lender. The obligations of the Borrower arising under this Section shall continue in full force and effect notwithstanding the final payment of the Loan or the termination of this Agreement.

Section 10.05. Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach waived and shall not be deemed to waive any other breach hereunder. Notwithstanding the foregoing, a waiver of an Event of Default under the Master Indenture or the Master Lease or a rescission of a declaration of acceleration of the Loan and a rescission and annulment of its consequences shall constitute a waiver of the corresponding Event of Default under this Agreement and a rescission and annulment of its consequences; provided, that no such waiver or rescission shall extend to or affect any subsequent or other default hereunder or impair any right consequent thereon.

Section 10.06. Treatment of Funds in Bankruptcy. The Borrower acknowledges and agrees that in the event the Borrower commences a case under the United States Bankruptcy Code located at 11 U.S.C. § 101 *et. seq.* (the "Bankruptcy Code") that results in an order for relief under the Bankruptcy Code: (i) amounts on deposit in any funds or accounts held by or on behalf of the Lender or the Master Trustee (the "Funds") are not, nor shall they be deemed to be, property of the Borrower's bankruptcy estate as defined by § 541 of the Bankruptcy Code; (ii) that in no event shall the Borrower assert, claim or contend that amounts on deposit in any of the Funds are property of Borrower's bankruptcy estate; and (iii) that amounts on deposit in any of the Funds are held in trust solely for the benefit of the Master Noteholders and shall be applied only in accordance with this Agreement and the other Borrower Documents, and the Borrower has no legal, equitable nor reversionary interest in, or right to, such amounts.

ARTICLE XI PREPAYMENT OF THE LOAN

Section 11.01. General Option to Prepay the Loan. Subject to the terms of the Master Indenture, so long as no Event of Default pursuant to Section 10.01 hereunder exists, the Borrower shall have and is hereby granted the option exercisable at any time to prepay all or any portion of the Loan by depositing with the Lender an amount of money or securities to pay the principal amount and interest on the Loan. In the event the Borrower prepays all of the Loan pursuant to this Section, pays all reasonable and necessary fees and expenses of the Lender accrued and to accrue through final payment of the Loan this Agreement shall terminate except as otherwise provided herein.

Section 11.02. Mandatory Prepayment and Recalculation of the Loan. If at any time the capacity of the Facilities falls below the capacity represented in Section 2.01(j) hereof, the Borrower shall notify the Loan Administrator of the amount of such reduced capacity and the new total amount of student stations. The Loan Administrator shall then recalculate the size of the Loan (the “Adjusted Loan Amount”), taking into account the limitation set forth in Florida Statute Section 1001.292, and the Borrower shall promptly prepay to the Lender the portion of the Loan which exceeds the Adjusted Loan Amount.

Section 11.03. Notice of Prepayment. In order to exercise the option granted by this Article, the Borrower shall give written notice to the Lender no less than thirty (30) days prior to the date of prepayment.

ARTICLE XII MISCELLANEOUS

Section 12.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid, facsimile (confirmed by certified mail), electronic mail or overnight courier, addressed as follows:

If to the Lender:

Adam Emerson
Charter School Director
State of Florida, Department of Education, its
Successors and/or Assigns
Turlington Building
325 West Gaines Street
Tallahassee, FL 32399

If to the Loan Administrator:

Building Hope Finance
1776 Eye Street NW, Suite 200
Washington, DC 20006
Attention: Robin Odland, President
Telephone: 202-457-1989

If to the Borrower:

IPS Enterprises, Inc.
2115 W. Pike Blvd
Weslaco, Texas 78596
Attention: Chief Executive Officer
Telephone: (713) 900-7173

If to the Lessee:

IDEA Florida, Inc.
4651 Salisbury Road
Jacksonville, Florida 32256
Attention: Chief Financial Officer

Telephone: (850) 766-9770

If to the Master Trustee:

Regions Bank
3773 Richmond Avenue, Suite 1100
Houston, Texas 77046
Attention: Corporate Trust Office
Facsimile: 713-960-4058
Telephone: 713-244-8041

Unless and until direction is given by the Lender to the contrary, all notices, reports, certificates or other deliverables from the Borrower or the Lessee to the Lender hereunder shall be provide to the Loan Administrator in lieu of the Lender.

A duplicate copy of each notice, certificate or other communication given hereunder by the Loan Administrator, the Lessee or the Borrower shall also be given to the Master Trustee. The Lender, the Borrower, the Loan Administrator or the Master Trustee may, by notice hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 12.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender, the Lessee and the Borrower, and their respective successors and assigns, subject, however, to the limitations contained in Sections 8.02, 12.10 and 12.11 hereof.

Section 12.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.04. Third-Party Beneficiaries. Each of the Lender Indemnified Parties, (other than the Lender) are intended "Third Party Beneficiaries" of this Agreement. Nothing in this Agreement shall confer any right upon any person other than parties hereto, and those specifically designated as Third-Party Beneficiaries of this Agreement.

Section 12.05. Amounts Remaining upon Termination. It is agreed by the parties hereto that any amounts remaining upon termination of this Agreement, provided all amounts due hereunder have been paid in full, shall belong to and be paid to the Borrower.

Section 12.06. Amendments, Changes and Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Lender and acknowledgement by the Borrower and the Lessee. None of the Borrower Documents or the Lessee Documents may be amended without the prior written consent of the Lender.

Section 12.07. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.08. Governing Law. This Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State, without reference to choice of law principles, except as such laws may be preempted by any federal rules, regulations and laws applicable to the Lender. The parties hereto expressly acknowledge and agree that any judicial action to interpret or enforce the terms of this Agreement against the Lender shall be brought and maintained in the Circuit Court of the State of Florida in and for the County of Leon, the United States District Court in and for the District of Florida or any United States Bankruptcy Court in any case involving or having jurisdiction over the Borrower or the Facilities.

Section 12.09. Filing. The Borrower shall cause the security interest in the Facilities granted by the Mortgage to be recorded with the applicable county recorder. In addition, the Borrower shall cause the security interest in the rights to receive the Pledged Revenues (subject to the Master Indenture), and any funds and trust accounts created under the Borrower Documents and granted to the Lender, and the security interest in the Mortgage granted to the Master Trustee to be perfected by the filing of financing statements which shall fully comply with the Florida Uniform Commercial Code in the office of the Secretary of State of Florida or the offices of the clerk and recorder of the applicable county and in such other office as is at the time provided by law as the proper place for the filing thereof. The parties further agree that all necessary continuation statements shall be filed by the Borrower within the time prescribed by the Florida Uniform Commercial Code in order to continue such security interests.

Section 12.10. No Pecuniary Liability of Lender. No provision, covenant, or agreement contained in this Agreement, or any obligations herein imposed upon the Lender, or the breach thereof, shall constitute an indebtedness or liability of the Lender within the meaning of any Florida constitutional provision or statutory limitation or shall constitute or give rise to a pecuniary liability of the Lender or any member, officer or agent of the Lender or a charge against the Lender's general credit. In making the agreements, provisions and covenants set forth in this Agreement, the Lender has not obligated itself except with respect to the application of the revenues, as hereinabove provided.

Section 12.11. No Personal Liability of Officials of the Borrower, Lender or Lessee. None of the covenants, stipulations, promises, agreements and obligations of the Lender, the Lessee or the Borrower contained herein shall be deemed to be covenants, stipulations, promises, agreements or obligations of any official, officer, agent or employee of the Lender, the Lessee or the Borrower in his or her individual capacity, and no recourse shall be had for the payment of the principal or interest on the Loan or for any claim based thereon or any claim hereunder against any official, officer, agent or employee of the Lender, the Lessee or the Borrower.

Section 12.12. No Warranty by Lender. THE BORROWER RECOGNIZES THAT, BECAUSE THE COMPONENTS OF THE FACILITIES HAVE BEEN AND ARE TO BE SELECTED BY IT, THE LENDER HAS NOT MADE AND SHALL NOT MAKE AN INSPECTION OF THE FACILITIES, IF AND WHEN ACQUIRED, OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND THE LENDER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF, OR AS TO THE QUALITY OF THE

MATERIAL OR WORKMANSHIP THEREIN, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE BORROWER. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE FACILITIES OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE LENDER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE LENDER, EXPRESS OR IMPLIED, WITH RESPECT TO THE FACILITIES OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREFTER IN EFFECT.

Section 12.13. Prior Agreements Superseded. This Agreement, shall completely and fully supersede all other prior understandings or agreements, both written and oral, between the Lender and the Borrower relating to the Loan, the lending of money and the Facilities.

Section 12.14. Covenant by the Borrower and the Lessee with Respect to Statements, Representations and Warranties.

(a) It is understood by the Borrower that all such statements, representations and warranties made in this Agreement shall be deemed to have been relied upon by the Lender as an inducement to fund the Loan, and that if any such statements, representations and warranties were false at the time they were made or (with respect to those representations and warranties which are to continue) are breached during the term hereof, such misrepresentation or breach shall constitute a breach of this Agreement which may give rise to an Event of Default hereunder.

(b) It is understood by the Lessee that all such statements, representations and warranties made in this Agreement or the Master Lease shall be deemed to have been relied upon by the Lender as an inducement to fund the Loan, and that if any such statements, representations and warranties were false at the time they were made or (with respect to those representations and warranties which are to continue) are breached during the term hereof, such misrepresentation or breach shall constitute a breach of this Agreement which may give rise to an Event of Default hereunder.

Section 12.15. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 12.16. Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Agreement, is not a Business Day such payments may be made or act performed or right exercised on the next succeeding Business Day unless otherwise provided herein, with the same force and effect as if done on the nominal date provided in this Agreement.

Section 12.17. Provision of General Application. Any consent or approval of the Lender required pursuant to this Agreement shall be in writing and shall not be unreasonably withheld.

Section 12.18. Survival. Notwithstanding the payment in full of the Loan the termination or expiration of the Master Note and this Agreement, all provisions in this Agreement concerning (a) the interpretation of this Agreement, (b) the governing law, (c) the forum for resolving disputes, (d) the Lender's right to rely on facts or certificates, (e) the indemnity of the Lender Indemnified Parties, and (f) the Lender's lack of pecuniary liability shall survive and remain in full force and effect.

Section 12.19. Notice of Change in Fact. The Borrower will notify the Lender promptly after the Borrower becomes aware of (i) any change in any material fact or circumstance represented or warranted by the Borrower or the Lessee in this Agreement, any other Borrower Document, any Lessee Document or any Senior Loan Document or in connection with the funding of the Loan which would make any such representation or warranty false when made, (ii) any default or event which, with notice or lapse of time or both, could become an Event of Default under this Agreement, any Borrower Document, any Lessee Document or any Senior Loan Document, specifying in each case the nature thereof and what action the Borrower or the Lessee, as applicable, has taken, is taking, and/or proposes to take with respect thereto, (iii) any Internal Revenue Service audit of the Borrower or the Lessee, (iv) any material litigation affecting the Borrower, the Lessee, the Project or the Facilities and (v) any default in any indebtedness of the Borrower or the Lessee.

Section 12.20. Electronic Signatures. The parties agree that the electronic signature of a party to this Loan Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Loan Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Lender and the Borrower have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

Florida Department of Education,
as Lender

By: Building Hope Finance, Loan Administrator
and authorized signatory on behalf of the Florida
Department of Education

Name: _____

Title: _____

IPS Enterprises, Inc.,
a Texas nonprofit corporation, as Borrower

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

IDEA Florida, Inc.,

a Florida nonprofit corporation, as Lessee

By: _____

(Loan Agreement – School of Hope Loan-IPS Enterprises, Inc.)

EXHIBIT A
FORM OF MASTER NOTE

EXHIBIT B
FORM OF MORTGAGE

EXHIBIT C

CONDITIONS PRECEDENT TO CLOSING DATE

1. Executed copies in the form acceptable to the State of each of the Borrower Documents and Lessee Documents.
2. Evidence acceptable to the State that IDEA is a School of Hope Operator.
3. An opinion of counsel to each of the Borrower, Lessee and IDEA in form and substance acceptable to the State.
4. The incorporation or organization articles of each of the Borrower, the Lessee and IDEA, as applicable, certified by the applicable state in which such entity is organized or incorporated, a good standing certificate as to each entity in the applicable state and a certified copy of the resolutions authorizing the execution and delivery of the documents each party will execute or has executed in connection with the Loan.
5. A certificate of an authorized official of the Borrower in a form acceptable to the State, dated the Closing Date, to the effect that:
 - a. the representations and warranties made by the Borrower in the Borrower Documents are true and correct in all material respects as of the Closing Date;
 - b. the Borrower is not in default in the performance of any of the covenants, agreements or provisions contained in the Borrower Documents and applicable to the Borrower;
 - c. each of the documents executed by the Borrower is legal, binding and valid, reaffirming representations and certifications contained in the Borrower Documents and such other matters as may reasonably be requested by the State; and
 - d. any resolutions necessary in connection with the transactions contemplated by the Borrower Documents have not been amended, modified or rescinded and are effective as the Closing Date.
6. A certificate of an authorized official of the Lessee in a form acceptable to the State, dated the Closing Date, to the effect that:
 - a. the representations and warranties made by the Lessee in the Lessee Documents are true and correct in all material respects as of the Closing Date;
 - b. the Lessee is not in default in the performance of any of the covenants, agreements or provisions contained in the Lessee Documents and applicable to the Borrower;
 - c. each of the documents executed by the Lessee is legal, binding and valid, reaffirming representations and certifications contained in the Lessee Documents and such other matters as may reasonably be requested by the State; and

- d. once the charter school operated by the Lessee in connection with the Loan reaches maximum enrollment, the occupancy expense of the Lessee is not expected to exceed 15% of the revenues of the Lessee;
 - e. any resolutions necessary in connection with the transactions contemplated by the Lessee Documents have not been amended, modified or rescinded and are effective as the Closing Date.
- 7. A certificate of an authorized official of the IDEA in a form acceptable to the State, dated the Closing Date, to the effect that:
 - a. the representations and warranties made by the IDEA in connection with the Loan are true and correct in all material respects as of the Closing Date;
 - b. IDEA is not in default in the performance of any of the covenants, agreements or provisions contained in any documents related to the Loan and applicable to IDEA;
 - c. any resolutions necessary in connection with the Loan have not been amended, modified or rescinded and are effective as the Closing Date
- 8. Evidence of the required insurance pursuant to the Lessee Documents and Borrower Documents.
- 9. A copy of an ALTA lender's policy of title insurance with respect to the Facilities, dated the Closing Date, in an aggregate amount not less than the principal amount of the Loan.
- 10. Evidence of the filing of any UCC Financing Statement necessary to perfect security interests granted by the Borrower or the Lessee under the Borrower Documents or the Lessee Documents.
- 11. Such additional legal opinions, certificates, proceedings, instruments and other documents as the State or the Loan Administrator may reasonably request to evidence compliance by the Borrower, the Lessee and IDEA with legal requirements, the truth and accuracy, as of the Closing Date, of the representations (A) of the Borrower contained in the Borrower Documents, (B) of the Lessee contained in the Lessee Documents, and (D) of IDEA contained in any document related to the Loan of which IDEA is a party, and the due performance or satisfaction by the Borrower, the Lessee and IDEA at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Borrower, the Lessee and IDEA.

LOAN AGREEMENT

Loan Agreement, dated as of January ____, 2022, (this "Agreement") between CLI CAPITAL, a Texas real estate investment trust ("CLI") and IPS ENTERPRISES, INC., a Texas corporation, ("Borrower"), in consideration of the premises and other good and valuable consideration and the mutual benefits, covenants and agreements set forth below.

Borrower desires to borrow from CLI the amount of \$18,000,000.00 and CLI is willing, subject to and upon the terms and conditions herein set forth, to lend such amount to Borrower.

Now, therefore, it is agreed:

Article I

Amount and Terms of Loan

1.1 Loan; Closing Date. Subject to and upon the terms and conditions herein set forth herein, CLI shall lend to Borrower and Borrower shall borrow from CLI the maximum sum of \$18,000,000.00. Such borrowing is being made simultaneously with the execution of this Agreement upon the date hereof (the "Closing Date").

1.2 Note. The borrowing shall be evidenced by a Real Estate Lien Note payable to the order of CLI substantially in the form of Exhibit "B" attached hereto (the "Note"), which shall be duly executed by Borrower with blanks appropriately filled in conformity herewith and in the maximum principal amount of \$18,000,000.00. The amount available to be advanced under the Note shall in no event exceed (i) the cost of

the Project (as hereinafter defined) excluding any development fees/profits paid to related entities, or (ii) the appraised value of the Project. The Note shall mature on January 1, 2027, and shall be subject to prepayment as provided in Article III.

1.3 Principal and Interest. The outstanding principal of, and interest on, the indebtedness shall be paid on such dates and in such amounts as set forth in the Note.

1.4 Loan Fees. As agreed in that certain "commitment letter" dated November ____, 2021, by and between the parties hereto, Borrower shall pay CLI an origination fee of \$180,000.00 which will be collected at the time the Note and Security Documents are executed, if not previously paid.

Article II

Purposes of the Loan

2.1 Purpose of Loan. The purpose of the loan is to finance the purchase, construction, renovation, and equipment of certain educational facilities located at located Lenox Avenue and Lane Avenue in the City of Jacksonville, Duval County, Florida being approximately 14.05 acres (the "Project").

2.2 Related Expenses. To the extent loan proceeds are available, such loan proceeds may be used to pay the cost of title insurance, filing fees, and other costs directly related to acquisition of the Project.

Article III

Prepayments

3.1 Optional Prepayments. Borrower shall have the right to prepay the indebtedness at any time and in any amount without penalty. No prepayment pursuant

to this Section 3.1 of less than the entire unpaid principal amount of the Note shall be credited to or relieve Borrower to any extent from its obligation to make any payment or prepayment required by any other provision of this Agreement.

Article IV

Security and Collateral

As security for the payment of the principal of and interest on the Note and all other indebtedness or liabilities of Borrower to CLI, whether now existing or hereafter arising:

4.1 **Security Agreement.** Borrower shall duly execute and deliver to CLI a security agreement and a sufficient quantity of financing statements pursuant to the Uniform Commercial Code, each in form and substance satisfactory to CLI and its counsel, covering all of the personal property owned by Borrower and located at the Mortgaged Property.

4.2 **Mortgage.** Borrower shall also execute and deliver to CLI on the Closing Date a Mortgage against the "Mortgaged Property" more particularly described on Exhibit "A" attached hereto.

4.3 **Assignment of Rents.** Borrower shall also deliver to CLI at CLI's request an assignment of rents in regard to any leases entered into by Borrower, as Lessor, pertaining to the Mortgaged Property.

4.4 **Title Insurance.** On the Closing Date, Borrower shall cause to be issued and delivered to CLI a Mortgagee's Title Insurance Policy insuring that CLI holds a first and superior Mortgage lien against the Mortgaged Property.

4.5 Filing and Recording. Borrower shall, at its cost and expense, cause all instruments and documents given as security pursuant to this Agreement to be duly recorded and/or filed in all places necessary, in the opinion of CLI, to perfect and protect the mortgage, lien, or security interest of CLI in the property covered thereby.

Article V

Conditions Precedent

The effectiveness of this Agreement and the obligations of CLI to consummate any of the transactions contemplated hereby shall be subject to the satisfaction of the following conditions precedent, at or prior to the Closing Date:

5.1 Resolution for Financing. CLI shall have received from Borrower corporate resolutions for financing by Borrower, in form and substance satisfactory to CLI.

5.2 Security and Collateral Instruments. CLI shall have received all the instruments, documents, and title insurance, required to be delivered pursuant to Article IV or pursuant to the instruments and documents referred to in Article IV, and the same shall be in full force and effect.

5.3 Note. CLI shall have received a Note in accordance with Section 1.2.

5.4 Correctness of Warranties. All representations and warranties contained herein or otherwise made to CLI in connection herewith, shall be true and correct in all material respects.

5.5 No Event of Default. There shall exist no Event of Default as defined in Article VIII and no condition, event or act which, with notice or lapse of time, or both, would constitute an Event of Default.

5.6 Proceedings; Receipt of Documents. All corporate and legal proceedings and all documents and instruments in connection with the borrowing evidenced hereby and pursuant to Articles IV and V shall be reasonably satisfactory in form and substance to CLI and its counsel; CLI and its counsel shall have received all information and copies of all documents, including records of corporate proceedings, which CLI or its counsel may have reasonably requested in connection therewith, such documents where reasonably requested by CLI or its counsel to be certified by appropriate corporate or governmental authorities.

5.7 Appraisal. An appraisal shall be obtained and provided to CLI on the Mortgaged Property more particularly described on Exhibit "A" and based upon such total appraised value of the Mortgaged Property, the total amount advanced under the terms of the Note will not exceed one hundred percent (100%) of such total appraised value. Such appraisal must be certified to comply with the standards of CLI and be submitted for approval prior to advancement of any funds. Such appraisal shall be rendered by an appraiser who, among other things, shall have:

- (a) Appraised the real estate at not more than the fair market value thereof;
- (b) Appraised the value of the improvements on the real estate at not more than the depreciated cost thereof; and

(c) Considered in making such appraisal the likelihood of deterioration of the neighborhood in which the real estate and improvements are located.

The qualifications of the appraiser and references, preferably by banks and insurance companies should be submitted with the appraisal.

5.8 Insurance. Borrower shall provide to CLI prior to funding, evidence of all required insurance coverages set forth Section 6.4 hereof in such amounts and with such companies as is reasonably acceptable to CLI.

5.9 Bank Draft Authorization. On or before the Closing Date, Borrower shall provide CLI the necessary documentation to authorize CLI to automatically draft Borrower's monthly payment, including adjustments pursuant to the Note, from an account maintained by Borrower.

Article VI

Affirmative Covenants

Borrower covenants and agrees that, until the Note together with interest and all its other indebtedness to CLI under this Agreement are paid in full, unless specifically waived by CLI in writing, which waiver shall not be unreasonably conditioned, withheld or delayed:

6.1 Financial Statements and Other Information. From time to time, Borrower shall furnish or cause Red Apple Development, LLC, to furnish, to CLI audited financial statements, setting forth in comparative form the corresponding figures of the appropriate periods of the preceeding fiscal year (a) within 180 days after its fiscal year-end, which is currently June 30th; and (b) internal financial statements within 60 days

from the end of the quarter, all in reasonable detail and certified by the chief accounting officer of Borrower to be true and correct, subject to normal recurring year-end audit adjustments;

6.2 Notice of Litigation. Promptly upon the commencement thereof, written notice of any litigation, including arbitrations, and of any proceedings before any governmental agency which would, if successful, materially and adversely affect the Borrower's ability to repay the indebtedness evidenced by the Note, or where the amount involved exceeds \$100,000.00 and is not acknowledged by an insurance carrier to be covered in full by insurance required;

6.3 Taxes and Claims. Borrower shall duly pay and discharge, and shall cause each of its subsidiaries to pay and discharge, (a) all taxes, assessments, and governmental charges upon or against Borrower or its subsidiaries or their respective properties or assets prior to the date on which penalties attach thereto, unless and to the extent that such taxes are being diligently contested in good faith and by appropriate proceedings and appropriate reserves therefor have been established, or are bonded in an amount reasonably satisfactory to CLI, and (b) all lawful claims, whether for tort damages, labor, materials, supplies, services, repairs, wages or otherwise, which might or could, if unpaid, become a lien or charge upon the properties or assets of Borrower or its subsidiaries, unless and to the extent only that the same are being diligently contested in good faith and by appropriate proceedings and appropriate reserves therefor have been established or are bonded in an amount reasonably satisfactory to CLI.

6.4 Insurance. (a) Borrower shall, (i) keep all properties, buildings and improvements insured at all times with responsible insurance carriers against loss or damage by fire and other hazards in a total amount of not less than the principal balance available under the terms of the Note, (ii) maintain adequate insurance at all times with responsible insurance carriers against liability on account of damage to persons and property and under all applicable worker's compensation laws, and (iii) maintain adequate insurance covering such other risks as CLI may reasonably request. For the purposes of this Section 6.4(a), insurance shall be deemed adequate if the same is not less extensive in coverage and amount than is customarily maintained by other persons engaged in the same or similar business similarly situated. All insurance covering real property and tangible personal property subject to a lien or security interest in favor of CLI granted pursuant to this Agreement or under any instrument or document given as security pursuant hereto shall provide that, CLI is an additional insured and/or loss payee, secured party, or otherwise as its interest may appear, and shall further provide for at least ten days prior notice to CLI of the cancellation or material modification thereof.

(b) Borrower shall from time to time upon request of CLI, promptly furnish or cause to be furnished to CLI evidence, in form and substance satisfactory to it, of the maintenance of all insurance required by this section to be maintained, including, but not limited to such originals or copies as CLI may request of policies, certificates of insurance, riders, and endorsements relating to such insurance and proof of premium payments.

6.5 Books and Reserves. Borrower shall:

(a) Maintain, at all times, true and complete books, records, and accounts in which true and correct entries shall be made of its transactions in accordance with generally accepted accounting principles consistently applied and consistent with those applied in the preparation of the financial statements referred to in Section 9.6, and

(b) By means of appropriate quarterly entries, reflect in its accounts and in all financial statements furnished pursuant to Section 6.1 proper liabilities and reserves for all taxes and proper reserves for depreciation, renewals and replacements, obsolescence and amortization of its properties and bad debts, all in accordance with generally accepted accounting principles consistently applied, as above described.

6.6 Properties in Good Condition. Borrower shall keep, and shall cause each of its subsidiaries, to keep, their respective properties in good repair, working order and condition and, from time to time, make all needful and proper repairs, renewals, replacements, additions, and improvements thereto, so that the activities carried on may be properly and advantageously conducted at all times in accordance with prudent management.

6.7 Inspection by CLI. Borrower shall allow, and shall cause each of its subsidiaries or tenants to allow, any representative of CLI to visit and inspect any of the properties of Borrower or any subsidiary, lessee, or owner of collateral to examine the books of account and other records and files of the Borrower, to make copies thereof and to discuss the affairs, business, finances, and accounts of Borrower with their respective officers and employees, during regular business hours and with two (2)

business days notice, no more than twice in a calendar year so long as no Event of Default has occurred and is continuing.

6.8 Pay Indebtedness to CLI and Perform Other Covenants. Borrower shall (a) make full and timely payment of the principal of and interest on the Note, and all other indebtedness of Borrower to CLI, whether now existing or hereafter arising, (b) duly comply in all material respects with all the terms and covenants contained in each of the instruments and documents given to CLI in connection with or pursuant to this Agreement, all at the times and places and in the manner set forth therein, and (c) at all times maintain the liens and security interests provided for under or pursuant to this Agreement as valid and perfected liens and security interests on the property intended to be covered thereby and shall not allow any other liens, even subordinate or inferior, to attach to the properties securing CLI, except for the liens provided for in Section 7.1 hereof.

6.9 Environmental. Borrower hereby covenants and agrees that:

(a) Borrower shall at all times during the term of this Agreement comply with all applicable federal, state and local laws, regulations, administrative rulings, orders, ordinances, and the like, pertaining to the protection of the environment, including, but not limited to, those regulating the handling and disposal of waste materials. Further, during the term of this Agreement, neither Borrower nor any agent or party acting at the direction or with the consent of Borrower shall treat, store, or dispose of any "hazardous substance," as defined in Comprehensive Environmental Response, Compensation and

Liability Act of 1980, as amended ("CERCLA"), or petroleum (including crude oil or any fraction thereof) on the Mortgaged Property.

(b) Borrower shall fully and promptly pay, perform, discharge, defend, indemnify and hold harmless CLI against any and all claims, orders, demands, proceedings, judgments, or suits and all liabilities, losses, costs or expenses (including, but not limited to, technical consultant fees, court costs, expenses paid to third parties and reasonable legal fees) and damages arising out of, or as a result of, (i) any "release," as defined in CERCLA, of any "hazardous substance," as defined in CERCLA, or petroleum (including crude oil or any fraction thereof) discharged, deposited, dumped, spilled, leaked or placed into or on the Mortgaged Property at any time after the date Borrower acquired title to the Mortgaged Property; (ii) any contamination of the soil or groundwater or damage to the environment and natural resources of the Mortgaged Property the result of actions occurring after Borrower acquired title to the Mortgaged Property, whether arising under CERCLA or other existing statutes and regulations, or common law; and (iii) any toxic, explosive or otherwise dangerous materials which have been buried beneath or concealed within the Mortgaged Property after Borrower acquired title to the Mortgaged Property.

6.10 Further Assurances. Borrower shall, at its cost and expense, upon request of CLI, duly execute and deliver to CLI such further instruments and do and cause to be done such further acts as may be reasonably necessary in the opinion of CLI to carry out more effectually the provisions and purposes of this Agreement.

6.11 Advances/Inspections. a) The Borrower shall submit request for loan advances for Project related expenses on a monthly basis; however, no more than two loan advance requests per month. Advance requests shall be accompanied with supporting invoices. For advances related to general construction, Borrower may request by requisition substantially in the form attached as Exhibit "C" hereto, or shall cause the contractor to submit each monthly request for payment on customary AIA forms, or other such forms as previously approved by CLI. Each request for payment shall be accompanied by all supporting documentation required by CLI, including but not limited to conditional/unconditional lien releases.

b) Loan advances for construction progress payments shall be accompanied with a certified application for payment, conditional and final lien releases, and subject to prior approval by CLI's construction inspector, as further described in section 6.15.

c) For a loan advance related to final construction payment, Borrower shall provide to CLI the following prior to release of funds: (i) Certificate of Occupancy, (ii) Conditional Final Release of Liens from the General Contractor, (iii) Acceptable final Application for Payment from the General Contractor signed by the Contractor and Architect, and (iv) Consent of Surety.

6.12 Guaranteed Maximum Price Contract. Borrower shall provide to CLI, prior to construction, a binding guaranteed maximum price contract for the construction of improvements materially similar to the plans previously submitted to CLI. The contract price shall be an amount not to exceed \$_____. The general

contractor must be acceptable to CLI, in CLI's sole discretion. Such contract shall not be modified or amended without the express written consent of CLI.

6.13 Intentionally Deleted.

6.14 Intentionally Deleted.

6.15 Construction Inspections. Borrower shall acknowledge that prior to the payment of any construction advance submitted in accordance with paragraph 6.11, CLI may send a representative to perform an on-site inspection. The purpose of the on-site inspection is to verify the completion of the items listed in the request for construction advance. If the representative finds that the work has not been completed in a good and workmanlike manner or the materials purchased are not installed or on-site, CLI may withhold payment for those items.

6.16 Builder's Risk. Borrower shall require the contractor under the fixed-price contract described herein above to furnish CLI an original policy providing builder's risk coverage in an amount not less than the amount of the fixed-price contract herein prior to CLI funding any construction draws. CLI must be listed as mortgagee.

6.17 Payment and Performance Bond. Borrower shall require the contractor under the fixed-price contract described herein above to secure a payment and performance bond in an amount not less than the fixed-price contract. The payment and performance bond shall be underwritten by a U.S. Treasury-listed Surety Company.

Article VII

Negative Covenants

Borrower covenants and agrees that, until the Note together with interest and all its other indebtedness to CLI under this Agreement are paid in full, Borrower shall not, without the prior written consent of CLI, which consent shall not be unreasonably conditioned, withheld or delayed:

7.1 Mortgages, Liens, etc. Create, incur, assume, or suffer to exist any mortgage, pledge, security interest, encumbrance, lien, or charge of any kind upon or defect in title to or restriction upon the use of the Mortgaged Property or assets that are pledged to secure repayment of the indebtedness hereunder, or hold or acquire any property or assets that are pledged to secure repayment of the indebtedness hereunder under conditional sales, finance leases, or other title retention agreements, or permit or suffer any subsidiary to do so, except:

- (a) Mortgages, liens, pledges, and security interests in favor of CLI;
- (b) Mortgages, liens, pledges and security interests which receive CLI's prior written consent;
- (c) (i) Liens arising out of judgments or awards in respect of which Borrower shall in good faith be prosecuting an appeal or proceedings for review and in respect of which Borrower shall have secured a subsisting stay of execution pending such appeal or proceedings for review, provided Borrower shall have set aside on its books adequate reserves with respect to such judgment or award; (ii) liens for taxes, assessments, or governmental charges or levies, provided payment thereof shall not at

the time be required in accordance with the provisions of Section 6.3; (iii) deposits, liens, or pledges to secure payments of worker's compensation, unemployment insurance, pensions or other social security obligations, public or statutory obligations, surety, stay or appeal bonds, or other similar obligations arising in the ordinary course of business; (iv) mechanics', workmen's, repairmen's, warehousemen's, vendors' or carriers' liens, or other similar liens arising in the ordinary course of business and securing sums which are not past due, or deposits or pledges to obtain the release of any such liens or provides a payment bond in an amount sufficient in the reasonable opinion of CLI to insure payment; and (v) zoning restrictions, easements, licenses, restrictions on the use of real property or minor irregularities in title thereto, which do not materially impair the use of such property in the operation of the business of Borrower or any subsidiary or the value of such property for the purpose of such business; and

(d) purchase money security interests in assets acquired by Borrower for, and related to, the Mortgaged Property.

7.2 Indebtedness. Create, incur, assume, or suffer to exist, contingently or otherwise, any indebtedness secured by the Mortgaged Property, or permit or suffer any subsidiary to do so, except:

- (a) Indebtedness of Borrower to CLI;
- (b) Unsecured current payables incurred in the ordinary course of business, but not those which are for money borrowed or are evidenced by bonds, debentures, notes, or other similar instruments;

(c) Indebtedness (not overdue) secured by mortgages, liens, or security interests permitted by Section 7.1;

(d) Indebtedness under guarantees or for other contingent liabilities to the extent permitted by Section 7.3;

(e) Indebtedness approved by CLI in writing; and

(f) Indebtedness under leases.

7.3 Intentionally Deleted.

7.4 Merger, Sale of Assets, Dissolution, etc. Enter into any transaction of merger or consolidation, or transfer, sell, assign, lease, or otherwise dispose of all or a substantial part of the Project, or any assets or properties necessary for the proper conduct of its business, or materially change the nature of its business or its corporate name, or wind up, liquidate, or dissolve, or agree to do any of the foregoing, or permit any subsidiary to do so, except that:

(a) Any subsidiary may dissolve, or transfer all or a substantial part of its properties and assets to, or may merge into Borrower;

(b) Borrower may transfer or sell any stock or indebtedness of any subsidiary to another subsidiary; and

(c) Any subsidiary may transfer or sell any stock or indebtedness of any other subsidiary to Borrower.

Article VIII

Defaults and Remedies

8.1 Events of Default. If any one or more of the following events (herein called "Events of Default") shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be effective by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule, or regulation of any administrative or governmental body), that is to say:

(a) The failure, refusal or neglect of Borrower to maintain sufficient funds in its operating account to pay when due, any part of the principal of, or interest on, the Note or any other indebtedness or obligations owing to CLI by Borrower from time to time; provided, that it shall not be an Event of Default hereunder if any payment due and owing under the Note or any other indebtedness or obligation is not timely made as a result of CLI's failure to comply with the terms of the auto-debit requirements of Borrower's depository institution maintaining its operating account;

(b) The failure of Borrower to timely and properly observe, keep or perform any covenant, agreement, warranty or condition required herein or in any other instrument or document delivered to CLI in connection with this Agreement and the failure of Borrower to cure such default within 30 days after written notice from CLI specifying such default, provided that such default or violation is susceptible of being remedied, but if such remedy cannot reasonably be accomplished within the initial 30-day cure period, no Event of Default shall be deemed to have occurred so long as Borrower is diligently pursuing such remedy and is successful in curing the default or violation to the reasonable satisfaction of CLI within such additional period of time as

may be necessary to effect the remedy, not to exceed in any event an additional 60 days following the end of the initial cure period;

(c) The occurrence of any default which permits the acceleration of the maturity of any material indebtedness owing by Borrower to any third party under any written agreement;

(d) If any representation or warranty or any other statement of fact herein or in any writing, certificate, report, or statement at any time furnished to CLI pursuant to or in connection with this Agreement, or otherwise, shall be false or misleading in any material respect;

(e) If Borrower shall admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency act, make an assignment for the benefit of its creditors; commence a proceeding for the appointment of a receiver, trustee, liquidator, or conservator of itself or of a whole or any substantial part of its property; file a petition or answer seeking reorganization or arrangement or similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States or any state and any such petition is not dismissed within 90 days after the filing thereof;

(f) If Borrower shall be adjudged a bankrupt; or a court of competent jurisdiction shall enter an order, judgment, or decree appointing a receiver, trustee, liquidator, or conservator of Borrower or of the whole or any substantial part of their respective properties, or approve a petition filed against Borrower seeking reorganization or similar relief under the federal bankruptcy laws or any other applicable

law or statute of the United States or any state, or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of Borrower or of the whole or any substantial part of their respective properties; or if there is commenced against Borrower any proceeding for any of the foregoing relief or if a petition in bankruptcy is filed against Borrower and such proceeding or petition remains undismissed for a period of ninety (90) days; or if Borrower by any act indicates its consent to, approval of or acquiescence in any such proceeding or petition; or

(g) If any final judgment (i.e., all appeal rights have terminated) against Borrower or any attachment or execution against any of its property for any amount in excess of \$100,000.00 remains unpaid, unstayed, or undismissed for a period of more than sixty (60) days.

Then, so long as any Event of Default shall have occurred and then be continuing, CLI may, at its option, declare the Note to be due and payable, whereupon the maturity of the then unpaid balance of the Note shall be accelerated and the same, and all interest accrued thereon, shall forthwith become due and payable without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Note to the contrary notwithstanding.

8.2 Suits for Enforcement. In case any one or more Events of Default shall occur and be continuing, CLI may proceed to protect and enforce its rights or remedies either by suit in equity or by action at law, or both, whether for the specific performance of any covenant, agreement, or other provision contained herein, in the Note or in any

document or instrument delivered in connection with or pursuant to this Agreement, or to enforce the payment of the Note or any other legal or equitable right or remedy or may immediately proceed to enforce its rights of non-judicial foreclosure as allowed by law.

8.3 Rights and Remedies Cumulative. No right or remedy herein conferred upon CLI is intended to be exclusive of any other right or remedy contained herein, in the Note or in any instrument or document delivered in connection with or pursuant to this Agreement, and every such right or remedy shall be cumulative and shall be in addition to every other such right or remedy contained herein and therein or now or hereafter existing at law or in equity or by statute, or otherwise.

8.4 Rights and Remedies Not Waived. No course of dealing between Borrower and CLI or any failure or delay on the part of CLI in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of CLI and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder.

Article IX

Representations and Warranties

In order to induce CLI to enter into this Agreement and to make the loan as herein provided for, Borrower makes the following representations and warranties which shall survive the execution and delivery of this Agreement and the Note, and any inspection or examination at any time made by or on behalf of CLI.

9.1 Corporate Status. Borrower is a duly organized non-profit corporation, in good standing under the laws of the State of Texas, with perpetual corporate existence, and has the corporate power and authority to own its properties and to transact the business in which it is engaged or presently proposes to engage.

9.2 Power and Authority. Borrower has the corporate power to borrow and to execute, deliver, and carry out the terms and provisions of this Agreement, the notes and all instruments and documents delivered by it pursuant to this Agreement, and Borrower has taken or caused to be taken all necessary corporate action required by law or by the Certificate of Formation or Company Agreement of Borrower to authorize the execution, delivery, and performance of this Agreement, the borrowing hereunder, the making and delivery of the Note, and the execution, delivery, and performance of the instruments and documents delivered by it pursuant to this Agreement.

9.3 No Violation of Agreements. Borrower is not in default under any indenture, mortgage, deed of trust, agreement, or other instrument to which it is a party or by which it may be bound. Neither the execution and delivery of this Agreement, the Note or any of the instruments and documents to be delivered pursuant to this Agreement, nor the consummation of the transactions herein and therein contemplated, nor compliance with the provisions hereof or thereof will violate any law or regulation, or any order or decree of any court of governmental instrumentality, or will conflict with, or result in the breach of, or constitute a default under, any indenture, mortgage, deed of trust, agreement, or other instrument to which Borrower is a party or by which it may be bound, or result in the creation or imposition of any lien, charge, or encumbrance upon

any of the property of Borrower, or violate any provision of the Certificate of Formation or Company Agreement of Borrower.

9.4 No Litigation. There are no actions, suits, or proceedings pending, or to the knowledge of Borrower threatened, against or affecting Borrower or before any Court, arbitrator, or governmental or administrative body or agency which might result in any material adverse change in the business, operations, properties, or assets or in the condition, financial or otherwise, of Borrower. Borrower is not in default in any material respect under any applicable statute, rule, order, decree, or regulation of any court, arbitrator, or governmental body or agency having jurisdiction over Borrower.

9.5 Good Title to Properties. Borrower has, or at closing will have, good and indefeasible title to all properties and assets subject to no liens, mortgages, pledges, security interests, encumbrances, or charges of any kind, except such as would be permitted under the provisions of this Agreement.

9.6 Financial Statements. The financial statements of Borrower previously supplied to CLI, including in each case the related schedules and notes reflected therein, are all true and correct and present fairly (i) the financial position of Borrower, as applicable, as at the date of such and (ii) the results of the operations of Borrower for said fiscal year. Borrower did not have any direct or contingent liabilities as of such date which are not provided for or reflected in such financial statements or referred to in the notes thereto. All such financial statements have been prepared in accordance with generally accepted accounting principles applied on a basis consistently maintained throughout the period involved. There has been no material adverse change in the

assets, liabilities, properties, business or condition, financial or otherwise, of Borrower since the date of such financial statements.

9.7 Tax Liability. Borrower has filed all tax returns which are required to be filed, and, subject to Section 6.3, has paid any and all taxes which have become due pursuant to such returns or pursuant to any assessment received by it. Furthermore, there is no action pending against Borrower to revoke its tax exempt status.

9.8 Governmental Action. No action of, or filing with, any governmental or public body or authority (other than normal reporting requirements or filings) is required to authorize, or is otherwise required in connection with, the execution, delivery, and performance of this Agreement, the Note, or any of the instruments or documents to be delivered pursuant to this Agreement.

9.9 Disclosure. Neither the schedules hereto, nor the financial statements referred to above, nor any certificate, statement, report, or other document furnished to CLI by Borrower in connection herewith or in connection with any transaction contemplated hereby, nor this Agreement, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements contained therein not misleading.

Article X

Miscellaneous

10.1 Collection Costs. In the event that CLI shall retain or engage an attorney or attorneys to collect, enforce, or protect its interests with respect to this Agreement, the Note, or any instrument or document delivered pursuant to this Agreement, or as to

any collateral securing the Note, Borrower shall pay all of the reasonable costs and expenses of such collection, enforcement, or protection, including reasonable attorneys' fees, and CLI may take judgment for all such amounts, in addition to the unpaid principal balance of the Note and accrued interest thereon.

10.2 Modification and Waiver. No modification or waiver of any provision of the Note or of this Agreement and no consent by CLI to any departure therefrom by Borrower shall be effective unless such modification or waiver shall be in writing and signed by a duly authorized officer of CLI, and the same shall then be effective only for the period, on the conditions and for the specific instances and purposes specified in such writing. No notice to or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances.

10.3 Applicable Law. Except as hereinafter provided, the Note and this Agreement shall be construed in accordance with and governed by the laws of the State of Texas and the Agreement shall be performable in whole, or in part, in Potter County, Texas. Any foreclosure of applicable security documents shall be in accordance with and governed by the laws of the State of Florida.

10.4 Notices. All notices, requests, demands, or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by U.S. mail, postage prepaid, addressed, as the case may be, to CLI at 905 S. Polk St., Ste. 300, Amarillo, Texas 79101, Attention: Jason Hall, or to Borrower at 2115 W. Pike, Weslaco, Texas 78596, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner.

10.5 Fees and Expenses. In addition to the origination fee, Borrower agreed to pay CLI's expenses related to the loan, including attorneys' fees related hereto, costs for a flood certificate, costs for an environmental assessment on the Mortgaged Property, appraisal fees, and tax monitoring fees.

10.6 Captions. The captions of the various sections and paragraphs of this Agreement have been inserted only for the purposes of convenience; such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

10.7 Securities Act Status. Borrower represents and warrants that neither Borrower, nor any agent acting on its behalf, has, either directly or indirectly, offered the Note for sale to, or solicited any offer to buy the Note from, or otherwise negotiated in respect thereof, with, anyone other than CLI and agrees that no such offer to sell, or to buy the Note, or any solicitation thereof will be made to or with any person so as to bring the issuance or sale thereof within the provisions of Section 5 of the Securities Act of 1933, as amended (the "Act"). CLI represents and warrants that it is making or will make, the purchase and sale and the loan herein contemplated for its own account and not with any present intention of making any public offering or effecting any distribution of the Note, but CLI reserves the right to transfer the Note if, at any future date, CLI shall deem it advisable to do so. The representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Note.

10.8 Non-Liability of CLI Shareholders. It is understood and agreed that the owners of Certificates of Beneficial Interest of CLI, irrespective of whether said

Certificates of Beneficial Interest are owned by any person, in such person's individual capacity or in any representative capacity, shall not be personally liable under or by virtue of this Agreement.

10.9 Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of Borrower and CLI and their respective successors and assigns, and all subsequent holders of the Note.

10.10 Release Upon Full Payment. Upon the full and final payment of the Note, Borrower shall pay any and all expenses related to the release of the Note and liens securing same.

10.11 Amendments. No modification or amendment to this Agreement or to any of the other documents delivered in connection with this Agreement shall be valid or effective unless the same is signed by the party against whom it is sought to be enforced.

10.12 Benefits. This Agreement shall be binding upon and inure to the benefit of CLI and Borrower, and their respective successors and assigns, provided, however, neither party may, without the prior written consent of the other party, assign any rights, powers, duties or obligations under this Agreement or any of the other documents delivered in connection with this Agreement.

10.13 Invalid Provisions. If any provision of this Agreement or any of the other documents delivered in connection with this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the remaining provisions of this Agreement or any of the other documents delivered in

connection with this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

10.14 Conflicts. In the event any term or provision hereof is inconsistent with or conflicts with any provision of any of the other documents delivered in connection with this Agreement, the terms and provisions contained in this Agreement shall be controlling.

10.15 Counterparts; Facsimile Documents, Signatures and Esign. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document

format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means containing, or to which there is affixed, an electronic signature.

In witness whereof Borrower and CLI have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

[signature pages to follow]

CLI CAPITAL

BY: _____
Jason Hall, President

The State of Texas §
 §
County of _____ §

This instrument was acknowledged before me on the _____ day of January, 2022, by Jason Hall, President of CLI Capital.

Notary Public, State of Texas

IPS ENTERPRISES, INC., a Texas corporation

By: _____

Its: _____

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of January, 2022, by _____, _____ ENTERPRISES, INC., a Texas corporation, on its behalf.

Notary Public, State Texas

**ESCROW AND DISBURSEMENT AGREEMENT
(Jacksonville 3)**

THIS ESCROW AND DISBURSEMENT AGREEMENT, dated as of [CLOSING DATE], 2022, (this “Agreement”), is made and entered into by and between **IPS Enterprises, Inc.**, a Texas nonprofit corporation (the “Borrower”), and **First American Title Insurance Company** the “Title Company”), and the **Florida Department of Education** (the “State” or the “Lender”), and **Building Hope Finance**, a District of Columbia not for profit corporation (the “Loan Administrator”) with reference to the following facts:

WHEREAS, the Borrower and the Lender have entered into a Loan Agreement, dated as of [CLOSING DATE], 2022 (the “Loan Agreement”), pursuant to which the Lender will make a loan to the Borrower in the amount of \$[_____] (the “Loan”) for the purpose of financing the acquisition and construction of the Project and for other permitted uses as further described in the Loan Agreement;

WHEREAS, the parties are entering into this Agreement to set forth the terms and conditions upon which Borrower’s requisitions of the proceeds of the Loan will be approved by the Loan Administrator and disbursed by the Title Company; and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the funding of the Loan under the Loan Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used and not otherwise defined in this Agreement shall have the same respective meanings given to such terms in the Loan Agreement or that Master Trust Indenture dated as of March 1, 2021 (as supplemented and amended, the “Master Indenture”), by and between the Borrower and Regions Bank (the “Master Trustee”) or the Master Lease Agreement dated as of March 1, 2021 (as supplemented and amended, the “Master Lease”), by and between the Borrower and IDEA Florida, Inc. In addition the following terms shall have the following respective meanings (such definitions to be equally applicable to the singular and plural forms of the defined terms):

“*Advance*” means (i) with respect to amounts paid or payable to the Contractor, Contractor’s invoice to be delivered by the Borrower or the Inspecting Architect to the Loan Administrator and the Title Company as a condition to the Loan Administrator approving an Advance, in such form and certified by such parties as required by the Loan Administrator and the Title Company, together with such schedules, affidavits, releases, waivers, statements, invoices, bills, and other documents, certificates and information as may be required by the Loan Administrator and the Title Company; or (ii) with respect to amounts paid or payable to parties other than the Contractor, a written request substantially in the form of Exhibit D to this Agreement, signed by the Borrower and accompanied by copies of invoices or such other supporting documentation as the Loan Administrator and the Title Company may reasonably require; or (iii) with respect to the Borrower, each disbursement of Loan proceeds that is approved by the Loan Administrator and disbursed by the Title Company, to be applied to, or

reimbursed to the Borrower for, the costs identified in the Development Budget, subject to the terms and conditions of this Agreement.

“Assignment of Construction Contract” means that Assignment of Construction Contract and Development Documents dated as of [CLOSING DATE], 2022, with respect to the Construction Contract by the Borrower in favor of the Master Trustee, consented to by the Contractor.

“Loan” has the meaning set forth in the recitals hereto.

“Change Order” means any change or supplement to the Plans, Construction Contract, if any, or subcontract as permitted by this Agreement or the Senior Loan Documents.

“Collateral Documents” means the Second Lien Mortgage and Security Agreement with Assignment of Rents and Leases dated as of [CLOSING DATE], 2022, executed by the Borrower for the benefit of the Lender; the Assignment of Construction Contract; and any other agreement pursuant to which the Borrower provides a lien on its assets in favor of the Lender or the Master Trustee and all financing statements and other filings, documents and agreements made or delivered pursuant thereto.

“Completion Date” means the earlier of [DATE], 202_, or the date on which the Inspecting Architect issues a certificate to the Lender stating that the Improvements have been completed in accordance with the Plans.

“Construction Costs” means all costs approved by the Loan Administrator and disbursed by the Title Company relating to the acquisition and construction or rehabilitation of the Improvements or otherwise pertaining to the Project, as set forth in the Development Budget.

“Construction Contract” means the agreement between the Borrower and the Contractor relating to the construction or rehabilitation of the Improvements.

“Construction Event of Default” has the meaning give to that term in Section 5.

“Contractor” means [], or such other contractor as may be approved by the Lender or the Loan Administrator, or the Borrower acting in the capacity of general contractor.

“Costs of the Project” means all hard and soft costs, including Construction Costs, relating to construction of the Project in accordance with the Plans, all as permitted or otherwise contemplated by the Loan Agreement.

“Development Budget” means the cost itemization (to be attached hereto as Exhibit B) of the total amount needed by the Borrower to rehabilitate or construct the Improvements and to perform the Borrower’s other obligations under the Loan Documents, which itemization may be amended from time to time in accordance with Section 2.

“Escrow” means certain proceeds of the Loan deposited with the Title Company on the Closing Date, to be administered in accordance with the terms and conditions of this Agreement.

“*Improvements*” means all improvements hereafter constructed and/or installed on the Real Property in accordance with the Plans and, subject to the terms of the Master Lease and the Loan Agreement, all replacements, repairs, additions, and modifications thereof or thereto.

“*Inspecting Architect*” means [] or such other architect as may be approved by the Lender or the Loan Administrator.

“*Permitted Encumbrance*” means any easements, encumbrances or restrictions listed on the schedule of exceptions in the Title Policy.

“*Plans*” or “*Plans and Specifications*” means the final plans and specifications for construction or rehabilitation of the Improvements (including any applicable general conditions), prepared by the Contractor and all amendments and modifications thereof made pursuant to Change Orders.

“*Project*” means the Real Property and the Improvements.

“*Real Property*” means that certain real property described in Exhibit A hereto.

“*Senior Loan*” means the loan made to the Borrower pursuant to the Senior Loan Documents.

“*Senior Loan Documents*” means the Loan Agreement dated as of [Closing Date], 2022, between the Borrower and CLI Capital (together with its successors and assigns, the “Senior Lender”), as amended and supplemented, the Mortgage dated as of [Closing Date] 2022, between the Borrower and the Senior Lender, the Real Estate Loan Note from the Borrower to the Senior Lender and all agreements and documents execute and/or delivered pursuant thereto.

“*Title Company*” means First American Title Insurance Company or another title insurance company selected by the Lender from time to time.

“*Title Policy*” means that title insurance policy issued to the Master Trustee as of the Closing Date insuring the Master Trustee’s interest in the Project

Section 2. Escrow; Approval of Disbursements of the Loan.

(a) ***Escrow.*** Lender proposes to direct Loan Administrator to deposit, a certain portion of the Loan proceeds into an escrow account (the “Escrow”) to be established and held by the Title Company for the benefit of the Lender and the Borrower. The Title Company shall hold and disburse all funds deposited into the Escrow in strict accordance with the terms and conditions of this Agreement. The functions and duties assumed by the Title Company, in its capacity as escrow agent, include only those described in this Agreement and the Title Company is not obligated to act except in accordance with the terms and conditions of this Agreement. The Title Company does not insure that the Project will be completed, nor does it insure that the Project, when completed, will be in accordance with the Plans, nor that sufficient funds will be available for completion, nor does it make the certifications of the Inspecting Architect its own, nor does it assume any liability for such certifications other than

procurement as one of the conditions precedent to each disbursement of Loan proceeds. The Title Company has no liability for loss caused by an error in any certification furnished it hereunder. In the event the Title Company is notified in writing by the Lender or the Loan Administrator of a default by the Borrower under the Senior Loan Documents, the Loan Agreement or any of the other Loan Documents, the Title Company shall discontinue making further disbursements under this Agreement until the Title Company receives written notice from the Lender or the Loan Administrator that such default has been cured or waived. At any time prior to the commencement of disbursement of Loan proceeds hereunder, the Title Company may terminate the Escrow and shall return to the respective depositors any documents and/or funds in the Title Company's possession relating to the Loan and/or the Project. If the Title Company discovers a misstatement in an affidavit, certification or other document furnished by the Borrower or the Inspecting Architect, or any inconsistency or contradiction between or among any supporting documentation required for a disbursement hereunder, the Title Company may, in consultation with the Lender and the Loan Administrator, stop disbursement until the misstatement has been corrected or otherwise require the Borrower or the Inspecting Architect to furnish or cause to be furnished verification of contract amounts by subcontractors or material suppliers. The Title Company has no liability under this Agreement relating to protection against mechanics' lien claims. All charges pertaining to the Escrow and disbursement of Loan proceeds hereunder shall be the sole responsibility of the Borrower and shall be billed and collected by the Title Company prior to disbursement of any Loan proceeds from the Escrow for which such charges are payable.

(b) ***Course of Construction Disbursements.*** Subsequent to the recordation of the Mortgage, and subject to the provisions of the Loan Agreement and this Agreement, and so long as no Event of Default or circumstance which with notice or time or both could constitute an Event of Default has occurred and is continuing, until such time as one hundred percent (100%) of the Costs of the Project have been disbursed, the Title Company shall disburse, directly to the Borrower, or, at the Loan Administrator's option, directly to the Contractor or the Inspecting Architect, or to such persons as have actually supplied labor, materials or services in connection with, or incidental to, the construction of the Improvements, such sums as are required to be used, and which shall be used only for the payment of Costs of the Project.

(c) ***Revisions to Development Budget.*** The Development Budget restricts disbursements to line items in cost categories. The Borrower agrees that the amounts of any cost category requested for disbursements will not exceed the amount stated in the Development Budget. The Borrower agrees to use disbursements solely in conformity with the Development Budget and for Costs of the Project. If the Improvements cannot be constructed or rehabilitated in strict conformity with the most recently approved Development Budget, the Borrower shall immediately submit to the Loan Administrator for its approval a revised Development Budget, which shall (a) identify the Borrower's requested changes in any line items; and (b) be accompanied by the Borrower's written statement of reasons for the changes. The Borrower shall execute such documentation and pay for such endorsements to the Title Policy as the Loan Administrator may reasonably require in connection with the revised Development Budget.

(d) ***[Reserved]***.

(e) ***Initial Disbursement.*** The initial disbursement of Loan proceeds (in an amount as approved by the Loan Administrator) by the Title Company shall only be payable as set forth in the Request for Advance once the conditions on Exhibit C to the Loan Agreement are met unless waived in writing by the Lender or the Loan Administrator.

(f) ***Final Disbursement.***

(i) Subject to the provisions of this Agreement (including subsection (ii) below), and so long as no Event of Default or Construction Event of Default or circumstance which with notice or time or both could constitute an Event of Default or Construction Event of Default has occurred and is continuing, the final disbursement of Loan proceeds, shall be made when the Borrower has delivered, or caused to be delivered to the Title Company and the Loan Administrator:

(A) A final executed copy of the Trademark License Agreement in substantially the form attached hereto as Exhibit E.

(B) A final executed copy of the Copyright License Agreement in substantially the form attached hereto as Exhibit F .

(C) A certificate of the Contractor to the effect, inter alia, that to their best knowledge, the Improvements have been fully completed in accordance with the Plans, all laws and governmental approvals, and the Lender or the Loan Administrator may request that the matters in such certificate be verified by the Inspecting Architect.

(D) A permanent certificate of occupancy for the Improvements and all other governmental approvals required for the use and occupancy of all portions of the Improvements shall have been duly issued and the Loan Administrator and the Lender shall have received copies thereof.

(E) The Lender shall have received an endorsement to the Title Policy in a form approved by the Lender or the Loan Administrator, insuring that no encroachments exist over any building, zoning, right-of-way or property boundary lines.

(F) The Lender shall have received a certified as-built survey, showing the location of all Improvements, easements, rights-of way and other matters affecting the Real Property.

(G) The Lender shall have received final lien releases from the Contractor and all subcontractors with respect to the work performed in connection with the construction and equipping of the Improvements.

(H) The Inspecting Architect shall have delivered a favorable report as to the detail set forth in the Plans, the quality of construction called for by the Plans and the adequacy of the Design-Build Agreement (as defined in the Senior Loan Documents) to provide for completion of the Improvements in accordance with the Plans and as to such other matters as the Lender may request.

(I) The Lessee shall provide the Lender and the Loan Administrator with a Tax Clearance Letter; provided, however, the forgoing shall only be required to the extent that the Lessee has established a tax account with the Florida Department of Revenue.

(J) The Borrower shall provide the Lender and the Loan Administrator with such other information and documentation reasonably requested by the Lender or the Loan Administrator.

(ii) To the extent that the final disbursement is not to be used for Costs of the Project, such disbursement may be made with the written approval of the Loan Administrator or Lender and shall not be subject to the conditions listed in (A) through (H) of subsection (i) above.

(g) ***Conditions and Procedures to Disbursements.*** Subject to the terms and conditions hereof, including those items set forth on Exhibit C hereto, the Title Company shall undertake to disburse the proceeds of the Loan from time to time for payment of Costs of the Project, Improvements and other development costs, all as described in the Development Budget, as such construction is completed and as the other development costs are incurred as the Loan Administrator or the Inspecting Architect shall determine. The Title Company's obligation to make any such disbursement is conditioned upon receiving a written request of the Borrower, delivery by the Borrower and written approval by the Loan Administrator or the Lender of the items required pursuant to Sections 2(e)-(f) and/or Exhibit C, as applicable, satisfaction of all other conditions to disbursements set forth herein, delivery of the items specified below and the performance by the Borrower of all of its covenants, agreements and obligations under this Agreement and the other Loan Documents, including the Senior Loan Documents. For the avoidance of doubt, no funds shall be disbursed for any construction related costs (other than the Initial Disbursement described in 2(e) above) unless and until the Borrower delivers to the Title Company and the Loan Administrator evidence satisfactory to the Loan Administrator of the approval or issuance of all necessary building permits required by applicable law.

(i) **Advance.** At least twenty (20) days prior to the date on which the Borrower desires an Advance, the Borrower shall submit to the Title Company, the Senior Lender and the Loan Administrator (i) a Request for Advance in the form attached as Exhibit D hereto and signed by the Borrower or the Inspecting Architect; (ii) a revised Development Budget showing the total project costs to date and the balance of each category of construction costs; (iii) a requisition using AIA Form G702/G703 or such other form as the Loan Administrator may

request signed by the Contractor and subcontractors and notarized, accompanied by lien waivers for the prior period, copies of all backup invoices in excess of \$2,500 from contractors and subcontractors and change orders, and copies of invoices for indirect construction costs, the accuracy of which may at the Loan Administrator's option be certified by the Inspecting Architect, and such other information and documentation required hereunder; and (iv) written approval of the Loan Administrator or the Lender. The Title Company shall not be required to disburse funds from the Escrow until ten (10) days after the last required item is received. The Loan Administrator shall not be required to approve an Advance for any line item in excess of the amount allocated to such line item as set forth in the Development Budget. Request for an Advance may not be submitted telephonically.

(ii) Schedule of Contractors and Lien Waivers. If requested by the Loan Administrator or the Lender, the Borrower shall furnish the Loan Administrator with a schedule from the Borrower identifying all contractors or subcontractors who have performed work or furnished materials in connection with the Improvements, together with lien waivers from the Contractor and all subcontractors who have performed work or furnished materials in connection with the Improvements, current through the period covered by such request for funds.

(iii) Loan in Balance; Borrower's Funds Account. The Title Company shall be obligated to disburse proceeds of the Loan only when the Loan is "in balance." The Loan is "in balance" only at such time and from time to time as the Loan Administrator or the Inspecting Architect may determine in its reasonable discretion that the then undisbursed portion of the aggregate amount of the Loan and the Senior Loan, plus any sums provided or to be provided by the Borrower hereunder or pursuant to the terms of the Loan Documents ("Borrower's Funds") are sufficient in the reasonable judgment of the Loan Administrator or Lender to pay the amount necessary for the timely and full payment of (i) all work done and not theretofore paid for or to be done in connection with the completion of the construction of the Improvements in accordance with the Plans, and (ii) all other costs (including interest on the Loan) incurred and not theretofore paid for or to be incurred in connection with the Project.

Unless otherwise shown in the Development Budget, Borrower's Funds are, or shall be upon request of the Lender or the Loan Administrator as provided below, on deposit with the Title Company (or such other accounts as may be approved by the Lender or the Loan Administrator in writing), in the name of the Borrower. The Loan is "out of balance" if and when the Lender or the Loan Administrator, in its reasonable judgment, determines that there are insufficient funds (including all undisbursed Loan and Senior Loan funds and any sums on deposit in the Escrow) to pay for all such costs and sums payable under the Loan Documents.

The Borrower acknowledges that the Loan may become “out of balance” in numerous ways, not all of which may now be foreseen. The Borrower further acknowledges that the Loan may become “out of balance” from a shortage of funds in any single line item or cost category of the Development Budget, even if there are undisbursed Loan proceeds in other line items or cost categories. Undisbursed Loan proceeds in one category or line item (e.g., construction costs) may not be applied to another category or line item (e.g., interest reserve) unless either the Development Budget allows such use (and only to the extent specifically allowed) or the Lender or the Loan Administrator consents in writing to such use in each instance. In the event that the Lender or the Loan Administrator so consents, such undisbursed Loan proceeds shall be transferred to a contingency line item before being transferred to another category or line item. Whenever the Loan becomes “out of balance,” the Lender or the Loan Administrator may make written demand on the Borrower to deposit Borrower’s Funds into the Escrow in an amount sufficient in the Lender’s or the Loan Administrator’s reasonable judgment to cause the Loan to be “in balance.” The Borrower shall either: (a) immediately deposit with the Title Company, in cash or cash equivalents, the amount that the Lender or the Loan Administrator, in their reasonable judgment, deem necessary to put the Loan “in balance” or (b) furnish the Loan Administrator with paid invoices, bills and receipts indicating that Borrower has paid, from Borrower’s Funds, for the Costs of the Project in a sufficient amount to put the Loan “in balance.”

The Borrower hereby irrevocably assigns, transfers, pledges and grants to the Lender a security interest in all Borrower’s Funds to secure the Loan which security interest shall be subject to the terms and conditions of the Master Indenture. This Agreement is intended to constitute a security agreement under the Uniform Commercial Code of the State of Florida and any other applicable law with respect to any deposit accounts established pursuant to the terms of this Agreement and by this Agreement, the Borrower grants to the Lender a security interest in such deposit accounts. Until such time as a default exists hereunder, Borrower’s Funds may be used for the purposes contained in the Loan Documents and/or this Agreement. The Borrower hereby irrevocably authorizes and empowers the Lender and the Loan Administrator to use and/or dispose of the whole of such deposited money comprising Borrower’s Funds (and any further or additional sums hereafter deposited with the Title Company for like purposes), and the Borrower and the Lender hereby agree that the same shall be used and/or disposed of, in the manner and for the purposes described in the Loan Documents and/or this Agreement. Any failure or refusal by the Borrower to comply with the provisions of this Paragraph shall be deemed a default hereunder.

At any time, the Lender or the Loan Administrator may evaluate the sufficiency of undisbursed Loan proceeds allocated to contingency line items, exercising its reasonable judgment in light of any of (a) the Lender’s or the Loan Administrator’s projections of development, rehabilitation and construction costs applicable to the Project to periods up to and including the full remaining term of the Loan (and permitted extensions, if any); and (b) cost overruns or Change

Orders. Based on the Lender's or the Loan Administrator's evaluation of these data and projections, the Loan may be "out of balance." If this happens, the Lender may exercise its rights under this Section or, if it so chooses, the Lender or the Loan Administrator may apply Borrower's Funds to pay all future interest to cover, in the Lender's or the Loan Administrator's reasonable judgment, any and all amounts that might become due during the remaining term of the Loan.

(iv) **Senior Loan in Balance.** Anything contained in this Agreement to the contrary notwithstanding, it is expressly understood and agreed that the Senior Loan shall at all times be "in balance." The Senior Loan shall be deemed to be "in balance" only at such time and from time to time as the Senior Lender or the Inspecting Architect may determine in its reasonable discretion that the then undisbursed portion of the aggregate amount of the Senior Loan equals or exceeds the amount necessary for the timely and full payment of (i) all work done and not theretofore paid for or to be done in connection with the completion of the construction of the Improvements in accordance with the Plans, and (ii) all other costs (including interest on the Senior Loan) incurred and not theretofore paid for or to be incurred in connection with the Project. The Borrower agrees that if the Senior Loan is deemed not to be "in balance", the Borrower shall provide written notice of the same to the Loan Administrator and the Lender. The Loan Administrator shall have no obligation to approve an Advance while the Senior Loan is not "in balance".

(v) Notwithstanding the foregoing, the Loan Administrator may approve an Advance to the Borrower by providing written approval to the Title Company and in such instance the foregoing requirements will not need to be delivered by the Borrower. For the avoidance of doubt such written approval will be required for each Advance in which the Borrower does not deliver the foregoing requirements.

(h) **Limitation on Disbursement.** The proceeds of the Loan shall be disbursed to the Borrower or, at the Loan Administrator's or Lender's option, directly to the Contractor, or to such persons as have actually supplied labor, materials or services in connection with, or incidental to, construction or rehabilitation of the Improvements. Disbursements of Loan proceeds shall be made by the Title Company only to defray Costs of the Project actually incurred by the Borrower and with the consent of the Loan Administrator or the Lender. Disbursements on account of the direct costs of constructing and rehabilitating the Improvements shall be limited to the lesser of (i) the actual cost to the Borrower of work and labor performed on the Improvements and materials incorporated into the Improvements, or (ii) the actual value based on the percentage of completion (as determined by the Loan Administrator or the Lender in their sole discretion) of such work and labor performed.

Section 3. Representations and Warranties of Borrower. Subject to the terms of the Loan Agreement, the Borrower makes the following representations and warranties for the benefit of the Lender, each of which is material and is relied upon by the Lender. Each of the following representations and warranties shall be true and accurate as of the Closing Date and

upon disbursement of each Advance. The Borrower agrees that such representations and warranties shall survive and continue until full and final payment of all sums owed under the Loan Documents.

(a) ***Liens.*** Other than the Master Indenture and the Bonds related thereto, the Borrower has made no contract or arrangement of any kind, the performance of which by the other party thereto would give rise to a lien on the Project, except for its arrangements with the Contractor or any Permitted Encumbrances.

(b) ***Plans, Defects.*** The Plans are satisfactory to the Borrower, and to the extent required by any law or any effective restrictive covenant, have been approved by all applicable governmental authorities and the beneficiaries of any such covenant respectively.

(c) ***Utilities.*** All utility services necessary for the construction or rehabilitation and operation of the Improvements for their intended purpose are, or will as needed be, available at the Real Property, including water supply, storm drain and sanitary sewer facilities, and gas, electric and telephone facilities.

(d) ***Roads.*** All roads necessary for the full use of the Improvements for their intended purposes have been, or will as needed be, completed, or the necessary rights-of-way therefor have either been acquired by the applicable governmental authority or dedicated to public use and accepted by such governmental authority. All necessary steps have been taken by the Borrower and such governmental authority to assure the completion of any needed construction thereof.

(e) ***CC&Rs, Zoning.*** The Borrower has examined, is familiar with, and upon completion of construction or rehabilitation, the Improvements will in all respects conform to and comply with, all covenants, conditions, restrictions, reservations and zoning ordinances affecting the Project.

(f) ***Advance.*** Each Advance request shall be true, complete and accurate and the submission of same shall constitute a reaffirmation of the representations, warranties and covenants contained herein.

(g) ***Incorporation by Reference.*** The representations and warranties of the Borrower set forth in Section 3 of the Loan Agreement are incorporated herein by reference as if fully set forth in this Section 3.

Section 4. Borrower's Covenants. Subject to the terms of the Loan Agreement, the Borrower covenants and agrees with the Lender that until the full and final payment of the Loan, the Borrower shall comply with the following covenants:

(a) ***Borrower's Funds.*** Should it appear at any time in the Lender's or the Loan Administrator's reasonable judgment that the sum of undisbursed Loan proceeds and the then current balance (as determined by the Lender or the Loan Administrator in good faith) of the Escrow, if any, are insufficient to provide the financing for construction, rehabilitation or equipping of the Improvements, the Borrower shall pay to

the Title Company within 10 days following receipt of written demand by the Lender or the Loan Administrator, an amount equal to such deficiency for deposit into the Escrow.

(b) ***Lien Priority.*** At the Borrower's own cost and expense, the Borrower shall maintain the Mortgage as a lien on the Real Property and the Collateral, subject only to the lien of the Senior Loan.

(c) ***Construction or Rehabilitation of the Improvements.*** The Borrower shall cause (i) the Improvements to be constructed or rehabilitated in a good and workmanlike manner, with materials of high quality, and in accordance with the Plans, applicable laws and sound building and engineering practices, (ii) the construction or rehabilitation of the Improvements to be prosecuted with diligence and continuity and completed in accordance with the Plans on or before the Completion Date, free and clear of liens or claims for liens, and (iii) all licenses and permits necessary for the occupancy, use or sale of the Improvements to be issued.

(d) ***Change Orders.***

(i) The Borrower shall not permit any material amendments or modifications of the Plans, the Construction Contract or any subcontracts, or the performance of any work pursuant to such amendments or modifications without written notice to the Loan Administrator and the Title Company. The Borrower agrees to provide the Loan Administrator and the Title Company with copies of all proposed Change Orders, together with all additional documents that the Loan Administrator or Title Company may require. These documents may include the following: (a) plans and specifications indicating the proposed change; (b) a written description of the proposed change and related working drawings; and (c) a written estimate of the cost of the proposed change and the time necessary to complete it.

(ii) In connection with any amendment or modification pursuant to Section 4(d)(i) above, the Borrower shall obtain from the appropriate persons or entities all approvals of any changes in the Plans, specifications, work, materials or contracts that are required in connection with the construction or rehabilitation of the Project, or under the terms of any loan commitment or other agreement relating to the Project and deliver copies of the same to the Loan Administrator.

(iii) The Borrower agrees to provide copies of all Change Orders delivered under the Senior Loan Documents to the Loan Administrator.

(e) ***Paid Vouchers.*** The Borrower shall deliver to the Loan Administrator and/or the Lender, on demand, copies of any contracts, bills of sale, statements, receipted vouchers or agreements under which the Borrower claims title to any materials, fixtures or articles incorporated in the Improvements.

(f) ***Application of Disbursements.*** The Borrower shall receive all disbursements from the Lender under the Loan Agreement or this Agreement in trust, strictly for the purpose of paying the costs identified in the request for such disbursement.

(g) ***Continuation and Date-Down Endorsements.*** If reasonably required by the Loan Administrator, as a condition precedent to each disbursement, the Borrower shall, at its own cost and expense, deliver or cause to be delivered to the Loan Administrator, from time to time, such continuation and date down endorsements to be attached to the Title Policy, in form and substance satisfactory to the Loan Administrator, as the Loan Administrator deems necessary to insure the lien priority of the Mortgage, as of the date of and including the amount covered by each such disbursement, and the Borrower agrees to furnish to the Title Company such surveys and other information as are required by the Loan Administrator or the Title Company to enable the Title Company to issue such endorsements to the Lender.

(h) ***Notice.*** The Borrower shall promptly notify the Loan Administrator and the Title Company in writing of any notice to the Borrower that the Improvements or construction thereof or the Project fails in any respect to comply with any applicable law.

(i) ***No Amendment.*** The Borrower shall not enter into any amendments to the Plans without the Lender's prior written consent.

(j) ***Inspecting Architect and Contractor.*** The Borrower shall not replace the Inspecting Architect or the Contractor, enter into any material modifications of the Construction Contract, except as permitted hereby; or fail to perform the Borrower's covenants thereunder, without Lender's or the Loan Administrator's prior written consent, which may be given or withheld in the Lender's or the Loan Administrator's sole discretion, as applicable.

(k) ***Appraisals.*** The Borrower acknowledges the Lender's or the Loan Administrator's right to obtain a new appraisal or update an existing appraisal of the Project at any time while the Loan or any portion thereof remains outstanding to comply with statutes, rules, regulations or directives of governmental agencies having jurisdiction over the Lender, provided that the Lender and the Loan Administrator shall not require such appraisal or update more often than once every five years. Further, the Borrower hereby agrees to pay, upon demand, all appraisers' fees and related expenses incurred by the Lender or the Loan Administrator from time to time in obtaining appraisal reports.

Section 5. Events of Default. The occurrence of any one or more of the following events shall constitute a "Construction Event of Default" hereunder and at the Lender's or Loan Administrator's option, exercisable in their sole discretion, shall terminate any obligation of the Loan Administrator or the Title Company to approve any Advances.

(a) The Borrower breaches, or defaults under, any term, covenant, condition or provision contained in this Agreement for a period of 30 days after written notice is given to the Borrower by the Title Company or the Loan Administrator, specifying such breach and requesting that it be remedied; provided, however, if such breach is correctable but cannot be corrected within 30 days and corrective action is instituted by the Borrower within 30 days and diligently pursued until corrected, then no Construction Event of Default shall be deemed to have occurred, unless such cure has not been completed within 60 days after such written notice.

(b) The Borrower, the Inspecting Architect or the Contractor does not proceed diligently and continuously with the construction or rehabilitation of the Improvements or the construction or rehabilitation of the Improvements is otherwise discontinued for a period of 30 consecutive days or more, for any reason other than Force Majeure or delays authorized pursuant to the terms of the Construction Contract.

(c) Any person obtains an order or decree in any court of competent jurisdiction prohibiting the construction or rehabilitation of the Improvements or the Borrower from performing its obligations under this Agreement, the Loan Agreement, or any other Loan Document, and such order or decree is not vacated within 30 days after the granting thereof.

(d) The Borrower neglects, fails or refuses to keep in full force and effect for more than five days, any permit or approval with respect to the construction or rehabilitation of the Improvements or the use and occupancy thereof.

(e) Any bonded notice to withhold Loan proceeds is validly served on the Lender or the Title Company and within 30 days of the receipt of such service (i) is not discharged, or (ii) if the amount claimed is disputed in good faith by the Borrower or the Contractor, an appropriate counter bond or equivalent acceptable to the Lender or the Loan Administrator is not provided to the Lender or the Loan Administrator.

(f) The imposition, voluntary or involuntary, of any lien or encumbrance upon the Project without the Lender's written consent and that does not otherwise constitute a Permitted Encumbrance, unless an adequate counter bond is provided and such lien is accordingly released within 30 days of the imposition of such lien.

(g) An event or condition occurs or arises that materially impairs the Borrower's intended use of the Project.

Section 6. Remedies. If a Construction Event of Default occurs under this Agreement:

(a) The Lender, or the Loan Administrator on behalf of the Lender, may exercise any right or remedy which it has under the Loan Agreement or any of the other Loan Documents, or which is otherwise available at law or in equity or by statute, and all of the Lender's rights and remedies shall be cumulative.

(b) Subject to the Master Indenture, the Lender shall have the right, in its sole discretion and without obligation to do so, to enter the Project and take possession of it, whether in person, by agent or by court-appointed receiver, to perform any and all work and labor necessary to complete the construction or rehabilitation of the Improvements substantially in accordance with the Plans, and to collect rents and otherwise protect its collateral and exercise its rights and remedies under the Loan Documents. If the Lender exercises any of the rights or remedies provided in this Section 6(b), that exercise shall not make the Lender a partner or joint venturer of the Borrower. All sums which are expended by the Lender in completing the construction or rehabilitation of the Improvements or in preserving the Lender's collateral for the Loan shall be considered a

loan to the Borrower secured by the Collateral Documents and shall bear interest at the Default Rate contained in the Loan Agreement.

(c) Notwithstanding the exercise of any remedy described above or the existence of any Construction Event of Default, the Lender, or the Loan Administrator at their option, may approve any Advance or disburse any or all of Borrower's Funds without (i) waiving the Lender's right to demand payment of the Loan in accordance with the terms of the Loan Agreement and the other Loan Documents, (ii) incurring liability to approve any other or further Advances, and (iii) waiving the Lender's or Loan Administrator's right to require compliance with the Borrower's covenant to correct any defect in the Improvements or departure from the Plans not approved by the Lender or the Loan Administrator.

Section 7. Force Majeure. If the work of construction or rehabilitation is directly affected and delayed by Force Majeure, the Borrower must notify the Lender and the Loan Administrator in writing within 10 calendar days after the event constituting Force Majeure.

Section 8. Miscellaneous.

(a) **Disclaimer.** WHETHER OR NOT THE LENDER ELECTS TO EMPLOY ANY OR ALL OF THE REMEDIES AVAILABLE TO THE LENDER UPON THE OCCURRENCE OF A CONSTRUCTION EVENT OF DEFAULT, THE LENDER SHALL NOT BE LIABLE FOR THE CONSTRUCTION OR REHABILITATION OF, OR FAILURE TO CONSTRUCT, REHABILITATE, COMPLETE OR PROTECT, THE IMPROVEMENTS.

(b) **Notices.** All notices, demands, requests or other communications (including communications by facsimile transmission or email) provided for or allowed hereunder shall be given in accordance with Section 10.1 of the Loan Agreement.

(c) **No Third Party Beneficiaries.** This Agreement is made for the sole benefit of the Borrower, the Lender, the Title Company and the Loan Administrator and each of their successors and assigns, and no other person shall have any rights or remedies under or by reason of this Agreement or any right to exercise any right or power of the Lender hereunder or arising from any default by the Borrower. The Lender, the Title Company and the Loan Administrator shall owe no duty whatsoever to any claimant for labor performed or material furnished in connection with the rehabilitation, construction or equipping of the Improvements nor any duty whatsoever to apply any undisbursed Loan proceeds to the payment of any such claim or to exercise any right or power of the Lender hereunder or arising from any default by the Borrower.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida.

(e) **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF THE PARTIES HERETO, (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP

BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

(f) **Entire Agreement.** This Agreement and all other Loan Documents constitute the entire understanding between the parties hereto with respect to the subject matter hereof, superseding all prior written or oral understandings.

(g) **Publicity, Signs.** The Borrower hereby agrees that the Lender, at the Lender's expense, may publicize the financing of the Project (including the name of the Borrower) and, in connection therewith, may use the Project name and address, and a description, photograph or other illustrative drawing of the Project.

(h) **Headings.** The various headings of this Agreement are included for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

(i) **Severability.** Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

(j) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but taken together shall be one and the same document.

(k) **Exhibits.** All exhibits attached hereto are incorporated herein as if fully set forth within this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Florida Department of Education,
as Lender

By: _____
Name: _____
Title: _____

Building Hope Finance,
a District of Columbia not for profit corporation, as
Loan Administrator

By: _____
Name: _____
Title: _____

IPS Enterprises, Inc.,
a Texas nonprofit corporation, as Borrower

By: _____
Name: _____
Title: Chief Executive Officer

First American Title Insurance Company

By: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT B
DEVELOPMENT BUDGET

EXHIBIT C

CONDITIONS AND PROCEDURES TO DISBURSEMENTS

I. LOAN DISBURSEMENTS.

A. No more than once each month, as approved by the Lender or the Loan Administrator, following recordation of the Mortgage, the Borrower shall submit to the Title Company and the Loan Administrator a request for disbursement along with a written itemized statement ("Certificate for Progress Payment"), detailing the information and documents described in Section 2(f) of the Disbursement Agreement.

II. IT IS UNDERSTOOD AND AGREED THAT THE TITLE COMPANY, THE LENDER AND THE LOAN ADMINISTRATOR MAY AND WILL ACT IN RELIANCE UPON EACH REQUEST FOR DISBURSEMENT AND CERTIFICATION FOR PROGRESS PAYMENT SUBMITTED AS A REPRESENTATION AND WARRANTY ON BEHALF OF THE BORROWER AND THE BORROWER AGREES THAT THE TITLE COMPANY, THE LENDER AND THE LOAN ADMINISTRATOR SHALL BE HELD HARMLESS FROM ANY LOSS OR LIABILITY THAT IT MAY INCUR AS A RESULT OF ANY SUCH REPRESENTATION OR WARRANTY BECOMING UNTRUE.

III. All of the terms and conditions contained herein shall be in addition to the terms and conditions set forth in the Loan Agreement and the Disbursement Agreement. The Loan proceeds shall be disbursed by the Title Company as follows, subject to the provisions regarding as provided in the Disbursement Agreement and upon delivery of the conditions set forth below hereto.

A. Advances. Advances shall be made in accordance with Section 2 of the Disbursement Agreement and in the form attached to the Disbursement Agreement as Exhibit D and consist of the costs set forth in more detail in the Development Budget. The construction of the Improvements is to be completed in accordance with the Plans.

1. **Disbursement of Funds.** Unless otherwise approved in writing by the Loan Administrator, no funds will be disbursed as an Advance until the Borrower provides the Loan Administrator and the Title Company with the following, in form and substance satisfactory to the Loan Administrator or the Lender:

(a) **Construction Contracts.** If requested by the Loan Administrator, a copy of each general construction contract, if any (the "Construction Contract"), and a copy of each subcontract entered into by the Borrower, the Inspecting Architect or by the Contractor, as the case may be, (each, a "Subcontract" and together, the "Subcontracts") shall be included as necessary in connection with each request for disbursement under the Disbursement Agreement.

(b) **Assignment of Construction Contract.** An Assignment of Construction and Development Documents to the Master Trustee via the Assignment of Construction and Development Documents.

(c) **Permits.** Evidence that permits have been obtained for the portion of the Costs of the Project for which a disbursement has been requested, when applicable, including but not limited to, building permits approved by the City

(d) **Development Budget.** A line item schedule of (i) the costs and expenses of any of the Borrower's undertakings in this Agreement or of any of the other Loan Documents, (ii) interest on borrowings under the Loan, (iii) the costs and expenses of the Lender, the Title Company and the Loan Administrator which are payable by the Borrower, or reimbursable by the Borrower as set forth herein, (iv) the costs and expenses of the labor and materials used in constructing the Improvements, and (v) the costs and expenses incidental to the Loan, the rehabilitation or construction of the Improvements, the Borrower's undertakings in the Disbursement Agreement or any of the other Loan Documents, or any other matters or things contemplated thereby, together with a cost review prepared by the Inspecting Architect, with such budget subject to revision to allocate cost savings on any one line item to the cost of another line item.

(e) **Proof of Insurance.** Proof of insurance as may be required pursuant to the Master Lease and the Master Indenture.

(f) **Compliance with Loan Agreement.** Certification of compliance with the Loan Agreement, with no uncured events of default thereunder.

B. Costs of the Project. Upon receipt of a written request or invoice of the Borrower and the written consent of the Loan Administrator, funds may be disbursed from the Escrow to the Borrower to be used for purposes other than the Costs of the Project.

IV. STOP NOTICES SHALL BE RESERVED AGAINST THE APPROPRIATE LINE ITEM APPLICABLE THERETO TO THE EXTENT AVAILABLE AND, IF NOT, TO THE CONTINGENCY RESERVE TO THE EXTENT AVAILABLE. IF NEITHER THE LINE ITEM NOR THE CONTINGENCY RESERVE IS FULLY AVAILABLE, THE AMOUNT OF THE STOP NOTICES WHICH CANNOT BE RESERVED AGAINST THE LINE ITEM OR CONTINGENCY RESERVE SHALL BE RESERVED AGAINST THE CONSTRUCTION PERIOD INTEREST LINE ITEM.

[Remainder of page left blank]

EXHIBIT D
REQUEST FOR ADVANCE

\$ _____

Requisition No. _____

[DATE]

[NAME AND ADDRESS]

Ladies and Gentlemen:

On behalf of IPS Enterprises, In., (the "Borrower"), the undersigned hereby requisitions funds in accordance with the Disbursement Agreement dated as of [CLOSING DATE], 2022, (the "Disbursement Agreement"), the sum of \$ _____ from Loan proceeds to be paid to the person or persons indicated below [and on Exhibit A attached hereto]:

(1) \$ _____ for _____

_____ payable to _____, and

(2) \$ _____ for _____

_____ payable to _____.

The undersigned certifies that (a) the obligation to make such payment was incurred by the Borrower in connection with the acquisition and rehabilitation or construction of the Project, is a proper charge against the Development Budget, and has not been the basis for any prior requisition which has been paid; (b) the Borrower has not received written notice of any lien, right to lien or attachment upon, or claim affecting the right of such payee to receive payment of, any of the money payable under this requisition to any of the persons, firms or corporations named herein, or if any notice of any such lien, attachment or claim has been received such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition; (c) this requisition contains no items representing payment on account of any retained percentages which the Borrower is entitled or required to retain at this date under the Loan Agreement or the Disbursement Agreement; (d) no "Event of Default," or event which after notice or lapse of time or both would constitute such an "Event of Default" under the Loan Agreement has occurred and not been waived; and (e) the advance will be paid prior to [_____] 1, 20[___].

The undersigned certifies that the funds advanced hereunder shall be used to pay Costs of the Project includable in the aggregate basis of the Improvements constituting the Project.

Capitalized terms used in this requisition and certificate and not defined herein shall have the meanings assigned thereto in the Loan Agreement or Disbursement Agreement, as applicable.

The following paragraph is to be completed when any requisition and certificate includes any item for payment for labor or to contractors, builders or materialmen.

I hereby certify that insofar as the amount covered by the above requisition includes payments to be made for labor or to contractors, builders or materialmen, including materials or supplies, in connection with the acquisition of the Project, (i) all obligations to make such payment have been properly incurred, (ii) any such labor was actually performed and any such materials or supplies were actually furnished or installed in or about the Project and are a proper charge against the Development Budget, and (iii) such materials or supplies either are not subject to any lien or security interest or, if the same are so subject, such lien or security interest will be released or discharged upon payment of this requisition.

IPS ENTERPRISES, INC.,

By _____,

By _____
[Name]
[Title]

By _____, a

By _____
[Name]
[Title]

[EXHIBIT A TO REQUISITION]

EXHIBIT E
TRADEMARK LICENSE AGREEMENT

EXHIBIT F
COPYRIGHT LICENSE AGREEMENT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

4. **COLLATERAL:** This financing statement covers the following collateral:

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. **ALTERNATIVE DESIGNATION** (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensors

8. **OPTIONAL FILER REFERENCE DATA:**

Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions, especially Instruction 1; use of the correct name for the Debtor is crucial.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Send completed form and any attachments to the filing office, with the required fee.

ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.

C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor's name.** Carefully review applicable statutory guidance about providing the debtor's name. Enter only one Debtor name in item 1 -- either an organization's name (1a) or an individual's name (1b). If any part of the Individual Debtor's name will not fit in line 1b, check the box in item 1, leave all of item 1 blank, check the box in item 9 of the Financing Statement Addendum (Form UCC1Ad) and enter the Individual Debtor name in item 10 of the Financing Statement Addendum (Form UCC1Ad). Enter Debtor's correct name. Do not abbreviate words that are not already abbreviated in the Debtor's name. If a portion of the Debtor's name consists of only an initial or an abbreviation rather than a full word, enter only the abbreviation or the initial. If the collateral is held in a trust and the Debtor name is the name of the trust, enter trust name in the Organization's Name box in item 1a.

1a. **Organization Debtor Name.** "Organization Name" means the name of an entity that is not a natural person. A sole proprietorship is **not** an organization, even if the individual proprietor does business under a trade name. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed public organic records to determine Debtor's correct name. Trade name is insufficient. If a corporate ending (e.g., corporation, limited partnership, limited liability company) is part of the Debtor's name, it must be included. Do not use words that are not part of the Debtor's name.

1b. **Individual Debtor Name.** "Individual Name" means the name of a natural person; this includes the name of an individual doing business as a sole proprietorship, whether or not operating under a trade name. The term includes the name of a decedent where collateral is being administered by a personal representative of the decedent. The term does not include the name of an entity, even if it contains, as part of the entity's name, the name of an individual. Prefixes (e.g., Mr., Mrs., Ms.) and titles (e.g., M.D.) are generally not part of an individual name. Indications of lineage (e.g., Jr., Sr., III) generally are not part of the individual's name, but may be entered in the Suffix box. Enter individual Debtor's surname (family name) in Individual's Surname box, first personal name in First Personal Name box, and all additional names in Additional Name(s)/Initial(s) box.

If a Debtor's name consists of only a single word, enter that word in Individual's Surname box and leave other boxes blank.

For both organization and individual Debtors. Do not use Debtor's trade name, DBA, AKA, FKA, division name, etc. in place of or combined with Debtor's correct name; filer may add such other names as additional Debtors if desired (but this is neither required nor recommended).

1c. Enter a mailing address for the Debtor named in item 1a or 1b.

2. **Additional Debtor's name.** If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. For additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.

3. **Secured Party's name.** Enter name and mailing address for Secured Party or Assignee who will be the Secured Party of record. For additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP). If there has been a full assignment of the initial Secured Party's right to be Secured Party of record before filing this form, either (1) enter Assignor Secured Party's name and mailing address in item 3 of this form and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Assignee's name and mailing address in item 3 of this form and, if desired, also attach Addendum (Form UCC1Ad) giving Assignor Secured Party's name and mailing address in item 11.

4. **Collateral.** Use item 4 to indicate the collateral covered by this financing statement. If space in item 4 is insufficient, continue the collateral description in item 12 of the Addendum (Form UCC1Ad) or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.

Note: If this financing statement covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, attach Addendum (Form UCC1Ad) and complete the required information in items 13, 14, 15, and 16.

5. If collateral is held in a trust or being administered by a decedent's personal representative, check the appropriate box in item 5. If more than one Debtor has an interest in the described collateral and the check box does not apply to the interest of all Debtors, the filer should consider filing a separate Financing Statement (Form UCC1) for each Debtor.

6a. If this financing statement relates to a Public-Finance Transaction, Manufactured-Home Transaction, or a Debtor is a Transmitting Utility, check the appropriate box in item 6a. If a Debtor is a Transmitting Utility and the initial financing statement is filed in connection with a Public-Finance Transaction or Manufactured-Home Transaction, check only that a Debtor is a Transmitting Utility.

6b. If this is an Agricultural Lien (as defined in applicable state's enactment of the Uniform Commercial Code) or if this is not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 6b and attach any other items required under other law.

7. **Alternative Designation.** If filer desires (at filer's option) to use the designations lessee and lessor, consignee and consignor, seller and buyer (such as in the case of the sale of a payment intangible, promissory note, account or chattel paper), bailee and bailor, or licensee and licensor instead of Debtor and Secured Party, check the appropriate box in item 7.

8. **Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

PREPARED BY:
Samuel S. Karr, Esq.
Burdett, Morgan, Williamson & Boykin, LLP
701 South Taylor, Suite 440
Amarillo, Texas 79101

MORTGAGE

FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$_____ AND
FLORIDA NON-RECURRING INTANGIBLE TAXES IN THE AMOUNT OF \$_____
ARE BEING PAID UPON RECORDATION OF THIS INSTRUMENT.

MORTGAGE

MORTGAGE, dated January __, 2022, made by IPS ENTERPRISES, INC., a Texas corporation, 2115 W. Pike, Weslaco, Texas 78596, ("Mortgagor"), to CLI CAPITAL, a Texas real estate investment trust, 5305 Interstate 40 West, Amarillo, Potter County, Texas 79106, ("Mortgagee").

Recital

The "Note" secured hereby consists of a Real Estate Lien Note executed and delivered by Mortgagor and payable to the order of CLI Capital dated January __, 2022. All references to the "Note" herein shall be to the indebtedness represented in the Real Estate Lien Note. In return for a loan that Mortgagor received as described above, Mortgagor promises to pay \$18,000,000.00 (called "principal"), plus interest in accordance with the terms of the Note. The Note shall mature on or before January 18, 2027. All terms of the Note are made a part of this Mortgage.

Definitions

Mortgagor and Mortgagee agree that, unless the context hereof otherwise specifies or requires, the following terms shall have the meanings herein specified. Said definitions shall be applicable equally to the singular and the plural forms of such terms.

"Chattels" shall mean all fixtures, fittings, appliances, apparatus, equipment, machinery and articles of personal property and replacements thereof, other than those owned by lessees, now or at any time hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, enjoyment, occupancy or operation of the Improvements on the Premises.

"Event of Default" shall mean any event and circumstance described as an Event of Default in Section 2.01 hereof.

"Improvements" shall mean all structures or buildings now or hereafter located upon the Premises or any part thereof, including all equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings.

"Loan Agreement" shall mean that certain Loan Agreement dated effective as of January __, 2022, entered into by and between Mortgagor and Mortgagee.

"Property" shall mean the Premises, the Improvements, the Chattels and all other property, rights and interests described in the Granting Clause of this Mortgage.

"Premises" shall mean:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in Jacksonville, the County of Duval, and the State of Florida, being more particularly described in Exhibit A attached hereto and made a part hereof,

TOGETHER with all right, title and interest, if any, of Mortgagor in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of Mortgagor in and to said premises.

All terms in this Mortgage which are not defined above shall have the meanings set forth in this Mortgage.

Granting Clause

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of the principal, interest and any other sums payable under the Note and this Mortgage, and the observance and performance of the provisions hereof and of the Note, Mortgagor hereby mortgages and warrants to the Mortgagee all estate, right, title and interest of Mortgagor in, to and under any and all of the following described property, whether now owned or hereafter acquired subject to the permitted encumbrances more particularly described in Exhibit "B" attached hereto and made a part hereof:

(a) the Premises;

(b) the Improvements;

(c) the Chattels;

(d) all leases of the Premises, now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation cash or securities deposited thereunder to secure the payment or performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately

prior to the expiration of such terms, and including the right, upon the happening of an Event of Default, to receive and collect the rents thereunder; and

(e) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including without limitation insurance proceeds and condemnation awards.

ARTICLE I

Covenants of Mortgagor

Mortgagor covenants and agrees as follows:

1.01. Mortgagor shall punctually pay the principal, interest and all other sums to become due under the Note, at the time and place and in the manner specified in the Note, in the coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

1.02. Mortgagor represents and warrants that it has good and marketable title to the Premises; that the Premises are subject to no lien, claim or encumbrance except as set forth herein; that Mortgagor now and hereafter will own the Chattels free and clear of all liens, claims and encumbrances; and that this Mortgage is and will remain a valid and enforceable first lien on the Property subject only to the exceptions referred to herein; and that Mortgagor has full power and lawful authority to mortgage the Property as herein provided. Mortgagor forever shall preserve, warrant and defend such title to Mortgagee, and forever shall preserve, warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever, subject to the exceptions referred to herein.

1.03. Mortgagor, at Mortgagor's sole cost and expense, shall do, execute, acknowledge and deliver all and every such further acts, deeds, mortgages, assignments, transfers and assurances as Mortgagee from time to time shall reasonably require, for the better assuring, mortgaging, assigning, transferring and confirming unto Mortgagee the property and rights hereby mortgaged, assigned, transferred or intended now or hereafter to be mortgaged, assigned or transferred, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage. All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Premises, now owned by, hereafter acquired by, or released to Mortgagor, or constructed, assembled or placed by Mortgagor on the Premises, and all conversions of the security of this Mortgage, immediately upon such acquisition, release, construction, assembling, placement or conversion, without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as

though now owned by Mortgagor and specifically described in the granting clause hereof. Mortgagor, on demand, shall execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage. Mortgagor, upon the execution and delivery of this Mortgage, and thereafter on demand, at Mortgagor's sole cost and expense shall cause this Mortgage and any security instrument creating or evidencing a lien upon the Chattels or any other property to be secured hereby, and any other instrument of further assurance or instrument supplemental hereto or given in connection herewith, to be filed, registered or recorded in such manner and in such place or places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of Mortgagee in, the Property. On written demand, Mortgagor shall execute and deliver, and Mortgagor hereby authorizes Mortgagee, and irrevocably appoints Mortgagee as its attorney-in-fact, to execute and deliver in the name of and on behalf of Mortgagor, to the extent permitted by applicable law, one or more financing statements, chattel mortgages or comparable security instruments to evidence more effectively the lien hereof upon the Chattels, in accordance with the terms of this Mortgage.

1.04. Mortgagor, if a corporation, shall, so long as it is the owner of the Property, do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges as a business or stock corporation under the laws of the state of incorporation, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental authority or court applicable to Mortgagor or to the Property or any part hereof.

1.05. Mortgagor shall keep the Property free from statutory liens of every kind or nature, and shall pay and discharge when due all taxes of every kind or nature, general and special assessments, levies, permits, inspection and license fees, water and sewer rents and charges, and other governmental or public charges, fines and impositions, whether of a like or different nature, which are or may be levied or imposed upon, or assessed against, the Property or any part thereof, or upon the revenues, income, rents, issues and profits of the Property or arising in respect of the occupancy, use or possession thereof, provided that Mortgagor may cause such liens to be removed to a bond within thirty (30) days and not be in violation of this Section. Mortgagor, upon the written request of Mortgagee, shall deliver to Mortgagee receipts evidencing the payment of all such taxes, assessments, levies, fees, rents, charges, fines and impositions. For purposes of this Mortgage, assessments which have been made payable in installments at the application of Mortgagor nevertheless shall be deemed due and payable in their entirety on the earlier of the day the first installment becomes due or payable or a lien.

1.06. Mortgagor shall pay all filing, registration or recording fees; all Federal, State, county and municipal taxes, duties, imposts, assessments and charges; and all expenses incident to the execution, acknowledgment, delivery and recording of this Mortgage, the Note, any security instrument with respect to the Chattels, any

instrument of further assurance and any other instrument supplemental hereto or to be given in connection herewith. Mortgagor shall pay any and all taxes, charges, excises and levies imposed on Mortgagee by reason of the ownership or holding of this Mortgage or the Note, and shall pay all corporate stamp taxes and other taxes required to be paid on this Mortgage or the Note. If Mortgagor fails to make any such payment within five days after written demand, Mortgagee in addition to its other rights and remedies, may pay the amount due, and Mortgagor on demand shall reimburse Mortgagee for said amount. The amount so advanced by Mortgagee shall be a part of the indebtedness secured by this Mortgage. In the event of the passage of any law deducting from the value of the Premises, for purposes of taxation, the amount of any lien thereon or changing in any way the laws for the taxation of Mortgages or debts secured by Mortgages or the manner of the collection of any such taxes, so as to effect this Mortgage; then the indebtedness secured hereby, at the option of Mortgagee and upon thirty days written notice to Mortgagor, immediately shall become due and payable, provided, however, that said option shall be unavailing and the Note and this Mortgage shall remain in effect if, without violating such law or any applicable usury or other law, Mortgagor lawfully pays when due such taxes, including any interest or penalties thereon, to or for Mortgagee.

1.07. Mortgagor shall pay, from time to time when due, all lawful claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a lien on the Property or any part thereof, or on the revenues, income, rents, issues and profits arising therefrom. Mortgagor shall do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of Mortgagor, without expense to Mortgagee.

1.08. Mortgagor shall not be required to pay the obligations imposed upon Mortgagor by Sections 1.05, 1.06 or 1.07 hereof so long as Mortgagor, in good faith and at its own expense, shall contest the validity or amount of such obligation by appropriate legal proceedings, provided such proceedings shall prevent the collection thereof or other realization thereon and shall not result in the sale or forfeiture of the Property or any part thereof to satisfy the same. During any such contest, Mortgagor, at the option of Mortgagee, shall provide security satisfactory to Mortgagee assuring the discharge of Mortgagor's obligations hereunder and of any additional charge, penalty or expense arising from or incurred as a result of such contest. If, at any time, the payment of any obligation imposed upon Mortgagor under Section 1.05 shall become necessary to prevent the delivery of a tax deed conveying the Premises or any portion thereof because of nonpayment, then Mortgagor shall pay such obligation in sufficient time to prevent the delivery of such tax deed.

1.09. Mortgagor shall keep the Improvements and Chattels insured for the benefit of Mortgagee against loss by fire, casualty and such other hazards as may be specified by Mortgagee. Mortgagor shall further maintain in full force and effect at all times while any sums are outstanding under the Note, general liability insurance. All insurance to be maintained by Mortgagor hereunder shall be written in forms, amounts

and by companies reasonably satisfactory to Mortgagee, naming Mortgagee as insured. Mortgagor shall pay when due all premiums for such insurance. The policy or policies of such insurance, and renewals thereof, shall be delivered to Mortgagee, and shall have attached thereto a standard noncontributing mortgagee endorsement in favor of and entitling Mortgagee to collect any and all proceeds payable under all such insurance, as well as a standard waiver of subrogation endorsement, and shall contain provisions for ten days notice to Mortgagee prior to any cancellation thereof, all in form and substance satisfactory to Mortgagee. Mortgagor shall reimburse Mortgagee on demand for any premiums for insurance paid by Mortgagee on Mortgagor's default in maintaining any insurance required hereunder or in delivering the insurance policies to Mortgagee as provided herein.

Mortgagor shall give Mortgagee prompt notice of any loss covered by such insurance. In the event of any losses, the proceeds of insurance paid to Mortgagee shall be applied:

- (a) For the replacement and/or repair of the improvement damaged; or
- (b) Toward the purchase of additional property, which shall be secured to the same extent by this Mortgage as if originally acquired with Note proceeds; or
- (c) For the construction of additional improvements on the property; or
- (d) To prepay the Note without prepayment penalty; or for a combination of these purposes.

Mortgagor, subject to the approval of Mortgagee such approval not to be unreasonably withheld, conditioned or delayed, has the right to select which of these alternatives it desires to exercise and shall notify Mortgagee in writing in advance which alternative is selected by Mortgagor.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder, unless such insurance names Mortgagee as insured, with any and all proceeds payable to Mortgagee under a standard mortgage endorsement of the character above described. Mortgagor promptly shall deliver to Mortgagee the policy or policies of such insurance.

1.10 Mortgagor shall keep adequate records and books of account in accordance with generally accepted accounting principles and shall permit Mortgagee, and the agents, accountants and attorneys of Mortgagee, to visit and inspect the Premises and examine the records, books of account and papers of Mortgagor which reflect upon its financial condition, the income and expenses of the Property or the business conducted thereat, and to discuss the affairs, finances and accounts of Mortgagor with the officers, agents, accountants and attorneys of Mortgagor, at such

reasonable times as Mortgagee may request. Mortgagor promptly shall deliver to Mortgagee such other information with respect to Mortgagor and the Property as Mortgagee from time to time reasonably may request in writing.

1.11. Mortgagor shall not commit, suffer or permit any waste on or to the Property. Mortgagor at all times shall maintain the Improvements in good operating order and condition, and promptly shall make all repairs, renewals, replacements, additions and improvements in connection therewith which are necessary. The Improvements shall not be removed, demolished or materially altered without the prior written consent of Mortgagee in each instance such consent not to be unreasonably withheld, conditioned or delayed. None of the Chattels shall be removed without the prior written consent of Mortgagee in each instance, except where appropriate replacements free of superior title, liens, claims and encumbrances are timely made having a value at least equal to the value of the Chattels removed. Mortgagor shall not make any change in the use of the Property which will in any way increase the risk of damage to the Property by fire or other hazard.

1.12. Mortgagor represents and warrants that to its knowledge, no hazardous substance has been released, stored, spilled or otherwise deposited on the Premises, or used in the construction of the Premises, nor has any part of the Premises been used for a landfill, the result of which could impose any liability on Mortgagee under applicable Federal or state laws or regulations, exceptions may be disclosed in the Loan Agreement. Mortgagor shall not permit the release, storage, spilling or deposit on the Premises of any hazardous substance, and shall not permit the use of the Premises in violation of any applicable environmental law. As used herein, a hazardous substance shall mean any substance listed as hazardous or toxic in the regulations implementing the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., or other applicable environmental law. Mortgagor shall indemnify and hold Mortgagee harmless from and against all liability, claim, loss, damage or expense, including reasonable attorneys' fees, arising in connection with the representations, warranties and covenants herein.

1.13. Mortgagor shall not sell, transfer, assign or convey the Property or any part thereof or any interest, or enter into a lease of all or any portion of the Property, without the prior written consent of Mortgagee in each instance. Mortgagor shall not further mortgage, pledge or otherwise encumber the Property or any part thereof or any interest therein without the prior written consent of Mortgagee in each instance, except as customarily imposed in connection with the development of real property (i.e. Utility easements, etc.)

1.14. All awards and compensation payable to Mortgagor as a result of any condemnation or other taking, or of any purchase in lieu thereof, of all or any portion of the Premises, are hereby assigned to and shall be paid to Mortgagee. Mortgagor hereby authorizes Mortgagee to collect and receive such awards and compensation, to give

proper receipts and acquittances therefor, and to apply the same to the indebtedness evidenced by the Note, notwithstanding that such indebtedness may not then be due and payable. If any portion of such awards or compensation shall be applied to reduce the indebtedness evidenced by the Note, the same shall be applied to the then unpaid installments of principal under the Note in the inverse order of their maturity, so that the regular payments under the Note shall not be reduced or altered in any manner. Mortgagee shall be under no obligation to question the amount of any such award or compensation, and may accept the same in the amount in which the same shall be paid. Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or taking of the Premises or any portion thereof, shall notify Mortgagee of the pendency of such proceedings. Mortgagee may participate in any such proceedings and Mortgagor from time to time shall deliver to Mortgagee all instruments requested by Mortgagee to permit such participation. Mortgagor, upon request by Mortgagee, shall execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards and compensation to Mortgagee free and clear of all liens, claims or encumbrances. Mortgagee shall not be limited to the interest paid on any award or compensation, but shall be entitled to the payment of interest by Mortgagor at the applicable rate provided in the Note and herein.

1.15. Mortgagor, without the prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, of Mortgagee in each instance, shall not (a) execute an assignment of the rents or any part thereof from the Premises unless such assignment shall provide that it is subordinate to the assignment contained in this Mortgage, and all modifications, extensions and other amendments hereof, and any assignment of rents executed pursuant thereto, or (b) terminate or consent to the cancellation or surrender of any lease of the Premises or any part thereof, now existing or hereafter to be made, except where the lessee is in default thereunder, or (c) modify any such lease so as to shorten the unexpired term thereof or decrease the amount of the rents payable thereunder, or (d) accept prepayments of any installments of rents to become due under such leases, except prepayments in the nature of security for the performance of the lessees thereunder, or (e) commingle any lease security deposits of lessees with any other funds of Mortgagor, or (f) in any other manner impair the value of the Property or the security of this Mortgage. Mortgagor shall at all times promptly and faithfully pay and perform, or cause to be paid and performed, all of the terms, covenants and conditions contained in all leases of the Premises now or hereafter existing, on the part of the lessor thereunder to be paid or performed, and shall at all times compel the payment and performance by the lessee under each lease of all of the terms, covenants and conditions by such lessee to be paid or performed thereunder. If any of such leases provide for the giving by the lessee of certificates with respect to the status of such leases, Mortgagor shall exercise its right to request such certificates within ten days after any request therefor by Mortgagee. Mortgagor shall furnish to Mortgagee, within ten days after any request therefor by Mortgagee, a statement certified by Mortgagor containing the names of all lessees of the Premises, the terms of their respective leases, the space occupied and the rentals payable thereunder, and shall deliver to Mortgagee copies of all leases not theretofore delivered to Mortgagee. To the extent not so provided by

applicable law, each lease of the Premises, or any part thereof, shall provide that, in the event of the enforcement by Mortgagee of the remedies provided by law or by this Mortgage, the lessee thereunder, upon request of Mortgagee or any person succeeding to the interest of Mortgagee as a result of such endorsement, automatically will become the lessee of said successor in interest, without change in the provisions of such lease; provided, however, that Mortgagee and said successor in interest shall not be bound by (a) any payment of rent or additional rent for more than one month in advance, except prepayments in the nature of security for the performance by said lessee of its obligations under said lease, or (b) any amendment or modification of the lease made without the prior written consent of Mortgagee or such successor in interest. Each lease also shall provide that, upon request by Mortgagor or said successor in interest, such lessee shall execute and deliver an instrument or instruments confirming such attornment.

1.16. Mortgagor shall pay all costs and expenses, including reasonable attorneys' fees, incurred by Mortgagee in connection with the enforcement of this Mortgage or the Note, the curing of any default by Mortgagor thereunder, or the defense or asserting of any rights, remedies or claims of Mortgagee in respect thereof, by litigation or otherwise. If any action or proceeding is commenced to which Mortgagee is made a party or in which, in the judgment of Mortgagee, it is necessary to defend the lien of this Mortgage or to protect the Property, Mortgagee may appear in such action or proceeding, in the name of Mortgagor or otherwise. Mortgagor shall pay to Mortgagee on demand all costs and expenses, including reasonable attorneys' fees, incurred by Mortgagee in connection with any such action or proceeding, and such costs and expenses shall be a part of the indebtedness secured by this Mortgage.

1.17. If Mortgagor shall fail to pay or perform any term, covenant or condition of this Mortgage, including without limitation the provisions of Sections 1.05, 1.06 and 1.07 hereof, but subject to Section 1.08 hereof, Mortgagee may make advances to pay or perform the same on behalf of Mortgagor. All sums so advanced shall be paid by Mortgagor to Mortgagee on demand and shall be a lien upon the Property secured by this Mortgage. The provisions of this Section 1.17 shall not prevent any default in the payment, observance or performance of any term, covenant or condition of this Mortgage from constituting an Event of Default, and shall not be deemed to extend or otherwise modify or amend the date when any payments are due hereunder.

1.18. Mortgagor, within five days after written request therefor by Mortgagee, shall furnish a written statement, certified and duly acknowledged by Mortgagor, setting forth the amount due on this Mortgage, the terms of payment and the maturity date of the Note, the date to which interest has been paid, and whether any offsets or defenses exist against any of the indebtedness secured hereby. If any offset or defense is alleged to exist, the nature thereof shall be set forth in detail in said statement.

1.19. It is understood and agreed that the Loan Agreement is incorporated herein as if set forth herein and that any default by Mortgagor in any of the terms of such Loan Agreement shall be deemed a default in the terms and conditions of this Mortgage.

ARTICLE II

Events of Default and Remedies

2.01. The whole of the principal indebtedness evidenced by the Note and all accrued interest immediately shall become due and payable, at the option of Mortgagee or the heirs, executors, administrators, successors or assigns of Mortgagee, upon the happening of any one or more of the following Events of Default, except as permitted by this Mortgage or the Loan Agreement:

- (a) If default shall be made in the payment of any principal or interest to be paid under the Note, when and as the same shall become due and payable, or if default shall be made and shall have continued for a period of ten (10) days in the payment of any other amount due under the Note or this Mortgage, when and as the same shall become due and payable as in the Note or this Mortgage provided; or
- (b) If default shall be made in the due observance or performance of any term, covenant or condition on the part of Mortgagor contained in Sections 1.02, 1.03, 1.04, 1.05, 1.06, 1.07, or 1.09 of this Mortgage, and such default shall have continued for a period of thirty (30) days after written notice thereof shall have been given by Mortgagee to Mortgagor; or
- (c) If Mortgagor sells, transfers, assigns or conveys the Property or any part thereof or any interest therein, or enters into a lease of all or any portion of the Property, without prior written consent of Mortgagee, or Mortgagor further mortgages, pledges or otherwise encumbers the Property, or any part thereof without the prior written consent of Mortgagee; or
- (d) If default shall be made in the due payment, observance or performance of any other term, covenant or condition on the part of Mortgagor in the Note or in this Mortgage contained, and such default shall have continued for a period of thirty (30) days after written notice thereof shall have been given by Mortgagee to Mortgagor, or if any representation made by Mortgagor in this Mortgage shall be incorrect; or
- (e) If final judgment for the payment of money shall be rendered against Mortgagor and Mortgagor shall not cause the same to be discharged within sixty days from the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment

was granted and secure a stay of execution thereof pending such appeal;
or

(f) If Mortgagor shall file or consents to the filing of a petition in bankruptcy, or commences or consents to the commencement of any proceeding pursuant to the Federal Bankruptcy Act or any similar Federal or State law, now or hereafter in effect, relating to the reorganization of Mortgagor or the arrangement or readjustment of the debts of Mortgagor; or if a petition in bankruptcy, insolvency proceeding or petition for reorganization shall be filed against Mortgagor and is not withdrawn or dismissed within sixty days; or if, by decree of a court of competent jurisdiction, Mortgagor shall be adjudicated a bankrupt or be declared insolvent, or a petition for the reorganization of Mortgagor is granted; or if Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or if Mortgagor shall consent to the appointment of a receiver, liquidator or Mortgagor or of all or any part of Mortgagor's property; or if, by the order of a court of competent jurisdiction, a receiver, liquidator or trustee of the Property or any part thereof, or of Mortgagor or any of Mortgagor's property, shall be appointed and such order shall not be discharged or dismissed within sixty days after such appointment; or if there is an attachment or sequestration of any of the property of Mortgagor and the same is not discharged or bonded in full within ten days.

2.02. Upon the occurrence of any such Event of Default, Mortgagee, personally or by its agents, employees, nominees or attorneys, at the expense of Mortgagor may to the extent permitted by applicable law: (a) enter into and upon the Property, and each and every part thereof, and may dispossess and exclude Mortgagor and its agents and servants therefrom; (b) use, operate, manage, control, insure, maintain, restore and otherwise deal with the Property and conduct the business thereat; (c) make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as Mortgagee may deem advisable; and (d) exercise all rights and powers of Mortgagor with respect to the Property, including without limitation the right to enter into, cancel, enforce or modify leases, obtain and evict tenants, and demand, sue for, collect and receive all earnings, revenues, rents, issues, profits and other income of the Premises, in the name of Mortgagor or otherwise.

2.03. Upon the occurrence of any such Event of Default, Mortgagee shall be entitled to collect and receive all earnings, revenues, income, rents, issues and profits of the Property and every part thereof. After deducting the costs and expenses of conducting the operations and business at the Property, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements, and amounts necessary to pay for taxes, assessments, insurance and any other proper charges upon the Property or any part thereof, and just and reasonable compensation for

the services of Mortgagee and for all agents, nominees, attorneys and other employees by it properly engaged and employed; then Mortgagee shall apply the moneys arising as aforesaid, first, to the payment of the principal of the Note and the interest thereon, when and as the same shall become payable and, second, to the payment of any other sums required to be paid by Mortgagor under this Mortgage or the Note.

2.04. Upon the occurrence of any such Event of Default, Mortgagee, with or without entry, personally or by the agents, employees, nominees or attorneys of Mortgagee, may:

(a) declare the unpaid principal balance and accrued interest on the Note immediately due; and/or

(b) sell the Property or any part thereof pursuant to any procedures provided by applicable law, and all estate, right, title, interest, claim and demand therein, and right of redemption thereof, as one parcel or in parcels, pursuant to the procedures provided by law, at one or more sale or sales, at such time and place upon such terms and after such notice thereof as may be required or permitted by law; and/or

(c) institute proceedings for the complete or partial foreclosure of this Mortgage; and/or

(d) take such steps to protect and enforce its rights whether by suit, action or proceeding in equity or at law for the specific performance of any term, covenant or condition in the Note or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect.

2.05. Upon the occurrence of any such Event of Default, Mortgagee or the agents, successors or assigns of Mortgagee are hereby authorized and empowered to grant, bargain, sell, release and convey said Premises, at public venue, and to execute and deliver to the purchaser or purchasers at the sale good and sufficient deeds of conveyance in law, pursuant to the statute in such case made and provided.

2.06. Mortgagor, for itself and all who may claim under it, hereby waives, to the extent that it lawfully may, all right to have the Property marshaled upon any foreclosure hereof, and waives trial by jury and the right to impose any defense, setoff or counterclaim to any action brought by the holder of this Mortgage to enforce its rights hereunder. Mortgagor releases and relinquishes all rights of homestead in and to the Premises. After the happening of any Event of Default, and immediately upon the commencement of any suit, action or proceeding by Mortgagee to obtain judgment for the principal of, or interest on, the Note and other sums required to be paid by Mortgagor

pursuant to any provisions of the Note or this Mortgage, or of any other nature in aid of the enforcement of the Note or this Mortgage, Mortgagor (a) shall waive the issuance and service of process and enter its voluntary appearance in such suit, action or proceeding, and (b) if required by Mortgagee, shall consent to the appointment of a receiver or receivers of the Property and of all the earnings, revenues, income, rents, issues and profits thereof. After the happening of any Event of Default, or upon the commencement of any proceedings to foreclose this Mortgage or to enforce the specific performance hereof or in aid thereof, or upon the commencement of any other judicial proceeding to enforce any right of Mortgagee; Mortgagee shall be entitled, as matter of right, without the giving of notice to any other party and without regard to the adequacy or inadequacy of any security for the Mortgage indebtedness or the solvency or insolvency of Mortgagor, forthwith either before or after declaring the unpaid principal of the Note to be due and payable, to the appointment of a receiver or receivers of the Property and of all the earnings, revenues, income rents, issues and profits thereof. Mortgagee may be appointed as such receiver. Notwithstanding the appointment of any receiver, liquidator or Mortgagor, or of any of its property, or of the Property or any part thereof, Mortgagee shall be entitled to retain possession and control of all property now or hereafter held under this Mortgage. During the continuance of any Event of Default and pending the exercise by Mortgagee of the right to exclude Mortgagor from any and all part of the Property, Mortgagor agrees to pay the fair and reasonable rental value for the use and occupancy of the Property or any portion thereof which are in its possession for such period and, upon default of any such payment, shall vacate and surrender possession of the Property to Mortgagee or to a receiver, if any, and in default thereof may be evicted by any summary action or proceeding for the recovery or possession of premises for nonpayment of rent, however designated. Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement, at the time and place appointed for such sale or any adjournment thereof, of the new time and place of the adjourned sale or sales. Except as otherwise provided by any applicable provision of law, Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

2.07. Upon the completion of any sale or sales made by Mortgagee under or by virtue of this Article II, Mortgagee, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Mortgagor hereby irrevocably appoints Mortgagee the true and lawful attorney of Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Property and rights so sold. Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power. Mortgagor hereby ratifies and confirms all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, Mortgagor, if so requested by Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Mortgagee, for the purpose as may be designated in such

request. Any such sale or sales made under or by virtue of this Article II, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming through or under Mortgagor.

2.08. The purchase money, proceeds or avails of any sale made under or by virtue of this Article II, together with any other sums which then may be held by Mortgagee under this Mortgage, whether under the provisions of this Article II or otherwise, shall be applied as follows:

First, to the payment of the costs and expenses of such sale, including reasonable compensation to Mortgagee, and the agents and counsel of Mortgagee, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by Mortgagee under this Mortgage, and all taxes or assessments, other than those subject to which the Property shall have been sold.

Second, to the payment of the whole amount then due, owing or unpaid upon the Note for principal or interest.

Third, to the payment of any other sums required to be paid by Mortgagor pursuant to any provisions of this Mortgage or of the Note, including all expenses, liabilities and advances made or incurred by Mortgagee under this Mortgage or in connection with the enforcement thereof.

Fourth, to the payment of the surplus, if any, to whosoever may be lawfully entitled to receive the same.

2.09. Upon any sale made under or by virtue of this Article II, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Property or any part thereof. In lieu of paying cash for the Property may make settlement for the purchase price for the Property by crediting the indebtedness secured by this Mortgage against the net purchase price, after deducting therefrom the expenses of the sale and the costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage. In the event of any such sale, the entire principal of, and interest on, the Note, if not previously due and payable, and all other sums required to be paid by Mortgagor pursuant to this Mortgage, immediately shall become due and payable. In the event Mortgagor shall fail forthwith to pay such amounts on demand, Mortgagee shall be entitled and empowered to institute such action or proceeding at law or in equity for the collection of the sums so due and unpaid, and may prosecute any such action or proceeding to judgment or final decree, and may enforce any such judgment or final

decree against Mortgagor and collect out of the property of Mortgagor wherever situated, as well as out of the Property, in any manner provided by law, moneys adjudged or decreed to be payable. Mortgagee shall be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the provisions of this Mortgage; and the right of Mortgagee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Mortgage, or the foreclosure of the lien hereof. In the event of a sale of the Property, and of the application of the proceeds of sale, as in this Mortgage provided, to the payment of the debt hereby secured, Mortgagee shall be entitled to enforce payment of, and to receive all amounts then remaining due and unpaid upon, the Note, and to enforce payment of all other charges, payments and costs due under this Mortgage, and shall be entitled to recover judgment for any portion of the debt remaining unpaid. No recovery of any judgment by Mortgagee and no levy of any execution under any judgment upon the Property or upon any other property of Mortgagor shall affect in any manner or to any extent, the lien of this Mortgage upon the Property or any part thereof, of any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers or remedies shall continue unimpaired as before.

2.10. No right or remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other rights or remedies. All rights and remedies of Mortgagee shall be cumulative, may be exercised singly or concurrently, and shall be in addition to every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Mortgagee to exercise any right or remedy under this Mortgage shall impair any such right or remedy or shall be construed to be a waiver of any Event of Default or any acquiescence therein. Every right, remedy and power given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No waiver by Mortgagee shall be effective unless in writing and then only to the extent specifically stated. Without limiting the generality of the foregoing, any payment by Mortgagee for insurance premiums, real estate taxes, assessments, water charges or sewer rents or other charges affecting the Premises, or payments made in connection with any lien superior to the lien of this Mortgage, shall not constitute a waiver of any default by Mortgagor in making such payments and shall not obligate Mortgagee to make any such payments thereafter. No waiver of any right or remedy hereunder shall be deemed to be a waiver of such right or remedy as to any subsequent default hereunder.

2.11. Mortgagor shall not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, or any exemption from execution or sale of the Property or any part thereof, any law now or hereafter in force providing for the valuation or appraisal of the Property, or any part thereof, prior to any sale or sales thereof, wherever enacted and whether now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage. Mortgagor, after any such sale or sales, shall not claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or

any part thereof. Mortgagor hereby expressly waives, to the extent permitted by law, all benefit or advantage of any and all such law or laws. Mortgagor covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Mortgagee, and agrees to suffer and permit the execution of every power and right herein or by law provided to Mortgagee as though no such law or laws had been made or enacted.

ARTICLE III

Miscellaneous

3.01. Mortgagor shall have the right to prepay the indebtedness evidenced by the Note, in whole or in part, without penalty, upon ten days prior written notice to Mortgagee. The installment payments provided for in the Note shall continue without change after any such prepayment.

3.02. This Mortgage shall be construed in accordance with the laws of the State of Florida. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. In the event any one or more of the provisions of this Mortgage or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability, at the option of Mortgagee, shall not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein to the extent of such invalidity, illegality or unenforceability. No provision of this Mortgage or the Note shall require or be construed as requiring the payment of, or permit the collection of, interest in excess of the maximum amount permitted by applicable law. Mortgagor shall not be obligated to pay any interest in excess of such maximum amount. Mortgagor acknowledges that it has received a true copy of the Note and this Mortgage.

3.03. Usury. This Mortgage and all other agreements are expressly limited so that in no event whatsoever, whether by acceleration or maturity of the Note or otherwise, shall the amount paid or agreed to be paid for the use, forbearance, or detention of the money advanced or to be advanced or secured hereby exceed the highest lawful rate permissible. In determining whether or not the rate of interest exceeds the highest lawful rate, the parties intend that all sums paid hereunder which are deemed interest of the purpose of determining usury be prorated, allocated, or spread in equal parts over the longest lawful period of time permitted. If, from any circumstances whatsoever, fulfillment of any provision hereof or any other agreement securing or related to the Note at any time performance of such provision shall be due shall involve the payment of interest in excess of that authorized by law, the obligation to be fulfilled shall be reduced to a limit so authorized. If, from any circumstance whatsoever, the Mortgagee shall ever receive as interest an amount which would exceed the highest lawful rate, the amount which would be excessive shall, at Mortgagee's option, be either applied to the reduction of the unpaid principal balance of the Note (and not to the payment of interest) or refunded to the person entitled thereto, and, to the extent permitted by law, the

Mortgagee shall not be subject to any penalty provided for the contracting for, charging or receiving interest in excess of the maximum lawful rate, regardless of when or the circumstances under which such refund or application was made.

3.04. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by Federal Express courier or registered or certified mail, return receipt requested, with postage prepaid, to any party hereto at its address above stated. Any party hereto may change the address to which notices are to be mailed by notice given in accordance with this Section 3.04.

3.05. This Mortgage cannot be modified or discharged orally and no agreement shall be effective to modify or discharge this Mortgage in whole or in part unless it is in writing and signed by the party against which enforcement of the modification or discharge is sought.

3.06. All of the terms, covenants and conditions of this Mortgage shall run with the land and shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor on the date first above written.

[signature page to follow]

IPS ENTERPRISES, INC., a Texas corporation

By: _____

Its: _____

The State of Texas §

§

County of _____ §

This instrument was acknowledged before me on the _____ day of January, 2022,
by _____, _____ of and on behalf of IPS ENTERPRISES,
INC., a Texas corporation.

Notary Public, State of Texas

My commission expires

Instrument

Drafted by:

Burdett, Morgan, Williamson & Boykin, L.L.P.

Business Address:

701 South Taylor, Suite 440
Amarillo, Texas 79101

FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$_____ AND FLORIDA NON-RECURRING INTANGIBLE TAXES IN THE AMOUNT OF \$_____ ARE BEING PAID UPON RECORDATION OF THAT CERTAIN MORTGAGE DATED AS OF EVEN DATE HEREWITH.

REAL ESTATE LIEN NOTE

Date: January ____, 2022

Maker: IPS ENTERPRISES, INC., a Texas corporation

Maker Mailing Address: 2115 W. Pike, Weslaco, Texas 78596

Payee: CLI CAPITAL, a Texas real estate investment trust

Place for Payment: 905 S. Polk St., Ste. 300, Amarillo, Texas 79101

Principal Amount:

\$18,000,000.00, or so much thereof as may from time to time have been advanced hereunder, as shown on the schedule of advancements and payments maintained by Payee.

The sum of all advances made and to be made hereunder shall not at any time exceed the face amount hereof irrespective of payments or prepayments which may be made hereon. Advancements may be made hereunder at various times prior to the maturity upon request of the undersigned, subject to the undersigned's compliance with all terms and provisions hereof, any loan agreement executed by Maker, and the Deed of Trust given by the undersigned to secure payment of this Note.

Advances made on faith hereof and payments made hereon shall be evidenced by posting same to the records of the holder of this Note, and such entries shall be prima facie evidence of the amount owing hereon. Interest shall accrue hereunder only from the date principal amounts are advanced. Prepayments may be made at any time without premium or penalty, and interest shall cease to accrue on all amounts prepaid. Prepayment shall be applied first to accrued interest and then toward the reduction of principal.

Notwithstanding the foregoing, the amounts available to be drawn hereunder shall not exceed (i) the appraised value of the Project (as defined in the Loan Agreement), or (ii) the contracted cost of the Project, excluding "development fees"/profit paid to related entities.

Late Charge:

If a payment is ten (10) days or more late, Borrower will be charged five percent (5%) of the unpaid portion of the regularly scheduled payment.

Annual Interest Rate on Unpaid Principal from Date:

This Note shall bear interest at a rate per annum that shall from day to day be equal to the lesser of (a) the maximum rate of interest permitted by applicable law; or (b) a variable rate of 1.00% per annum in excess of the Prime Rate of interest published from time to time by the Wall Street Journal in the "Money Rates" section thereof (herein called "Index"), provided however, that the rate of interest payable on this Note shall in no event be less than 5.50% per annum nor more than 8.00% per annum on unpaid principal. If a range of prime rates per annum is so published, "Prime Rate" shall mean the highest interest rate per annum in such published range. If the Prime Rate published in the Wall Street Journal becomes unavailable during the term of this Note, Payee may designate a substitute Prime Rate after notice to Maker. Interest on the unpaid principal of this Note shall be computed on the basis of a 360-day year, applied to the actual number of days in each calendar month. The interest rate charged hereon prior to maturity shall change on the effective date of changes in said Prime Rate as published in The Wall Street Journal. The Index as of January ____, 2022 is 3.25% per annum, resulting in an initial rate hereunder of 5.50% per annum.

Annual Interest Rate on Matured, Unpaid Amounts:

The maximum rate of interest permitted by applicable law (when taken together with any other charges or fees which constitute interest).

Terms of Payment:

Upon the earlier of : (i) 1st day of the month following the completion of the Project (as defined in the Loan Agreement); or, (ii) January 1, 2023, all unpaid accrued interest will be capitalized and added to the loan balance (the "Accrual Date").

Beginning thirty (30) days after the Accrual Date, monthly principal and interest payments (calculated on a 30-year amortization schedule based upon the outstanding principal balance of the Note, and the Annual Interest Rate being charged under the Note on that date) will be payable and continue on or before the same day of each succeeding month until January 18, 2027, when the entire balance of principal and accrued interest is payable in full. Each installment will be applied first to payment of accrued interest payable on the unpaid principal, and the remainder will be applied to reduction of principal.

If there is an adjustment in the interest rate in effect as set forth above, there shall be an adjustment in the amount of the subsequent monthly payments payable hereunder so that the monthly payments will be in amount sufficient to amortize, in equal monthly payments, the remaining principal balance and interest thereon at the adjusted rate of interest as originally amortized herein (provided, however, that such adjustment shall not affect the maturity date hereof).

Interest shall be computed on the basis of a year of 360 days and for the actual number of days elapsed (including the first day but excluding the last day), not to exceed the highest legal rate.

Maker shall have the right to prepay the Note at any time and in any amount without premium or penalty.

Security for Payment:

This Note is secured by a mortgage of even date from Maker covering the following described real property (hereinafter referred to as the "Property"):

All of that certain real property located in Duval County, Florida, more fully described on Exhibit "A" attached hereto and incorporated herein.

This Note is further secured by a Security Agreement dated January ____, 2022, executed by and between Maker and Payee (the "Security Agreement").

Maker promises to pay to the order of Payee at the place for payment and according to the terms of payment the principal amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

If Maker defaults in the payment of this Note or in the performance of any obligation in any instrument securing or collateral to it, and the default continues after Payee gives Maker notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Payee may declare the unpaid principal balance and earned interest on this Note immediately due. Maker and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.

If this Note or any instrument securing or collateral to it is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Maker shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs, in addition to other amounts due. Reasonable attorney's fees shall be 10% of all amounts due unless either party pleads otherwise.

Interest on the debt evidenced by this Note shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

In addition to any such rights held at common law, the Maker hereby grants to Payee an express contractual right of set-off and a security interest in any type of deposit of Maker in or with Payee, as security for the payment hereof, and agrees that in the event of Maker's default in the payment or performance of this Note, or default under the Mortgage, or any other documents securing this Note, Payee may apply the right of set-off granted hereby without prior notice to Maker (or any Guarantor hereof), and further agrees that Payee shall not be liable for any actual, consequential, exemplary, or other damages of Maker (or any Guarantor hereof), because the right of set-off granted hereby has been exercised with respect to the debt evidenced by this Note against any account or deposit of Maker, or because of wrongful dishonor of a check or other draft where such dishonor occurs because the right of set-off granted hereby has been so exercised; provided, that this right of offset shall not apply to any account containing tax withholding deposits only.

The Loan Agreement dated January ____, 2022 executed by and between Maker and Payee is incorporated herein for all purposes (the "Loan Agreement").

THIS NOTE TOGETHER WITH THE MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, AND LOAN AGREEMENT ENTERED INTO BETWEEN MAKER AND PAYEE CONSTITUTE THE WRITTEN LOAN AGREEMENT AND REPRESENTS THE FINAL AGREEMENT BETWEEN THE PAYEE AND MAKER AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PAYEE AND MAKER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PAYEE AND MAKER.

THE LOAN REPRESENTED BY THIS NOTE IS PAYABLE IN FULL ON JANUARY 18, 2027, AS SCHEDULED. AT MATURITY, MAKER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. PAYEE IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. MAKER WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT MAKER MAY OWN OR MAKER WILL HAVE TO FIND A LENDER, WHICH MAY BE THE PAYEE, WILLING TO LEND MAKER THE MONEY. IF MAKER REFINANCE THIS LOAN AT MATURITY, MAKER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF MAKER OBTAIN REFINANCING FROM THE PAYEE.

MAKER HEREBY ACKNOWLEDGES AND REPRESENTS THAT THIS NOTE IS GIVEN FOR A BUSINESS, COMMERCIAL, INVESTMENT, AGRICULTURAL, OR OTHER SIMILAR PURPOSE AND IS NOT GIVEN FOR MAKER'S PERSONAL, FAMILY OR HOUSEHOLD USE. MAKER FURTHER ACKNOWLEDGES AND REPRESENTS THAT THIS NOTE AND THE INDEBTEDNESS EVIDENCED HEREBY ARE NOT SUBJECT TO THE PROVISIONS OF CHAPTER 342 OF THE TEXAS FINANCE CODE.

Each Maker is responsible for all obligations represented by this Note.

When the context requires, singular nouns and pronouns include the plural.

IPS ENTERPRISES, INC., a Texas corporation

By: _____

Its: _____

DISCLAIMER OF ORAL AGREEMENTS

I.

DISCLAIMER OF ORAL AGREEMENTS

CLI CAPITAL ("LENDER") and IPS ENTERPRISES, INC., a Texas corporation, ("BORROWER"), hereinafter the "Parties", have entered into a transaction generally described as a Loan Agreement. In conjunction with this transaction, the parties have executed one or more deeds of trust, mortgages, security agreements, notes, agreements, financing statements, and other documents or instruments (the "Documents"). It is the intention of the Parties that this Disclaimer be incorporated by reference into each of the Documents so executed for this transaction.

The Parties warrant and represent that the entire agreement made between the parties is contained within the executed Documents, as amended and supplemented hereby, and that no agreements or promises exist between the Parties that are not reflected in the language of the various Documents executed in conjunction with this transaction.

**THE WRITTEN AGREEMENT REPRESENTS THE FINAL
AGREEMENT BETWEEN THE PARTIES AND MAY NOT
BE CONTRADICTED BY EVIDENCE OF PRIOR,
CONTEMPORANEOUS, OR SUBSEQUENT ORAL
AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS
BETWEEN THE PARTIES.**

In this Disclaimer of Oral Agreements, the term "agreement" means actions, promises, agreements, undertakings, documents, or other instruments or any combination of those actions or instruments or documents.

II.

WAIVER OF CONSUMER RIGHTS

THE UNDERSIGNED BORROWER HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., OF THE TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTING WITH AN ATTORNEY OF BORROWER'S OWN SELECTION, THE UNDERSIGNED BORROWER VOLUNTARILY CONSENTS TO THIS WAIVER.

Dated this ____ day of January, 2022.

CLI CAPITAL

BY: _____
Jason Hall, President

IPS ENTERPRISES, INC., a Texas corporation

By: _____
Its: _____

ERRORS AND OMISSIONS/COMPLIANCE AGREEMENT

The undersigned, in consideration of a certain loan transaction (the "Loan") from CLI CAPITAL (the "Lender") to IPS ENTERPRISES, INC., a Texas corporation, (the "Borrower"), as evidenced by a certain promissory note and other loan documents of even date herewith ("Loan Documentation"), agree, if requested by the Lender, to fully cooperate in signing, executing, re-signing, and/or re-executing, or arranging for the same with respect to, any and all Loan Documentation or any other documentation in connection with this transaction ("Transaction Documentation"), for the purpose of correcting errors in such documents if deemed necessary or desirable in the reasonable discretion of the Lender.

The undersigned do hereby so agree and covenant in order to assure the correctness of all Loan Documentation and Transaction Documentation, so that the same will conform and be acceptable to the Lender and any transferee of its interest in and to said Loan Documentation and Transaction Documentation.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of this ____ day of January, 2022.

IPS ENTERPRISES, INC., a Texas corporation

By: _____

Its: _____

SECURITY AGREEMENT

This SECURITY AGREEMENT ("Agreement"), dated January ____, 2022, between IPS ENTERPRISES, INC., a Texas corporation, having an address at 2115 W. Pike, Weslaco, Texas 78596 ("referred to "Debtor""), and CLI CAPITAL, a Texas real estate investment trust, having an address at 905 S. Polk St., Ste. 300, Amarillo, Texas 79101 ("Secured Party").

WITNESSETH:

WHEREAS, concurrently herewith Secured Party is lending to Debtor the sum of \$18,000,000.00, or so much thereof as may from time to time have been advanced thereunder as evidenced by a promissory note of even date (the "Note"); and

WHEREAS, in order to induce Secured Party to make said loan, Debtor has agreed to pledge to Secured Party certain property as security for the loan;

WHEREAS, proceeds of the loan will be used to finance the purchase, construction, renovation, and equipment of certain educational facilities located at located Lenox Avenue and Lane Avenue in the City of Jacksonville, Duval County, Florida being approximately 14.05 acres (the "Project").

NOW THEREFORE, in consideration of Ten Dollars, and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Definitions. The following terms as used in this Agreement shall have the meanings set forth below:

"Collateral" shall mean all accounts, cash proceeds, chattel paper, deposit accounts, equipment, fixtures, general intangibles, goods, instruments, inventory, investment property, proceeds, and tangible chattel paper of Debtor wherever located but directly related to and containing assets garnered through the operation of the Project, now owned or hereafter acquired, to include, but not necessarily restricted to, all furniture, office machines, vehicles, musical instruments, sound system and equipment, computers and computer software programs, materials, supplies, contracts and receivables of Debtor directly related to or located upon the Property, and inventory and all proceeds from the Property or any property acquired by the Debtor subsequent to the date hereof, which is acquired in conjunction with the operation of the Property whether such subsequently acquired property be real or personal, and all proceeds thereof, and all substitutions, replacements and accessions thereto.

"Loan Agreement" shall mean that certain Loan Agreement dated January ____, 2022 entered into by and between Debtor and Secured Party.

"Obligations" shall mean all principal and interest due or to become due under the aforesaid Note, including all renewals, extensions and modifications of the Note or any part thereof, and any other indebtedness or liability of Debtor to Secured Party, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.

"Property" shall mean the real property and improvements owned by the Debtor and located at Lenox Avenue and Lane Avenue in the City of Jacksonville, Duval County, Florida being approximately 14.05 acres .

2. Creation Of The Security Interest. Debtor hereby grants to Secured Party a security interest in all of the right, title and interest of Debtor in and to the Collateral to secure the full and prompt payment and performance of all of the Obligations.

3. Indebtedness Secured. The security interest and assignment of rights contained herein is granted to secure the payment and performance of:

- a. any and all loans, advances (including, without limitation, future advances), indebtedness, obligations and liabilities of Debtor to Secured Party however evidenced, whether as principal or guarantor or otherwise, whether now existing or hereafter arising, whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, original, renewed, or extended (the "Indebtedness"), including, without limitation, Indebtedness arising in connection with, or evidenced by, (1) the Note, together with all documents evidencing and securing the Note, and together with all interest thereon; and (2) the Loan Agreement including, without limitation, the Obligations as defined therein;
- b. all costs and expenses reasonably incurred by Secured Party to obtain, preserve, perfect and enforce the security interest granted hereby and all other liens and security interests securing payment of the Secured Indebtedness, to collect the Secured Indebtedness and to maintain, preserve and collect the Collateral, including, but not limited to, taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage charges, advertising costs, brokerage fees and expenses of sale; and

- c. all renewals, extensions and modifications of the Indebtedness or any part thereto.

The Indebtedness and costs mentioned in this Section 3 are collectively referred to herein as the "Secured Indebtedness."

4. Protection Of The Collateral. Debtor shall defend the title to the Collateral against all claims and demands whatsoever. Debtor shall keep the Collateral free and clear of all liens, charges, encumbrances, taxes and assessments, and shall pay all taxes, assessments and fees relating to the Collateral. Upon written request by Secured Party, Debtor shall furnish further assurances of title, execute any further instruments and do any other acts necessary to effectuate the purposes and provisions of this Agreement. Except in the ordinary course of Debtor's operations, Debtor shall not sell, exchange, assign, transfer or otherwise dispose of the Collateral, without the prior written consent of Secured Party in each instance. The risk of loss of the Collateral at all times shall be borne by Debtor. Debtor shall keep the Collateral in good repair and condition and shall not misuse, abuse or waste the Collateral or allow the Collateral to deteriorate except for normal wear and tear.

5. Filing And Recording. Debtor, at its own cost and expense, shall execute and deliver to Secured Party any financing statements, and shall procure for Secured Party any other documents, necessary or appropriate to protect the security interest granted to Secured Party hereunder against the rights and interests of third parties, and shall cause the same to be duly recorded and filed in all places necessary to perfect the security interest of Secured Party in the Collateral. In the event that any recording or re-filing thereof (or filing of any statements of continuation or assignment of any financing statement) is required to protect and preserve such security interest, Debtor, at its own cost and expense, shall cause the same to be re-recorded and/or refiled at the time and in the manner reasonably requested by Secured Party. Debtor hereby authorizes Secured Party to file or refile any financing statements or continuation statements with respect to the security interest granted pursuant to this Agreement which at any time may be required or appropriate, although the same may have been executed only by Secured Party, and to execute such financing statement on behalf of Debtor. Debtor hereby irrevocably designates Secured Party, its agents, representatives and designees, as agent and attorney-in-fact for Debtor for the aforesaid purposes.

6. Default. The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default hereunder, whether such occurrence is voluntary or involuntary or comes about or is effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental authority:

- a. If Debtor shall default in the payment of any principal or interest due under the Note; or
- b. If Debtor shall fail to pay, perform or observe any covenant, agreement, term or provision of this Agreement, or any other agreement or arrangement now or hereafter entered into between the parties hereto or with respect to any Obligation of Debtor to Secured Party, including but not limited to the Loan Agreement and all related opportunities to cure have lapsed; or
- c. If any representation, warranty or other statement of fact herein or in any writing, certificate, report or statement at any time furnished to Secured Party pursuant to or in connection with this Agreement or the Note shall be false or misleading in any material respect; or
- d. If Debtor shall: admit in writing its inability to pay its debts generally as they become due; file a petition for relief under the bankruptcy laws or a petition to take advantage of any insolvency act; make an assignment for the benefit of creditors; commence a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or the whole or any substantial part of its property; file a petition or answer seeking reorganization or arrangement or similar relief under the Federal Bankruptcy Laws or any other applicable law or statute of the United States or any State; or if Debtor shall be adjudged bankrupt or insolvent, or a court of competent jurisdiction shall enter any order, judgment or decree appointing a receiver, trustee, liquidator or conservator of Debtor or of the whole or any substantial part of the property of Debtor or approves a petition filed against Debtor seeking reorganization or similar relief under the Federal Bankruptcy Laws or any other applicable law or statute of the United States or any State; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of Debtor or the whole or any substantial part of its property; or if there is commenced against Debtor any proceeding for any of the foregoing relief; or if Debtor by any act indicates its consent to, approval of, or acquiescence in any such proceeding; or
- e. If any creditor of Debtor for any reason whatsoever hereafter shall accelerate payment in whole or in part of any outstanding Obligation owed to it by Debtor under any agreement or arrangement, or if any final judgment (i.e. all appeal rights have terminated) against the Debtor or any execution against any of its property for any amount remains unpaid, unstayed or undismissed for a period in excess of ten (10) days; or

- f. If Debtor or any guarantor or surety of any Obligation shall cease to exist; or
- g. If there occur any reduction in the value of the Collateral or any act of Debtor which imperils the prospect of the full performance or satisfaction of the Obligations; or
- h. If all or any part of the Collateral shall be sold, transferred or assigned, other than in the ordinary course of business, without the prior written consent of Secured Party.

7. Rights And Remedies. Upon the occurrence of an Event of Default, the Obligations shall immediately become due and payable in full at the option of Secured Party, or the successors or assigns of Secured Party. Secured Party shall have all rights and remedies provided by the Uniform Commercial Code in effect in the State of Texas on the date hereof. In addition to, or in conjunction with, or substitution for such rights and remedies, Secured Party may at any time and from and after the occurrence of an Event of Default hereunder:

- a. foreclose the security interest created herein by any available judicial procedure, or take possession of the Collateral, or any portion thereof, with or without judicial process, and enter any premises where the Collateral may be located for the purpose of taking possession of or removing the same, or rendering the same unusable, or disposing of the Collateral on such premises, and Debtor agrees not to resist or interfere therewith;
- b. require Debtor to prepare, assemble or collect the Collateral, at Debtor's own expense, and make the same available to Secured Party at such place as Secured Party may designate, whether at Debtor's premises or elsewhere;
- c. sell, lease or otherwise dispose of all or any part of the Collateral, whether in its then condition or after further preparation, in Debtor's name or in its own name, or in the name of such party as Secured Party may designate, either at public or private sale (at which Secured Party shall have the right to purchase), in lots or in bulk, for cash or for credit, with or without representations or warranties, and upon such other terms as Secured Party, may deem advisable; and ten (10) days' written notice of such public sale date or dates after which private sale may occur, or such lesser period of time in the case of an emergency, shall constitute reasonable notice hereunder;

- d. execute and deliver documents of title, certificates of origin, or other evidence of payment, shipment or storage of any Collateral or proceeds on behalf of and in the name of Debtor;
- e. remedy any default by Debtor hereunder, without waiving such default, and any monies expended in so doing shall be chargeable with interest to Debtor and added to the Obligations secured hereby; and
- f. apply for an injunction to restrain a breach or threatened breach of this Agreement by Debtor.

8. Cumulative Rights. All rights, remedies and powers granted to Secured Party herein, or in any instrument or document related hereto, or provided or implied by law or in equity shall be cumulative and may be exercised singly or concurrently on any one or more occasions.

9. Debtor's Representations And Warranties. Debtor hereby represents and warrants to Secured Party that:

- a. Debtor is not in default under any indenture, mortgage, deed of trust, agreement or other instrument to which it is a party or by which it may be bound. Neither the execution nor the delivery of this Agreement, nor the consummation of the transactions herein contemplated, nor compliance with the provisions hereof, will violate any law or regulation, or any order or decree of any court of governmental authority, or will conflict with, or result in the breach of, or constitute a default under, any indenture, mortgage, deed or trust, agreement or other instrument to which Debtor is a party or by which Debtor may be bound, or result in the creation or imposition of any lien, claim or encumbrance upon any property of Debtor.
- b. Debtor has the power to execute, deliver and perform the provisions of this Agreement and all instruments and documents delivered or to be delivered pursuant hereto, and has taken or caused to be taken all necessary or appropriate actions to authorize the execution, delivery and performance of this Agreement and all such instruments and documents.
- c. Debtor is the legal and equitable owner of the Collateral, free and clear of all security interests, liens, claims and encumbrances of every kind and nature. No financing statement covering the Collateral or its proceeds is on file in any public office.

d. No default exists, and no event which with notice or the passage of time, or both, would constitute a default under the Collateral by any party thereto, and there are no offsets, claims or defenses against the Obligations evidenced by the Collateral.

e. The place of business, or chief executive office if Debtor maintains more than one place of business, of Debtor is at 2115 W. Pike, Weslaco, Texas 78596.

f. The Collateral is located located Lenox Avenue and Lane Avenue in the City of Jacksonville, Duval County, Florida being approximately 14.05 acres, more fully described on Exhibit "A" attached hereto and incorporated herein.

10. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been properly given if sent by registered or certified mail, return receipt requested, with postage prepaid, addressed to the parties at their respective addresses herein above set forth, or at such other addresses as the parties may designate in writing. Debtor immediately shall notify Secured Party of any change in the address of Debtor or discontinuance of the place of business or residence of Debtor.

11. Modification And Waiver. No modification or waiver of any provision of this Agreement, and no consent by Secured Party to any breach thereof by Debtor, shall be effective unless such modification or waiver shall be in writing and signed by Secured Party, and the same shall then be effective only for the period and on the conditions and for the specific instances and purposes specified in such writing. No course of dealing between Debtor and Secured Party in exercising any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. All such rights and remedies shall continue unimpaired, notwithstanding any delay, extension of time, renewal, compromise or other indulgence granted with respect to any of the Obligations. Debtor hereby waives all notice of any such delay, extension of time, renewal, compromise or indulgence, and consents to be bound thereby as fully and effectually as if Debtor expressly had agreed thereto in advance. The aforesaid Note may be negotiated by Secured Party, without releasing Debtor or the Collateral.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns. Secured Party may assign this Agreement, and if assigned, the assignee shall be entitled, upon notifying Debtor, to the payment and performance of all of the Obligations and agreements of Debtor hereunder and to

all of the rights and remedies of Secured Party hereunder, and Debtor will assert no claims or defenses Debtor may have against Secured Party against the assignee. The gender and number used in this Agreement are used for reference term only and shall apply with the same effect whether the parties are masculine, feminine, neuter, singular or plural.

13. Miscellaneous. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Texas. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Debtor covenants and agrees to execute and deliver to Secured Party on demand such additional assurances, writings and instruments as may be required by Secured Party for purposes of effectuating the intent of this Agreement. The captions in this Agreement are for convenience only, and shall not be considered in construing this Agreement.

14. Specific Warranties, Covenants, Rights and Remedies. The Collateral includes accounts, inventory, documents, chattel paper, general intangibles, or instruments, to which the following warranties, covenants, rights and remedies apply:

- a. Debtor's Warranty. Debtor warrants that no obligors whose debts or Obligations are part of the Collateral have any right to setoffs, counterclaims, or adjustments or any defenses in connection with their debts or Obligations.
- b. Debtor's Covenants.
 - (1) Protection of Collateral. Debtor will defend the Collateral against all claims and demands adverse to Secured Party's interest in it and will keep it free from all liens except those for taxes not yet due and from all security interests except this one. The Collateral will remain in Debtor's possession or control at all times, except as otherwise provided in this Agreement. Debtor will maintain the Collateral in good condition and protect it against misuse, abuse, waste, and deterioration except for ordinary wear and tear resulting from its intended use.
 - (2) Insurance. Debtor will insure the Collateral in accord with Secured Party's reasonable requirements regarding choice of carrier, casualties insured against, and amount of coverage. Policies will be written in favor of Debtor and Secured Party according to their respective interests or according to Secured Party's other requirements. All policies will provide that Secured Party will receive at least ten (10) days' notice before cancellation, and the

policies or certificates evidencing them will be provided to Secured Party when issued. Debtor assumes all risk of loss and damage to the Collateral to the extent of any deficiency in insurance coverage. Debtor irrevocably appoints Secured Party as attorney-in-fact to collect any return, unearned premiums, and proceeds of any insurance on the Collateral and to endorse any draft or check deriving from the policies and made payable to Debtor.

- (3) **Secured Party's Costs.** Debtor will pay all expenses incurred by Secured Party in obtaining, preserving, perfecting, defending, and enforcing this security interest or the Collateral and in collecting or enforcing the Note. Expenses for which Debtor is liable include, but are not limited to, taxes, assessments, reasonable attorney's fees, and other legal expenses. These expenses will bear interest from the dates of payments at the highest rate stated in the Note that is part of the Obligation, and Debtor will pay Secured Party this interest on demand at a time and place reasonably specified by Secured Party. These expenses and interest will be part of the Obligation and will be recoverable as such in all respects.
- (4) **Additional Documents.** Debtor will sign any papers that Secured Party considers reasonable and necessary to obtain, maintain, and perfect this security interest or to comply with any relevant law.
- (5) **Notice of Changes.** Debtor will immediately notify Secured Party of any material change in the Collateral; change in Debtor's name, address, or location; change in any matter warranted or represented in this Agreement; change that may affect this security interest; and any Event of Default.
- (6) **Use and Removal of Collateral.** Debtor will use the Collateral primarily according to the stated classification unless Secured Party consents otherwise in writing. Debtor will not permit the Collateral to be affixed to any real estate, except which is also pledged to secure the Obligation, to become an accession to any goods, to be commingled with other goods, or to become a fixtures, accession, or part of a product or mass with other goods except as expressly provided in this Agreement.

None of the collateral shall be removed from its present location or disposed of by Debtor, except for removal in connection with its ordinary course of business, without the prior written consent of Secured Party.

- (7) Sale. Except in the ordinary course of operations, Debtor will not sell, transfer, or encumber any of the Collateral without the prior written consent of Secured Party, except as customarily imposed in connection with the development of real property (i.e. utility easements, etc).
- c. Rights and Remedies of Secured Party. Secured Party shall have the following rights and remedies:
 - (1) General. Before or after default Secured Party may exercise any or all of these rights and remedies:
 - (a) endorse as Debtor's agent any instruments that are Collateral or that represent proceeds of Collateral;
 - (b) take control of proceeds, including stock received as dividends or as the result of stock splits, and apply the proceeds against the Obligations;
 - (c) take control of funds generated by the Collateral, such as cash dividends and note payments, use them to reduce any part of the Obligation, and exercise all other rights available to an owner of such Collateral except the right to vote or dispose of Collateral before an event of default;
 - (d) at any time transfer any of the Collateral in the name of Secured party or of Debtor, as Secured Party prefers;
 - (e) release any Collateral in Secured Party's possession to any debtor, temporarily or otherwise; and
 - (f) demand, collect, convert, redeem, settle, compromise, receipt for realize on adjust, sue for, and foreclose on the Collateral in Secured Party's or Debtor's name, as Secured Party desires.

Secured Party will not be liable for failure to collect any instrument or for any act or omission on the part of Secured Party or Secured Party's officers, agents, or employees, except willful misconduct.

- (2) Convertible Securities. Secured Party may convert any convertible instrument or investment security in Collateral into any other instrument or investment security or into a combination of cash and other instrument. However, Secured Party will have a duty to convert an instrument in Collateral only after receiving detailed written instructions to that effect from Debtor reasonably in advance of the final conversion date.

- d. Default. If on default Secured Party considers that a public sale or distribution of any Collateral might violate any state or federal securities law, Secured Party may take either of these actions:
- (1) offer to sell securities privately to purchasers who agree to take them for investment rather than for distribution and who agree to the imposition of restrictive legends on the certificates representing the securities; or
 - (2) sell the securities in an intrastate offering under Sec. 3(a)(11) of the Securities Act of 1933 [15 U.S.C. Sec. 77c(a)(11)]; this sale made in good faith by Secured Party will be deemed "commercially reasonable."

15. Definitions. The terms and words used herein, unless otherwise defined herein, shall have the meaning assigned to such terms by the Uniform Commercial Code in the State of Texas.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

[signature pages to follow]

IPS ENTERPRISES, INC., a Texas corporation

By: _____

Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of January, 2022, by _____, _____ on behalf of IPS ENTERPRISES, INC., a Texas corporation.

Notary Public, State of Texas

CLI CAPITAL

By _____
Jason Hall, President

STATE OF TEXAS §
 §
COUNTY OF POTTER §

This instrument was acknowledged before me this ____ day of January, 2022, by
Jason Hall, President of CLI CAPITAL.

Notary Public, State of Texas

VERIFICATION OF CERTIFICATE OF FORMATION
AND BYLAWS

I, _____, _____ of IPS ENTERPRISES, INC., a Texas corporation, do hereby confirm and verify that the Certificate of Formation attached hereto as Exhibit "A" is a true and correct copy of the Certificate of Formation filed with the Secretary of State of Texas and there have been no amendments or revisions to said Certificate of Formation, except those attached hereto. Further, I do hereby confirm and verify that the Bylaws attached hereto as Exhibit "B" are a true and correct copy of the Bylaws adopted by IPS ENTERPRISES, INC., and there have been no amendments or revisions to said Bylaws, except those attached hereto.

Executed this _____ day of January, 2022.

IPS ENTERPRISES, INC., a Texas corporation

By: _____

Its: _____

INDEMNITY AND AFFIDAVIT AS TO DEBTS, LIENS, AND POSSESSION

BORROWER: IPS ENTERPRISES, INC., a Texas corporation, (hereinafter referred to as "Borrower")
SUBJECT PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes.

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority on this day personally appeared _____ of
IPS ENTERPRISES, INC., a Texas corporation
Borrower

personally known to me to be the person who name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against Borrower and represents to CLI CAPITAL, Lender in this transaction, that relative to the Subject Property and Borrower, to his knowledge, there are:

1. **No unpaid debts** for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, computers, or any personal property or fixtures that are located on the subject property described above which is part of the collateral for the loan, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise **except** the following:

Secured Party

Approximate Amount

None

2. **No loans or liens** (including Federal or State Liens and Judgement Liens) and no unpaid governmental or association taxes or assessments of any kind on Subject Property or other property of Borrower **except** the following:

Creditor

Approximate Amount

None

3. All labor and material used in the construction of improvements on the Subject Property have been paid for and there are now no unpaid labor or material claims against the improvements or the Subject Property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied.
4. No parties in possession other than Borrower except as follows: None.
If any or all of the above spaces are left blank, it will be deemed an affirmative representation by you that the answer to the preceding questions is NONE.
5. There are no judgments against Borrower and no pending or threatened causes of action, suits, administrative or enforcement actions or otherwise, nor is Borrower the subject of any bankruptcy action, either voluntary or involuntary.

INDEMNITY: BORROWER AGREES TO PAY ON DEMAND TO THE LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND REASONABLE ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY BORROWER, KNOWN BY BORROWER, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

Borrower realizes that the Lender in this transaction is relying on the representations contained herein in lending money thereon and would not lend money thereon unless said representations were made. I have authority to sign on behalf of Borrower.

Signed this ____ day of January, 2022.

IPS ENTERPRISES, INC., a Texas corporation

By: _____

Its: _____

Sworn to and subscribed before me this _____ day of January, 2022.

Notary Public, State of Texas

*NOTE: This form is to be filled in and signed by Borrower.

IPS Enterprises, Inc.
JAX 3 (Lenox & Lane) - Single Phase Construction - IDEA FL
Sources and Uses

Assumes January 18, 2022 closing	18,175,536.04	17,308,316.00
	Working	(867,220.04)
	Budget	

Sources of Funds

Senior Loan	Taxable Rate	5.50%	18,175,536.04
Less: OID			
Subordinate Loan	Taxable Rate	1.09%	8,155,501.00

Total Sources	26,331,037.04
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Uses of Funds

Land Acquisition & Associated Costs	2,349,098.00
Professional Services	2,041,185.00
Prime Construction Costs	19,265,000.00
Owner's Project Contingency	577,950.00
Other Construction Costs	650,000.00
Financing Costs	697,306.98
Capitalized Interest	580,497.06
Interest Reserve	170,000.00

Total - Use of Loans	26,331,037.04
-----------------------------	---------------

24,883,233.00

Notes:

24,883,233.00

1. Assumes a closing January 18, 2022
2. Assumes Subordinate Debt will fund in full at closing
3. Subordinate debt is expected to be interest-only for two years. In year three, the sub debt is assumed to begin to amortize over 30 years.
4. Senior debt is expected to be interest-only for one year, carried by CLI. In Sept 2023 the senior debt is assumed to begin to amortize over 30 years
5. Senior debt is assumed mature on December 1, 2026.

			Title/Taxes/Recording
Confirmed?			<u>42426.56</u>
Financial Advisor	Buck Financial Advisors	65,000	81945.5
Financial Advisor Expenses			46825.91
Senior Lender			452
Origination fee	CLI	180,000.00	231
Appraisal & Update		3,000.00	19
Lender Legal Counsel		10,000.00	400
Legal Expenses			130325.4
Plan / Cost Review			
Survey Reimbursement	IPS Enterprises	5,000.00	
Environmental fee			
Flood Verification Fee			
Construction Cost Review			
Good Standing Fee			
Less: Deposit			
Borrower's Counsel			
Fee	Hunton Andrews Kurth	70,000.00	
Expenses			
Florida Counsel			
Fee		20,000.00	
Expenses			
Subordinate Lender Upfront	Building Hope	81,555.01	
Subordinate Lender Counsel	Kutak Rock	70,000.00	
Subordinate Lender Ongoing			
Title/Taxes/Recording Fees			
Policy Amounts		42,426.56	
Taxes/Fees		130,325.41	
Misc		20,000.00	
Total		697,306.98	7,903,945.99
Owner's Title Policy			

Par Amount
Term (Months)
Rate

18,175,536.04
36
5.50% Taxable Per Annum
0.015% Daily Rate

Subordinate Debt Available for Draws 8,009,565.11

18-Jan	2022	Days in Month	Monthly Construction Draw	Cumulative Construction Draws	COI	DSRF	Senior Debt Interest	Total Drawdown	Senior Debt Monthly Pymnt	Principal Paid	Interest Paid	Outstanding Senior Debt Principal
18-Jan	2022		2,651,986	2,651,986	697,306.98	170,000.00	-	3,519,292.50	-	-	-	-
1-Feb	2022	14		2,651,986			-	3,519,292.50	-	-	-	-
1-Mar	2022	28	220,616	2,872,601			-	3,739,908.47	-	-	-	-
1-Apr	2022	31	225,721	3,098,323			-	3,965,629.89	-	-	-	-
1-May	2022	30	241,585	3,339,908			-	4,207,214.64	-	-	-	-
1-Jun	2022	31	250,085	3,589,992			-	4,457,299.40	-	-	-	-
1-Jul	2022	30	272,915	3,862,907			-	4,730,214.15	-	-	-	-
1-Aug	2022	31	249,090	4,111,997			-	4,979,303.90	-	-	-	-
1-Sep	2022	31	138,881	4,250,878			-	5,118,184.73	-	-	-	-
1-Oct	2022	30	1,041,828	5,292,706			-	6,160,012.56	-	-	-	-
1-Nov	2022	31	1,049,631	6,342,336			-	7,209,643.39	-	-	-	-
1-Dec	2022	30	1,044,328	7,386,664			-	8,253,971.21	-	-	-	244,406.11
1-Jan	2023	31	1,692,581	9,079,245			1,157.53	9,947,709.58	1,157.53		1,157.53	1,938,144.47
1-Feb	2023	31	2,015,078	11,094,323			9,179.27	11,971,966.67	9,179.27		9,179.27	3,962,401.57
1-Mar	2023	28	2,245,531	13,339,854			16,950.27	14,234,447.78	16,950.27		16,950.27	6,224,882.67
1-Apr	2023	31	2,432,878	15,772,732			29,481.74	16,696,807.34	29,481.74		29,481.74	8,687,242.23
1-May	2023	30	2,206,701	17,979,432			39,816.53	18,943,324.70	39,816.53		39,816.53	10,933,759.59
1-Jun	2023	31	2,011,248	19,990,680			51,783.50	21,006,356.03	51,783.50		51,783.50	12,996,790.92
1-Jul	2023	30	2,014,248	22,004,928			59,568.63	23,080,172.48	59,568.63		59,568.63	15,070,607.37
1-Aug	2023	31	1,158,498	23,163,426			71,376.07	24,310,046.38	71,376.07	\$0.00	71,376.07	16,300,481.27
1-Sep	2023	31	650,698	23,814,124			77,200.89	25,037,945.10	77,200.89	\$0.00	77,200.89	17,028,379.99
1-Oct	2023	30	1,069,109	24,883,233			78,046.74	26,185,101.15	78,046.74	\$0.00	78,046.74	18,175,536.04
1-Nov	2023	31						\$113,612.37	\$27,531.01	\$27,531.01	86,081.36	18,148,005.03
1-Dec	2023	30		-				\$111,613.69	\$28,435.34	\$28,435.34	83,178.36	18,119,569.69
1-Jan	2024	31		-				\$113,612.37	\$27,796.08	\$27,796.08	85,816.30	18,091,773.62
1-Feb	2024	31						\$113,612.37	\$27,927.72	\$27,927.72	85,684.65	18,063,845.90
1-Mar	2024	29						\$109,632.53	\$29,599.65	\$29,599.65	80,032.87	18,034,246.24
1-Apr	2024	31						\$113,612.37	\$28,200.18	\$28,200.18	85,412.19	18,006,046.07
1-May	2024	30						\$111,613.69	\$29,085.98	\$29,085.98	82,527.71	17,976,960.08
1-Jun	2024	31						\$113,612.37	\$28,471.49	\$28,471.49	85,140.88	17,948,488.59
1-Jul	2024	30						\$111,613.69	\$29,349.79	\$29,349.79	82,263.91	17,919,138.81
1-Aug	2024	31						\$113,612.37	\$28,745.34	\$28,745.34	84,867.03	17,890,393.47
1-Sep	2024	31						\$113,612.37	\$28,881.48	\$28,881.48	84,730.89	17,861,511.99
1-Oct	2024	30						\$111,613.69	\$29,748.43	\$29,748.43	81,865.26	17,831,763.56
1-Nov	2024	31						\$113,612.37	\$29,159.16	\$29,159.16	84,453.21	17,802,604.40
1-Dec	2024	30						\$111,613.69	\$30,018.42	\$30,018.42	81,595.27	17,772,585.98
1-Jan	2025	31						\$113,612.37	\$29,439.43	\$29,439.43	84,172.94	17,743,146.55
1-Feb	2025	31						\$113,612.37	\$29,578.86	\$29,578.86	84,033.51	17,713,567.69
1-Mar	2025	28						\$107,669.08	\$31,894.38	\$31,894.38	75,774.71	17,681,673.32
1-Apr	2025	31						\$113,612.37	\$29,870.00	\$29,870.00	83,742.37	17,651,803.32
1-May	2025	30						\$111,613.69	\$30,709.59	\$30,709.59	80,904.10	17,621,093.72
1-Jun	2025	31						\$113,612.37	\$30,156.91	\$30,156.91	83,455.46	17,590,936.81
1-Jul	2025	30						\$111,613.69	\$30,988.57	\$30,988.57	80,625.13	17,559,948.24
1-Aug	2025	31						\$113,612.37	\$30,446.50	\$30,446.50	83,165.87	17,529,501.74
1-Sep	2025	31						\$113,612.37	\$30,590.70	\$30,590.70	83,021.67	17,498,911.04
1-Oct	2025	30						\$111,613.69	\$31,410.35	\$31,410.35	80,203.34	17,467,500.68
1-Nov	2025	31						\$113,612.37	\$30,884.35	\$30,884.35	82,728.02	17,436,616.34
1-Dec	2025	30						\$111,613.69	\$31,695.87	\$31,695.87	79,917.82	17,404,920.47
1-Jan	2026	31						\$113,612.37	\$31,180.73	\$31,180.73	82,431.64	17,373,739.74
1-Feb	2026	31						\$113,612.37	\$31,328.41	\$31,328.41	82,283.96	17,342,411.33
1-Mar	2026	28						\$107,669.08	\$33,482.10	\$33,482.10	74,186.98	17,308,929.23
1-Apr	2026	31						\$113,612.37	\$31,635.36	\$31,635.36	81,977.01	17,277,293.87
1-May	2026	30						\$111,613.69	\$32,426.10	\$32,426.10	79,187.60	17,244,867.77
1-Jun	2026	31						\$113,612.37	\$31,938.76	\$31,938.76	81,673.61	17,212,929.01
1-Jul	2026	30						\$111,613.69	\$32,721.10	\$32,721.10	78,892.59	17,180,207.91
1-Aug	2026	31						\$113,612.37	\$32,245.00	\$32,245.00	81,367.37	17,147,962.91
1-Sep	2026	31						\$113,612.37	\$32,397.71	\$32,397.71	81,214.66	17,115,565.20
1-Oct	2026	30						\$111,613.69	\$33,167.35	\$33,167.35	78,446.34	17,082,397.85
1-Nov	2026	31						\$113,612.37	\$32,708.24	\$32,708.24	80,904.13	17,049,689.61
1-Dec	2026	30							17,127,834.02	17,049,689.61	78,144.41	-
1-Jan	2027	31										
1-Feb	2027	31	24,883,233		697,307	170,000	434,561.17	26,015,101.15		18,175,536.04	3,550,666.31	

Par Amount 8,155,501.00
 Term (Months) 84 7
 Rate 1.09% Taxable Per Annum
 Daily Rate 0.0030%

	18-Jan	2022	Days In Month	Monthly Payment	Principal Paid	Interest Paid	Remaining Principal	
18-Jan	2022	0				\$0.00	8,155,501.00	
1-Feb	2022	14		3,457.03		\$3,457.03	8,155,501.00	
1-Mar	2022	28		6,914.05		\$6,914.05	8,155,501.00	
1-Apr	2022	31		7,654.84		\$7,654.84	8,155,501.00	
1-May	2022	30		7,407.91		\$7,407.91	8,155,501.00	
1-Jun	2022	31		7,654.84		\$7,654.84	8,155,501.00	
1-Jul	2022	30		7,407.91		\$7,407.91	8,155,501.00	
1-Aug	2022	31		7,654.84		\$7,654.84	8,155,501.00	
1-Sep	2022	31		7,654.84		\$7,654.84	8,155,501.00	
1-Oct	2022	30		7,407.91		\$7,407.91	8,155,501.00	
1-Nov	2022	31		7,654.84		\$7,654.84	8,155,501.00	
1-Dec	2022	30		7,407.91		\$7,407.91	8,155,501.00	
1-Jan	2023	31		7,654.84		\$7,654.84	8,155,501.00	
1-Feb	2023	31		7,654.84		\$7,654.84	8,155,501.00	
1-Mar	2023	28		6,914.05		\$6,914.05	8,155,501.00	
1-Apr	2023	31		7,654.84		\$7,654.84	8,155,501.00	
1-May	2023	30		7,407.91		\$7,407.91	8,155,501.00	
1-Jun	2023	31		7,654.84		\$7,654.84	8,155,501.00	
1-Jul	2023	30		7,407.91		\$7,407.91	8,155,501.00	
1-Aug	2023	31		7,654.84		\$7,654.84	8,155,501.00	
1-Sep	2023	31		7,654.84		\$7,654.84	8,155,501.00	\$145,935.89 Capitalized thru this date
1-Oct	2023	30		7,407.91		\$7,407.91	8,155,501.00	
1-Nov	2023	31		7,654.84		\$7,654.84	8,155,501.00	
1-Dec	2023	30		7,407.91		\$7,407.91	8,155,501.00	
1-Jan	2024	31		7,654.84		\$7,654.84	8,155,501.00	
1-Feb	2024	31		\$26,707.26	\$19,052.42	\$7,654.84	8,136,448.58	
1-Mar	2024	29		\$26,432.84	\$19,288.59	\$7,144.25	8,117,160.00	
1-Apr	2024	31		\$26,707.26	\$19,088.40	\$7,618.86	8,098,071.59	
1-May	2024	30		\$26,569.83	\$19,214.08	\$7,355.75	8,078,857.51	
1-Jun	2024	31		\$26,707.26	\$19,124.35	\$7,582.91	8,059,733.16	
1-Jul	2024	30		\$26,569.83	\$19,248.90	\$7,320.92	8,040,484.25	
1-Aug	2024	31		\$26,707.26	\$19,160.37	\$7,546.89	8,021,323.88	
1-Sep	2024	31		\$26,707.26	\$19,178.36	\$7,528.90	8,002,145.53	
1-Oct	2024	30		\$26,569.83	\$19,301.21	\$7,268.62	7,982,844.31	
1-Nov	2024	31		\$26,707.26	\$19,214.47	\$7,492.79	7,963,629.84	
1-Dec	2024	30		\$26,569.83	\$19,336.20	\$7,233.63	7,944,293.64	
1-Jan	2025	31		\$26,707.26	\$19,250.66	\$7,456.60	7,925,042.98	
1-Feb	2025	31		\$26,707.26	\$19,268.73	\$7,438.53	7,905,774.26	
1-Mar	2025	28		\$26,296.30	\$19,593.96	\$6,702.34	7,886,180.30	
1-Apr	2025	31		\$26,707.26	\$19,305.20	\$7,402.06	7,866,875.10	
1-May	2025	30		\$26,569.83	\$19,424.08	\$7,145.74	7,847,451.01	
1-Jun	2025	31		\$26,707.26	\$19,341.55	\$7,365.70	7,828,109.46	
1-Jul	2025	30		\$26,569.83	\$19,459.30	\$7,110.53	7,808,650.16	
1-Aug	2025	31		\$26,707.26	\$19,377.97	\$7,329.29	7,789,272.19	
1-Sep	2025	31		\$26,707.26	\$19,396.16	\$7,311.10	7,769,876.03	
1-Oct	2025	30		\$26,569.83	\$19,512.19	\$7,057.64	7,750,363.83	
1-Nov	2025	31		\$26,707.26	\$19,432.68	\$7,274.58	7,730,931.15	
1-Dec	2025	30		\$26,569.83	\$19,547.57	\$7,022.26	7,711,383.59	
1-Jan	2027	31		\$26,707.26	\$19,469.27	\$7,237.99	7,691,914.32	
1-Feb	2026	31		\$26,707.26	\$19,487.54	\$7,219.72	7,672,426.77	
1-Mar	2026	28		\$26,296.30	\$19,791.79	\$6,504.51	7,652,634.99	
1-Apr	2026	31		\$26,707.26	\$19,524.41	\$7,182.85	7,633,110.58	
1-May	2026	30		\$26,569.83	\$19,636.42	\$6,933.41	7,613,474.16	
1-Jun	2026	31		\$26,707.26	\$19,561.17	\$7,146.09	7,593,912.99	
1-Jul	2026	30		\$26,569.83	\$19,672.02	\$6,897.80	7,574,240.96	
1-Aug	2026	31		\$26,707.26	\$19,597.99	\$7,109.27	7,554,642.97	
1-Sep	2026	31		\$26,707.26	\$19,616.39	\$7,090.87	7,535,026.58	
1-Oct	2026	30		\$26,569.83	\$19,725.51	\$6,844.32	7,515,301.07	
1-Nov	2026	31		\$26,707.26	\$19,653.31	\$7,053.95	7,495,647.76	
1-Dec	2026	30		\$26,569.83	\$19,761.28	\$6,808.55	7,475,886.47	
1-Jan	2028	31		\$26,707.26	\$19,690.31	\$7,016.95	7,456,196.16	
1-Feb	2027	31		\$26,707.26	\$19,708.79	\$6,998.47	7,436,487.37	
1-Mar	2027	28		\$26,296.30	\$19,991.81	\$6,304.49	7,416,495.56	
1-Apr	2027	31		\$26,707.26	\$19,746.05	\$6,961.21	7,396,749.51	
1-May	2027	30		\$26,569.83	\$19,851.11	\$6,718.71	7,376,898.39	
1-Jun	2027	31		\$7,383,822.43	7,376,898.39	\$6,924.04	-	
		30		8,624,880.32	8,155,501.00	469,379.32		

Par Amount -
Term (Months) 66 5.5 Years
Rate 0.00% Taxable Per Annum

			Monthly Payment	Principal Paid	Interest Paid	Remaining Principal	
	18-Jan	2020					
1	18-Jan	2022			\$0.00	-	
2	1-Feb	2022	-		\$0.00	-	
3	1-Mar	2022	-		\$0.00	-	
4	1-Apr	2022	-		\$0.00	-	
5	1-May	2022	-		\$0.00	-	
6	1-Jun	2022	-		\$0.00	-	
7	1-Jul	2022	-		\$0.00	-	
8	1-Aug	2022	-		\$0.00	-	
9	1-Sep	2022	-		\$0.00	-	
10	1-Oct	2022	-		\$0.00	-	
11	1-Nov	2022	-		\$0.00	-	-
12	1-Dec	2022	-		\$0.00	-	
13	1-Jan	2023	-		\$0.00	-	
14	1-Feb	2023	-		\$0.00	-	
15	1-Mar	2023	-		\$0.00	-	
16	1-Apr	2023	-		\$0.00	-	
17	1-May	2023	-		\$0.00	-	-
18	1-Jun	2023	-		\$0.00	-	\$0.00
19	1-Jul	2023	-		\$0.00	-	
20	1-Aug	2023	-		\$0.00	-	
21	1-Sep	2023	-		\$0.00	-	
22	1-Oct	2023	-		\$0.00	-	
23	1-Nov	2023	-		\$0.00	-	-
24	1-Dec	2023	-		\$0.00	-	
25	1-Jan	2024	-		\$0.00	-	
26	1-Feb	2024	-		\$0.00	-	
27	1-Mar	2024	-		\$0.00	-	
28	1-Apr	2024	-		\$0.00	-	
29	1-May	2024	-	-	\$0.00	-	
30	1-Jun	2024	-	-	\$0.00	-	
31	1-Jul	2024	-	-	\$0.00	-	
32	1-Aug	2024	-	-	\$0.00	-	
33	1-Sep	2024	-	-	\$0.00	-	
34	1-Oct	2024	-	-	\$0.00	-	
35	1-Nov	2024	-	-	\$0.00	-	-
36	1-Dec	2024	-	-	\$0.00	-	
37	1-Jan	2025	-	-	\$0.00	-	
38	1-Feb	2025	\$0.00	-	\$0.00	-	
39	1-Mar	2025	\$0.00	-	\$0.00	-	
40	1-Apr	2025	\$0.00	-	\$0.00	-	
41	1-May	2025	\$0.00	-	\$0.00	-	
42	1-Jun	2025	\$0.00	-	\$0.00	-	
43	1-Jul	2025	\$0.00	-	\$0.00	-	
44	1-Aug	2025	\$0.00	-	\$0.00	-	
45	1-Sep	2025	\$0.00	-	\$0.00	-	
46	1-Oct	2025	\$0.00	-	\$0.00	-	
47	1-Nov	2025	\$0.00	-	\$0.00	-	-
48	1-Dec	2025	\$0.00	-	\$0.00	-	
49	1-Jan	2026	\$0.00	-	\$0.00	-	
50	1-Feb	2026	\$0.00	-	\$0.00	-	
51	1-Mar	2026	\$0.00	-	\$0.00	-	
52	1-Apr	2026	\$0.00	-	\$0.00	-	
53	1-May	2026	\$0.00	-	\$0.00	-	
54	1-Jun	2026	\$0.00	-	\$0.00	-	
55	1-Jul	2026	\$0.00	-	\$0.00	-	
56	1-Aug	2026	\$0.00	-	\$0.00	-	

57	1-Sep	2026	\$0.00	-	\$0.00	-	
58	1-Oct	2026	\$0.00	-	\$0.00	-	
59	1-Nov	2026	\$0.00	-	\$0.00	-	-
60	1-Dec	2026	\$0.00	-	\$0.00	-	
61	1-Jan	2027	\$0.00	-	\$0.00	-	
62	1-Feb	2027	\$0.00	-	\$0.00	-	
63	1-Mar	2027	\$0.00	-	\$0.00	-	
64	1-Apr	2027	\$0.00	-	\$0.00	-	
65	1-May	2027	\$0.00	-	\$0.00	-	
66	1-Jun	2027	\$0.00	-	\$0.00	-	
67	28-Feb	2023	-	-	\$0.00	-	\$0.00

IDEA Florida
Tampa 2 & 3 Campus Debt Model
Senior Debt - PNC Bank

Senior Debt - PNC Bank					Total	Monthly	Net Annual		
Lease Factor	10.00%		Senior Debt	Sub-Loan	Sub-Loan #2	Monthly Debt Service	Annual Debt Service	Lease Payment	Lease Payments
0	18-Jan	2020	-	-	-	-			
1	1-Feb	2022	-	3,457.03	-	3,457.03			
2	1-Mar	2022	-	6,914.05	-	6,914.05			
3	1-Apr	2022	-	7,654.84	-	7,654.84			
4	1-May	2022	-	7,407.91	-	7,407.91			
5	1-Jun	2022	-	7,654.84	-	7,654.84			
6	1-Jul	2022	-	7,407.91	-	7,407.91			
7	1-Aug	2022	-	7,654.84	-	7,654.84			
8	1-Sep	2022	-	7,654.84	-	7,654.84			
9	1-Oct	2022	-	7,407.91	-	7,407.91			
10	1-Nov	2022	-	7,654.84	-	7,654.84			
11	1-Dec	2022	-	7,407.91	-	7,407.91			
12	1-Jan	2023	1,157.53	7,654.84	-	8,812.38			
13	1-Feb	2023	9,179.27	7,654.84	-	16,834.11			
14	1-Mar	2023	16,950.27	6,914.05	-	23,864.33			
15	1-Apr	2023	29,481.74	7,654.84	-	37,136.58			
16	1-May	2023	39,816.53	7,407.91	-	47,224.44			
17	1-Jun	2023	51,783.50	7,654.84	-	59,438.34			
18	1-Jul	2023	59,568.63	7,407.91	-	66,976.54			
19	1-Aug	2023	71,376.07	7,654.84	-	79,030.91			
20	1-Sep	2023	77,200.89	7,654.84	-	84,855.73		93,341.31	
21	1-Oct	2023	78,046.74	7,407.91	-	85,454.66		94,000.12	
22	1-Nov	2023	113,612.37	7,654.84	-	121,267.21		133,393.94	
23	1-Dec	2023	111,613.69	7,407.91	-	119,021.61		130,923.77	
24	1-Jan	2024	113,612.37	7,654.84	-	121,267.21		133,393.94	
25	1-Feb	2024	113,612.37	26,707.26	-	140,319.63		154,351.59	
26	1-Mar	2024	109,632.53	26,432.84	-	136,065.37		149,671.90	
27	1-Apr	2024	113,612.37	26,707.26	-	140,319.63		154,351.59	
28	1-May	2024	111,613.69	26,569.83	-	138,183.52		152,001.87	
29	1-Jun	2024	113,612.37	26,707.26	-	140,319.63		154,351.59	
30	1-Jul	2024	111,613.69	26,569.83	-	138,183.52		152,001.87	1,501,783.50
31	1-Aug	2024	113,612.37	26,707.26	-	140,319.63		154,351.59	
32	1-Sep	2024	113,612.37	26,707.26	-	140,319.63		154,351.59	
33	1-Oct	2024	111,613.69	26,569.83	-	138,183.52		152,001.87	
34	1-Nov	2024	113,612.37	26,707.26	-	140,319.63		154,351.59	
35	1-Dec	2024	111,613.69	26,569.83	-	138,183.52		152,001.87	
36	1-Jan	2025	113,612.37	26,707.26	-	140,319.63		154,351.59	
37	1-Feb	2025	113,612.37	26,707.26	-	140,319.63		154,351.59	
38	1-Mar	2025	107,669.08	26,296.30	-	133,965.38		147,361.92	
39	1-Apr	2025	113,612.37	26,707.26	-	140,319.63		154,351.59	
40	1-May	2025	111,613.69	26,569.83	-	138,183.52		152,001.87	
41	1-Jun	2025	113,612.37	26,707.26	-	140,319.63		154,351.59	
42	1-Jul	2025	111,613.69	26,569.83	-	138,183.52		152,001.87	1,835,830.57
43	1-Aug	2025	113,612.37	26,707.26	-	140,319.63		154,351.59	
44	1-Sep	2025	113,612.37	26,707.26	-	140,319.63		154,351.59	
45	1-Oct	2025	111,613.69	26,569.83	-	138,183.52		152,001.87	
46	1-Nov	2025	113,612.37	26,707.26	-	140,319.63		154,351.59	
47	1-Dec	2025	111,613.69	26,569.83	-	138,183.52		152,001.87	
48	1-Jan	2026	113,612.37	26,707.26	-	140,319.63		154,351.59	
49	1-Feb	2026	113,612.37	26,707.26	-	140,319.63		154,351.59	
50	1-Mar	2026	107,669.08	26,296.30	-	133,965.38		147,361.92	
51	1-Apr	2026	113,612.37	26,707.26	-	140,319.63		154,351.59	
52	1-May	2026	111,613.69	26,569.83	-	138,183.52		152,001.87	
53	1-Jun	2026	113,612.37	26,707.26	-	140,319.63		154,351.59	
54	1-Jul	2026	111,613.69	26,569.83	-	138,183.52		152,001.87	1,835,830.57
55	1-Aug	2026	113,612.37	26,707.26	-	140,319.63		154,351.59	
56	1-Sep	2026	113,612.37	26,707.26	-	140,319.63		154,351.59	
57	1-Oct	2026	111,613.69	26,569.83	-	138,183.52		152,001.87	
58	1-Nov	2026	113,612.37	26,707.26	-	140,319.63		154,351.59	
59	1-Dec	2026	17,127,834.02						
60	1-Jan	2027	-						-
61	1-Feb	2027							
62	1-Mar	2027							
63	1-Apr	2027							
64	1-May	2027							
65	1-Jun	2027							
66	28-Feb	2023		#REF!	-	#REF!	#REF!		

1-Aug-25	
Senior Debt	17,772,585.98
Sub-Debt	7,456,196.16
	-
Total Refi Amt	25,228,782.14
Estimated COI	500,000.00
DSRF	1,850,000.00
Total Principal	27,000,000.00
Annual Pmt	\$1,857,745.52

Assumes 5.5% interest rate and 30-year term

IPS Enterprises, Inc.
JAX 3 (Lenox & Lane) - Single Phase Construction - IDEA FL
Sources and Uses

Assumes January 18, 2022 closing	18,175,536.04	17,308,316.00
	Working	(867,220.04)
	Budget	

Sources of Funds

Senior Loan	Taxable Rate	5.50%	18,175,536.04
Less: OID			
Subordinate Loan	Taxable Rate	1.09%	8,155,501.00

Total Sources	26,331,037.04
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Uses of Funds

Land Acquisition & Associated Costs	2,349,098.00
Professional Services	2,041,185.00
Prime Construction Costs	19,265,000.00
Owner's Project Contingency	577,950.00
Other Construction Costs	650,000.00
Financing Costs	697,306.98
Capitalized Interest	580,497.06
Interest Reserve	170,000.00

Total - Use of Loans	26,331,037.04
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24,883,233.00

Notes:

24,883,233.00

1. Assumes a closing January 18, 2022
2. Assumes Subordinate Debt will fund in full at closing
3. Subordinate debt is expected to be interest-only for two years. In year three, the sub debt is assumed to begin to amortize over 30 years.
4. Senior debt is expected to be interest-only for one year, carried by CLI. In Sept 2023 the senior debt is assumed to begin to amortize over 30 years
5. Senior debt is assumed mature on December 1, 2026.

			Title/Taxes/Recording
Confirmed?			<u>42426.56</u>
Financial Advisor	Buck Financial Advisors	65,000	81945.5
Financial Advisor Expenses			46825.91
Senior Lender			452
Origination fee	CLI	180,000.00	231
Appraisal & Update		3,000.00	19
Lender Legal Counsel		10,000.00	400
Legal Expenses			130325.4
Plan / Cost Review			
Survey Reimbursement	IPS Enterprises	5,000.00	
Environmental fee			
Flood Verification Fee			
Construction Cost Review			
Good Standing Fee			
Less: Deposit			
Borrower's Counsel			
Fee	Hunton Andrews Kurth	70,000.00	
Expenses			
Florida Counsel			
Fee		20,000.00	
Expenses			
Subordinate Lender Upfront	Building Hope	81,555.01	
Subordinate Lender Counsel	Kutak Rock	70,000.00	
Subordinate Lender Ongoing			
Title/Taxes/Recording Fees			
Policy Amounts		42,426.56	
Taxes/Fees		130,325.41	
Misc		20,000.00	
Total		697,306.98	7,903,945.99
Owner's Title Policy			

Par Amount
Term (Months)
Rate

18,175,536.04
36
5.50% Taxable Per Annum
0.015% Daily Rate

Subordinate Debt Available for Draws 8,009,565.11

18-Jan	2022	Days in Month	Monthly Construction Draw	Cumulative Construction Draws	COI	DSRF	Senior Debt Interest	Total Drawdown	Senior Debt Monthly Pymnt	Principal Paid	Interest Paid	Outstanding Senior Debt Principal
18-Jan	2022		2,651,986	2,651,986	697,306.98	170,000.00	-	3,519,292.50	-	-	-	-
1-Feb	2022	14		2,651,986			-	3,519,292.50	-	-	-	-
1-Mar	2022	28	220,616	2,872,601			-	3,739,908.47	-	-	-	-
1-Apr	2022	31	225,721	3,098,323			-	3,965,629.89	-	-	-	-
1-May	2022	30	241,585	3,339,908			-	4,207,214.64	-	-	-	-
1-Jun	2022	31	250,085	3,589,992			-	4,457,299.40	-	-	-	-
1-Jul	2022	30	272,915	3,862,907			-	4,730,214.15	-	-	-	-
1-Aug	2022	31	249,090	4,111,997			-	4,979,303.90	-	-	-	-
1-Sep	2022	31	138,881	4,250,878			-	5,118,184.73	-	-	-	-
1-Oct	2022	30	1,041,828	5,292,706			-	6,160,012.56	-	-	-	-
1-Nov	2022	31	1,049,631	6,342,336			-	7,209,643.39	-	-	-	-
1-Dec	2022	30	1,044,328	7,386,664			-	8,253,971.21	-	-	-	244,406.11
1-Jan	2023	31	1,692,581	9,079,245			1,157.53	9,947,709.58	1,157.53		1,157.53	1,938,144.47
1-Feb	2023	31	2,015,078	11,094,323			9,179.27	11,971,966.67	9,179.27			3,962,401.57
1-Mar	2023	28	2,245,531	13,339,854			16,950.27	14,234,447.78	16,950.27			6,224,882.67
1-Apr	2023	31	2,432,878	15,772,732			29,481.74	16,696,807.34	29,481.74			8,687,242.23
1-May	2023	30	2,206,701	17,979,432			39,816.53	18,943,324.70	39,816.53			10,933,759.59
1-Jun	2023	31	2,011,248	19,990,680			51,783.50	21,006,356.03	51,783.50			12,996,790.92
1-Jul	2023	30	2,014,248	22,004,928			59,568.63	23,080,172.48	59,568.63			15,070,607.37
1-Aug	2023	31	1,158,498	23,163,426			71,376.07	24,310,046.38	71,376.07	\$0.00	71,376.07	16,300,481.27
1-Sep	2023	31	650,698	23,814,124			77,200.89	25,037,945.10	77,200.89	\$0.00	77,200.89	17,028,379.99
1-Oct	2023	30	1,069,109	24,883,233			78,046.74	26,185,101.15	78,046.74	\$0.00	78,046.74	18,175,536.04
1-Nov	2023	31						\$113,612.37	\$27,531.01	\$27,531.01	86,081.36	18,148,005.03
1-Dec	2023	30		-				\$111,613.69	\$28,435.34	\$28,435.34	83,178.36	18,119,569.69
1-Jan	2024	31		-				\$113,612.37	\$27,796.08	\$27,796.08	85,816.30	18,091,773.62
1-Feb	2024	31						\$113,612.37	\$27,927.72	\$27,927.72	85,684.65	18,063,845.90
1-Mar	2024	29						\$109,632.53	\$29,599.65	\$29,599.65	80,032.87	18,034,246.24
1-Apr	2024	31						\$113,612.37	\$28,200.18	\$28,200.18	85,412.19	18,006,046.07
1-May	2024	30						\$111,613.69	\$29,085.98	\$29,085.98	82,527.71	17,976,960.08
1-Jun	2024	31						\$113,612.37	\$28,471.49	\$28,471.49	85,140.88	17,948,488.59
1-Jul	2024	30						\$111,613.69	\$29,349.79	\$29,349.79	82,263.91	17,919,138.81
1-Aug	2024	31						\$113,612.37	\$28,745.34	\$28,745.34	84,867.03	17,890,393.47
1-Sep	2024	31						\$113,612.37	\$28,881.48	\$28,881.48	84,730.89	17,861,511.99
1-Oct	2024	30						\$111,613.69	\$29,748.43	\$29,748.43	81,865.26	17,831,763.56
1-Nov	2024	31						\$113,612.37	\$29,159.16	\$29,159.16	84,453.21	17,802,604.40
1-Dec	2024	30						\$111,613.69	\$30,018.42	\$30,018.42	81,595.27	17,772,585.98
1-Jan	2025	31						\$113,612.37	\$29,439.43	\$29,439.43	84,172.94	17,743,146.55
1-Feb	2025	31						\$113,612.37	\$29,578.86	\$29,578.86	84,033.51	17,713,567.69
1-Mar	2025	28						\$107,669.08	\$31,894.38	\$31,894.38	75,774.71	17,681,673.32
1-Apr	2025	31						\$113,612.37	\$29,870.00	\$29,870.00	83,742.37	17,651,803.32
1-May	2025	30						\$111,613.69	\$30,709.59	\$30,709.59	80,904.10	17,621,093.72
1-Jun	2025	31						\$113,612.37	\$30,156.91	\$30,156.91	83,455.46	17,590,936.81
1-Jul	2025	30						\$111,613.69	\$30,988.57	\$30,988.57	80,625.13	17,559,948.24
1-Aug	2025	31						\$113,612.37	\$30,446.50	\$30,446.50	83,165.87	17,529,501.74
1-Sep	2025	31						\$113,612.37	\$30,590.70	\$30,590.70	83,021.67	17,498,911.04
1-Oct	2025	30						\$111,613.69	\$31,410.35	\$31,410.35	80,203.34	17,467,500.68
1-Nov	2025	31						\$113,612.37	\$30,884.35	\$30,884.35	82,728.02	17,436,616.34
1-Dec	2025	30						\$111,613.69	\$31,695.87	\$31,695.87	79,917.82	17,404,920.47
1-Jan	2026	31						\$113,612.37	\$31,180.73	\$31,180.73	82,431.64	17,373,739.74
1-Feb	2026	31						\$113,612.37	\$31,328.41	\$31,328.41	82,283.96	17,342,411.33
1-Mar	2026	28						\$107,669.08	\$33,482.10	\$33,482.10	74,186.98	17,308,929.23
1-Apr	2026	31						\$113,612.37	\$31,635.36	\$31,635.36	81,977.01	17,277,293.87
1-May	2026	30						\$111,613.69	\$32,426.10	\$32,426.10	79,187.60	17,244,867.77
1-Jun	2026	31						\$113,612.37	\$31,938.76	\$31,938.76	81,673.61	17,212,929.01
1-Jul	2026	30						\$111,613.69	\$32,721.10	\$32,721.10	78,892.59	17,180,207.91
1-Aug	2026	31						\$113,612.37	\$32,245.00	\$32,245.00	81,367.37	17,147,962.91
1-Sep	2026	31						\$113,612.37	\$32,397.71	\$32,397.71	81,214.66	17,115,565.20
1-Oct	2026	30						\$111,613.69	\$33,167.35	\$33,167.35	78,446.34	17,082,397.85
1-Nov	2026	31						\$113,612.37	\$32,708.24	\$32,708.24	80,904.13	17,049,689.61
1-Dec	2026	30						17,127,834.02	17,049,689.61	17,049,689.61	78,144.41	-
1-Jan	2027	31										
1-Feb	2027	31	24,883,233		697,307	170,000	434,561.17	26,015,101.15		18,175,536.04	3,550,666.31	

Par Amount 8,155,501.00
 Term (Months) 84 7
 Rate 1.09% Taxable Per Annum
 Daily Rate 0.0030%

	18-Jan	2022	Days In Month	Monthly Payment	Principal Paid	Interest Paid	Remaining Principal	
18-Jan	2022	0				\$0.00	8,155,501.00	
1-Feb	2022	14		3,457.03		\$3,457.03	8,155,501.00	
1-Mar	2022	28		6,914.05		\$6,914.05	8,155,501.00	
1-Apr	2022	31		7,654.84		\$7,654.84	8,155,501.00	
1-May	2022	30		7,407.91		\$7,407.91	8,155,501.00	
1-Jun	2022	31		7,654.84		\$7,654.84	8,155,501.00	
1-Jul	2022	30		7,407.91		\$7,407.91	8,155,501.00	
1-Aug	2022	31		7,654.84		\$7,654.84	8,155,501.00	
1-Sep	2022	31		7,654.84		\$7,654.84	8,155,501.00	
1-Oct	2022	30		7,407.91		\$7,407.91	8,155,501.00	
1-Nov	2022	31		7,654.84		\$7,654.84	8,155,501.00	
1-Dec	2022	30		7,407.91		\$7,407.91	8,155,501.00	
1-Jan	2023	31		7,654.84		\$7,654.84	8,155,501.00	
1-Feb	2023	31		7,654.84		\$7,654.84	8,155,501.00	
1-Mar	2023	28		6,914.05		\$6,914.05	8,155,501.00	
1-Apr	2023	31		7,654.84		\$7,654.84	8,155,501.00	
1-May	2023	30		7,407.91		\$7,407.91	8,155,501.00	
1-Jun	2023	31		7,654.84		\$7,654.84	8,155,501.00	
1-Jul	2023	30		7,407.91		\$7,407.91	8,155,501.00	
1-Aug	2023	31		7,654.84		\$7,654.84	8,155,501.00	
1-Sep	2023	31		7,654.84		\$7,654.84	8,155,501.00	\$145,935.89 Capitalized thru this date
1-Oct	2023	30		7,407.91		\$7,407.91	8,155,501.00	
1-Nov	2023	31		7,654.84		\$7,654.84	8,155,501.00	
1-Dec	2023	30		7,407.91		\$7,407.91	8,155,501.00	
1-Jan	2024	31		7,654.84		\$7,654.84	8,155,501.00	
1-Feb	2024	31		\$26,707.26	\$19,052.42	\$7,654.84	8,136,448.58	
1-Mar	2024	29		\$26,432.84	\$19,288.59	\$7,144.25	8,117,160.00	
1-Apr	2024	31		\$26,707.26	\$19,088.40	\$7,618.86	8,098,071.59	
1-May	2024	30		\$26,569.83	\$19,214.08	\$7,355.75	8,078,857.51	
1-Jun	2024	31		\$26,707.26	\$19,124.35	\$7,582.91	8,059,733.16	
1-Jul	2024	30		\$26,569.83	\$19,248.90	\$7,320.92	8,040,484.25	
1-Aug	2024	31		\$26,707.26	\$19,160.37	\$7,546.89	8,021,323.88	
1-Sep	2024	31		\$26,707.26	\$19,178.36	\$7,528.90	8,002,145.53	
1-Oct	2024	30		\$26,569.83	\$19,301.21	\$7,268.62	7,982,844.31	
1-Nov	2024	31		\$26,707.26	\$19,214.47	\$7,492.79	7,963,629.84	
1-Dec	2024	30		\$26,569.83	\$19,336.20	\$7,233.63	7,944,293.64	
1-Jan	2025	31		\$26,707.26	\$19,250.66	\$7,456.60	7,925,042.98	
1-Feb	2025	31		\$26,707.26	\$19,268.73	\$7,438.53	7,905,774.26	
1-Mar	2025	28		\$26,296.30	\$19,593.96	\$6,702.34	7,886,180.30	
1-Apr	2025	31		\$26,707.26	\$19,305.20	\$7,402.06	7,866,875.10	
1-May	2025	30		\$26,569.83	\$19,424.08	\$7,145.74	7,847,451.01	
1-Jun	2025	31		\$26,707.26	\$19,341.55	\$7,365.70	7,828,109.46	
1-Jul	2025	30		\$26,569.83	\$19,459.30	\$7,110.53	7,808,650.16	
1-Aug	2025	31		\$26,707.26	\$19,377.97	\$7,329.29	7,789,272.19	
1-Sep	2025	31		\$26,707.26	\$19,396.16	\$7,311.10	7,769,876.03	
1-Oct	2025	30		\$26,569.83	\$19,512.19	\$7,057.64	7,750,363.83	
1-Nov	2025	31		\$26,707.26	\$19,432.68	\$7,274.58	7,730,931.15	
1-Dec	2025	30		\$26,569.83	\$19,547.57	\$7,022.26	7,711,383.59	
1-Jan	2027	31		\$26,707.26	\$19,469.27	\$7,237.99	7,691,914.32	
1-Feb	2026	31		\$26,707.26	\$19,487.54	\$7,219.72	7,672,426.77	
1-Mar	2026	28		\$26,296.30	\$19,791.79	\$6,504.51	7,652,634.99	
1-Apr	2026	31		\$26,707.26	\$19,524.41	\$7,182.85	7,633,110.58	
1-May	2026	30		\$26,569.83	\$19,636.42	\$6,933.41	7,613,474.16	
1-Jun	2026	31		\$26,707.26	\$19,561.17	\$7,146.09	7,593,912.99	
1-Jul	2026	30		\$26,569.83	\$19,672.02	\$6,897.80	7,574,240.96	
1-Aug	2026	31		\$26,707.26	\$19,597.99	\$7,109.27	7,554,642.97	
1-Sep	2026	31		\$26,707.26	\$19,616.39	\$7,090.87	7,535,026.58	
1-Oct	2026	30		\$26,569.83	\$19,725.51	\$6,844.32	7,515,301.07	
1-Nov	2026	31		\$26,707.26	\$19,653.31	\$7,053.95	7,495,647.76	
1-Dec	2026	30		\$26,569.83	\$19,761.28	\$6,808.55	7,475,886.47	
1-Jan	2028	31		\$26,707.26	\$19,690.31	\$7,016.95	7,456,196.16	
1-Feb	2027	31		\$26,707.26	\$19,708.79	\$6,998.47	7,436,487.37	
1-Mar	2027	28		\$26,296.30	\$19,991.81	\$6,304.49	7,416,495.56	
1-Apr	2027	31		\$26,707.26	\$19,746.05	\$6,961.21	7,396,749.51	
1-May	2027	30		\$26,569.83	\$19,851.11	\$6,718.71	7,376,898.39	
1-Jun	2027	31		\$7,383,822.43	7,376,898.39	\$6,924.04	-	
		30		8,624,880.32	8,155,501.00	469,379.32		

Par Amount -
Term (Months) 66 5.5 Years
Rate 0.00% Taxable Per Annum

			Monthly Payment	Principal Paid	Interest Paid	Remaining Principal	
	18-Jan	2020					
1	18-Jan	2022			\$0.00	-	
2	1-Feb	2022	-		\$0.00	-	
3	1-Mar	2022	-		\$0.00	-	
4	1-Apr	2022	-		\$0.00	-	
5	1-May	2022	-		\$0.00	-	
6	1-Jun	2022	-		\$0.00	-	
7	1-Jul	2022	-		\$0.00	-	
8	1-Aug	2022	-		\$0.00	-	
9	1-Sep	2022	-		\$0.00	-	
10	1-Oct	2022	-		\$0.00	-	
11	1-Nov	2022	-		\$0.00	-	-
12	1-Dec	2022	-		\$0.00	-	
13	1-Jan	2023	-		\$0.00	-	
14	1-Feb	2023	-		\$0.00	-	
15	1-Mar	2023	-		\$0.00	-	
16	1-Apr	2023	-		\$0.00	-	
17	1-May	2023	-		\$0.00	-	-
18	1-Jun	2023	-		\$0.00	-	\$0.00
19	1-Jul	2023	-		\$0.00	-	
20	1-Aug	2023	-		\$0.00	-	
21	1-Sep	2023	-		\$0.00	-	
22	1-Oct	2023	-		\$0.00	-	
23	1-Nov	2023	-		\$0.00	-	-
24	1-Dec	2023	-		\$0.00	-	
25	1-Jan	2024	-		\$0.00	-	
26	1-Feb	2024	-		\$0.00	-	
27	1-Mar	2024	-		\$0.00	-	
28	1-Apr	2024	-		\$0.00	-	
29	1-May	2024	-	-	\$0.00	-	
30	1-Jun	2024	-	-	\$0.00	-	
31	1-Jul	2024	-	-	\$0.00	-	
32	1-Aug	2024	-	-	\$0.00	-	
33	1-Sep	2024	-	-	\$0.00	-	
34	1-Oct	2024	-	-	\$0.00	-	
35	1-Nov	2024	-	-	\$0.00	-	-
36	1-Dec	2024	-	-	\$0.00	-	
37	1-Jan	2025	-	-	\$0.00	-	
38	1-Feb	2025	\$0.00	-	\$0.00	-	
39	1-Mar	2025	\$0.00	-	\$0.00	-	
40	1-Apr	2025	\$0.00	-	\$0.00	-	
41	1-May	2025	\$0.00	-	\$0.00	-	
42	1-Jun	2025	\$0.00	-	\$0.00	-	
43	1-Jul	2025	\$0.00	-	\$0.00	-	
44	1-Aug	2025	\$0.00	-	\$0.00	-	
45	1-Sep	2025	\$0.00	-	\$0.00	-	
46	1-Oct	2025	\$0.00	-	\$0.00	-	
47	1-Nov	2025	\$0.00	-	\$0.00	-	-
48	1-Dec	2025	\$0.00	-	\$0.00	-	
49	1-Jan	2026	\$0.00	-	\$0.00	-	
50	1-Feb	2026	\$0.00	-	\$0.00	-	
51	1-Mar	2026	\$0.00	-	\$0.00	-	
52	1-Apr	2026	\$0.00	-	\$0.00	-	
53	1-May	2026	\$0.00	-	\$0.00	-	
54	1-Jun	2026	\$0.00	-	\$0.00	-	
55	1-Jul	2026	\$0.00	-	\$0.00	-	
56	1-Aug	2026	\$0.00	-	\$0.00	-	

57	1-Sep	2026	\$0.00	-	\$0.00	-	
58	1-Oct	2026	\$0.00	-	\$0.00	-	
59	1-Nov	2026	\$0.00	-	\$0.00	-	-
60	1-Dec	2026	\$0.00	-	\$0.00	-	
61	1-Jan	2027	\$0.00	-	\$0.00	-	
62	1-Feb	2027	\$0.00	-	\$0.00	-	
63	1-Mar	2027	\$0.00	-	\$0.00	-	
64	1-Apr	2027	\$0.00	-	\$0.00	-	
65	1-May	2027	\$0.00	-	\$0.00	-	
66	1-Jun	2027	\$0.00	-	\$0.00	-	
67	28-Feb	2023	-	-	\$0.00	-	\$0.00

IDEA Florida
Tampa 2 & 3 Campus Debt Model
Senior Debt - PNC Bank

Senior Debt - PNC Bank					Total	Monthly	Net Annual		
Lease Factor	10.00%		Senior Debt	Sub-Loan	Sub-Loan #2	Monthly Debt Service	Annual Debt Service	Lease Payment	Lease Payments
0	18-Jan	2020	-	-	-	-			
1	1-Feb	2022	-	3,457.03	-	3,457.03			
2	1-Mar	2022	-	6,914.05	-	6,914.05			
3	1-Apr	2022	-	7,654.84	-	7,654.84			
4	1-May	2022	-	7,407.91	-	7,407.91			
5	1-Jun	2022	-	7,654.84	-	7,654.84			
6	1-Jul	2022	-	7,407.91	-	7,407.91			
7	1-Aug	2022	-	7,654.84	-	7,654.84			
8	1-Sep	2022	-	7,654.84	-	7,654.84			
9	1-Oct	2022	-	7,407.91	-	7,407.91			
10	1-Nov	2022	-	7,654.84	-	7,654.84			
11	1-Dec	2022	-	7,407.91	-	7,407.91			
12	1-Jan	2023	1,157.53	7,654.84	-	8,812.38			
13	1-Feb	2023	9,179.27	7,654.84	-	16,834.11			
14	1-Mar	2023	16,950.27	6,914.05	-	23,864.33			
15	1-Apr	2023	29,481.74	7,654.84	-	37,136.58			
16	1-May	2023	39,816.53	7,407.91	-	47,224.44			
17	1-Jun	2023	51,783.50	7,654.84	-	59,438.34			
18	1-Jul	2023	59,568.63	7,407.91	-	66,976.54			
19	1-Aug	2023	71,376.07	7,654.84	-	79,030.91			
20	1-Sep	2023	77,200.89	7,654.84	-	84,855.73		93,341.31	
21	1-Oct	2023	78,046.74	7,407.91	-	85,454.66		94,000.12	
22	1-Nov	2023	113,612.37	7,654.84	-	121,267.21		133,393.94	
23	1-Dec	2023	111,613.69	7,407.91	-	119,021.61		130,923.77	
24	1-Jan	2024	113,612.37	7,654.84	-	121,267.21		133,393.94	
25	1-Feb	2024	113,612.37	26,707.26	-	140,319.63		154,351.59	
26	1-Mar	2024	109,632.53	26,432.84	-	136,065.37		149,671.90	
27	1-Apr	2024	113,612.37	26,707.26	-	140,319.63		154,351.59	
28	1-May	2024	111,613.69	26,569.83	-	138,183.52		152,001.87	
29	1-Jun	2024	113,612.37	26,707.26	-	140,319.63		154,351.59	
30	1-Jul	2024	111,613.69	26,569.83	-	138,183.52		152,001.87	1,501,783.50
31	1-Aug	2024	113,612.37	26,707.26	-	140,319.63		154,351.59	
32	1-Sep	2024	113,612.37	26,707.26	-	140,319.63		154,351.59	
33	1-Oct	2024	111,613.69	26,569.83	-	138,183.52		152,001.87	
34	1-Nov	2024	113,612.37	26,707.26	-	140,319.63		154,351.59	
35	1-Dec	2024	111,613.69	26,569.83	-	138,183.52		152,001.87	
36	1-Jan	2025	113,612.37	26,707.26	-	140,319.63		154,351.59	
37	1-Feb	2025	113,612.37	26,707.26	-	140,319.63		154,351.59	
38	1-Mar	2025	107,669.08	26,296.30	-	133,965.38		147,361.92	
39	1-Apr	2025	113,612.37	26,707.26	-	140,319.63		154,351.59	
40	1-May	2025	111,613.69	26,569.83	-	138,183.52		152,001.87	
41	1-Jun	2025	113,612.37	26,707.26	-	140,319.63		154,351.59	
42	1-Jul	2025	111,613.69	26,569.83	-	138,183.52		152,001.87	1,835,830.57
43	1-Aug	2025	113,612.37	26,707.26	-	140,319.63		154,351.59	
44	1-Sep	2025	113,612.37	26,707.26	-	140,319.63		154,351.59	
45	1-Oct	2025	111,613.69	26,569.83	-	138,183.52		152,001.87	
46	1-Nov	2025	113,612.37	26,707.26	-	140,319.63		154,351.59	
47	1-Dec	2025	111,613.69	26,569.83	-	138,183.52		152,001.87	
48	1-Jan	2026	113,612.37	26,707.26	-	140,319.63		154,351.59	
49	1-Feb	2026	113,612.37	26,707.26	-	140,319.63		154,351.59	
50	1-Mar	2026	107,669.08	26,296.30	-	133,965.38		147,361.92	
51	1-Apr	2026	113,612.37	26,707.26	-	140,319.63		154,351.59	
52	1-May	2026	111,613.69	26,569.83	-	138,183.52		152,001.87	
53	1-Jun	2026	113,612.37	26,707.26	-	140,319.63		154,351.59	
54	1-Jul	2026	111,613.69	26,569.83	-	138,183.52		152,001.87	1,835,830.57
55	1-Aug	2026	113,612.37	26,707.26	-	140,319.63		154,351.59	
56	1-Sep	2026	113,612.37	26,707.26	-	140,319.63		154,351.59	
57	1-Oct	2026	111,613.69	26,569.83	-	138,183.52		152,001.87	
58	1-Nov	2026	113,612.37	26,707.26	-	140,319.63		154,351.59	
59	1-Dec	2026	17,127,834.02						
60	1-Jan	2027	-						-
61	1-Feb	2027							
62	1-Mar	2027							
63	1-Apr	2027							
64	1-May	2027							
65	1-Jun	2027							
66	28-Feb	2023		#REF!	-	#REF!	#REF!		

1-Aug-25	
Senior Debt	17,772,585.98
Sub-Debt	7,456,196.16
	-
Total Refi Amt	25,228,782.14
Estimated COI	500,000.00
DSRF	1,850,000.00
Total Principal	27,000,000.00
Annual Pmt	\$1,857,745.52

Assumes 5.5% interest rate and 30-year term

**IDEA Florida
Board Action Item
December 16, 2021**

Subject: Memorandum of Understanding: Civics Seal of Excellence Stipend Program

Proposed Board Action: For Ratification

Executive Summary:

The Florida Civics Seal of Excellence is a major component of Governor DeSantis' \$106 million Civic Literacy Excellence Initiative. The funding will be used to create and award qualified teachers with the Florida Civics Seal of Excellence, which includes a \$3,000 bonus for educators who complete training to earn the endorsement.

The Florida Civics Seal of Excellence endorsement may be accomplished through the delivery of a civic literacy-focused, online professional development system. The goal of the professional development is to ensure teachers know how to effectively implement evidence-based practices for civics and government content, and have sufficient content knowledge to teach these courses. The high-quality content for the professional development is being created in conjunction with subject matter experts, who have a deep and rich understanding of the founding principles of the United States and the Constitution. The timeline for implementation is slated for spring 2022.

A Memorandum of Understanding (MOU) is required to allow qualified educators from IDEA that earn the Florida Civics Seal of Excellence to receive the \$3,000 bonus. The deadline for submission of the signed MOU was December 15th.

To meet the deadline, the Chair signed the MOU and submitted to the Department. The MOU does not obligate IDEA Florida in any way, but instead ensures that our teachers will have the opportunity to participate if they choose to.

This action item serves to ratify the signed MOU.

Supporting Documentation: Memorandum of Understanding for Civic Literacy Excellence Endorsement Teacher Stipend

Presenter: Adam Miller, VP Policy and Advocacy, IDEA Public Schools

Memorandum of Understanding
The Florida Department of Education
And
(enter District name)
(enter District FEIN #)

WHEREAS to build educator capacity to implement the Civic Literacy Excellence Initiative, the Florida Department of Education, hereinafter FDOE, is developing the Florida Civics Seal of Excellence Endorsement; and

WHEREAS students in (enter District name), hereinafter District, will benefit from teachers from District schools receiving Florida Civics Seal of Excellence Endorsement virtual teacher training; and

WHEREAS, the parties hereto intend that teachers successfully completing Florida Civics Seal of Excellence Endorsement virtual teacher training receive a stipend of \$3,000, subject to the limitations expressed herein.

NOW THEREFORE, the Department and the District enter into this memorandum of understanding to establish the terms and conditions under which the Department shall provide a sub-grant for funds under the Elementary and Secondary School Emergency Relief Fund (ESSER II) to the District to provide a stipend of \$3,000 for the first 20,334 teachers to complete the Florida Civics Seal of Excellence Endorsement virtual teacher training statewide.

I. Scope of Work:

The District shall identify its teachers that have completed the Florida Civics Seal of Excellence Endorsement virtual teacher training comprised self-guided course modules. The endorsement course features five modules that cover key components for delivering K-12 civics education. Topics include the ideas and events that led to America's independence, the debates and events that led to creating a more perfect Union, The U.S. Constitution, better protection of liberty and equality for all Americans, citizenship in American self-government. The Department will verify with CPALMS that the identified teachers have completed the training.

A. School District Responsibilities:

1. Each School District or charter school, shall submit a list of eligible teachers to CPALMS via the CPALMS website, on an excel spreadsheet provided for that purpose.

2. Upon receipt of payment from the Department as provided below, pay a \$3,000 stipend to the eligible teachers that successfully completed the training, subject to appropriate reductions and withholdings as determined by the District.
3. Upon receipt of payment from the Department for charter school(s) within the district, will promptly forward applicable payments to charter school(s) for the purpose of paying a \$3,000 stipend to the eligible charter school teachers that successfully completed the training, subject to appropriate reductions and withholdings as determined by the Charter School.

B. Department of Education Responsibilities:

1. After receipt of course completions from the District, verify successful completion with CPALMS. The Department may utilize information relating to completion of virtual teacher training received directly from CPALMS to request payment as specified below.
2. Submit the payment request to the Department of Financial Services in the amount of \$3,000.00 for each eligible teacher from the District (including charter schools within the District) that successfully completed the training. Payment will be made directly to the District. The Department's obligation to pay the stipend is limited to the first 20,334 teachers to complete the training statewide.

II. Deliverables:

- A. Deliverables will be receipt of the verified list of course completions from CPALMS provided in support of the payment of the stipend as provided herein.

III. Term:

- A. The term of this MOU shall begin on date of execution and be in effect through September 30, 2023.

IV. Terms and Conditions:

- A. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- B. If the necessary funds are not available to fund this Agreement as a result of action by the State Legislature or the Florida Department of Financial Services all obligations on the part of the department to make any further payment of funds hereunder shall, if the department so elects, be terminated.
- C. The Department reserves the right to cancel this memorandum of understanding without cause by giving the Parties thirty (30) days written notice
- D. This Agreement will be interpreted under the laws of Florida and any dispute not resolved above can only be enforced in the appropriate forum in Tallahassee, Florida.
- E. Unless otherwise stated herein, modifications to the provisions of this Agreement, with the exception of Section V., Agreement Management, shall be valid only through execution of a formal written amendment.
- F. Pursuant to Section 287.058(1), Florida Statutes (s. 287.058, F.S.):
1. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 2. The Department may unilaterally cancel this Agreement if the Provider refuses to allow access by members of the public to all documents, papers, letters

and materials made or received in conjunction with the Agreement that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.

G. Record copies will be retained five (5) fiscal years after completion or termination of the contract/lease/agreement, provided applicable audits have been released.

H. Access to Records: The Parties shall grant access to all records pertaining to the Agreement to the Department's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.

I. Public Records: In fulfilling its obligations under this Agreement and Chapter 119, F.S., Parties must comply with the requirements outlined in s. 119.0701, F.S. If the Parties fail to comply with a public records request pursuant to Chapter 119, F.S., the Department may take any action under this Agreement necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from Parties regarding an action brought to enforce a public records request sent to the Parties, or terminating the Agreement. Pursuant to s. 119.0701, F.S., the Parties must:

1. Keep and maintain public records required by the Department to perform the service;
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Parties does not transfer the records to the Department; and
4. Upon completion of the Agreement, transfer, at no cost, to the Department all public records in possession of the Parties or keep and maintain public records required by the Department to perform the service. If the Parties transfers all public records to the Department upon completion of the Agreement, the Parties shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Parties keeps and maintains public records upon completion of the Agreement, the Parties shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-245-0735 & contractcustodian@fldoe.org, Florida Department of Education, Attn: Contract Custodian 325 W. Gaines Street, Suite 344, Tallahassee, FL 32399-0400.

- J. This memorandum of understanding is a sub-award under the following:
1. Federal Award #:S425D210052
 2. Federal Award Date: January 6, 2021
 3. CFDA #: 84.425D
 4. Federal Award Description: Elementary and Secondary School
Emergency Relief Fund (ESSER (II))
 5. Awarding Agency: Florida Department of Education

V. Agreement Management:

All notices provided under or pursuant to this agreement shall be in writing and addressed to the individuals listed below.

A. The Department program contact is:

Angelia Rivers, Bureau Chief
Bureau of Standards and Instructional Support
325 West Gaines St.
Tallahassee, Florida 32399-0400
Email: Angelia.Rivers1@fldoe.org

B. The name and address of the contact for the District is:

Name, Title _____
Address _____
City, Florida Zip Code _____
Email: _____

In witness hereof, the parties have caused this Memorandum of Understanding to be executed by and between them:

STATE OF FLORIDA
DEPARTMENT OF EDUCATION

(School District name)

By: _____

By: _____

Name: _____

Name: _____

Title: Commissioner

Title: _____

Date: _____

Date: _____