

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 7/15/25Resolution ☐ Ordinance ☒

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): An ordinance approving a lease agreement by and between the Metropolitan Government and Davidson County acting by and through the Metropolitan Board of Public Education, and KIPP Nashville, a Tennessee nonprofit corporation (Proposal No. 2025M-021AG-001).

Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

<input type="checkbox"/> Bonds	<input type="checkbox"/> Contract Approval	<input type="checkbox"/> Intergovernmental Agreement
<input type="checkbox"/> Budget - Pay Plan	<input type="checkbox"/> Donation	<input type="checkbox"/> Lease
<input type="checkbox"/> Budget - 4%	<input type="checkbox"/> Easement Abandonment	<input type="checkbox"/> Maps
<input type="checkbox"/> Capital Improvements	<input type="checkbox"/> Easement Accept/Acquisition	<input type="checkbox"/> Master List A&E
<input type="checkbox"/> Capital Outlay Notes	<input type="checkbox"/> Grant	<input type="checkbox"/> Settlement of Claims/Lawsuits
<input type="checkbox"/> Code Amendment	<input type="checkbox"/> Grant Application	<input type="checkbox"/> Street/Highway Improvements
<input type="checkbox"/> Condemnation	<input type="checkbox"/> Improvement Acc.	<input type="checkbox"/> Other: _____

FINANCE Amount +/-: \$ _____

Funding Source: ☐ Capital Improvement Budget
☐ Capital Outlay Notes
☐ Departmental/Agency Budget
☐ Funds to Metro
☐ General Obligation Bonds
☐ Grant
☐ Increased Revenue Sources

Match: \$ _____

☐ Judgment and Losses
☐ Local Government Investment Project
☐ Revenue Bonds
☐ Self-Insured Liability
☐ Solid Waste Reserve
☐ Unappropriated Fund Balance
☐ 4% Fund

Approved by OMB: Anon Pratt AB

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

Other: _____

Date to Finance Director's Office: 8/7/2025 | 11:09 AM CDT

APPROVED BY

FINANCE DIRECTOR'S OFFICE: Jennine Reed/mju

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: 8/12/2025 | 11:31 AM CDT Approved by Department of Law: Justin Marsh

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk
☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

Ordinance No. _____

An ordinance approving a lease agreement by and between the Metropolitan Government of Nashville and Davidson County acting by and through the Metropolitan Board of Public Education, and KIPP Nashville, a Tennessee nonprofit corporation (Proposal No. 2025M-021AG-001).

WHEREAS, The Metropolitan Government of Nashville and Davidson County ("Metro"), acting by and through the Metropolitan Board of Public Education ("MNPS"), and KIPP Nashville desire to enter into an agreement for the lease of property for the use as a Charter School; and,

WHEREAS, Metro wishes to lease the Premises noted in the lease to KIPP Nashville.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The lease agreement between The Metropolitan Government of Nashville and Davidson County and KIPP Nashville, which is attached hereto and incorporated by reference, is hereby approved and the Director of Schools and the Department of Public Property are authorized to execute the lease on behalf of the Metropolitan Government.

Section 2. Any amendment, change, or extension to the lease shall be approved by ordinance of the Metropolitan Council receiving twenty-one affirmative votes.

Section 3. That the Director of Schools shall have authority to approve any and all renovation and/or improvement projects presented by and for KIPP Nashville.

Section 4. This ordinance shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

INTRODUCED BY:

Dr. Adrienne Battle

Adrienne Battle, Director
Metropolitan Nashville Public Schools

Abraham Wescott

Abraham Wescott, Director
Public Property

Member(s) of Council

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed

Jenneen Reed, Director
Department of Finance

AB

APPROVED AS TO FORM AND
LEGALITY:

Justin Marsh

Assistant Metropolitan Attorney



BOARD OF EDUCATION CONTRACT

FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION

TO: Jenneen Reed, Finance Director
Metropolitan Department of Finance

Contract Number: 7606321 Contractor: KIPP Nashville, a Tennessee NonProfit Corporation
Sourcing Method: Revenue
Start Date: 7/1/2025 End Date: 6/30/2035
Address: 3410 Knight Drive City: Nashville State: TN Zip: 37207
Supplier Number: 299812 Supplier Email: rdowell@kippnashville.org

PURPOSE OF CONTRACT:

Charter school lease agreement with KIPP Nashville for the use of real property located at 1000 Sevier St., Nashville, TN 37206.

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes** Board Approval Date: **6/10/2025**

Is this an Intergovernmental Contract? **No**

Is there DBE Participation? **No** Type of DBE (check all that apply): ☐ SBE ☐ MBE ☐ WBE ☐ SDV

Value/Percentage of DBE Participation:

GRANT SUMMARY (IF APPLICABLE):

Grant Name:

Amount expected to receive: Business unit to which it will be deposited:

Are matching funds required? **No** If yes, amount of obligation:

If yes, specify fund that is being obligated:

CONTRACT FINANCIAL SUMMARY:

This is a Revenue Contract

The revenue is estimated to be: \$3,845,000.00

BUDGET INFORMATION:

Account number: Revenue

Fund number: Revenue

kk lb

MNPS Contact Person: Casey Megow
Email Address: casey.megow@mnps.org

Contract Agent: Stephen Pitman
Email Address: Stephen.Pitman@mnps.org

Contract Number: 7606321

LEASE AGREEMENT BY AND BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE
METROPOLITAN BOARD OF PUBLIC EDUCATION
AND
KIPP NASHVILLE, NONPROFIT LLC

This **Lease Agreement** ("hereinafter **Lease**"), made and entered into by and between **Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Nashville Board of Public Education** (hereinafter "**Lessor**" or "**MNPS**"), and **KIPP Nashville, a Tennessee nonprofit corporation** (hereinafter "**Lessee**").

WITNESSETH:

WHEREAS, Lessor is a public corporation created pursuant to T.C.A. §§ 7-1-101 et seq. and vested with the authority to Lease real property pursuant to Article 1, § 1.01 of the Metropolitan Charter and T.C.A. § 49-2-203 (b)(4); and

WHEREAS, Lessee is vested with the authority to enter into lease agreements for real property; and

WHEREAS, Lessee desires to lease from Lessor the use of real property located at 1000 Sevier St., Nashville, TN 37206 (the "Building") for use as a Charter School (hereinafter "the Permitted Use"). "The Premises" to be leased by Lessee shall consist of approximately 60,948 square feet of the Building and 3.90 acres of grounds, as depicted on the map attached hereto as Attachment A, together with all improvements, fixtures and appurtenant rights thereto: and

WHEREAS, Lessor desires to lease Lessee the Premises for the Permitted Use, such use being in the best interests of the public school system and the community which the school system serves; and

WHEREAS, the Premises are not needed at present for use by the Lessor but may be used at a later time after the expiration or termination of this Lease.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged and for the mutual promises hereinafter set out, and subject to the conditions, limitations and for the lease or other consideration hereinafter established, Lessor lets and leases unto Lessee the Premises.

SECTION 1. LEASE DOCUMENTS.

This Lease is composed of the following documents:

- (a) This Lease, including annexes hereto, the originals of which shall be filed with the Metropolitan Clerk;
- (b) Any duly authorized amendment signed by the parties hereto and filed with the Metropolitan Clerk.

SECTION 2. CONFLICT OF DOCUMENTS.

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- (a) Any properly executed amendment to this Lease (most recent with first priority),

This Lease.

SECTION 3. TERM.

- (a) This Lease shall commence on 07/01/2025 (the "Commencement Date") and end on 06/30/2035 (the "Initial Term"), at which time the leasehold, and all improvements thereon, shall revert to Metro Nashville Public Schools (MNPS) free and clear of all liens, claims, or encumbrances whatsoever.

SECTION 4. RIGHTS AND RESPONSIBILITIES.

- (a) Lessor's Rights and Responsibilities. Lessor agrees to allow Lessee to use and occupy the Premises for the Permitted Use.
- (b) Lessee's Rights and Responsibilities. Lessee agrees to occupy and use the Premises as specified above, and to pay rent as specified in this Lease and submit annual documentation of facility maintenance and upkeep records (based on commercially reasonable standards).

SECTION 5. DEFINITIONS

- (a) Capital Repairs. Substantial repairs or replacements made to the Premises to restore or extend the useful life of its major systems, structures, or components. These repairs are typically non-recurring, involve significant costs, and address essential elements which may include but not limited to the building's roof (including gutters and roof membranes), foundation, plumbing, electrical systems, HVAC systems, elevators, utility lines and connections located within and serving the Premises exclusively, but solely to the extent such utility lines are located downstream of the applicable utility meter or point of service demarcation and are not the responsibility of the utility service provider,, exterior façade, or other critical infrastructure. Capital repairs are distinct from preventative maintenance and routine maintenance and repairs, focusing on long-term improvements rather than immediate operational upkeep. Responsibility for capital repairs, including cost allocation and decision-making authority, shall be as specified in this agreement.
- (b) Custodial Services. The cleaning and general upkeep of the interior and exterior spaces of the Premises that ensures a clean, sanitary, and well-maintained environment. These services typically include, but are not limited to, tasks such as sweeping, mopping, vacuuming, dusting, trash removal, restroom cleaning and restocking, window washing, and periodic deep cleaning. Custodial Services also includes floor waxing and polishing, typically performed annually. Cleaning of the Premises shall meet a minimum Association of Physical Plant Administrators (APPA) level 3.
- (c) Grounds Maintenance. The regular and ongoing upkeep, care, and management of the exterior areas of a property, which may include but not limited to landscaping, lawns, trees, shrubs, and

mulched planting beds. Grounds maintenance shall include, but is not limited to mowing, trimming, pruning, weeding, and mulching. Activities of grounds maintenance do not include planting and maintaining flowers, fertilizing, watering, pest control, cleaning, snow removal, and any other tasks not mentioned herein. Responsibility for Ground Maintenance shall be as specified in this agreement.

(d) Low Voltage Services, Equipment, and Repairs. The internet services, installation, maintenance, and repair of systems used for communication, safety, or control purposes and include, but are not limited to, equipment such as Telephone systems, Data/Internet cabling and networks, Security systems (e.g., alarms, cameras, access control), Intercom systems, Audio/visual systems. Low voltage services may involve tasks such as wiring, testing, troubleshooting, programming, and repairing the equipment, ensuring they operate efficiently and in compliance with safety standards. The responsibility for the provision, maintenance, and repair of low voltage services and equipment shall be as specified in this agreement.

(e) Preventative Maintenance. The scheduled, proactive inspection, servicing, and repair of property systems, equipment, and structures to prevent potential failures, extend their operational life, and ensure continued functionality. This includes routine tasks such as cleaning, lubrication, adjustments, minor repairs, testing, and the replacement of parts subject to wear and tear. Preventative maintenance includes, but is not limited to, the following services.

- Monthly Emergency Light Inspection
- Monthly Fire Extinguisher Inspection
- Monthly Elevator Phone Testing
- Quarterly HVAC Filter Changes
- Quarterly Chemical Water Treatment for HVAC loops
- Annual Chiller Program
- Annual Cooling Tower Program
- Annual Boiler Program
- Annual Elevator Inspection & Maintenance
- Annual Fire Extinguisher Inspection
- Annual VRF HVAC System Program
- Annual Gym Floor Screening
- Annual HVAC unit Program (Water Source Heat Pumps, Window Units, Outside Air Units, etc.)
- Annual Bleacher Inspection
- Annual 90-minute Emergency Light Test

Responsibility for Preventative Maintenance shall be as specified in this agreement.

(f) Refuse Collection. The regular and systematic removal of waste materials generated on the premises, including but not limited to garbage, trash, recyclables, yard waste, and other discarded items. This service encompasses the collection, transport, and disposal of refuse in compliance with local laws, regulations, and environmental standards. Responsibility for Refuse Collection shall be as specified in this agreement.

(g) Routine Maintenance and Repair. The regular, ongoing tasks and repairs necessary to preserve the property in good working condition and ensure its cleanliness, safety, and functionality. These tasks include, but are not limited to, minor repairs, upkeep of fixtures, replacing light bulbs, unclogging drains, adjusting equipment, fixing or adjusting non-structural components such as doorknobs, locks, or fixtures, and addressing wear and tear. Tasks also include but are not limited to the regular upkeep of exterior pathways, driveways, parking lots, fencing, playground,

playfields and courts, and all other outdoor amenities. These tasks also include system stabilization and initial diagnosis of a potential capital repair. Responsibility for Routine Maintenance and Repair shall be as specified in this agreement.

- (h) Tenant Improvements. Modifications, alterations, or enhancements made to the Premises to customize or adapt the space to meet the Lessee's specific needs. These improvements may include, but are not limited to, changes to interior walls, flooring, ceilings, lighting, electrical systems, plumbing, fixtures, and built-in furniture. Tenant Improvements shall not be considered for rent credit. Responsibility for Tenant Improvements shall be as specified in this agreement.
- (i) Utilities. The essential services provided to the property that support its operation and habitability. These services include, but are not limited to, electricity, natural gas, water, sewage, telephone, and cable television. Responsibility for Utilities shall be as specified in this agreement.

SECTION 6. LEASE.

- (a) Payment. Commencing on 7/1/2025 and continuing through 6/30/2026, Lessee agrees to pay Lessor as annual "Lease" for the use of the Premises the amount of \$335,214(\$27,934.50 Monthly). The responsibilities of the parties shall be per Section 9.
- (b) Lessee shall pay to lessor monthly rental installments. Annually beginning with the first month (July) of each successive 12-month period, this lease rate shall increase by 3% each year throughout the term of the lease.

Subsequent Lease for years 2 thru 9 shall be calculated as follows:

Start	End	Annual Rate	Monthly
7/1/2026	6/30/2027	\$345,270.42	\$28,772.54
7/1/2027	6/30/2028	\$355,628.53	\$29,635.71
7/1/2028	6/30/2029	\$366,297.39	\$30,524.78
7/1/2029	6/30/2030	\$377,286.31	\$31,440.53
7/1/2030	6/30/2031	\$388,604.90	\$32,383.74
7/1/2031	6/30/2032	\$400,263.05	\$33,355.25
7/1/2032	6/30/2033	\$412,270.94	\$34,355.91
7/1/2033	6/30/2034	\$424,639.07	\$35,386.59
7/1/2034	6/30/2035	\$437,378.24	\$36,448.19

Tenant Improvements shall be at the cost of the Lessee, unless otherwise agreed to and incorporated in writing as part of the Lease, and approved in advance by the Lessor, such approval not to be unreasonably withheld, conditioned or delayed. Lessor shall have no obligation whatsoever to reimburse Lessee for any tenant improvement expenditures in the event that the term expires or is totally or partially terminated.

- (c) Payment. Lease payment must be received by MNPS by the last business day of each month for the following month's lease. Payment shall be submitted to:

Accounts Receivable
2601 Bransford Avenue

Nashville, TN 37204

- (d) Refund. If Lessee occupies the Premises for less than the full Term of the Lease, any Lease amounts paid for the Premises in advance shall be refunded on a pro rata basis less any costs actually incurred by MNPS related to the Lease.
- (e) Renewal. The Lease shall run with the dates for the Lessee's charter. In no case shall the Lease extend past the date of the Lessee's charter. At the end of the initial term, the Lessee shall have the option to extend the initial term for one renewal period of up to ten (10) years, to run concurrently with the charter extension of the Lessee, with the rent and other terms for such renewal period to be mutually agreed upon by the parties. Lessee shall exercise such option to extend the initial term by giving the Lessor not less than one hundred twenty (120) days written notice prior to the expiration of the initial term. The initial term together with any renewal period shall be referred to herein as the "Term".
- (f) Capital Repairs.
 - i. The parties acknowledge and agree that, notwithstanding anything to the contrary, pursuant to Section 9(a) of this Lease, the Lessor is responsible for the cost of performing Capital Repairs.
 - ii. Lessee may (based on commercially reasonable standards) determine when Capital Repairs are required to continue to operate the Premises for the Permitted Use. If Lessee reasonably determines that Capital Repairs are required to keep the Building or other improvements in good condition and working order, Lessee may (but shall not be required to) obtain a quote for the performance of such Capital Repairs from a licensed contractor and present such quote to Lessor. Within thirty (30) days of Lessor's receipt of such quote, Lessor shall either: (x) accept such quote in writing and permit Lessee to perform such Capital Repairs (such Capital Repairs, "Lessee-Performed Capital Repairs"), (y) reject the quote and select a duly licensed contractor to perform such Capital Repairs at Lessor's sole cost (and commence such work within sixty (60) days after the date Lessee first provided the quote to Lessor under this paragraph, and thereafter diligently prosecute such work to completion within commercially reasonable standards), or (z) dispute the need for such Capital Repairs in a written and reasonably detailed objection, at which time Lessor and Lessee may consider submitting the dispute over whether (or not) Capital Repairs are needed to a mediator selected by both parties. Failure of Lessor to timely select one of the foregoing options (x) – (z) shall be deemed as Lessor's irrevocable approval of and direction to Lessee to perform the Capital Repairs under clause (x).
 - iii. Upon delivery of invoices and reasonable supporting documentation for Lessee-Performed Capital Repairs, Lessee shall be entitled to a credit against Lessee's Rent payment obligation for the full amount of the cost of performing the Lessee-Performed Capital Repairs (which credit shall include any design, engineering, architectural, or other "soft" costs and expenses associated with such Lessee-Performed Capital Repairs) (such credit, the "Capital Repair Rent

Credit”).

- iv. Each month during the Term, the Capital Repair Rent Credit shall be limited to an amount equal to fifty percent (50%) of the Rent payable during such month..
- v. Notwithstanding anything to the contrary, if the Capital Repair Rent Credit has reached the maximum amount permitted under this Agreement, the Lessor shall no longer have the option to approve Lessee Performed Capital Repairs under clause ii(x) and shall instead be required to proceed under clause ii(y) or ii(z).
- vi. If the nature of such Capital Repair materially interferes with Lessee’s ability to use or occupy the Premises for the Permitted Use (including, by way of example, failure of HVAC or other essential building systems), and such Capital Repair cannot reasonably be completed within twenty-four (24) hours after notice of the need for the Capital Repair, then, subject to the exceptions below, Lessor shall use commercially reasonable efforts to provide temporary measures or accommodations at the Premises sufficient to permit Lessee to continue to occupy and operate within the Premises. Notwithstanding the foregoing, Lessor shall have no obligation to provide such temporary measures or accommodations to the extent the interference with occupancy results from events beyond Lessor’s reasonable control, including but not limited to fire, casualty, war, terrorism, acts of God, or severe weather events.

SECTION 7. DELINQUENT PAYMENTS: HANDLING CHARGES.

All payments required of Lessee hereunder that are not paid within ten (10) days of the date such payment is due shall bear interest from the date due until paid at 5.5% per annum. Any balance carried into the next month will be assessed an additional 5.5% late charge. In no event, however, shall the charges permitted under this Section or elsewhere in this Lease, to the extent they are considered to be interest under law, exceed the maximum lawful rate of interest.

SECTION 8. CONSIDERATION.

Lessee, in consideration of this Lease, agrees:

- (a) To timely pay Lease when due hereunder; and,
- (b) To use and occupy the Premises for the Permitted Use only, and for no other object or purpose without the prior written consent of Lessor, and to not use the Premises for any illegal or harmful purpose.

SECTION 9. LESSOR/LESSEE ADA, MAINTENANCE AND UTILITIES OBLIGATIONS.

- (a) **Obligation of the Parties:** The obligation for the facility and property under this agreement shall be performed and be the responsibility of the following parties:

Facility Service	Responsible Party
Capital Repair	Lessor - MNPS
Custodial Services	Lessee
Grounds	Lessor - MNPS
Low Voltage Services, Equipment, and Repairs	Lessee
Preventative Maintenance	Lessee
Refuse Collection	Lessee
Routine Maintenance and Repairs	Lessee
Tenant Improvements	Lessee*
Utilities	Lessee

Performance of these obligations shall be in accordance with the services as defined in Section 5 of this Agreement.

- (b) Americans with Disabilities Act ("ADA"), Building, Fire, and Zoning Codes and Regulations The Premises shall be delivered to the Lessee in its "AS IS" condition, no warranties or representations having been made by Lessor (except as otherwise expressly set forth herein). Lessee is solely responsible for inspecting the Premises and making such alterations, decorations or improvements for its use and occupancy of the Premises. The Premises are devised and let subject to (a) any state of facts which an accurate survey or physical inspection thereof might show, (b) all zoning regulations, restrictions, rules, and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (c) with respect to buildings, structures, and other improvements located on the Premises, their condition as of the Commencement Date, without representation or warranty by Lessor.
- (c) **Lessor Obligations:** Upon execution of this Agreement, Lessor shall provide access to the Premises as defined in this Agreement. Lessor obligations include facility services outlined in 9(a) Obligation Matrix.
- (d) Lessee Obligations: Lessee's obligations include facility services as outlines in 9(a) Obligation Matrix. Lessee further agrees that on the date this Lease terminates, for any reason whatsoever, the Premises will be left in a clean and sanitary condition, which is in the same condition as Lessee received the Premises on the Commencement Date, excepting ordinary wear and tear. Lessee agrees to pay for services rendered by Lessor to repair or restore the Premises to conditions that existed prior to occupancy by Lessee.
- (e) **Additional Terms for Facility Services:**
- Capital Repairs. Lessor shall not be responsible for (1) any such replacement or major repairs until Lessee notifies Lessor of the need therefore in writing within 2 days of Lessee's reasonable determination of the need for such repair; or (2) damage or need for repair caused by any acts or

omissions by Lessee, its agents, employees or invitees. The Building's structure does not include Tenant Improvements. Lessor's obligation for any Capital Repairs shall be limited to the cost of performing the work (including the costs of materials) and does not include any costs for Lessee's furniture, fixtures, Tenant Improvement repairs, goods, nor other property, including moving of such property to perform the capital repair.

- Low Voltage Services, Equipment, and Repairs. Lessor hereby agrees to leave all existing low voltage wiring located in the Building for Lessee's use where possible. Any low voltage cabling maintenance changes or improvements must follow the MNPS low voltage standard (most current version). This document is available on the MNPS website under the IT department.
- Preventative Maintenance. The Lessor shall employ its Preventative Maintenance Manager to perform an annual observation of the buildings systems, and Lessee shall allow access to the Preventive Maintenance Manager or his/her designee to observe such components from time to time to evaluate equipment condition to assure their longevity is realized. Lessor reserves the right to back charge Lessee for any service (preventative or repair) performed by Lessor resulting from deficiencies discovered during the annual observation by MNPS. Lessee shall submit to Lessor, one (1) month prior to the annual anniversary of this lease records of preventative maintenance including the company who performed the service, the scope of the service performed, and date of the service(s) performed.
- Tenant Improvements. Lessee represents that it has inspected and examined the Premises and accepts it in its present condition and agrees that MNPS shall not be required to make any other improvements, repairs, or modifications whatsoever in or upon the Premises hereby leased or any part thereof, except as otherwise provided in this Lease. Lessee's occupancy of the Premises is Lessee's representation to MNPS that (a) Lessee has examined and inspected the Premises, including any existing improvements thereon, (b) finds the Premises to be as represented by MNPS and satisfactory for Lessee's intended use, and (c) constitutes Lessee's acceptance of the Premises and any existing improvements "as is." MNPS makes no representation or warranty as to the condition of the Premises or the improvements, except as otherwise provided in this Lease.

Except as provided below, all leasehold improvements, as defined by Tennessee law, will be considered an integral part of the Premises and title to such leasehold improvements will vest in MNPS upon termination or expiration of this Lease, free and clear of any liens or encumbrances whatsoever.

If any improvements or modifications to the Premises (which require a building permit) are: (i) not Lessor's responsibility pursuant to this Lease and (ii) desired by Lessee (collectively "Tenant Improvements") Lessee agrees, at its cost and expense, to make such improvements or modifications. Before proceeding with work on Tenant Improvements, Lessee shall obtain the Lessor's written approval of plans and specifications, such approval not to be unreasonably withheld, conditioned, or delayed. If Lessee requests any additions to the approved plans, Lessee shall obtain Lessor's prior approval, such approval not to be unreasonably withheld, conditioned, or delayed, and pay the costs thereof. All of Lessee's work on Tenant Improvements shall be performed in a good and workmanlike manner, in strict accordance with the plans and specifications approved by Lessor, and in compliance with all applicable laws, rules, codes,

ordinances and regulations. Lessee, at Lessee's sole cost and expense, shall obtain all permits that may be required for Lessee's work prior to commencing Lessee's work.

Within thirty (30) days of the completion of any Tenant Improvements by Lessee, a duly authorized officer of Lessee shall provide to MNPS a written statement certifying (a) the amount of total construction costs incurred by Lessee with respect to such Tenant Improvements, (b) that such Tenant Improvements are in compliance with all applicable laws of governmental authorities, and (c) that no liens exist against any of the Premises and that all contractors and subcontractors have been paid all amounts due and owing to them with respect to such Tenant Improvements, (d) the Lessee shall submit a receipt of payment for each Contract, Subcontractor, Sub- subcontractor, and Supplier for all work performed during the lease period. Receipt of payment shall be in a format acceptable to MNPS, on subcontractor, sub-subcontractor, or supplier letterhead and include payment date, amount received, and pay application reference number.

Lessee shall hold Lessor harmless from and shall indemnify Lessor, its current and former agents and employees, against any and all liability, costs, expenses, including reasonable attorneys' fees, claims, demands, or causes of action for damage to persons or property arising out of or in connection with the work performed by Lessee on Tenant Improvements, its employees, agents, contractors, or subcontractors. This paragraph shall survive expiration or earlier termination of this Lease.

All Tenant Improvements shall be and remain the property of Lessee until the expiration or earlier termination of the Term, at which time all rights, title and interest of Lessee in and to the Premises shall revert to MNPS. Lessee may remove, prior to the expiration or earlier termination of the Term, any trade fixtures, signs and other personal property of Lessee not permanently affixed to the Premises that may be removed without damage to the Premises (the "Lessee's Property"). Any portion of Lessee's Property not removed prior to such expiration or earlier termination of the Term shall be deemed to be abandoned by the Lessee. If Lessee shall fail to affect such removal prior to the termination of the Term, MNPS may, at its option and without liability to Lessee, remove such goods and effects and may store the same for the account of the Lessee or the owner thereof at any place selected by MNPS. Lessee shall be responsible for all costs of removal and storage.

SECTION 10. PREMISES

Lessee shall not permit any of its employees, agents, or officers to deface, destroy or remove any property of Lessor, whether real or personal, whether it be under the control of Lessor, or otherwise held, at or on the Premises. Any and all of Lessor's property or operating equipment that may be used by Lessee or its employees or agents shall be returned in as good an operating condition as it was received by Lessee, normal wear and tear excepted. Lessee shall be responsible for all reasonable and necessary expense to repair or replace any Lessor property or equipment, due to defacement, destruction, damage or loss occurring while in use by Lessee, except that arising from normal wear and tear.

Lessee may, at its own expense, install and maintain such identification signs on the Premises as Lessee requires, provided that each such sign shall conform to all applicable laws and shall have first been approved by Lessor, such approval not to be unreasonably withheld, conditioned, or delayed.

Quiet Enjoyment: As long as Lessee is not in default hereunder beyond applicable notice and/or cure periods, Lessor covenants that Lessee shall peaceably hold and enjoy the Premises, subject to the terms of this Lease.

Lessor and Lessee agree to cooperate in good faith regarding the shared use of spaces in or appurtenant to the Building as specified above. Where a party's approval is requested, such party will not unreasonably withhold, condition or delay such approval.

SECTION 11. RIGHT-OF-ENTRY

- (a) Lessor, including without limitation, its authorized representatives, shall have the right to enter the Premises: (1) at any and all reasonable times to exercise any right, power or remedy reserved to Lessor in this Lease or (2) for any other lawful reason after not less than ten (10) days' prior notice to Lessee.
- (b) The exercise of any right in Section 11(a) reserved to Lessor or its authorized representatives shall not constitute an actual or constructive eviction, in whole or in part, or entitle Lessee to any abatement or diminution of Lease or relieve Lessee from any of its obligations under this Lease.
- (c) Notwithstanding the foregoing or anything else to the contrary, no entry or access to the Premises by Lessor shall materially and adversely interfere with Lessee's use of the Premises for the Permitted Use.

SECTION 12. MECHANIC'S LIENS AND OTHER ENCUMBRANCES.

No work, services, materials or labor provided to Lessee in connection with its use and occupation of the Premises shall be deemed to be for the benefit of the Lessor. If any lien shall at any time be filed against the Premises, by reason of Lessee's failure to pay for any work, services, materials or labor provided to Lessee, or alleged to have been so provided, Lessee shall immediately cause the same to be discharged of record. In the event Lessee fails to cause any lien to be discharged of record within twenty (20) days after it receives notice thereof, Lessor may discharge the same by paying the amount claimed to be due, with the understanding that Lessor is under no obligation to do so. Should Lessor discharge any Lessee lien, Lessee agrees to immediately reimburse Lessor for such amount (plus Lessor's reasonable costs and attorneys' fees), which amount shall be due and owing as provided hereinabove.

SECTION 13. INSURANCE.

Lessee shall at its sole expense obtain and maintain in full force and effect for the Term of the Lease at least the following types and amounts of insurance:

- (a) Occurrence-based Commercial General Liability (CGL) insurance including non-owned automobile or equivalent form with a limit of not less than \$1,000,000 each occurrence. Such insurance shall include the Lessor as additional insured. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insured. Insurance shall be primary with respect to any insurance or self-insurance programs covering the Lessor.
- (b) Workers compensation and employer's liability insurance with limits of not less than \$1,000,000. The insurer shall agree to waive all rights of subrogation against Lessor for losses arising from the use of the Premises.

- (c) Lessee shall maintain property insurance against all risks of loss for any tenant improvements or betterments. Insurance shall be for full replacement cost with no coinsurance penalty provision.

Lessee shall:

- (a) Prior to the Commencement Date, furnish MNPS with properly executed certificates of insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Lessor. The proof of coverage is to be received and approved by Lessor before the Lease commences.
- (b) Provide certified copies of declarations page, endorsements and policies if requested by Lessor in lieu of or in addition to certificates of insurance.
- (c) Replace certificates, policies, and endorsements for any such insurance expiring prior to the expiration of Lease.
- (d) Maintain such insurance throughout the Term.
- (e) Place such insurance with insurers licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-.

If Lessee shall at any time fail to insure or keep insured as aforesaid, Lessor may do all things necessary to effect or maintain such insurance, and all moneys expended by it for that purpose shall be repayable by Lessee as additional compensation in the month the premium or premiums are paid by Lessor. If any insurance policies required hereunder cannot be obtained for any reason, Lessor may require Lessee to cease any and all operations until coverage is obtained. If such insurance coverage is not obtained within a reasonable period of time, to be determined solely by Lessor, Lessor may terminate this Lease for default.

SECTION 14. INDEMNIFICATION AND HOLD HARMLESS.

- (a) Lessee shall indemnify and save harmless Lessor against and from any and all liabilities, obligations, damages, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses, architects, engineers and other consultants) which may be imposed upon, incurred by or asserted against Lessor, its officers, employees and/or agents, including, without limitation, Lessee's failure to comply with the terms of this Lease, or Lessee's failure to comply with applicable law.
- (b) Should any action or proceeding be brought against Lessor by reason of any claim caused by Section 8(a), Lessee, upon notice from Lessor, at Lessee's sole cost and expense, shall resist or defend the same with counsel of Lessee's choice at Lessee's sole cost and expense. Notwithstanding the above, Lessor may at its own option and expense, participate in the defense of any such action, provided however that Lessee shall not be responsible for any settlement or compromise made by Lessor without Lessee's prior written consent. To the extent of the proceeds received by Lessor under any insurance furnished to Lessor by Lessee, Lessee's obligation to indemnify and save harmless Lessor against the hazard that is the subject of such insurance shall be deemed to be satisfied to the extent of the proceeds received by Lessor.

- (c) Should Lessor, its officers, agents or employees be sued for any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Lessee, its officers, employees and /or agents, including its sub or independent contractors, in connection with the performance of this Lease, Lessee, upon notice from Lessor, at Lessee's sole cost and expense, shall resist or defend the same with counsel of Lessee's choice at Lessee's sole cost and expense. Notwithstanding the above, Lessor may at its own option and expense, participate in the defense of any such action, provided however that Lessee shall not be responsible for any settlement or compromise made by Lessor without Lessee's prior written consent. Notwithstanding the above, Lessor may at its own option and expense, participate in the defense of any such action, provided however that Lessee shall not be responsible for any settlement or compromise made by Lessor without Lessee's prior written consent.
- (d) Notwithstanding anything to the contrary: (i) Lessee's indemnification obligations shall not extend to or include an obligation to indemnify Lessor from and against any damages, losses, or costs arising out of a direct claim by Lessor against Lessee (not involving a third-party claim) and (ii) nothing in this Agreement shall require Lessee to indemnify, defend, or hold Lessor harmless from any loss, damages, claim, action, or liability arising out of Lessor's own negligence, willful misconduct, or violation of law.

SECTION 15. WAIVER OF LIABILITY FOR PERSONAL PROPERTY.

Lessor assumes no responsibility for any damage or loss of Lessee's personal property. Lessee agrees to hold Lessor harmless from any damage or loss of Lessee's personal property located on the Premises.

SECTION 16. PARTNERSHIP/JOINT VENTURE.

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

SECTION 17. TAXES.

MNPS shall not be responsible for any taxes that are imposed on Lessee. Furthermore, Lessee understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MNPS.

SECTION 18. MNPS RIGHT TO INSPECT.

MNPS shall have the right to inspect the facility or project site, upon reasonable notice to Lessee.

SECTION 19. CONFLICT OF INTEREST.

Based on its best knowledge, Lessee declares that, as of the effective date of this Lease, neither the Director of Schools nor any member of the Metropolitan Board of Public Education, nor a director of any

department of MNPS, nor any other Metropolitan Governmental official or employee has a direct financial interest in this Lease and, furthermore, Lessee pledges that it will notify the administrator of Lessor in writing should any of the above-referenced persons obtain a direct financial interest in this Lease. In addition, Lessee declares that as of the effective date of this Lease, neither it nor any of its officers or employees have given or donated, or promised to give or donate, directly, to any official or employee of MNPS or to anyone else for its benefit, any sum of money or other thing of value to aid or assist in obtaining this Lease or any amendment or modification to this Lease.

SECTION 20. CONTINGENT FEES.

Lessee hereby represents that Lessee has not been retained, nor has retained any persons, to solicit or secure a MNPS contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Lease, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MNPS contracts.

SECTION 21. GRATUITIES AND KICKBACKS.

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, higher tier subcontractor, or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Lease, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Nashville Public Schools contracts.

SECTION 22. PERSONNEL POLICY.

It is the policy of MNPS not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring, promotion, demotion, dismissal or laying off, and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

With regard to all aspects of this Lease, Lessee certifies and warrants that it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MNPS's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MNPS or in the employment practices of MNPS's Contractors.

Accordingly, all Proposers entering into contracts with MNPS shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

SECTION 23. DEFAULT AND TERMINATION.

- (a) Notice of Default. Upon actual notice of Lessee's default, Lessor shall deliver written notice of default to Lessee, wherein, if such default remains uncured for thirty (30) days or Lessee has not attempted to cure within said thirty (30) day period after the receipt of such notice, then Lessor may terminate this Lease; provided that if such default cannot reasonably be cured within such thirty (30) days, then Lessee shall have such additional time as is necessary so long as Lessee commences to cure such default within thirty (30) days and diligently pursues the same to completion ("Termination for Default").
- (b) Termination for Default. The following shall constitute an event giving rise to a Termination for Default:
 - (i) Lessee has failed to perform its contracted duties and responsibilities hereunder in a timely and proper manner and is unable to cure such failure within the time provided in Section 23(a), or such additional period of time as specified by Lessor, taking into consideration the gravity and nature of the default;
 - (ii) Lessee fails (in any material respect) to abide by any applicable laws, ordinances, rules and regulations of the United States, State of Tennessee or the Metropolitan Government of Nashville and Davidson County or;
 - (iii) Lessee abandons or discontinues conducting its operations on the Premises (other than a discontinuance that is customary in connection with the operation of the Permitted Use).
- (c) Should this Lease be terminated as provided by Section 23(a) hereinabove, Lessor may lease, upon such terms and in such manner as Lessor shall deem appropriate, the Premises, granting rights in the same similar to those terminated, and Lessee shall be liable to Lessor for any costs associated with the reletting of the Premises occasioned by Lessee's breach of this Lease. In addition, Lessee shall be liable to Lessor for administrative costs or other damages occasioned by its breach of the terms of this Lease incurred by Lessor in reletting the Premises.
- (d) The rights and remedies of Lessor provided in Section 23 are non-exclusive and are in addition to any other rights and remedies provided by law or under this Lease. Lessee is not relieved of its liability to Lessor for damages sustained by virtue of a default of this Lease, and Lessor reserves the right to cure any default without terminating this Lease and seek reimbursement for such expenses from Lessee, with the understanding that Lessor is under no obligation to correct any such default. Lessor's exercise of its right to cure shall not act as a waiver of its right to terminate this Lease for default as provided hereunder.
- (e) Termination for Lessee Bankruptcy. It shall be grounds for termination of this Lease upon the following:
 - (i) Should Lessee file a voluntary petition in bankruptcy or be adjudicated bankrupt or

insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the Premises, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

- (ii) (a) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or (b) any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the Premises shall be appointed without the consent or acquiescence of Lessee; and such order, judgment, decree or appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether consecutive or nonconsecutive).

- (f) Termination due to Condemnation: If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If, as a result of a substantial part of the Premises being taken by condemnation, Lessee's access to the Premises being denied or a portion of the parking areas being taken by condemnation (either a permanent taking or temporary taking in excess of one year), Lessee is thereby unable to operate its school in substantially the same manner as previously operated, Lessee may, at Lessee's option, to be exercised in writing only within sixty (60) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within sixty (60) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining and the Lease shall be equitably adjusted, and in the event of any temporary taking of one year or less, Lease shall abate proportionately for the period of such taking to the extent any portion of the Premises is untenable as a result of such temporary taking. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Lessor. Lessee shall be entitled to pursue a separate award for loss of or damage to Lessee's trade fixtures and removable personal property and for relocation expenses from such condemning authority. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall, only to the extent of severance damages received by Lessor in connection with such condemnation, repair any damage to the Premises caused by such condemnation. In the event that this Lease is not terminated by reason of such condemnation, Lessee shall pay any amount in excess of such severance damages required to complete such repair.
- (g) Termination for Contract Revocation or Termination. Notwithstanding anything set forth herein to the contrary, this Lease shall terminate automatically if Lessee's right to operate a charter school is terminated or revoked as of the effective date of such termination or revocation.

SECTION 24. FIRE AND OTHER DAMAGE.

Should structural or permanent portions of the Premises be partially damaged by fire or other casualty, Lessee shall give immediate notice thereof to Lessor and the same shall be repaired at the expense of Lessor without unreasonable delay unless, at Lessor's sole discretion, Lessor determines that repair or rebuilding is not feasible. From the date of such casualty until such area is so repaired, monthly Lease payments hereunder shall be equitably adjusted to reflect the reduction in space; provided, however, that if an area shall be so slightly injured in any such casualty as not to be rendered unfit for occupancy, the Lease hereunder shall not cease or be abated during any repair period. Should the damages to the area be so extensive as to render it untenantable, the Lease for such area shall cease, on a pro-rata basis, until such time that it shall again be tenantable, but in the event of the area being damaged by fire or other casualty to such an extent as to render it necessary in the exclusive judgment of Lessor not to rebuild the same, then, at the option of Lessor or Lessee, and upon ten (10) days' written notice to the other of the damage, this Lease, as it applies to said area, shall be canceled and of no further force or effect. Lessor's obligations to rebuild or repair under this section shall in any event be limited to restoring said area to substantially the condition that existed prior to the commencement of improvements by Lessor.

SECTION 25. NOTICES, PAYMENT OF LEASE AND AGENT FOR SERVICE OF PROCESS.

Notices required herein may be given by registered or certified or express mail by depositing the same in the United States Mail or by private courier in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. All Lease rent shall also be paid to the same address. Until any such change is made, notices to Lessor shall be delivered as follows:

LESSOR: METROPOLITAN NASHVILLE PUBLIC SCHOOLS
ATTENTION: CASEY MEGOW and KEVIN EDWARDS
2601 BRANSFORD
AVENUE NASHVILLE, TN
37204 (615) 259-8417

Lease shall be paid to the same address but shall be directed to ACCOUNTS RECEIVABLE, Attention: Barry Booker, Director of Budgets and Financial Reporting Department.

Notices to Lessee shall be delivered as follows:

LESSEE: Kipp Nashville,
ATTENTION: Randy Dowell
ADDRESS: 3410 Knight Drive
Nashville, TN 37207

SECTION 26. SURRENDER.

- (a) Upon the expiration or earlier termination of this Lease, Lessee shall peaceably deliver up and surrender the Premises to Lessor in the same condition as on the Commencement Date, normal

wear and tear excepted.

- (b) Upon the expiration or earlier termination of this Lease, all permanent alterations, installations, changes, replacements, additions or improvements that (i) have been made by Lessee to the Premises and (ii) cannot be removed without material damage to the remainder of the Premises, shall be deemed a part of the Premises and the same shall not be removed.
- (c) All personal property of Lessor ("Lessor Property") shall remain upon the Premises for the duration of the Term. Upon the expiration or earlier termination of this Lease, all Lessor Property shall remain upon the Premises and shall be deemed to be part of the Premises and the property of Lessor thereafter. Lessee shall surrender all Lessor Property in as good a condition as on the date of receipt, normal wear and tear excepted.

SECTION 27. DEBARMENT AND SUSPENSION.

- (a) Lessee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - Have not within a three (3) year period preceding this Lease been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - Has not within a three (3) year period preceding this Lease had one or more public transactions (federal, state, or local) terminated for cause or default.
- (b) Lessee shall provide immediate written notice to MNPS if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

SECTION 28. SCHOOL DISTRICT STATUTORY IMMUNITY.

Any other term, covenant, or condition of this Lease to the contrary notwithstanding, the School District, its officers, employees and agents, and the members of the Board of Education, retain their statutory governmental, official, and any other immunity provided pursuant to the laws of the State of

Tennessee, including under T.C.A. 29-20-101 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or its officers, employees, agents, or for members of the Board of Education, any other defenses or immunities available to it or any of them.

SECTION 29. FORCE MAJEURE.

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, pandemic, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

SECTION 30. NOTICE OF CLAIMS.

Each party agrees to give the other party immediate notice in writing of any action or suit filed related in any way to this Lease, and of any claim made against it by any entity which may result in litigation related in any way to this Lease.

SECTION 31. AUTHORITY TO ENTER INTO LEASE AGREEMENT.

The individuals executing this Lease personally warrant that they have full authority to execute this Lease on behalf of the entity for whom they are acting herein.

SECTION 32. ACKNOWLEDGEMENT.

The parties hereto, or their authorized representatives, acknowledge that they have read this Lease, including any annexes or attachments thereto, and have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein.

SECTION 32. APPLICABLE LAW AND VENUE.

The validity, construction and effect of this Lease and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Lessor may provide. Any action between the parties arising from this Lease shall be maintained in the courts of Davidson County, Tennessee.

SECTION 33. NO AGENCY.

Anything herein to the contrary notwithstanding, Lessee is not the agent of Lessor. The parties hereto are neither partners nor joint ventures and neither shall the parties hold themselves out to be partners or joint ventures. The parties shall hold the status of Lessor and Lessee only.

SECTION 34. NO ASSIGNMENT OR SUBLETTING WITHOUT CONSENT.

The provisions of this Lease shall inure to the benefit of and shall be binding on the respective successors and assigns of the parties hereto. Neither this Lease nor any of the rights and obligations of Lessee

hereunder shall be assigned or transferred in whole or in part to any person, firm or corporation without the prior written consent of Lessor. Any such assignment or transfer shall not release Lessee from its obligations hereunder. Any approved assignee shall assume each and every obligation of Lessee hereunder, and Lessor may contract with or accept moneys from any such assignee without waiving any of its rights.

SECTION 35. ATTORNEY FEES. Omitted.

SECTION 36. AMENDMENT.

This Lease is subject to modification, alteration, amendment or change only upon the mutual agreement of the parties. Any such amendment will become effective only after approval by Lessor and Lessee, reduced to writing and signed by the parties hereto. Any duly approved amendment, executed as prescribed herein, shall be of full force and effect, as through originally agreed to and incorporated here upon its filing with the Metropolitan Clerk.

SECTION 37. COMPLIANCE WITH LAWS.

Lessor and Lessee agree to comply with any applicable federal, state and local laws in the performance of this Lease, including, but not limited to all fire, building and life safety.

SECTION 38. AMERICANS WITH DISABILITIES ACT.

Lessee assures MNPS that all services provided shall be completed in full compliance with the Americans with Disabilities Act (ADA) 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by MNPS. Lessee will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

SECTION 39. IRAN DIVESTMENT ACT.

In accordance with the Iran Divestment Act, Tennessee Code Annotated §12-12-101 et seq., Lessee certifies that to the best of its knowledge and belief, neither Lessee nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated §12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under MNPS contracts.

SECTION 40. BOYCOTT OF ISRAEL ACT.

In accordance with the Boycott of Israel Act (Tennessee Code Annotated Title 12, Chapter 4, Part 1), Lessee certifies that it is not currently engaged in and, for the duration of the Contract, will not engage in a boycott of Israel. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under MNPS contracts.

SECTION 41. WAIVER.

Any failure of Lessor to act in response to any breach of any of the provisions of this Lease shall not be considered as a waiver of its right to act on any subsequent violation or violations by Lessee, the right to terminate this Lease because of a material breach being a continuing one.

SECTION 42. SEVERABILITY.

Should any provision of this Lease be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease.

SECTION 43. ENTIRE AGREEMENT.

This Lease and the Annexes hereto constitute the totality of the agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein.

SECTION 44. EFFECTIVE DATE.

This Lease shall not be binding upon the parties until it has been signed first by the Lessee, and then by all appropriate Lessor official signatures have been fully obtained, the approval of this agreement by the Metropolitan Nashville Board of Public Education has been obtained, and upon its filing with the Metropolitan Clerk.

SECTION 45. TN OPEN RECORDS ACT.

MNPS is a public agency of the State of Tennessee and is subject to the Tennessee Open Records Act, Tenn. Code Ann. §10-7-501, et seq. and as such is subject to public inspection for applicable records.

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THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY BY AND THROUGH THE
METROPOLITAN BOARD OF PUBLIC EDUCATION:

APPROVED:

Freda Player
MBPE Board Chair

RECOMMENDED:

Kevin Edwards *SG*
Director of Procurement

Casey Megow
Department Head

Maura Black Sullivan
Executive Staff Member

APPROVED AS TO AVAILABILITY OF FUNDS:

Account #: Revenue *kk*

Jorge Pobles
Chief Financial Officer

Jenneen Reed/mjw *JB*
Metropolitan Director of Finance

APPROVED AS TO INSURANCE:

Balogun Cobb
Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Justin Marsik
Metropolitan Attorney

LESSEE:

KIPP Nashville Public Schools
Firm/Organization

Kesha Boyd
Signature

Kesha Boyd
Name

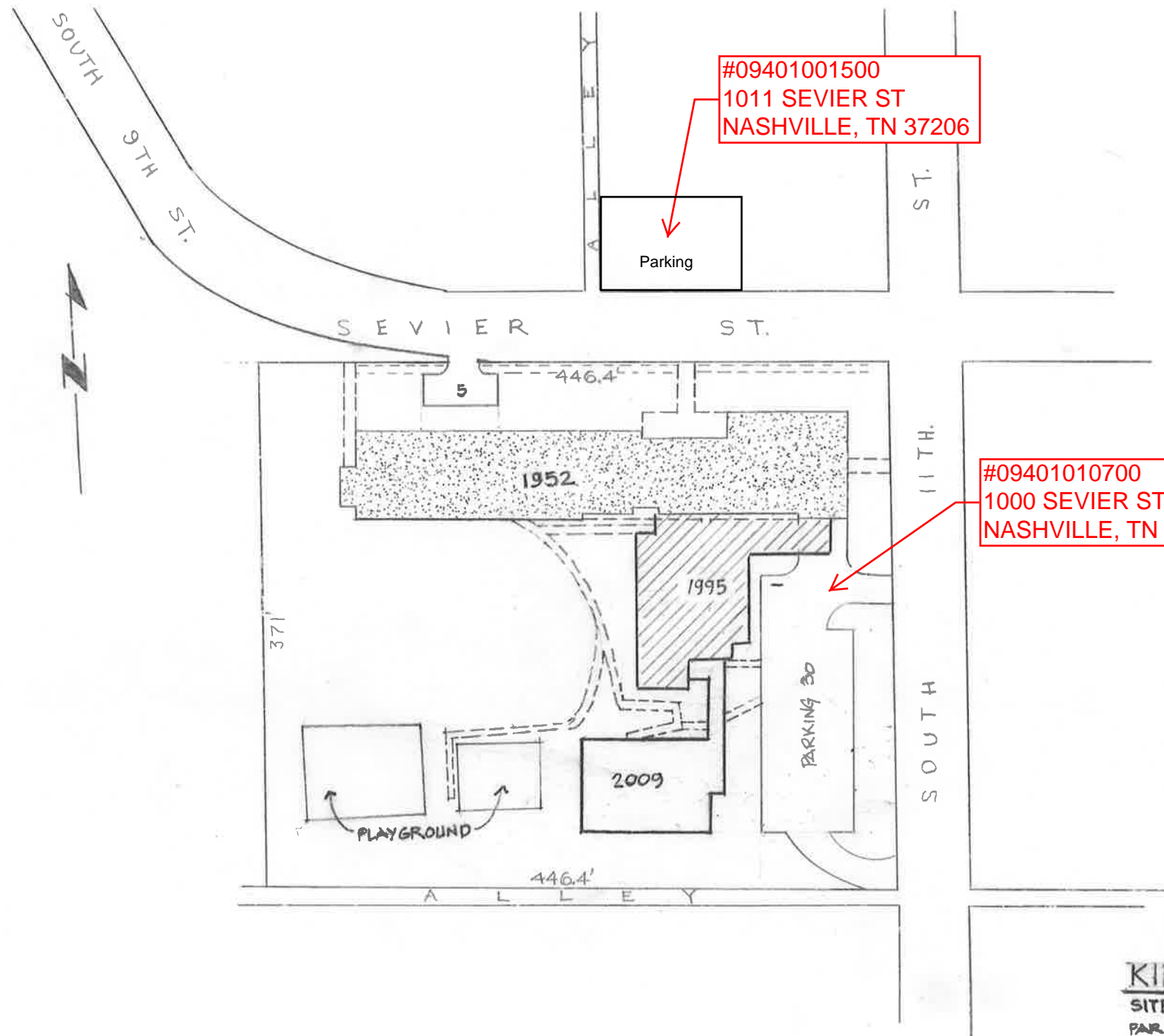
Regional Director of Ops
Title

7/28/2025 | 2:10 PM CDT
Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date Filed



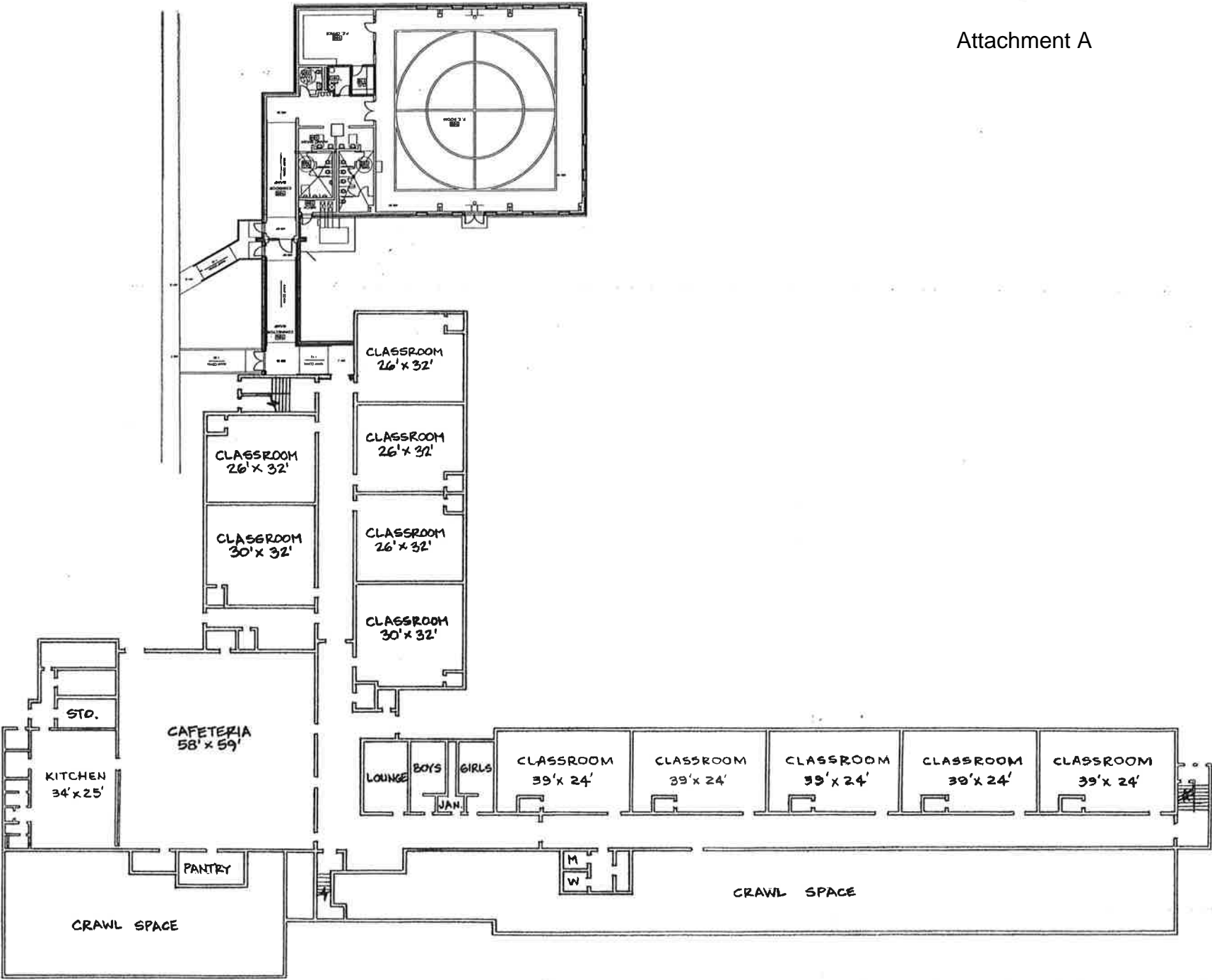
#09401001500
1011 SEVIER ST
NASHVILLE, TN 37206

#09401010700
1000 SEVIER ST
NASHVILLE, TN 37206

KIRKPATRICK ELEMENTARY SCHOOL
SITE PLAN
PARKING - 36
1" = 100'-0"

Jeth 11-19-76 CLW 1-15-98

Attachment A



C. T. KIRKPATRICK ELEMENTARY SCHOOL
FIRST FLOOR
SCALE: 1" = 40'

**Market Rent Study
KIPP Kirkpatrick Elementary School
1000 Sevier Street
Nashville, Tennessee 37206**



As of:
March 28, 2025

Prepared For:

KIPP Nashville Public Schools
P.O. Box 196300
Nashville, Tennessee 37219

Prepared By:

McGuigan & Associates, LLC
3207 West End Avenue, Suite 201
Nashville, Tennessee 37203

McGuigan & Associates

Real Estate Appraisers

March 31, 2025

KIPP Nashville Public Schools
c/o Mr. Andy Howell
P.O. Box 196300
Nashville, Tennessee 37219

RE: Market rent study of KIPP Kirkpatrick Elementary School located at 1000 Sevier Street,
Nashville, Tennessee 37206

Dear Mr. Howell:

In fulfillment of our agreement as outlined in the Letter of Engagement, McGuigan & Associates, LLC is pleased to transmit an appraisal report including an opinion of the Market Rent of the above referenced real property as of March 28, 2025 on an "As Is" basis. The opinion of rent reported below is qualified by certain assumptions, limiting conditions, certifications, and definitions, which are set forth in the report.

The report will be used by KIPP Nashville Public Schools to determine suitable market rent for the subject property. It may not be distributed to or relied upon by other persons or entities without written permission of McGuigan & Associates, LLC. However, KIPP Nashville Public Schools may provide only complete, final copies of the consulting report in its entirety (but not component parts) to third parties for review. The appraisers are not required to explain or testify as to consulting results other than to respond to the client for routine and customary questions.

The following appraisal sets forth the most pertinent data gathered, the techniques employed and the reasoning leading to the opinion of rent. The analysis, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the *Uniform Standards of Professional Appraisal Practice* (USPAP).

3207 WEST END AVENUE, SUITE 201
(615) 327-0662

NASHVILLE, TENNESSEE 37203
Fax (615) 320-7985

www.mcguiganappraisal.com

Based on the analysis contained in the following report, the Market Rent of the subject property is concluded as follows:

MARKET RENT CONCLUSION

Appraisal Premise	Effective Date	Market Rent Conclusion
As Is	March 28, 2025	\$5.50 per square foot or \$335,214 annually, triple net

The analysis contained in this appraisal is based upon assumptions and estimates that are subject to uncertainty and variation. These estimates are often based on data obtained in interviews with third parties, and such data are not always completely reliable. In addition, we make assumptions as to future behavior of consumers, and the general economy, which are highly uncertain. It is, however, inevitable that some assumptions will not materialize and that unanticipated events may occur which will cause actual achieved operating results to differ from the financial analyses contained in this report, and these differences may be material. Therefore, while our analysis was conscientiously prepared on the basis of our experience, and the data available, we make no warranty of any kind that the conclusions presented will, in fact, be achieved.

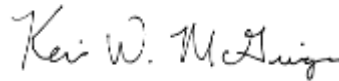
We take no responsibility for any events, conditions, or circumstances affecting the market that exists subsequent to the effective date of this appraisal. This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits, and addenda.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis or if McGuigan & Associates, LLC can be of further service, please contact us.

Respectfully submitted,



John C. Talbert, MAI
Tennessee License #CG-4881



Kevin McGuigan, MAI
Tennessee License #CG-3717

Table of Contents

Purpose of the Appraisal	5
Intended Use.....	5
Intended User(s)	5
Property Interests.....	5
Market Rent Definition	5
Hypothetical Conditions/Extraordinary Assumptions	6
Scope of Work	7
Marketing Period.....	8
Exposure Time	8
Market Analysis	9
Subject Property Identification	10
Subject Site.....	10
Subject Improvement	12
Market Rent Analysis	14
Conclusion.....	24
Certification Statement	25
Limiting Conditions and Assumptions.....	26
Addenda	28
Regional Map	28
Neighborhood Map	29
Subject Pictures	30
Subject Street Scene	50
Parcel Map.....	52
Aerial Map.....	53
Aerial View	54
Zoning Map	55
Flood Maps.....	56
Traffic Count Map.....	57
Floor Plan	58
Appraisal Qualification of John C. Talbert	60
Appraisal Qualifications of Kevin McGuigan	61
Partial List of Clients.....	62

Purpose of the Appraisal

The purpose of this appraisal is to determine the Market Rent of the subject property.

Intended Use

The intended use of this appraisal is for determining market rent.

Intended User(s)

This report is prepared for the sole use and benefit of the client and only intended user, KIPP Nashville Public Schools. Neither this report nor any of the information contained herein shall be used or relied upon for any purpose by any person or entity other than the client. The appraiser is not responsible for the unauthorized use of this report.

Property Interests

This appraisal analyzes the rental interests in the property on an annual basis.

Market Rent Definition

“Market Rent,” as used in this report, per the *Appraisal Institute. The Dictionary of Real Estate Appraisal, 6th Edition*, is defined as:

... the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair lease, the lessor and lessee each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a lease as of a specified under conditions whereby:

- Lessor and lessee are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property leased unaffected by special or creative financing or sales concessions granted by anyone associated with the lease.

The appraisal considers the valuation of the subject property with an effective date of March 28, 2025. In determining the valuation of the property, we will consider the market value under conditions prevalent at that time. Establishing the effective date of the appraisal is standard appraisal practice, and it is important to consider because rent is subject to change over time. Aside from possible physical changes to the property, the rent of real estate is also subject to changing economic conditions, under which rent may remain static, increase, or decrease. Additionally, changing policies of governing authorities may impede or encourage development over time.

These limitations are implicit in the definition of “market rent.” For further discussion on this subject, refer to the section of this report entitled “Valuation Procedures and Methodology.” Note that the valuation makes no reduction for commission on sale, unpaid taxes, or liens against the property.

Hypothetical Conditions/Extraordinary Assumptions

This report does not employ any other hypothetical conditions or make any extraordinary assumptions.

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to determine the appropriate scope of work. USPAP defines the scope of work as:

The amount and type of information researched and the analysis applied in an assignment. Scope of work includes, but is not limited to, the following:

- the degree to which the property is inspected or identified;
- the extent of research into physical or economic factors that could affect the property;
- the extent of data research; and
- the type and extent of analysis applied to arrive at opinions or conclusions.

The following information defines the Scope of Work taken by the appraiser(s):

Report Type:	Appraisal Report
USPAP Reporting Type Description:	We have written this real property appraisal as an Appraisal Report. The content of this Appraisal Report is consistent with the intended use of the appraisal and the guidelines set by Standard Rule 2-2(a).
Inspection:	We have inspected the interior and exterior of the subject property. The inspection date was made as of March 28, 2025.
Market Analysis and Market Conditions:	The subject is located in a stable to increasing market. There are high traffic volumes on the major roads. Demand for all types of property is stable to growing.
Highest and Best Use:	We considered the Highest and Best Use of the property to be institutional/school uses. Therefore, we have looked for comparable rents with similar institutional/school uses.
Rental Comparison Analysis:	A rental comparison approach was applied.
Data Collection & Verification:	We have searched CoStar, MLS, and internal data for the most pertinent data. We have verified the found data with secondary sources.

Marketing Period

Given the existing market information from an historic perspective, as well as the anticipated supply line of directly competing product, the appraisers believe that the subject property, at the concluded rental rate of this appraisal, would require a marketing time of 12 months.

Exposure Time

The appraisers have examined the average length of time for similar properties were exposed to the market, and have determined that the average time period in which these properties were exposed to the market was 12 months due to the unique nature of the property.

Market Analysis

We have used the CoStar analytics tool to aid in analyzing the demographics within the subject's immediate market. We have looked at the demographic within a 1-mile, 3-mile, and 5-mile radius of the subject. Each of these segments has experienced population growth over the past four years. Additionally, population is anticipated to continue to grow in the five-year period going forward. Examining the population figures for school-age children, the subject's market has experienced growth in each age group and within each segment (1-mile, 3-mile, and 5-mile). CoStar analytics projects increases in each age group during the next five years.

Radius	1 Mile		3 Mile		5 Mile	
Population						
2029 Projection	14,452		116,937		253,559	
2024 Estimate	14,216		113,325		250,139	
2020 Census	12,613		91,706		226,161	
Growth 2024 - 2029	1.66%		3.19%		1.37%	
Growth 2020 - 2024	12.71%		23.57%		10.60%	
Households						
2029 Projection	6,287		57,587		114,624	
2024 Estimate	6,227		55,629		112,841	
2020 Census	5,738		43,855		100,268	
Growth 2024 - 2029	0.96%		3.52%		1.58%	
Growth 2020 - 2024	8.52%		26.85%		12.54%	
Owner Occupied	2,097	33.68%	18,458	33.18%	42,668	37.81%
Renter Occupied	4,130	66.32%	37,171	66.82%	70,173	62.19%
2024 Households by HH Income		6,227	55,629		112,839	
Income: <\$25,000	1,637	26.29%	11,496	20.67%	22,647	20.07%
Income: \$25,000 - \$50,000	1,110	17.83%	10,387	18.67%	23,441	20.77%
Income: \$50,000 - \$75,000	1,123	18.03%	10,457	18.80%	21,132	18.73%
Income: \$75,000 - \$100,000	421	6.76%	5,609	10.08%	11,545	10.23%
Income: \$100,000 - \$125,000	509	8.17%	4,177	7.51%	8,528	7.56%
Income: \$125,000 - \$150,000	288	4.63%	3,400	6.11%	6,192	5.49%
Income: \$150,000 - \$200,000	460	7.39%	4,087	7.35%	7,927	7.03%
Income: \$200,000+	679	10.90%	6,016	10.81%	11,427	10.13%
2024 Avg Household Income		\$89,045	\$93,060		\$90,399	
2024 Med Household Income		\$57,667	\$64,161		\$61,781	
2024 Population by Age		14,216	113,325		250,139	
Age 0 - 4	1,255	8.83%	8,542	7.54%	18,582	7.43%
Age 5 - 9	1,119	7.87%	5,707	5.04%	13,012	5.20%
Age 10 - 14	953	6.70%	4,462	3.94%	10,550	4.22%
Age 15 - 19	744	5.23%	4,793	4.23%	12,357	4.94%
Demographic Trend Report					1 Mile Radius	
Description		2020	2024		2029	
Population		12,613	14,216		14,452	
Age 0 - 4	1,023	8.11%	1,255	8.83%	1,144	7.92%
Age 5 - 9	871	6.91%	1,119	7.87%	1,155	7.99%
Age 10 - 14	747	5.92%	953	6.70%	1,065	7.37%
Age 15 - 19	513	4.07%	744	5.23%	908	6.28%

With populations increasing over the past four years and continued population growth anticipated over the next five years, there is additional need for housing within the subject's market segment. Further, with the population of school-age children increasing, there is a need for additional educational facilities. The subject's market is considered to be strong with growth occurring across all demographic metrics.

Subject Property Identification

Subject Site

Subject Site Description

Address:	1000 Sevier Street Nashville, Davidson County, Tennessee 37206
Location Description:	The property is located on the southwest corner of Sevier Street and S. 11th Street.
Legal Description:	A metes and bounds legal description was not made available.
Gross Land Area:	158,122 square feet or 3.63 acres, per tax records
Usable Land Area:	158,122 square feet or 3.63 acres
Topography:	Level
Shape:	Generally rectangular
Frontage:	The subject parcel has approximately 463 feet of frontage along Sevier Street and approximately 374 feet of frontage along S. 11 th Street.
Depth:	Approximately 435 feet at maximum measuring from north to south and approximately 434 at maximum measuring from east to west
Visibility:	Average
Access:	Average
Traffic Count:	Per the most recent TDOT traffic survey, the average traffic count along S. 11 th Street is 2,942 vehicles per day to the north of the subject property. An average daily traffic count was not reported along Sevier Street.
Flood Plain Status:	The subject site is situated outside the 100-year flood plain.
Community Panel #:	47037C0242H dated April 5, 2017
Flood Plain Description:	Zone X

Encumbrance/Easement: No

Encumbrance/Easement Description: Although a title report was not provided for review, we are not aware of any easements, encumbrances, or restrictions that would adversely affect the use of the site. A title search is recommended to determine whether any adverse conditions exist. We assume that there are no easements, encumbrances, or restrictions that would restrict the property from being developed to its highest and best use.

Environmental Issue: No

Environmental Description: An environmental assessment report was not provided for review and environmental issues are beyond our scope of expertise. Our inspection of the site did not reveal any obvious signs that there are contaminants on or near the property. Therefore, we assume the subject is not adversely affected by environmental hazards.

At Site Utilities		
Water:	At Site	Adequate
Sewer:	At Site	Adequate
Electricity:	At Site	Adequate
Gas:	At Site	Adequate

Subject Improvement

Subject Improvement Description

Gross Building Area:	60,948 square feet, per lease agreement provided
Rentable Area (SF):	60,948 square feet
Efficiency Ratio:	100%
Number of Tenants:	1 tenant
Year Built:	The original portion of the subject property was constructed in 1952. However, there were additions made in 1995 and 2009.
Property Renovated?:	None noted recently. However, from our inspection of the subject's improvements, the property has been maintained over the years and considered to be in average overall condition.
No. of Stories:	2 stories with unfinished basement area

Subject Improvement Details

Construction:	Concrete block
Exterior Walls:	Brick veneer, hardi panel
Foundation:	Concrete
Floor Type:	Slab
Floor Cover:	Carpet, vinyl tile
Roof Type:	Rubber membrane and metal standing seam; Several active leaks were noted at the time of inspection.
Gutters:	Metal
Door Type:	Metal and glass entrance exit doors, hollow metal with glass panel interior doors
Window Type:	Metal casement, some windows are boarded up with metal panels
Interior Walls:	Concrete block

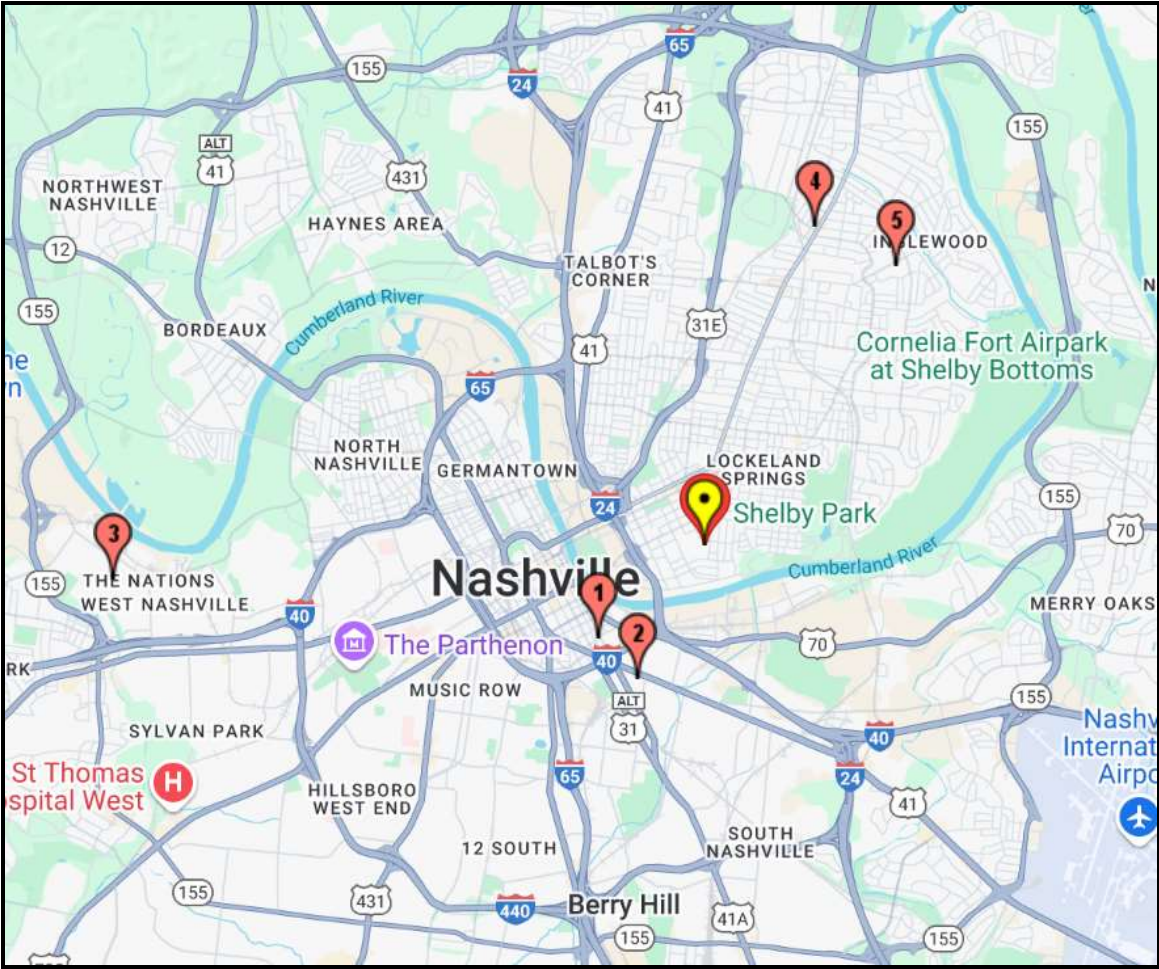
Ceiling Heights:	9' drop ceiling in the majority of the rooms, 15' in auditorium, 23.2' in gymnasium
Heating/Cooling Type:	Split system, wall units
Heating/Cooling Fuel:	Gas / Electric
Security System:	Yes; The subject has magnetic locks with key fob access.
Sprinkler System:	Yes
Construction Quality:	Average
Property Condition:	Average with some deferred maintenance with roof
Parking:	The subject has an asphalt surface parking lot with 40 marked parking spaces. This equates to a parking ratio of 0.66 parking spaces per 1,000 square feet of improvement. This is considered to be an adequate amount of parking for the subject property.
Property Remarks:	<p>The subject property is improved with a 60,948-square foot institutional building that is currently being utilized for the operation of KIPP Elementary School, a non-profit charter school. Kipp Elementary School is comprised of grades K-4th and has a current enrollment is 433 students. The interior of the first level includes 11 classrooms (each classroom has an individual bathroom), two common area student bathrooms, two additional bathrooms in the gymnasium area, a gymnasium, and a cafeteria with full-size commercial grade kitchen with a dry storage room, stainless steel hood fan, dishwashers, appliances, countertops, and sinks. The 2nd level is laid out with administrative offices, an auditorium with stage and seating for 150 students, a teacher work room, a library, and 15 classrooms. The subject is equipped with one elevator. Floor plans of the subject improvement can be found in the Addenda of this report.</p> <p>The subject includes a large outdoor playground.</p> <p>The subject property has a small unfinished basement area that houses the old boiler room and is utilized for storage.</p>

Market Rent Analysis

Current Subject Lease

The subject property is currently leased by KIPP Nashville, nonprofit LLC. This lease commenced on July 1, 2015 with an expiration date of June 30, 2025. However, we have not been provided with a copy of this lease as we are performing a market rental analysis.

Comparable Rental Location Map



Comparable Lease Summary Table

Comp #	Address City/State	Type	Size	Eff. Rent/SF
1	631 2nd Avenue S. Nashville, TN	Full Service	25,863	\$14.50
2	1110 1st Avenue S. Nashville, TN	Triple Net	125,669	\$4.00
3	1300 56th Avenue N. Nashville, TN	Triple Net	42,211	\$5.00
4	3515 Gallatin Pike Nashville, TN	Triple Net	35,158	\$6.00
5	1460 McGavock Pike Nashville, TN	Triple Net	91,970	\$5.20

Lease Comparable 1



Location			Building		
ID	11015		Name	School Rent 11015	
Address	631 2nd Avenue S.		Year Built	1917	
City	Nashville		Condition	Average	
State	TN		Quality	Average	
Tax ID	093-11-0-158.00		GBA	25,863	
Property Major Type	Special Purpose		Land SF	10,019	
Property Type	School/University		Acres	0.23	
Flood Zone	X		Verification	Leasing Broker, Tax Records	
Leases					
Tenant	Size	Eff. Rent/SF	Type	Date	Term
Blyth-Templeton Academy	25,863	\$14.50	Full Service	2/1/2019	10 Years

Lease Comparable 2




Location			Building		
ID	19100		Name	School Rent 19100	
Address	1110 1st Avenue S.		Year Built	1939 Ren. 2003	
City	Nashville		Condition	Average	
State	TN		Quality	Average	
Tax ID	093-15-0-366.00		GBA	125,669	
Property Major Type	Special Purpose		Land SF	339,768	
Property Type	School/University		Acres	7.80	
Flood Zone	X		Verification	Tax Records, Prior Rent Study	
Leases					
Tenant	Size	Eff. Rent/SF	Type	Date	Term
Cameron College Prep	125,669	\$4.00	Triple Net	7/1/2021	N/A

Lease Comparable 3



Location			Building		
ID	19101		Name	School Rent 19101	
Address	1300 56th Avenue N.		Year Built	1936	
City	Nashville		Condition	Average	
State	TN		Quality	Average	
Tax ID	091-06-0-216.00		GBA	42,211	
Property Major Type	Special Purpose		Land SF	104,980	
Property Type	School/University		Acres	2.41	
Flood Zone	X		Verification	Tax Records, Prior Rent Study	
Leases					
Tenant	Size	Eff. Rent/SF	Type	Date	Term
Nashville Preparatory School	42,211	\$5.00	Triple Net	7/1/2021	N/A

Lease Comparable 4					
					
Location			Building		
ID	19102		Name	School Rent 19102	
Address	3515 Gallatin Pike		Year Built	1910 Ren. 2004	
City	Nashville		Condition	Average	
State	TN		Quality	Average	
Tax ID	072-02-0-104.00		GBA	35,158	
Property Major Type	Special Purpose		Land SF	148,540	
Property Type	School/University		Acres	3.41	
Flood Zone	X		Verification	Tax Records, Prior Rent Study	
Leases					
Tenant	Size	Eff. Rent/SF	Type	Date	Term
Liberty Collegiate Academy	35,158	\$6.00	Triple Net	7/1/2021	N/A

Lease Comparable 5



Location			Building		
ID	19103		Name	School Rent 19103	
Address	1460 McGavock Pike		Year Built	1949 & 2002	
City	Nashville		Condition	Good	
State	TN		Quality	Good	
Tax ID	072-08-0-059.00		GBA	98,867	
Property Major Type	Special Purpose		Land SF	588,060	
Property Type	School/University		Acres	13.50	
Flood Zone	X and AE (10%)		Verification	Tax Records, Prior Rent Study	
Leases					
Tenant	Size	Eff. Rent/SF	Type	Date	Term
East End Preparatory School	91,970	\$5.20	Triple Net	7/1/2021	N/A

Lease Analysis Grid		Comp 1		Comp 2		Comp 3		Comp 4		Comp 5	
Address	1000 Sevier Street	631 2nd Avenue S.		1110 1st Avenue S.		1300 56th Avenue N.		3515 Gallatin Pike		1460 McGavock Pike	
City	Nashville	Nashville		Nashville		Nashville		Nashville		Nashville	
State	TN	TN		TN		TN		TN		TN	
Tenant		Blyth-Templeton Academy		Cameron College Prep		Nashville Preparatory School		Liberty Collegiate Academy		East End Preparatory School	
Date	3/26/2025	2/1/2019		7/1/2021		7/1/2021		7/1/2021		7/1/2021	
Eff. Rent/SF		\$14.50		\$4.00		\$5.00		\$6.00		\$5.20	
Lease Type		Full Service		Triple Net		Triple Net		Triple Net		Triple Net	
Size		25,863		125,669		42,211		35,158		91,970	
Transaction Adjustments											
Conditions of Lease		Normal	0%	Normal	0%	Normal	0%	Normal	0%	Normal	0%
Other		Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%
Adjusted Rent		\$14.50		\$4.00		\$5.00		\$6.00		\$5.20	
Market Trends/Year	0.0%	0.0%		0.0%		0.0%		0.0%		0.0%	
Adjusted Rent		\$14.50		\$4.00		\$5.00		\$6.00		\$5.20	
Expense Adjustment to NNN		-\$7.00		\$0.00		\$0.00		\$0.00		\$0.00	
Adjusted Rent		\$7.50		\$4.00		\$5.00		\$6.00		\$5.20	
Location		Superior		Similar		Similar		Similar		Similar	
% Adjustment		-20%		0%		0%		0%		0%	
\$ Adjustment		-\$1.50		\$0.00		\$0.00		\$0.00		\$0.00	
GBA	60,948	25,863		125,669		42,211		35,158		91,970	
% Adjustment		-20%		15%		-10%		-15%		10%	
\$ Adjustment		-\$1.50		\$0.60		-\$0.50		-\$0.90		\$0.52	
Condition	Average	Average		Average		Average		Average		Good	
% Adjustment		0%		0%		0%		0%		-10%	
\$ Adjustment		\$0.00		\$0.00		\$0.00		\$0.00		-\$0.52	
Year Built	1952, 1995, 2009	1917		1939 Ren. 2003		1936		1910 Ren. 2004		1949 & 2002	
% Adjustment		10%		5%		10%		5%		0%	
\$ Adjustment		\$0.75		\$0.20		\$0.50		\$0.30		\$0.00	
Land To Building Ratio	2.59	0.39		2.70		2.49		4.22		5.95	
% Adjustment		5%		0%		0%		-5%		-5%	
\$ Adjustment		\$0.38		\$0.00		\$0.00		-\$0.30		-\$0.26	
Adjusted Rent		\$5.63		\$4.80		\$5.00		\$5.10		\$4.94	
Net Adjustments		-25.0%		20.0%		0.0%		-15.0%		-5.0%	
Gross Adjustments		55.0%		20.0%		20.0%		25.0%		25.0%	

The above rental rates are signed lease rates for similar school properties within Middle Tennessee. We have based our conclusion of market rent on a triple net lease structure with the tenant being responsible for paying the majority of expenses. The landlord is responsible for a reserve fund for the replacement of short-lived items and grounds maintenance. The tenant is responsible for interior building maintenance, insurance, janitorial, and utilities. This is lease structure for Rents #2, #3, #4, and #5. Rent #1 was adjusted downward to triple net lease terms.

Rent #1 was considered superior in location and was adjusted downward. The remaining rents were considered overall similar in location and were not adjusted.

Rents #1, #3, and #4 were adjusted downward for their respective smaller improvement size. Rents #2 and #5 were adjusted upward for their respective larger improvement size.

Rent #5 was considered superior in condition and was adjusted downward. The remaining rents were considered overall similar in condition and were not adjusted.

Rents #1, #2, #3, and #4 were considered inferior/older in age and were adjusted upward. Rent #5 was considered overall similar in age/effective age and was not adjusted.

Rent #1 was adjusted upward for its inferior/smaller land to building ratio. Rents #2 and #3 were considered similar in land to building ratio and were not adjusted. Rents #4 and #5 were adjusted downward for their superior/larger land to building ratio.

Conclusion

The comparable rentals have an adjusted range of \$4.80 to \$5.63 per square foot per year with an average of \$5.09 and a median of \$5.00 per square foot, triple net. We believe all leases are good overall indicators of current rental rates for properties comparable to the subject property and have weighted them equally in our rent conclusion. It is typical for these leases to include scheduled rental increases. This was the case for the prior leases for each of the comparable rents. These comparable rents were established in 2019 and 2021. Therefore, with consideration given to typical rental rate escalations, we have concluded a market rent towards the upper end of the adjusted range at \$5.50 per square foot, triple net for the subject property.

Triple net expenses shall be defined as the tenant paying for all insurance, utilities, interior maintenance, janitorial, and exterior maintenance (less capital expenses for roof, exterior walls, and parking lot). The landlord would be responsible for a reserve fund for replacement of short-lived items and nominal property management (i.e., grounds maintenance). We would expect the length of the initial term of a lease to be a minimum of 5 years with annual rent escalations, and we find these appropriate for the subject property. This is further evidenced by the annual rent escalations for the each of the comparable rents and the reported previous lease agreement term and annual rent escalations.

The following is the calculation of market rent for the subject property.

60,948 square feet @ \$5.50 per square foot per year, NNN = \$335,214 annually

MARKET RENT CONCLUSION

Appraisal Premise	Effective Date	Market Rent Conclusion
As Is	March 28, 2025	\$5.50 per square foot or \$335,214 annually, triple net

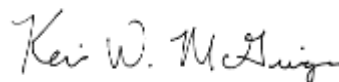
Certification Statement

We certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- The appraisers performed no services, as an appraiser or in any other capacity regarding the subject property within the three-year period immediately preceding the acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity conform in all respects to the Uniform Standards of Professional Appraisal Practice (USPAP).
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- Kevin McGuigan made a personal inspection of the property that is the subject of this report. John Talbert has not made a personal inspection of the property that is the subject of this report.
- No one else provided significant professional assistance in the development of the conclusions contained in this report.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Kevin McGuigan and John Talbert have completed the continuing education program of the Appraisal Institute.



John C. Talbert, MAI
Tennessee License #CG-4881



Kevin McGuigan, MAI
Tennessee License #CG-3717

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its rent estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of McGuigan & Associates, LLC. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

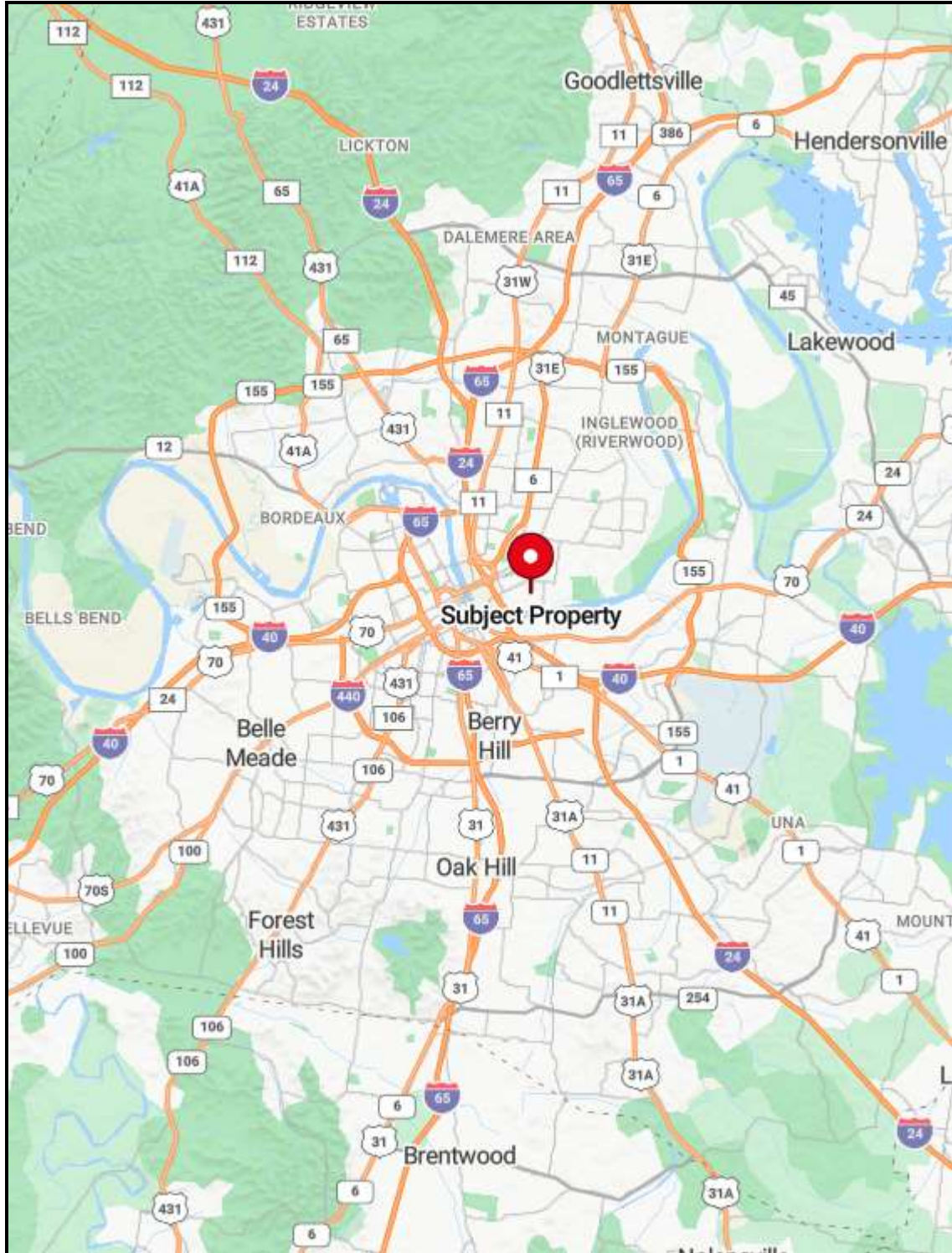
It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this limited appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) our regular per diem rate plus expenses.

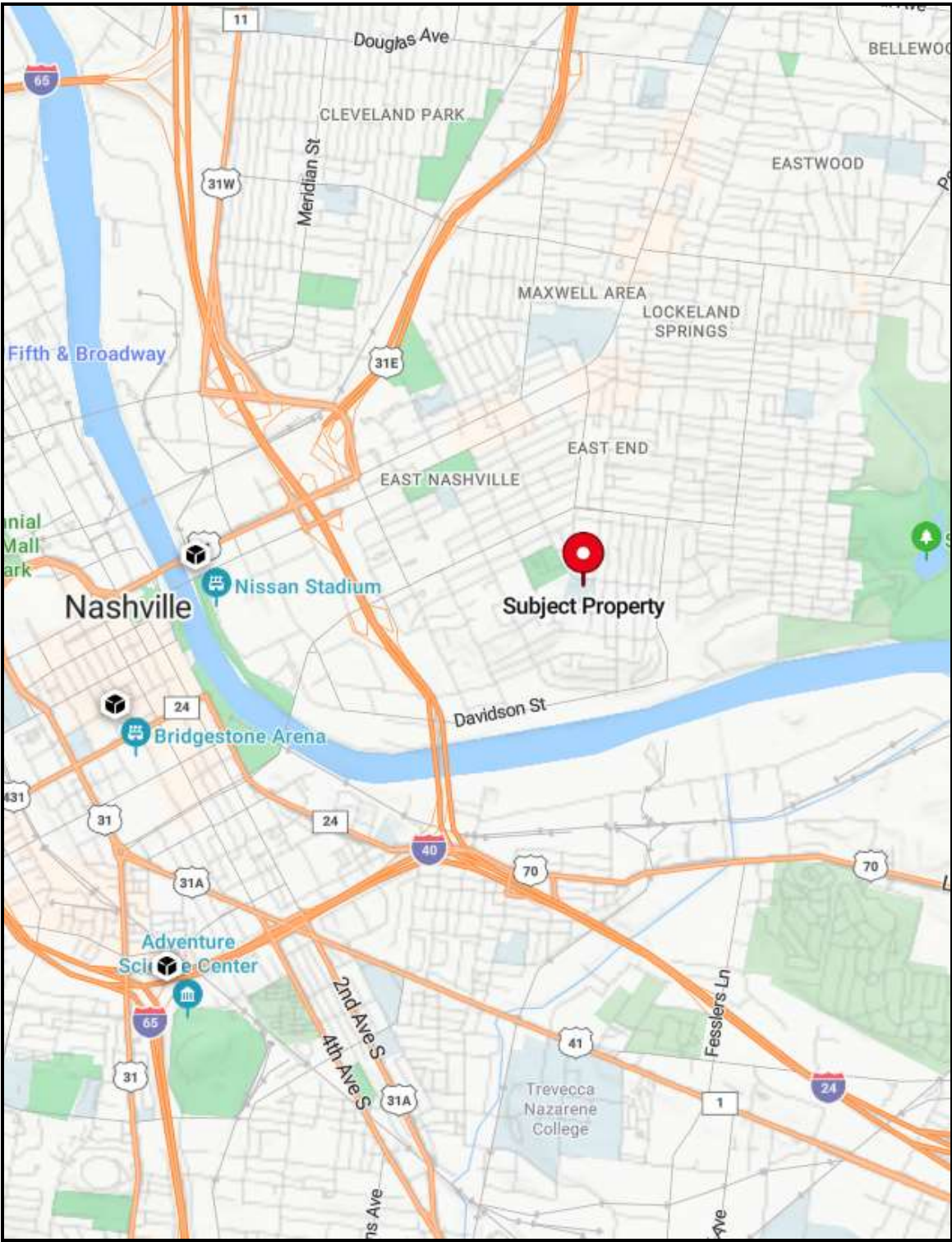
Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Addenda

Regional Map



Neighborhood Map



Subject Pictures



















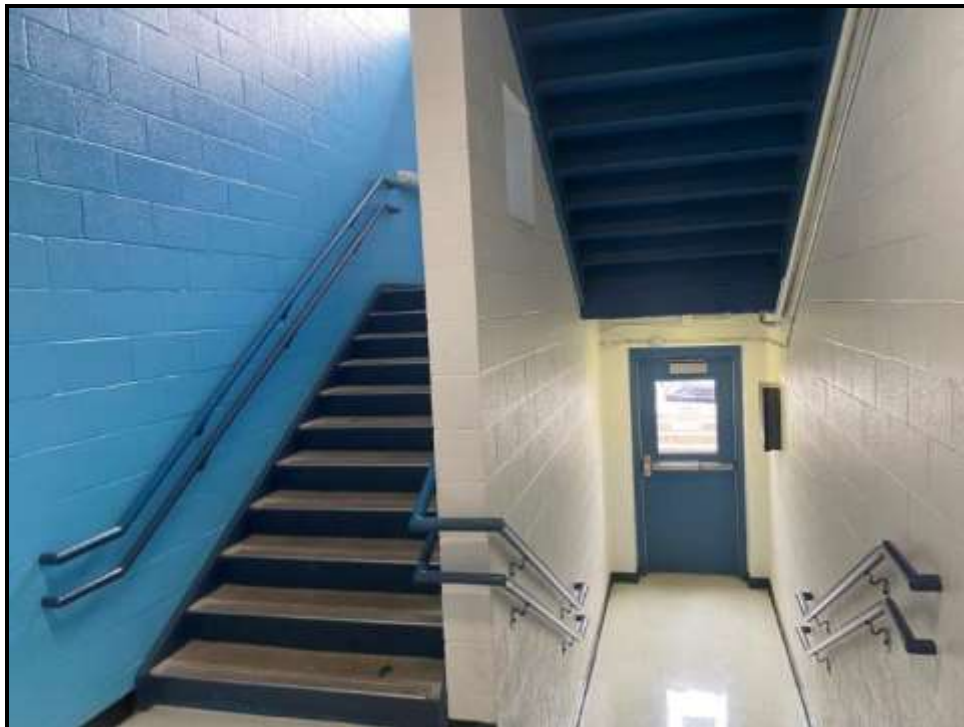










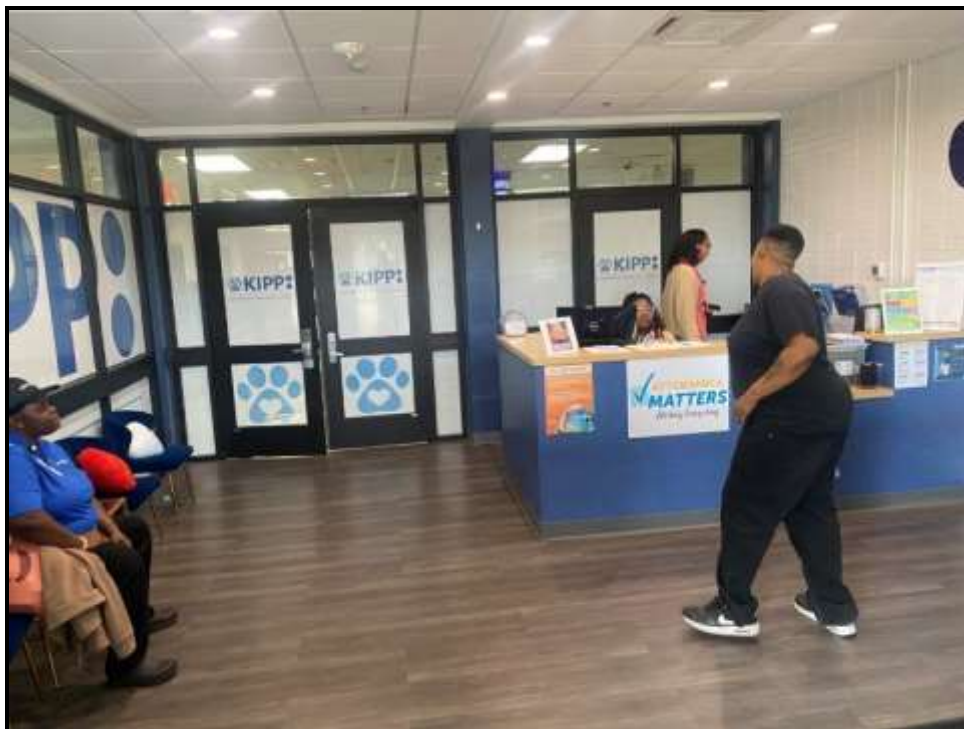












Subject Street Scene





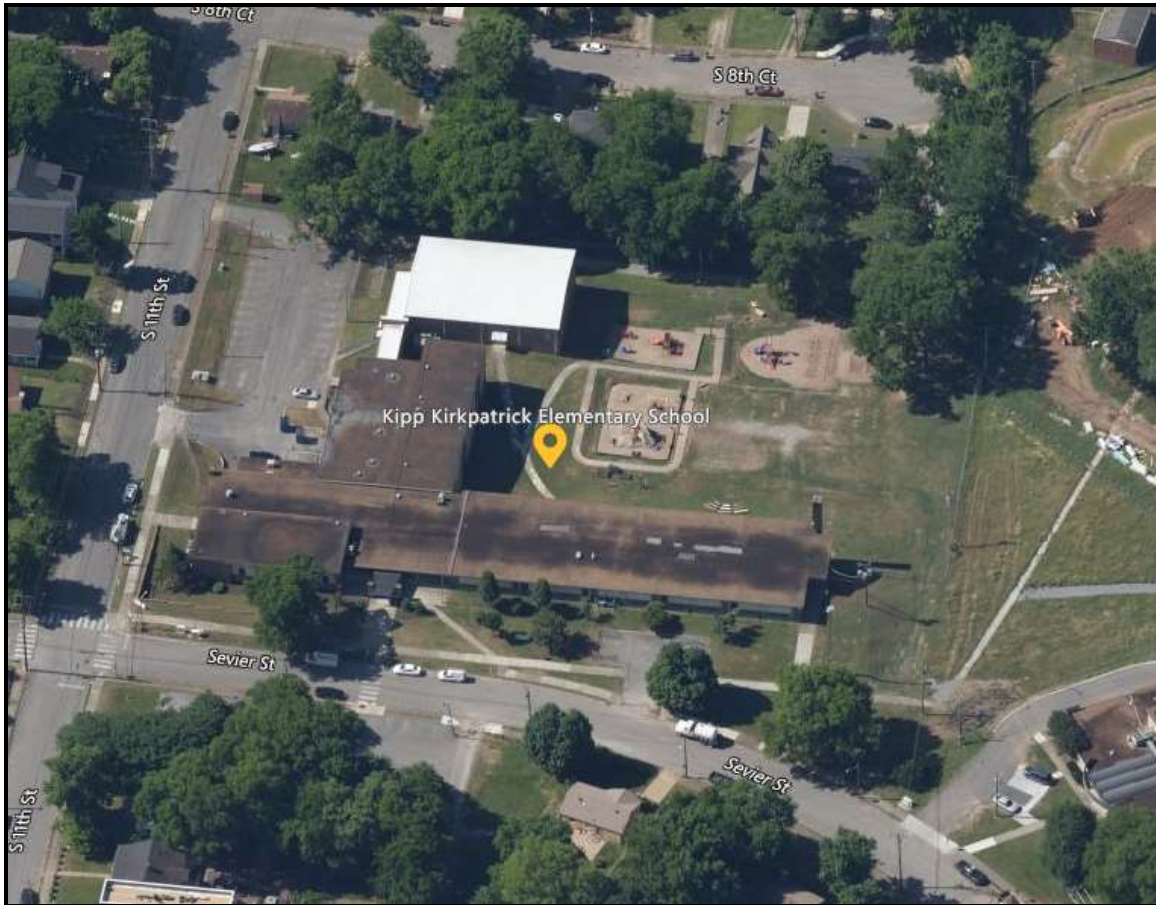
Parcel Map



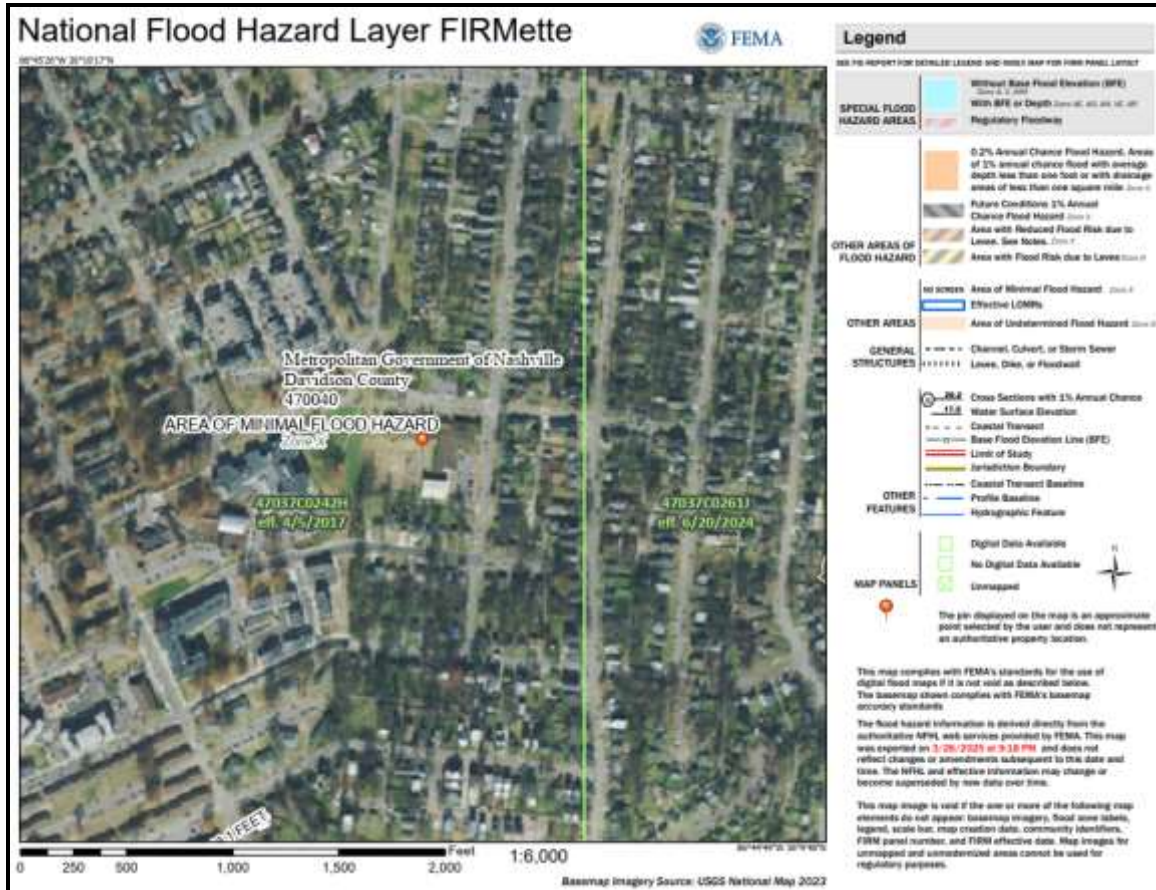
Aerial Map



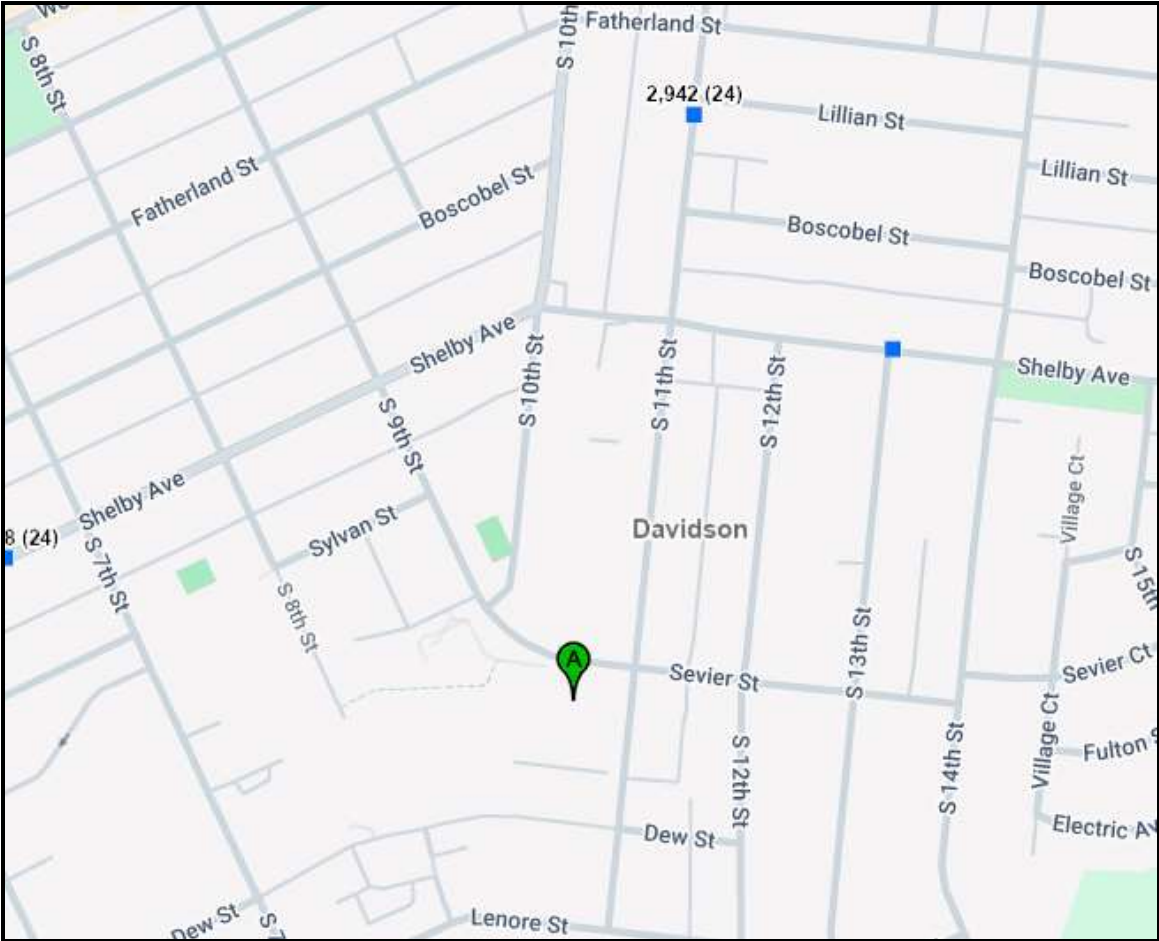
Aerial View



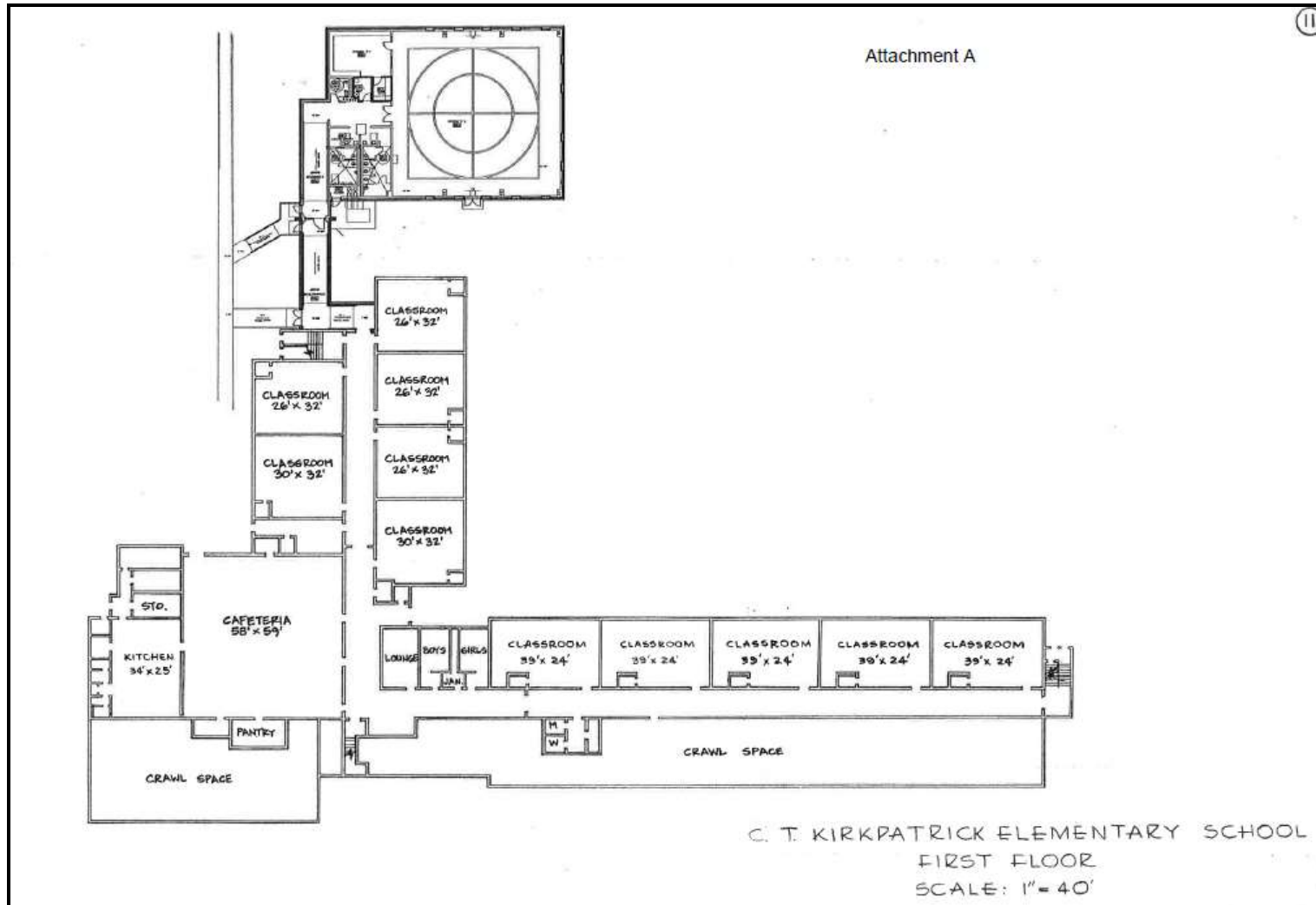
Flood Maps

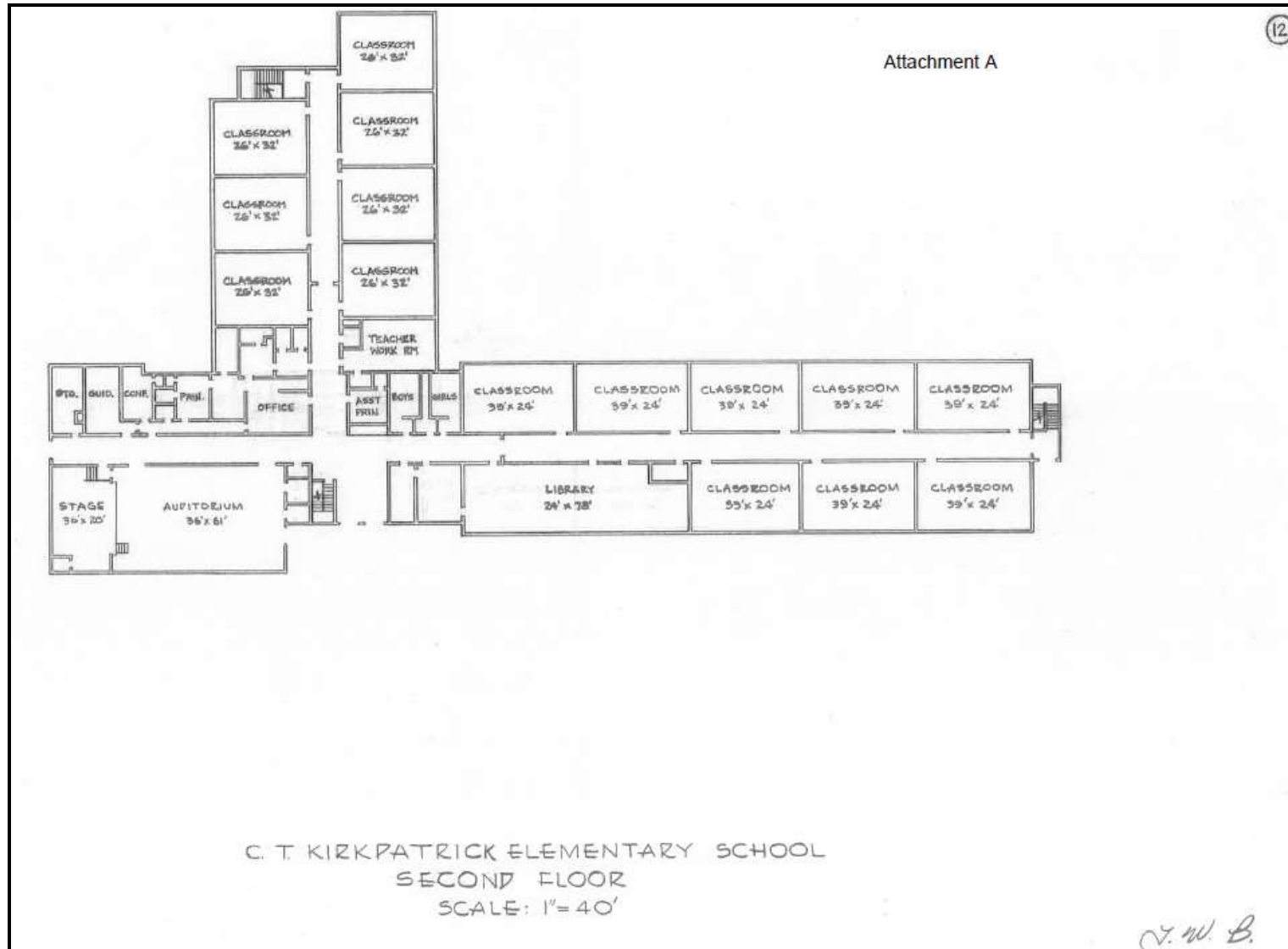


Traffic Count Map



Floor Plan





Appraisal Qualification of John C. Talbert

Professional Membership/Certification

MAI, Member of the Appraisal Institute, Member #542786
Certified General Appraiser, State of Tennessee, CG-4881

Education:

Graduated from Baylor University – Bachelor of Business Administration, Real Estate & Management

Completed courses for credit include:

- Advanced Concepts and Case Studies
- Advanced Market Analysis and Highest and Best Use
- Advanced Income Capitalization
- Uniform Standards of Professional Appraisal Practices
- Basic Appraisal Principles
- Basic Appraisal Procedures
- General Sales Comparison Approach
- General Appraiser Income Approach Part 1
- General Appraiser Income Approach Part 2
- General Appraiser Highest and Best Use
- General Appraiser Site Valuation and Cost Approach
- General Appraiser Report Writing and Case Studies
- General Appraisal Market Analysis Highest and Best Use
- Business Practices and Ethics
- FHA Single-Family Appraisal
- Commercial Appraisal Review – Subject Matter Elective
- Uniform Appraisal Dataset from Fannie Mae and Freddie Mac
- Real Estate Finance, Statistics, and Valuation Modeling

Employment:

2013-Present

Commercial Appraiser

McGuigan & Associates, LLC, Nashville, TN

Performed real estate valuations on commercial and residential properties in the Nashville MSA.

2009-2013

Commercial Appraiser

Jackson Claborn Inc., Plano, TX

Performed real estate valuations on commercial and residential properties in the Dallas/Fort Worth MSA.

2008-2008

Commercial Broker Assistant

Coldwell Banker, Waco, TX

Performed commercial real estate research, assisted brokers during client meetings, compiled prospect lists, processed contracts, and created marketing brochures.

Appraisal Qualifications of Kevin McGuigan

Professional Membership/Certification

MAI, Member of the Appraisal Institute, Member #459162
Certified General Appraiser, State of Tennessee, CG-3717

Education

Graduated from University of Texas, Austin – Bachelor of Liberal Arts, Economics

Completed courses for credit include:

- Uniform Standards of Professional Appraisal (Appraisal Institute - 2012)
- Basic Appraisal Principles (Appraisal Institute - 2005)
- Basic Appraisal Procedures (Appraisal Institute - 2005)
- Basic Income Capitalization (Appraisal Institute - 2006)
- Highest and Best Use and Market Analysis (Appraisal Institute - 2006)
- Advance Sales Comparison & Cost Approaches (Appraisal Institute - 2007)
- Advanced Income Capitalization Analysis (Appraisal Institute - 2006)
- Report Writing and Valuation Analysis (Appraisal Institute - 2007)
- Advanced Applications (Appraisal Institute - 2006)
- Condemnation Appraising: Principles & Applications (Appraisal Institute - 2009)
- Appraising Convenient Stores (Appraisal Institute - 2009)
- The Appraiser as an Expert Witness (Appraisal Institute - 2011)
- IRS Valuation (Appraisal Institute - 2012)
- Practical Regression Using Microsoft Excel (Appraisal Institute - 2013)
- Subdivision Valuation (Appraisal Institute - 2013)

Employment

2005-Present

Commercial Appraiser

McGuigan & Associates, LLC, Nashville, TN

Performed real estate appraisals on all types of commercial properties in the Nashville MSA. Provided expert testimony for multiple litigation cases. Provided feasibility consulting for proposed construction.

2004-2005

Commercial Appraiser

Integra Realty Resources, Houston, TX

Performed real estate appraisals on commercial properties in the Houston MSA and assisted in preparation of expert witnesses for condemnation hearings and trials.

2003-2004

Commercial Appraiser

Standard & Poor's – Corporate Value Consulting, Houston, TX Performed real estate appraisals and consulting for institutional investors on properties throughout the US and Canada.

Partial List of Clients

Ascend Federal Credit Union
Bank of Frankewing
Cedarstone Bank
City of Gallatin
F&M Bank
First Bank
First National Bank of Middle Tennessee
Heritage Bank & Trust
Lineage Bank
Macon Bank & Trust
Metropolitan Nashville
Metropolitan Nashville Airport Authority
Metropolitan Government of Nashville & Davidson County
Peoples Bank of Middle Tennessee
Pinnacle Bank
Regions Bank
Renasant Bank
State of Tennessee – Department of General Services
Servis First Bank
Studio Bank
The Farmers Bank
The Housing Fund
Truxton Trust
Wilson Bank & Trust

Various Attorneys and Accountants for:
Condemnation, Divorce, Estate Planning, Estate Settlement, Gift Tax, and Tax Appeal
Purposes



KIPPNAS-01

JDEMATTIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 18100 Von Karman Ave 10th Fl Irvine, CA 92612	CONTACT NAME: Joana De Mattia	
	PHONE (A/C, No, Ext): (949) 660-5942	FAX (A/C, No):
	E-MAIL ADDRESS: Joana.DeMattia@alliant.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Southern Home Insurance Company	
	INSURER B: Employers Ins Co of Wausau (Liberty Mutual)	
INSURED KIPP Nashville Public Schools KIPP Kirkpatrick Elementary School 3410 Knight Drive Nashville, TN 37207	NAIC #	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		7NA6CP0002054-00	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7NA6CA0000385-00	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			7NA6FF0000301-00	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCCZ91469250014	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Abuse or Molestation			7NA6CP0002054-00	7/1/2024	7/1/2025	See Remarks
A	Educators Legal Liab			7NA6CP0002054-00	7/1/2024	7/1/2025	See Remarks

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1000 Sevier Street - Nashville, TN 37206

Metropolitan Nashville Public Schools is included as additional insured under General Liability coverage when required by written contract/agreement per attached form # PE GL 301 (01-20)

CERTIFICATE HOLDER

CANCELLATION

Metropolitan Nashville Public Schools 2601 Bransford Avenue Nashville, TN 37204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Alliant Insurance Services, Inc.		License # 0C36861	NAMED INSURED KIPP Nashville Public Schools KIPP Kirkpatrick Elementary School 3410 Knight Drive Nashville, TN 37207
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Sexual Abuse or Molestation Limits:
\$1,000,000 Per Act / \$3,000,000 Aggregate

Educators Legal Liability with Employment Practices Liability Limits:
\$1,000,000 Per Wrongful Act / \$3,000,000 Aggregate - Claims Made Retroactive Date: 07-01-2008
\$25,000 Deductible for Educators Legal Liability
\$25,000 Deductible for Employment Practices Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
Metropolitan Nashville Public Schools 2601 Bransford Avenue Nashville, TN 37204

[If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for damages caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing or completed operations; or
2. In connection with premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.



KIPPNAS-01

JDEMATTIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Irvine - Alliant Insurance Services, Inc. 18100 Von Karman Ave 10th Fl Irvine, CA 92612	CONTACT NAME: Joana De Mattia PHONE (A/C, No, Ext): (949) 660-5942 FAX (A/C, No): E-MAIL ADDRESS: joana.demattia@alliant.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: American Southern Home Insurance Company NAIC # 41998 INSURER B: Employers Ins Co of Wausau (Liberty Mutual) 21458 INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED KIPP Nashville Public Schools KIPP Kirkpatrick Elementary School 3410 Knight Drive Nashville, TN 37207		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		7NA6CP0002054-01	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BINDER	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			BINDER	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCCZ91469250015	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Abuse or Molestation			7NA6CP0002054-01	7/1/2025	7/1/2026	See Remarks
A	Educators Legal Liab			7NA6CP0002054-01	7/1/2025	7/1/2026	See Remarks

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1000 Sevier Street - Nashville, TN 37206

Metropolitan Nashville Public Schools is included as additional insured under General Liability coverage when required by written contract/agreement per attached form # PE GL 301 (01-20)

CERTIFICATE HOLDER

CANCELLATION

Metropolitan Nashville Public Schools 2601 Bransford Avenue Nashville, TN 37204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Irvine - Alliant Insurance Services, Inc.		License # 0C36861	NAMED INSURED KIPP Nashville Public Schools KIPP Kirkpatrick Elementary School 3410 Knight Drive Nashville, TN 37207
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**Abuse or Molestation Liability Limits:****\$1,000,000 Each Occurrence****\$3,000,000 Aggregate****Educators Legal Liability including Employment Practices Liability Limits:****\$1,000,000 Each Wrongful Act****\$3,000,000 Aggregate****\$25,000 Deductible Per Each Claim****Claims Made Retroactive Date: 7-1-2008**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
Metropolitan Nashville Public Schools 2601 Bransford Avenue Nashville, TN 37204

[If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for damages caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing or completed operations; or
2. In connection with premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HONOR ROLL ELITE GENERAL LIABILITY ENHANCEMENT

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Limited Product Withdrawal Expense	\$10,000 All Product Withdrawal Expenses
Limited Pollution Coverage	Included
Watercraft	
Non-Owned	Increased To 51 Feet Long
Non-Motorized	Less Than 76 Feet Long
Non-Owned Aircraft	If Rented Or Loaned With A Paid Crew
Property Damage To Borrowed Equipment	\$10,000 Each Occurrence
Property Damage To Customers' Goods	\$10,000 Each Occurrence
Property Damage From Elevator Use	Included
Personal And Advertising Injury	
From Televised Or Videotaped Material	Included
For Insureds In Media And Internet Type Businesses	Included
From Electronic Chatrooms or Bulletin Boards	Included
Supplementary Payments	
Bail Bonds	Up To \$5,000
Loss Of Earnings	Up To \$500 A Day
Legal And Media Expense	\$10,000 Each Event / \$50,000 Annual Aggregate
Broadened Definition Of Insured	Included
Automatic Additional Insureds	
When Required By Contract Or Agreement	Included
Managers Or Lessors Of Premises	Included
Mortgagees, Assignees Or Receivers	Included
Vendors	Included
Each Location And Each Project Aggregates	Equal To The General Aggregate Limit
Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
Unintentional Failure To Disclose All Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Expanded Coverage Territory	Included
Liberalization	Included
Mental Anguish Resulting From Bodily Injury	Included
Broadened Definition Of Mobile Equipment	Included
Products Liability Redefined	Included
Broadened Liability Coverage for Restraint or Removal of Students	Included

LIMITED PRODUCT WITHDRAWAL EXPENSE

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR "SUIT".

1. The following is added to Section I – Coverages:

LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

Insuring Agreement

- a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in Section III – Limits Of Insurance, as amended by this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

- (1) You determine that the "product withdrawal" is necessary; or
- (2) An authorized government entity has ordered you to conduct a "product withdrawal".

- c. We will reimburse "product withdrawal expenses" only if:

- (1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;
- (2) The expenses are reported to us within one year of the date the expenses were incurred; and
- (3) The product that is the subject of the "product withdrawal" was produced during the policy period.

- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

- (1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or
- (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

- a. **Breach Of Warranty And Failure To Conform To Intended Purpose**

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

- b. **Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark**

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

- c. **Chemical Transformation, Deterioration Or Decomposition**

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if transformation of a chemical nature, deterioration or decomposition is caused by:

- (1) An error in manufacturing, design or processing;

(2) Transportation of “your product”; or

(3) “Product tampering”.

d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of goodwill, market share, revenue or “profit” or the costs of redesigning “your product”.

e. Expiration Of Shelf Life

Any “product withdrawal” initiated due to expiration of the designated shelf life of “your product”.

f. Known Defect

A “product withdrawal” initiated because of a “defect” in “your product” known to exist by the Named Insured or the Named Insured’s “executive officers” prior to the policy period or the time “your product” leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which “bodily injury” or “property damage” is excluded under Coverage A – Bodily Injury And Property Damage Liability.

h. Governmental Ban

A recall when “your product” or a component contained within “your product” has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or “suit” against you for liability arising out of a “product withdrawal”.

j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured. Exemplary or punitive damages are only excluded in jurisdictions where allowable by statute.

k. Pollution-Related Expenses

Any loss, cost or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, “pollutants”; or

(2) Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, “pollutants”.

2. Exclusion 2.f. Electronic Chatrooms or Bulletin Boards of Section I – Coverages, Coverage B -Personal And Advertising Injury Liability is deleted.

3. The following is added to Section III – Limits Of Insurance:

The most that we will reimburse you for the sum of all “product withdrawal expenses” incurred for all “product withdrawals” initiated during the policy period is the amount shown in the Schedule of this endorsement, regardless of the number of:

a. Insureds;

b. “Product withdrawals” initiated; or

c. “Your products” withdrawn.

4. Section IV –Conditions is amended as follows:

a. Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of A Defect Or A Product Withdrawal

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
 - (1) How, when and where the "defect" was discovered;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

Your obligation to notify us as soon as practicable is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal".

- b. If a "product withdrawal" is initiated, you must:
 - (1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".
- d. You and any other involved insured must:
 - (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
 - (2) Authorize us to obtain records and other information; and
 - (3) Cooperate with us in our investigation of the "product withdrawal".

- b. The following Conditions are added:

Concealment Or Fraud

We will not provide "product withdrawal expense" coverage to you or any other insured who, at any time:

- a. Engaged in fraudulent conduct; or
- b. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

Product Tampering Limitation

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

5. The following definitions are added:

- a. "Defect" means a flaw, deficiency or inadequacy that creates a dangerous condition.
- b. "Product tampering" means an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- c. "Product withdrawal" means the recall or withdrawal:

- (1) From the market; or

(2) From use by any other person or organization;

of “your products” or products which contain “your products”, because of known or suspected “defects” in “your product” or known or suspected “product tampering” which has caused or is reasonably expected to cause “bodily injury” or physical injury to tangible property other than “your product”.

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

d. “Product withdrawal expenses” means those reasonable and necessary extra expenses, listed below, paid and directly related to a “product withdrawal”:

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salary “employees” and costs incurred by your “employees”, including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of “your products” or products that contain “your products” that cannot be reused, not exceeding your purchase price or your costs to produce the products.

e. “Profit” means the positive gain from business operation after subtracting all expenses.

B. LIMITED POLLUTION COVERAGE

Exclusion **2.t.** Pollution, Paragraph **(1)(a)** of Section **I – Coverages**, Coverage **A – Bodily Injury And Property Damage Liability** does not apply to:

1. Materials used by an insured as part of an educational curriculum or educational program;

2. The use and storage of swimming pool chemicals by your “employees”, provided the use and storage of such swimming pool chemicals comply with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply; or

3. The application or use of pesticides or herbicides by your “employees” who are licensed or certified, provided the application of such pesticide or herbicide complies with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply.

C. WATERCRAFT AND NON-OWNED AIRCRAFT

Exclusion **2.a.** Aircraft, Auto Or Watercraft under Section **I – Coverages**, Coverage **A – Bodily Injury And Property Damage Liability** is amended as follows:

1. Transportation Of Students

With respect to the transportation of your students, this exclusion also applies to any aircraft, “auto” or watercraft that is hired by an insured, including claims against the insured that allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved any aircraft, “auto” or watercraft that is hired by the insured.

For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

2. Non-Owned Watercraft

Paragraph **(2)** is replaced by the following:

(2) A watercraft you do not own that is:

- (a)** Less than 51 feet long; and
- (b)** Not being used by You to carry persons or property for a charge.

3. Non-Motorized Watercraft And Non-Owned Aircraft

The following is added:

This exclusion also does not apply to:

- (a)** A non-motorized watercraft that is:
 - (i)** Less than 76 feet long; and
 - (ii)** Not being used to carry persons or property for a charge.
 - (b)** Aircraft not owned by any insured that is rented or loaned to you with a paid crew.
4. If other insurance applies to a loss because of “property damage” to non-owned watercraft or aircraft as described in Paragraphs **2.** or **3.** above, the insurance provided by this endorsement does not apply, whether the other insurance is primary, excess, contingent or issued on any other basis.

D. PROPERTY DAMAGE TO BORROWED EQUIPMENT

1. The following is added to Exclusion **2.g.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

Paragraph **(4)** of this exclusion does not apply to “property damage” to borrowed equipment while that equipment is:

- a.** Not being used to perform operations; and
- b.** Away from an insured’s premises.

2. The following is added to Section **III** – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for “property damage” to borrowed equipment is the amount shown in the Schedule of this endorsement for each “occurrence”.

3. The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

E. PROPERTY DAMAGE TO CUSTOMERS’ GOODS

1. The following is added to Exclusion **2.j.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to “property damage” to “customers’ goods” while on your premises.

2. The following is added to Section **III** – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for “property damage” to “customers’ goods” is the amount shown in the Schedule of this endorsement for each “occurrence”.

3. The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

4. The following definition is added:

“Customers’ goods” means tangible personal property belonging to your customers and left with you for storage, service or repair. “Customers’ goods” does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Personal property while airborne or waterborne;
- e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft;

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than “autos”, you hold for sale; or
- (2) Rowboats or canoes out of water at your premises; or
- g. The following property while outside of buildings:
 - (1) Grain, hay, straw or other crops; and
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

F. PROPERTY DAMAGE FROM ELEVATOR USE

1. The following is added to Exclusion **2.g. Damage To Property** under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:
Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply if such “property damage” arises out of the use of elevators at premises you own, rent, lease or occupy.
2. The insurance afforded by Paragraph **1.** above is excess over any other valid and collectible insurance which applies to a loss because of “property damage” arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

G. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL

- (1) Exclusions **2.n.** and **2.o.** under Section **I – Coverages, Coverage B – Personal And Advertising Injury Liability** are replaced by the following:

n. Material Published Prior To Policy Period

“Personal and advertising injury” arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.

o. Material Published With Knowledge Of Falsity

“Personal and advertising injury” arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

- (2) Paragraphs **d.** and **e.** of the definition of “personal and advertising injury” are replaced by the following:

d. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization, or disparages a person’s or organization’s goods, products or services;

e. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person’s right to privacy;

H. PERSONAL AND ADVERTISING INJURY FOR INSURED IN MEDIA AND INTERNET TYPE BUSINESSES

Exclusion **2.j.** under Section **I – Coverages, Coverage B – Personal And Advertising Injury Liability** is amended to include the following:

However, paragraph **(1)** does not apply to advertising, broadcasting, publishing or telecasting within the scope of the Named Insured's activities as an educational institution.

I. SUPPLEMENTARY PAYMENTS – BAIL BONDS, LOSS OF EARNINGS, LEGAL AND MEDIA EXPENSE

Section I – Coverages, Supplementary Payments – Coverages **A** And **B** is amended as follows:

(1) Paragraphs **1.b.** and **1.d.** are replaced by the following:

b. Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the amount shown in the Schedule of this endorsement because of time off from work.

(2) The following is added:

Legal And Media Expense

a. We will reimburse you for "legal and media expense" you actually incurred and paid because of a "legal or media event" during the policy period. However:

- (1)** We will have no liability to reimburse you for fines, penalties, assessments of costs or other financial awards associated with any such "legal or media event"; and
- (2)** We will only reimburse you for "legal and media expense" actually incurred and paid within 90 days of the "legal or media event".

b. The maximum we will reimburse you is:

- (1)** The Each Event amount shown in the Schedule of this endorsement for any one "legal or media event"; and
- (2)** The Annual Aggregate amount shown in the Schedule of this endorsement for the sum of all "legal or media events" during the policy period.

c. If any other coverage provides reimbursement of similar legal expenses or medical expenses, the coverage provided by this endorsement will apply as excess over such other coverage.

d. The following definitions are added:

(1) "Legal or media event" means any criminal investigation, criminal complaint, indictment, administrative hearing, licensing hearing or regulatory agency proceeding relating to the alleged violation or infringement of one or more state or federal statutes or regulations regarding:

- (a)** Child abuse;
- (b)** Premises contamination at your facility;
- (c)** Closure of your facility by order of the Board of Health due to discovery or suspicion of contaminated food that has been served to your clients;
- (d)** An actual, attempted, or threatened violent act committed on your premises that results in physical injury or death, including sexual assault, kidnapping, criminal use of weapons on your premises, and stalking of your clients;
- (e)** An actual incident occurring at your premises involving an explosion, fire, construction accident, or equipment failure; or
- (f)** Your operations intended to protect the rights or safety of children and/or children in child care facilities.

"Legal or media event" includes significant adverse local, regional or national news media coverage of you relating to the adverse "legal or media event".

However, "legal or media event" does not include any actual or threatened "suit" or claim.

(2) "Legal and media expense" means reasonable fees and necessary costs incurred by you for:

- (a) Attorneys, experts, and consultants used in your investigation or defense of a “legal or media event”; and
- (b) Media consultants and management of public relations used in your investigation or defense of a “legal or media event”.

“Legal and media expense” does not include:

- (a) Damages;
- (b) Fines, taxes, sanctions, or penalties;
- (c) Any uninsurable amount;
- (d) Any expense reimbursed or covered by any other entity or carrier or for which another entity is liable or obligated to pay; or
- (e) Any of your remuneration, salaries, overhead, fees, loss of earning reimbursement, or benefit expenses.

J. BROADENED DEFINITION OF INSURED

Section II – Who Is An Insured is amended as follows:

1. Paragraph 1.b is replaced by the following:

- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business. However, if you are a public entity, you are insured as a partner in a partnership or as a joint venturer in a joint venture, but only if the partnership or joint venture is between you and another governmental organization or non-profit entity. Coverage does not extend to a partnership or joint venture that operates, controls, or funds a hospital or medical clinic, nursing home, airport, port, public housing, or a gas or electric generation facility. For the purpose of this paragraph 1.b an “educational organization” is not a public entity.

2. Paragraph 1.e is replaced by the following:

- e. A public entity, you are an insured. Your operating authorities, boards, commissions, districts or any other governmental units are insureds, provided that you operate, control, and fund the authority, board, commission, district, or other governmental unit. Coverage does not extend to an authority, board, commission, district, or other governmental unit that operates, controls, or funds a hospital or medical clinic, nursing home, airport, port, public housing, or a gas or electric generation facility. For the purpose of this paragraph 1.e an “educational organization” is not a public entity.

3. Paragraph 2. is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company), or your managers (if you are a limited liability company), at the supervisory level or above, your "executive officers" (if you are an organization other than a limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) above; or
- (c) Arising out of his or her providing or failing to provide professional health care services, provided that this subparagraph does not apply to any person who is employed or contracted by the Named Insured as a registered nurse, licensed practical nurse, or licensed or certified athletic trainer providing healthcare services on your behalf at:
 - i. A dispensary, clinic, infirmary, student health center, athletic facility or other similar facility maintained by the Named Insured principally for the use of its students or “employees”; or

ii. Any other incidental location that is not a medical emergency facility, in the event of a medical emergency.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any student body or parent-teacher organizations authorized by the Named Insured, but only while:

(1) Under the supervision required by your governing board; and

(2) Performing services or activities authorized by you.

f. Any student teacher while teaching as part of their educational requirements and acting within the scope of their duties.

g. Spouses of your directors and trustees, but only to the extent that they are involved in a claim or "suit" solely because of their status as a spouse and such claim or "suit" seeks to recover from marital community property, jointly held property or property transferred from an insured to the spouse. No coverage is provided for any "occurrence" or offense caused or committed by a spouse.

h. Any affiliated organizations, boards, commissions, foundations or endowments, or any other current or former controlled organization or subsidiary, provided the Named Insured owns or controls at least 51% of such entity.

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

4. Paragraph 3.a. is replaced by the following:

a. Coverage for your newly acquired or formed organization shall be:

(1) Effective on the date of acquisition or formation; and

(2) Afforded until the end of the policy period of this Coverage Form.

K. AUTOMATIC ADDITIONAL INSUREDS

The following paragraphs are added to Section II – Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:

a. When Required By Contract Or Agreement

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury", "property damage" or "personal and advertising injury". However:

(1) The person or organization is an insured only to the extent you are held liable due to:

(a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:

(i) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you; and

- (ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;
- (b) Your ongoing operations for that insured, whether the work is performed by you or for you;
- (c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (i) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires or you cease to lease that equipment; and
 - (ii) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;
- (d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or municipality.
- (2) The insurance with respect to any architect, engineer or surveyor does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:
 - (a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (b) Supervisory, inspection or engineering services.
- (3) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (4) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.
- (5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.
- (6) A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.
- (8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.
This Additional Insured provision does not apply to managers or lessors of premises; mortgagees, assignees or receivers; or vendors.

b. Managers Or Lessors Of Premises

Any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) who leases to you or manages property you rent or lease.

c. Mortgagees, Assignees Or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

d. Vendors

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the “bodily injury” or “property damage”, and only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

(1) The following additional exclusions apply to such vendors:

This insurance does not apply to:

- (a)** “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (h)** Any failure to maintain the product in a merchantable condition; or
- (i)** “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i)** The exceptions contained in subparagraphs **(d)** or **(f)**; or
 - (ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

(3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.

(4) This insurance does not apply if “bodily injury” or “property damage” included in the “products-completed operations hazard” is excluded either by the provisions of this insurance or by endorsement.

2. The insurance provided to such automatic additional insureds:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.

3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable limits of insurance shown in the Declarations, whichever is less.

The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

L. EACH LOCATION AND EACH PROJECT AGGREGATES

The following is added to Section **III** – Limits Of Insurance:

1. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which can be attributed only to operations at a single designated covered “location” or covered construction project:
 - a. A separate Each Location or Each Project Aggregate limit applies to each covered “location” or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.
 - b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under Coverage **C**, regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or “suits” brought; or
 - (3) Persons or organizations making claims or bringing “suits”.
 - c. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered “location” or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered “location” or covered project’s general aggregate.
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which cannot be attributed only to ongoing operations at a covered “location” or covered project:
 - a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and
 - b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.
3. When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.
4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
5. For the purposes of this section of this endorsement, “location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
6. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

M. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section **IV** –Conditions:

Your obligation to notify us as soon as practicable of an “occurrence”, offense, claim or “suit” is satisfied if you send us written notice as soon as practicable after any of your “executive officers”, directors, partners, insurance managers or legal representatives become aware of or should have become aware of such “occurrence”, offense, claim or “suit”.

N. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Condition 5.. Representations under Section **IV** –Conditions:

If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

O. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Condition 7. Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an “occurrence” to waive such rights.

P. EXPANDED COVERAGE TERRITORY

1. The following is added to Section IV –Conditions

Expanded Coverage Territory

- a. If a “suit” is brought in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the “suit”. We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a “suit” seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured’s behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursement we make for damages because of judgments or settlements will be made in United States currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in United States currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for the reduction of the aggregate limits due to payments of claims, judgments or settlements. Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other government authority was in full effect.
- e. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:
 - (1) If the insured’s liability to pay damages is determined in a “suit” brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or
 - (2) That is coverage required by law, regulation or other governmental authority in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

2. Definition 5. “Coverage territory” in Section V- Definitions is replaced with the following:

- 5. “Coverage territory” means any part of the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

Q. LIBERALIZATION CLAUSE

The following is added to Section **IV** –Conditions:

Liberalization Clause

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

R. MENTAL ANGUISH RESULTING FROM BODILY INJURY

Definition 4. “bodily injury” is replaced by the following:

4. Bodily injury” means:

- a.** Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
- b.** Death resulting from bodily injury, sickness or disease.

S. BROADENED DEFINITION OF MOBILE EQUIPMENT

The following is added to Paragraph **f.(1)** of Definition 20. “mobile equipment”:

This shall not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

T. The following definition is added:

“Educational organization” means the entity or association shown as a Named Insured in the Declarations of the policy to which this endorsement is attached.

U. PRODUCTS COMPLETED OPERATIONS

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

- 1.** On, from or in connection with the use of any insured premises; or
- 2.** In connection with the conduct of any insured operation, when conducted by you or on your behalf, Paragraph a. of the definition of “Products-completed operations hazard” is replaced by the following:
“Products-completed operations hazard”
 - a.** Includes all “bodily injury” and “property damage” that arises out of “your products” if the “bodily injury” or “property damage” occurs after you have relinquished possession of those products.

V. The following is added to Exclusion **2.n.** Expected Or Intended Injury under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:

This exclusion also does not apply to “bodily injury” resulting from the use of reasonable force to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of your functions, duties and powers, if that student has refused to comply with a request to refrain from further disruptive acts.

All other terms and conditions remain unchanged.

Certificate Of Completion

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Status: Completed

Subject: KIPP Nashville, Nonprofit LLC 7606321

Source Envelope:

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Signatures: 15

Envelope Originator:

Certificate Pages: 4

Initials: 7

Stephen Pitman

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Envelopeld Stamping: Enabled

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Kesha Boyd

kesha.boyd@kippnashville.org

Regional Director of Ops

KIPP Nashville Public Schools

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Scott Ghee

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Contracting Manager

Metro Nashville Public Schools

Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style

Using IP Address: 96.4.9.1

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Kevin Knapp

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Signature Adoption: Pre-selected Style

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Casey Megow

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Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kevin Edwards Kevin.Edwards@mnps.org Director of Procurement Metro Nashville Public Schools Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 209.215.109.68 Signed using mobile	Sent: 7/30/2025 10:44:44 AM Viewed: 7/30/2025 10:55:35 AM Signed: 7/30/2025 10:55:57 AM
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Jorge Robles jorge.robles@mnps.org Chief Financial Officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.1	Sent: 7/30/2025 10:56:00 AM Viewed: 7/31/2025 12:25:10 PM Signed: 7/31/2025 12:31:22 PM
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Freda Player cameo.bobo@mnps.org Board Chair Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2605:a601:a337:f900:6908:2890:636c:29df	Sent: 7/31/2025 12:31:26 PM Viewed: 8/4/2025 1:43:32 PM Signed: 8/6/2025 7:25:19 AM
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Dr. Adrienne Battle Annie.Pugh@mnps.org Director of Schools Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.1	Sent: 8/6/2025 7:25:23 AM Viewed: 8/6/2025 8:46:10 AM Signed: 8/6/2025 8:46:34 AM
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Abraham Wescott abraham.wescott@nashville.gov Public Property Director General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 8/6/2025 8:46:38 AM Viewed: 8/6/2025 8:53:46 AM Signed: 8/6/2025 9:13:30 AM
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<div>Amanda Brown</div> <div>amanda.brown@nashville.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div></div> <div>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</div>	<div>Sent: 8/6/2025 11:48:04 AM</div> <div>Viewed: 8/7/2025 11:06:45 AM</div> <div>Signed: 8/7/2025 11:09:39 AM</div>
<div>Jenneen Reed/mjw</div> <div>maryjo.wiggins@nashville.gov</div> <div>Finance Director</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div></div> <div>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</div>	<div>Sent: 8/7/2025 11:09:44 AM</div> <div>Viewed: 8/8/2025 10:16:01 AM</div> <div>Signed: 8/8/2025 10:21:08 AM</div>
<div>Sally Palmer</div> <div>sally.palmer@nashville.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div>Completed</div> <div>Using IP Address: 170.190.198.185</div>	<div>Sent: 8/8/2025 10:21:13 AM</div> <div>Viewed: 8/8/2025 10:41:51 AM</div> <div>Signed: 8/10/2025 12:43:18 PM</div>
<div>Balogun Cobb</div> <div>Balogun.cobb@nashville.gov</div> <div>Insurance Division Manager</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div></div> <div>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144</div>	<div>Sent: 8/10/2025 12:43:23 PM</div> <div>Viewed: 8/11/2025 7:00:15 AM</div> <div>Signed: 8/11/2025 7:00:46 AM</div>
<div>Justin Marsh</div> <div>justin.marsh@nashville.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div></div> <div>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</div>	<div>Sent: 8/11/2025 7:00:52 AM</div> <div>Viewed: 8/12/2025 11:30:17 AM</div> <div>Signed: 8/12/2025 11:31:35 AM</div>
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