

RENOVATIONS CONTRACT AGREEMENT

This Renovation Contract Agreement (this "Agreement") is made as of the 2nd day of January, 2020 by NSOS Inc and between Ivy Hill Prep Charter School, a New York corporation located at 475 East 57th Street, Brooklyn, NY 11203 ("IVY Hill Prep Charter School") and Nitin Parikh, NSOS Inc. located at 1804 Plaza Avenue, New Hyde Park, NY 11040. IVY Hill Prep Charter School and NSOS Inc may each be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

The Parties agree as follows:


- Description of Work.** Renovation will be performed at 475 East 57th Street, Brooklyn, NY 11203 (the "Property"), in accordance with agreement made between NSOS Inc & IVY Hill Prep Charter School's contract plans and specifications. Please see Table A, Table B and Table C for scope of work specifications timeline of work completion and payments.

TABLE A - General Construction specifications and payments:

GENERAL CONDITIONS \$7,200 <ul style="list-style-type: none"> Personal Protection, Tools, and Safety Equipment Mobilization, Demobilization, and Tools Dust Protection and Hallway Cleaning Container Service throughout project 	\$7,200
DEMOLITION \$7,700 <ul style="list-style-type: none"> Remove and Discard Surface-Mounted Blackboards from 2nd Floor Classrooms Remove and Discard Curtain and Curtain Rods from 2nd Floor Classrooms Remove and Discard Wall Tile from the following areas: <ul style="list-style-type: none"> Girls and Boys Bathroom 2nd Floor Girls and Boys Bathroom 3rd Floor Stairway from 2nd Floor to 3rd Floor Landing Hallway on 3rd Floor 	\$7,700
GENERAL WORK (CONSTRUCTION) \$54,000 <ul style="list-style-type: none"> Skimcoat/patch Walls, Post Wall Tile Removal <ul style="list-style-type: none"> Bathroom, Hallway, and Stairway Walls where Tiles were removed Walls to receive One (1) Coat of Primer and Two (2) Coats of Paint <ul style="list-style-type: none"> Benjamin Moore Regal or Sherwin Williams Promar 200 Ceilings to Painted with a White Flat Finish Rooms Included: 310, 311, 312, 313A, 313B, 315, 316, Bathrooms 2nd and 3rd Floor, Stairway from 2nd floor to 3rd Floor Landing, 3rd Floor Hallway Paint Hallways includes the following... <ul style="list-style-type: none"> Doors and Trim – total of Twenty-Three (23) Hallway Walls 	\$54,000

<ul style="list-style-type: none"> ○ Corkboard Frames – total of Eighteen (18) • Red Floor Tile around Perimeter of 3rd Floor <ul style="list-style-type: none"> ○ Prepare Floor Tile for Paint to remove existing finish ○ Paint Floor Tile • Patch and Paint areas in 206 & 216 <ul style="list-style-type: none"> ○ 206 – area from removing existing cabinets and shelving ○ 216 – area from removing boards • Furnish and Install Corkboard Material onto Hallway Frames 	
CABINETRY - \$1,100 <ul style="list-style-type: none"> • Remove existing cabinets and reinstall in 3rd Floor Kitchenette • Remove shelving from 216 to 206 • Move shelving from 206 to 3rd Floor Kitchenette • Furnish and Install New Cabinet Doors for Existing Millwork in Existing Computer Room <ul style="list-style-type: none"> ○ Light Shellac on Cabinets and Doors 	\$1,100
FLOORING - \$25,000 <ul style="list-style-type: none"> • Floor Preparation and Patching • Remove and Replace existing VCT Tile w/ Armstrong Standard Excelon VCT <ul style="list-style-type: none"> ○ Rooms included: 310, 311, 312, 313B (according the Client Map), 315 (according to Client Map) • Furnish and Install 4” Roppe Rubber Baseboard <ul style="list-style-type: none"> ○ Rooms included: 310, 311, 312, 313A, 313B, 315, 316 	\$25,000
LEARNING BOARDS - \$5,500 <ul style="list-style-type: none"> • Install Nine (9), 4’x8’ Surface Mounted Whiteboards <ul style="list-style-type: none"> ○ Whiteboards to be provided by Client • Install Nine (9) Surface Mounted Smartboards as shown in Classrooms on 2nd Floor <ul style="list-style-type: none"> ○ Smartboards to be provided by Client 	\$5,500
BATHROOM ACCESSORIES - \$1,500 <ul style="list-style-type: none"> • Furnish and Install Two (2) Surface Mounted Soap Dispensers – Bobrick Classic Series • Furnish and Install Two (2) Paper Towel Dispensers – Bobrick Classic Series • Furnish and Install Two (2), 16”x24” Bathroom Mirrors with Stainless Steel Channel Frame • Paint Two (2) Bathroom Partitions 	\$1,500
PLUMBING - \$5,300 <ul style="list-style-type: none"> • Remove and Replace Two (2) Water Fountains to Match Existing Fountain on 2nd Floor <ul style="list-style-type: none"> ○ To install on existing roughing 	\$5,300
Table A: Total	\$107,000.00

TABLE B – Student Locker specifications and payments:

<p>OPTION 3: STACK STUDENT LOCKERS We are pleased to provide you with a quote on the following materials:</p> <ul style="list-style-type: none"> • (200) 15"W x 15"D x 24"H • Each 15"W Locker Door includes <hr/> <p>Each locker per student: \$140.00</p> <p>Stacked Lockers: \$28,000.00</p> <p>Removal, Disposal, Installation of Lockers: \$24,000.00</p>	<p>\$52,000</p>
<p>OPTION 3 : Stack Student Lockers <u>Image Reference and Description:</u> (15"W X 15"D X 24"H)</p> <div data-bbox="186 1003 1161 1402">  </div>	
<p><u>Locker Includes:</u> Hat shelf, one double hook and two single hooks. Single tier. One wide. 16 gauge louvered doors and 24 gauge body. Stainless steel recessed handle, three point gravity lift-type latching. Green guard gold certified. Made from cold rolled sheet steel.</p>	
<p><u>General Exclusions:</u> Concrete including cutting or chopping of slab, masonry, metals, misc. metals, glass and glazing, in-wall blocking, hoisting, storage, installation of owner provided items, lighting fixtures, electrical, plumbing – sinks, piping and connections and HVAC.</p> <p><u>General Exclusions and Qualifications:</u></p> <ol style="list-style-type: none"> 1- We must have free use of the elevator(s) and loading dock. Lack of elevator/dock use may result in additional labor for unloading material. 2- Offload and install price based on open access to elevator for all floors. Base bid 	

<p>does not include any equipment and/or elevator engineer if needed.</p> <p>3- Changes in floor plan, sizes, and/or quantities may result in price change.</p> <p>4- All placed orders are subject to a cancellation charge.</p> <p>5- Labor rate is based on non-union, non-prevailing open shop wage rate.</p> <p>6- All labor to be performed during weekdays, between 8AM and 4PM with the exception of Saturday for an extended work period.</p> <p>7- Pricing based on one-time delivery and single handling of materials. Partial, storage re-consignment and/or change in delivery date will result in additional charges. Additional charges will be billed by North Shore Office Supplies Inc. and will require <i>payment/approval</i> prior to material being delivered.</p> <p>8- No retainage after 30 days from <i>acceptance/completion</i> of work.</p> <p>9- Project delays of more than (60) days from the material delivery date listed on contract will result in increase labor and material cost.</p> <p>10- All orders placed are subject to a cancellation fee of up to 30 days.</p> <p>11- This quotation must be signed and returned prior to any orders being placed in production.</p> <p>12- This quotation becomes an integral part of North Shore Office Supplies Inc. contract upon signature.</p>	
<p>* 50% Deposit due at contract signing.</p> <p>* Freight charges are subject to vary based on delivery date.</p> <p>* All prices guaranteed firm for 30-day acceptance.</p> <p>* All orders subject to credit approval.</p> <p>* Delivery promises subject to delays due to strikes, fires, and other causes beyond our control.</p>	
<p><u>Sales Tax</u>: Excluded</p> <p><u>Installation</u>: Included</p> <p><u>Delivery</u>: 8-10 weeks after all approvals</p>	
Table B: Total:	\$52,000.00

Table C: Projected Timeline for Ivy Hill Prep Charter School

Phase	Description	Projected Time frame
1	<p>GENERAL CONDITIONS</p> <ul style="list-style-type: none"> • Personal Protection, Tools, and Equipment • Mobilization, Demobilization, and Tools • Dust Protection and Hallway Cleaning • Container Service throughout project <p>DEMOLITION</p> <ul style="list-style-type: none"> • Remove and Discard Surface-Mounted Blackboards from 2nd Floor Classrooms • Remove and Discard Acoustic Panels from 2nd Floor Classrooms • Remove and Discard Curtain and Curtain Rods from 2nd Floor Classrooms • Remove and Discard IHP lockers prior to new locker delivery • Remove and Discard Wall Tile from the following areas: <ul style="list-style-type: none"> ○ Girls and Boys Bathroom 2nd Floor ○ Girls and Boys Bathroom 3rd Floor ○ Stairway from 2nd Floor to 3rd Floor Landing ○ Hallway on 3rd Floor ○ Need of access to stairway from parking lot to 3rd floor during hours of operation 	<p>Start Date: 2/10/2020</p> <p>End Date: Until Completion</p> <p>Start Date: 2/11/2020</p> <p>End Date: 2/29/2020</p>
2	<p>GENERAL WORK (CONSTRUCTION)</p> <ul style="list-style-type: none"> • Skim coat/patch Walls, Post Wall Tile Removal <ul style="list-style-type: none"> ○ Bathroom, Hallway, and Stairway Walls where Tiles were removed ○ Locker installation will occur throughout along with patch work • Walls to receive One (1) Coat of Primer and Two (2) Coats of Paint <ul style="list-style-type: none"> ○ Benjamin Moore Regal or Sherwin Williams Promar 200 ○ Ceilings to Painted with a White Flat Finish ○ Rooms Included: 310, 311, 312, 313A, 313B, 315, 316, Bathrooms 2nd and 3rd Floor, ○ Stairway from 2nd floor to 3rd Floor Landing, 3rd Floor Hallway • Paint Hallways includes the following... <ul style="list-style-type: none"> ○ Doors and Trim – total of Twenty-Three (23) ○ Hallway Walls ○ Corkboard Frames – total of Eighteen (18) • Red Floor Tile around Perimeter of 3rd Floor <ul style="list-style-type: none"> ○ Prepare Floor Tile for Paint to remove existing finish ○ Paint Floor Tile • Patch and Paint areas in 206 & 216 <ul style="list-style-type: none"> ○ 206 – area from removing existing cabinets and shelving ○ 216 – area from removing boards • Furnish and Install Corkboard Material onto Hallway Frame 	<p>Start Date: 03/01/2020</p> <p>End Date: 3/31/2020</p> <p>Note:</p> <p>*Overall hallway painting will conclude after <u>locker installation</u> is complete to avoid re-repairs*</p>

3	<p>CABINETRY</p> <ul style="list-style-type: none"> Remove existing cabinets and reinstall in 3rd Floor Kitchenette Remove shelving from 216 to 206 Move shelving from 206 to 3rd Floor Kitchenette Furnish and Install New Cabinet Doors for Existing Millwork in Existing Computer Room <ul style="list-style-type: none"> Light Shellac on Cabinets and Doors <p>FLOORING</p> <ul style="list-style-type: none"> Floor Preparation and Patching Remove and Replace existing VCT Tile w/ Armstrong Standard Excelon VCT <ul style="list-style-type: none"> Rooms included: 310, 311, 312, 313B (according the Client Map), 315 (according to Client Map) Furnish and Install 4" Roppe Rubber Baseboard <ul style="list-style-type: none"> Rooms included: 310, 311, 312, 313A, 313B, 315, 316 	<p>Start Date: 4/01/2020</p> <p>End Date: 04/15/2020</p> <p>Start Date: 4/15/2020</p> <p>End Date: 4/30/2020</p>
4	<p>LEARNING BOARDS</p> <ul style="list-style-type: none"> Install Nine (9), 4'x8' Surface Mounted Whiteboards <ul style="list-style-type: none"> Whiteboards to be provided by Client Install Nine (9) Surface Mounted Smartboards as shown in Classrooms on 2nd Floor <ul style="list-style-type: none"> Smartboards to be provided by Client <p>BATHROOM ACCESSORIES</p> <ul style="list-style-type: none"> Furnish and Install Two (2) Surface Mounted Soap Dispensers – Bobrick Classic Series Furnish and Install Two (2) Paper Towel Dispensers – Bobrick Classic Series Furnish and Install Two (2), 16"x24" Bathroom Mirrors with Stainless Steel Channel Frame Paint Two (2) Bathroom Partitions <p>PLUMBING</p> <ul style="list-style-type: none"> Remove and Replace Two (2) Water Fountains to Match Existing Fountain on 2nd Floor <ul style="list-style-type: none"> To install on existing roughing 	<p>Start Date: 5/01/2020</p> <p>End Date: 05/31/2020</p>
	<p><u>Please Note:</u></p> <p>The locker units take 8-10 weeks to deliver after approval. We can have the locker units delivered at the IHP premises within 24-48 hours. We are doing the locker removal and installation in conjunction with the general construction; so the timeline noted above is subject to fluctuate due to the different day-to-day tasks. We will extend our time to ensure that all requirements have been met by NSOS INC. We anticipate having all 4 phases completed no later than May 29th, 2020.</p>	

2. Contract Price and Payments. IVY Hill Prep Charter School agrees to pay NSOS Inc the total amount of \$107,000.00 and \$52,000.00: \$159,000.00 in total (the “Contract Price”). Payment of this amount is subject to additions, accordance with any mutually agreed to changes and/or modifications in the Work. Payment will be made by corporate check, according to the following schedule:

Table A & Table B Payment Deposits:

- 50% deposit due upon the execution of this Agreement: **\$79,500.00**

Phase Payment Term as per net 30 days for remaining balance:

- Phase 1: \$19,875.00
- Phase 2: \$19,875.00
- Phase 3: \$19,875.00
- Phase 4: \$19,875.00

Tentative Time Frame of Completion

- On premise construction will begin the week of February 10th, 2020.
- Production Time: 8-10 weeks
- Installation and Completion: Before May 29th, 2020

3. Notification of Completion. Work under this Agreement shall begin on February 10, 2020. Upon completion of the Work, NSOS Inc shall notify IVY Hill Prep Charter School and IVY Hill Prep Charter School shall make the final payment within thirty (30) days.

4. Materials and Labor. NSOS Inc shall provide labor and equipment, including tools, renovation equipment, machinery, transportation and all other facilities and services, and all materials necessary for the completion of the Work. NSOS Inc may substitute materials, tools of equal caliber and will notify need of change.

5. Supervision of Renovation. NSOS Inc will supervise and direct all renovation under this Agreement.

6. Utilities. IVY Hill Prep Charter School shall pay for all permanent electric, water, phone, cable, sewer and gas service as needed to perform the Work.

7. Right to Stop Work. If IVY Hill Prep Charter School fails to make installment payment, NSOS Inc reserves the right to halt work until the payment is made, or an acceptable change in timeline of payment is revised, all attempts will be made to continue work to completion, otherwise in accordance with contract.

8. NSOS Inc’s Insurance. NSOS Inc agrees to maintain at its own expense during the entire period of renovation at the Property:

A. General Liability Insurance. Such general liability insurance as will protect NSOS Inc from claims for property damage and bodily injury, with limits of liability.

9. Waiver of Subrogation. IVY Hill Prep Charter School and NSOS Inc each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by any insurance required under this Agreement.

10. Extension of Time. The times stated in this Agreement may be extended for such reasonable time as NSOS Inc may determine when performance of the Work by NSOS Inc is delayed by a Change Order, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties, or other causes beyond NSOS Inc's control or which justify the delay.

11. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

12. Binding Effect. This Agreement shall be binding and ensure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

13. Amendments. This Agreement may not be amended or modified except by a written agreement signed by the all of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date _____.

Mr. Brandon L. Parker

Director of Operations

IVY Hill Prep Charter
School Representative Name

IVY Hill Prep Charter School
Representative Title

IVY Hill Prep Charter School
Representative Signature

Chief Executive Officer

N. C. Parikh

Mr. Nitin C. Parikh

NSOS Inc
Representative Name

NSOS Inc
Representative Title

NSOS Inc
Representative Signature