



Memphis Merit Academy Charter School

MMA October Board of Directors Meeting

Published on October 18, 2023 at 11:45 AM EDT

Date and Time

Thursday October 19, 2023 at 5:30 PM EDT

Location

Memphis Merit Academy (4775 American Way, Memphis, TN 38118)

PUBLIC COMMENT AT MEMPHIS MERIT ACADEMY BOARD MEETINGS - An opportunity for the public to address the Board will be provided at the conclusion of the agenda. Members of the public who wish to speak on any item are requested to identify themselves and indicate on which agenda item they wish to speak. The Board will provide an opportunity for the public to speak for a maximum of three (3) minutes, unless granted additional time at the discretion of the Board. Testimony shall be limited in content to matters pertaining to Memphis Merit Academy. The Board may not take any action on matters discussed during the public testimony period that are not listed on the agenda.

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
A. Record Attendance		Timorie Belk	1 m
B. Call the Meeting to Order		Melisa Moore	1 m
C. Approve Minutes	Approve Minutes	Melisa Moore	1 m

	Purpose	Presenter	Time
Approve minutes for MMA September Board of Directors Meeting on September 21, 2023			
II. Monthly Financials			5:33 PM
A. Monthly Financials - Edtec	Vote	Ben Crowe	15 m
B. Presentation of Stacy Richards	Discuss	Tressa Johnson	3 m
Discussion of candidate's background, qualifications and the skills she will bring to the board and the onboarding steps she has underwent to date.			
C. Nomination/Motion for Potential Board Candidate, Stacy Richards	Vote	Melisa Moore	3 m
III. Committee Reports			5:54 PM
A. Development Committee Report	FYI	Timorie Belk	5 m
<ul style="list-style-type: none"> • Capital Campaign • Website updates • Director bios and photos 			
B. Governance Committee Report	FYI	Tressa Johnson	5 m
<ul style="list-style-type: none"> • Board Training Reminders • Bylaws revisions • Board recruiting 			
C. Finance Committee Report	FYI	Angelia Allen	5 m
<ul style="list-style-type: none"> • Board Giving Commitment 			
D. Academic Achievement Committee	FYI	Lashawn Lester	5 m
<ul style="list-style-type: none"> • General Updates/reminders 			
IV. Other Business			6:14 PM
A. CEO/HOS Update	FYI	Lakenna Booker	20 m

	Purpose	Presenter	Time
B. MMARE Financials Presentation by 901 Properties	Discuss	Brook Loper	15 m
V. Closing Items			6:49 PM
A. Adjourn Meeting	Vote		

* 8-44-102. Open meetings -- "Governing body" defined -- "Meeting" defined. (a)All meetings of any governing body are declared to be public meetings open to the public at all times, except as provided by the Constitution of Tennessee...(ii) The provisions of this subdivision (b)(1)(E) shall not be construed to require the disclosure of a trade secret or proprietary information held or used by an association or nonprofit corporation to which this chapter applies. In the event a trade secret or proprietary information is required to be discussed in an open meeting, the association or nonprofit corporation may conduct an executive session to discuss such trade secret or proprietary information; provided that a notice of the executive session is included in the agenda for such meeting. (iii)As used in this subdivision (b) (1) (E): (a)"Proprietary information" means rating information, plans, or proposals; actuarial information; specifications for specific services provided; and any other similar commercial or financial information used in making or deliberating toward a decision by employees, agents or the board of directors of such association or corporation; and which if known to a person or entity outside the association or corporation would give such person or entity an advantage or an opportunity to gain an advantage over the association or corporation when providing or bidding to provide the same or similar services to local governments; and (b)"Trade secret" means the whole or any portion or phrase of any scientific or technical information, design, process, procedure, formula or improvement which is secret and of value. The trier of fact may infer a trade secret to be secret when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

Coversheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for MMA September Board of Directors Meeting on September 21, 2023

APPROVED



Memphis Merit Academy Charter School

Minutes

MMA September Board of Directors Meeting

Date and Time

Thursday September 21, 2023 at 5:30 PM

Location

Memphis Merit Academy (4775 American Way, Memphis, TN 38118)

Directors Present

A. Allen, A. McBride, D. Cavalier, M. Moore, T. Belk, T. Prophet

Directors Absent

L. Lester, T. Johnson

I. Opening Items**A. Record Attendance and Guests****B. Call the Meeting to Order**

M. Moore called a meeting of the board of directors of Memphis Merit Academy Charter School to order on Thursday Sep 21, 2023 at 6:32 PM.

II. Public Comment**A. Public Comment****B. Welcome**

Stacy Richards, potential board member present

III. Agenda

A. Approval of Agenda

A. Allen made a motion to Approve.
A. McBride seconded the motion.
The board **VOTED** to approve the motion.

B. Approve Minutes

D. Cavalier made a motion to Approve.
T. Prophet seconded the motion.
The board **VOTED** to approve the motion.

IV. Monthly Financials

A. Presentation of Monthly Financials

Net 479K decrease to projected operating income. ESSR 3 funding from 2023 moved to 2024 (\$82K) must be spent this year. End of federal Covid relief fund. Added Noble Men, Board on Track, additional janitorial services, reading specialist, etc. Will not need to buy student computers this year. Added positions due to increased Special Education needs. Significant Charter School Growth Fund slated for 2024, but hit in 2023, so we're counting when it was received. Awaiting amount of TISA funding.

Cash deficit projected to be around \$209K. Launching tutoring program for 3rd graders (added \$30K to budget to pay teachers). MMA Real Estate will help fill this deficit. Ended Aug with \$814K. Projected to end FY24 with \$387K, 26 days cash on hand (DCOH).

TISA: per pupil rates fluctuate based on student body. MMA's initial allocation should be based on 347 average daily membership (ADM) with a rate of \$12,149 per ADM (currently forecasting \$11,850 per ADM). Outstanding questions remain around rectifying data discrepancies, outcomes funding, etc. Reviewed allocation calculator.

Biggest risk/uncertainty = enrollment/ADM. FY25 cash flow projected to be tight. Need to expand fundraising capacity. Monitor enrollment and adjust plans as needed.

B. Acceptance of Monthly Financials

A. McBride made a motion to Approve.
A. Allen seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

A. McBride Aye
M. Moore Aye
T. Belk Aye
D. Cavalier Aye
T. Prophet Absent
L. Lester Absent
T. Johnson Absent
A. Allen Aye

V. Approval of New Directors

A. Joseph Mckinney

A. Allen made a motion to Approve.
D. Cavalier seconded the motion.
The board **VOTED** to approve the motion.

VI. Approval of Contracts

A. Schoolmint Contract

Platform used for enrollment. Accepts applications for new students. Vital for compliance when we have a lottery (when there are more applicants than seats). Platform handles the lottery. Also a communication platform. Services have not changed year over year. Typically open 60 new students. Remaining 60 will cover backfill/new families.

A. Allen made a motion to Approve.
D. Cavalier seconded the motion.
The board **VOTED** to approve the motion.

B. Afton Group Financial Strategic Planning Support

Lakenna and Betty training/professional development/advising. Covered by Charter School Growth Fund up to the \$30K contract amount. MMA will pay for anything beyond \$30K. Also available to the Board.

D. Cavalier made a motion to Approve.
A. Allen seconded the motion.
The board **VOTED** to approve the motion.

VII. Committee Updates

A. Governance

In process of onboarding new members. Trainings/onboarding coming for new members. Also, deadline for current board members is due November. 4 hours existing members, six hours for new members. Memphis Shelby County as the authorizer, will now manage.

Melisa will see if Board on Track will keep a list of which members have completed which trainings.

No update on employer review sent to Burch Porter.

B. Academic Achievement

Lashawn absent. No update.

C. Finance

Met 8/25. Working with Burch, Porter and Johnson to get fiscal policies written for MMA real estate.

D. Development

Aiming for launch of Capital Campaign November 1st. Check Box Pro - Lakenna has a meeting. Freelance or college student.

VIII. Other Business - MMA Real Estate, LLC

A. Lease Agreement

Brooke with 901 Properties not able to attend. Betty gave the update. First new tenant. Magic Kids daycare lease agreement has already been executed by property management company. MMA leadership figuring out the logistics. They will take care of updates to the space, per the lease agreement. 901 Properties thought they had previous approval to move forward with new tenants, but we've addressed and it won't move forward in that way in the future - without Board/Lakenna approval. Existing agreement shouldn't hold up as it's not through MMA Real Estate. Lakenna/Betty ensuring we are aligned in the process going forward.

IX. CEO Update

A. Facilities Updates

All demolition has happened at new school site. Playground at the center of the school is in development. Roof has been cut out for the playground. Construction is on schedule. Completing construction in March 2024. Change orders: 1) repairs to the roof (existing conditions need to be repaired). 2) adding a grease trap (no additional costs). Do not anticipate further change orders.

B. Academics

Snapshot of what our state Annual Measurable Objective (AMO) targets are for this year. At least 44 scholars needed to meet AMO for ELA. Reviewed MMA in comparison to other schools in our area. MMA is a level five school - highest rating for growth. While we

aren't proficient in ELA, we are growing students' proficiency. Only 65 schools in Memphis received level five.

3rd Grade TCAP Comparison. Increase in science proficiency, decrease in math proficiency. LIT will help increase students' reading proficiency. Going back to address missed learning so students can reach proficiency.

4th Grade TCAP Comparison (founding 1st grade scholars): Did the best with overall proficiency. Many in "approaching", we plan to get them to proficient.

Reviewed ELA 2023 & 2024 results. As we get new students, we get new gaps that we have to address. Last year math we had 41% 2-3 grade levels behind, this year only 18% behind. Curriculum in place and teacher training happening to ensure scholars have success in math.

Continue to struggle with enrollment - many in our population facing homelessness. Trying to address the various needs of our scholars.

X. Closing Items

A. Adjourn Meeting

Would love to have a visual of the final school. Betty will share.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:40 PM.

Respectfully Submitted,
T. Belk

* 8-44-102. Open meetings -- "Governing body" defined -- "Meeting" defined. (a)All meetings of any governing body are declared to be public meetings open to the public at all times, except as provided by the Constitution of Tennessee...(ii) The provisions of this subdivision (b)(1)(E) shall not be construed to require the disclosure of a trade secret or proprietary information held or used by an association or nonprofit corporation to which this chapter applies. In the event a trade secret or proprietary information is required to be discussed in an open meeting, the association or nonprofit corporation may conduct an executive session to discuss such trade secret or proprietary information; provided that a notice of the executive session is included in the agenda for such meeting. (iii)As used in this subdivision (b) (1) (E): (a)"Proprietary information" means rating information, plans, or proposals; actuarial information; specifications for specific services provided; and any other similar commercial or financial information used in making or deliberating toward a decision by employees, agents or the board of directors of such association or corporation; and which if known to a person or entity outside the association or corporation would give such person or entity an advantage or an opportunity to gain an advantage over the association or corporation when providing or bidding to provide the same or similar services to local governments; and

(b)"Trade secret" means the whole or any portion or phrase of any scientific or technical information, design, process, procedure, formula or improvement which is secret and of value. The trier of fact may infer a trade secret to be secret when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

Coversheet

Monthly Financials - Edtec

Section: II. Monthly Financials
Item: A. Monthly Financials - Edtec
Purpose: Vote
Submitted by:
Related Material: MMA - FY24 September Financials - 20231017.pdf
MMA - FY24 September Financial Update - 20231017.pdf

Memphis Merit Academy
Income Statement
As of Sep FY2024

	Actual			YTD Actual YTD	Budget							
	Jul	Aug	Sep		Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs.	Approved Budget v1 vs.	Current Forecast	% Forecast Spent	
								Current Forecast	Current Forecast	Remaining		
SUMMARY												
Revenue												
Charges for Current Services	-	1,171	-	1,171	75,429	75,054	75,054	-	(375)	73,884	2%	
Other Local Revenues	-	-	2,297	2,297	615,730	294,530	294,530	-	(321,200)	292,233	1%	
State of Tennessee	-	405,018	405,018	810,037	4,443,750	4,455,637	4,218,637	(237,000)	(225,113)	3,408,600	19%	
Federal Government	-	-	-	-	379,721	462,134	462,134	-	82,413	462,134	0%	
Total Revenue	-	406,189	407,315	813,504	5,514,630	5,287,355	5,050,355	(237,000)	(464,275)	4,236,851	16%	
Expenses												
Personnel	209,619	187,529	190,067	587,216	2,509,523	2,648,703	2,635,090	13,613	(125,567)	2,047,874	22%	
Employer Taxes & Employee Benefits	43,405	35,209	22,587	101,201	516,125	531,536	528,951	2,585	(12,826)	427,750	19%	
Contracted Services	95,456	108,197	63,631	267,284	1,469,742	1,517,136	1,531,487	(14,351)	(61,745)	1,264,203	17%	
Supplies & Materials	41,603	57,258	180,469	279,330	658,550	712,402	717,053	(4,651)	(58,503)	437,723	39%	
Other Charges	31,039	85,373	106,346	222,758	313,743	309,455	309,506	(51)	4,238	86,748	72%	
Debt Service	2,538	2,593	2,564	7,695	28,940	28,940	28,940	-	-	21,245	27%	
Capital Expenses	-	17,033	-	17,033	16,000	16,000	17,033	(1,033)	(1,033)	-	100%	
Total Expenses	423,660	493,193	565,663	1,482,516	5,512,623	5,764,172	5,768,060	(3,887)	(255,436)	4,285,543	26%	
Operating Income	(423,660)	(87,005)	(158,348)	(669,013)	2,007	(476,817)	(717,704)	(240,887)	(719,711)	(48,692)		
Fund Balance												
Beginning Balance (Unaudited)					1,055,466	1,263,903	1,263,903					
Operating Income					2,007	(476,817)	(717,704)					
Ending Fund Balance					1,057,473	787,086	546,199					
Fund Balance as a % of Expenses					19.2%	13.7%	9.5%					
Debt Service Coverage Ratio						(2.09)	(4.88)					
Debt Service Coverage Ratio (incl. AR & Investments)												

Memphis Merit Academy
Income Statement
As of Sep FY2024

	Actual			YTD	Budget							
	Jul	Aug	Sep	Actual YTD	Approved	Previous	Current	Previous	Approved	Current	% Forecast	
					Budget v1	Forecast	Forecast	Forecast vs. Current Forecast	Budget v1 vs. Current Forecast	Forecast Remaining	Spent	
KEY ASSUMPTIONS												
Enrollment Breakdown												
K					66	66	66	-	-			
1					90	90	90	-	-			
2					60	60	60	-	-			
3					60	60	60	-	-			
4					90	90	90	-	-			
5					29	29	29	-	-			
Total Enrolled					395	395	395	-	-			
ADM %					94.9%	94.9%	89.9%	-5.1%	-5.1%			
Total ADM					375.0	375.0	355.0	(20.0)	(20.0)			

Memphis Merit Academy
Income Statement
As of Sep FY2024

		Actual			YTD	Budget						
		Jul	Aug	Sep	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Forecast Spent
REVENUE												
Charges for Current Services												
43518	Tuition - After School Program	-	1,171	-	1,171	35,000	35,000	35,000	-	-	33,829	3%
43519	Student Activity Fees	-	-	-	-	15,458	15,000	15,000	-	(458)	15,000	0%
43521	Basketball Fees	-	-	-	-	1,656	1,656	1,656	-	-	1,656	0%
43522	Cheerleading Fees	-	-	-	-	2,901	2,901	2,901	-	-	2,901	0%
43525	A la Carte Sales	-	-	-	-	12,356	12,439	12,439	-	83	12,439	0%
43526	Field Trips	-	-	-	-	395	395	395	-	-	395	0%
43527	Uniforms	-	-	-	-	7,663	7,663	7,663	-	-	7,663	0%
	SUBTOTAL - Charges for Current Services	-	1,171	-	1,171	75,429	75,054	75,054	-	(375)	73,884	2%
Other Local Revenues												
44146	E-Rate Funding	-	-	-	-	5,130	5,130	5,130	-	-	5,130	0%
44570.1	Board Contributions	-	-	-	-	10,000	10,000	10,000	-	-	10,000	0%
44570.2	School Fundraisers	-	-	-	-	20,000	20,000	20,000	-	-	20,000	0%
44570.3	Foundations	-	-	-	-	580,600	259,400	259,400	-	(321,200)	259,400	0%
44999	Other Local Revenue - Uncategorized	-	-	2,297	2,297	-	-	-	-	-	(2,297)	
	SUBTOTAL - Other Local Revenues	-	-	2,297	2,297	615,730	294,530	294,530	-	(321,200)	292,233	1%
State of Tennessee												
46200	Public Safety Grants	-	-	-	-	-	11,887	11,887	-	11,887	11,887	0%
46510	TISA	-	405,018	405,018	810,037	4,443,750	4,443,750	4,206,750	(237,000)	(237,000)	3,396,713	19%
	SUBTOTAL - State of Tennessee	-	405,018	405,018	810,037	4,443,750	4,455,637	4,218,637	(237,000)	(225,113)	3,408,600	19%
Federal Government												
47141	Title I - Grants to Local Education Agencies	-	-	-	-	213,665	216,147	216,147	-	2,482	216,147	0%
47590	ESSER	-	-	-	-	166,056	245,987	245,987	-	79,931	245,987	0%
	SUBTOTAL - Federal Government	-	-	-	-	379,721	462,134	462,134	-	82,413	462,134	0%
	TOTAL REVENUE	-	406,189	407,315	813,504	5,514,630	5,287,355	5,050,355	(237,000)	(464,275)	4,236,851	16%

Memphis Merit Academy
Income Statement
As of Sep FY2024

		Actual			YTD	Budget						
		Jul	Aug	Sep	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Forecast Spent
EXPENSES												
Personnel												
104	Principal	14,780	9,780	9,780	34,340	117,361	122,361	122,361	-	(5,000)	88,021	28%
105	Supervisor-Director	41,646	29,061	26,436	97,142	560,594	330,166	330,666	(500)	229,928	233,523	29%
116	Teachers	67,745	82,229	80,483	230,457	981,259	1,086,609	1,054,596	32,013	(73,336)	824,139	22%
123	Guidance Personnel	6,083	5,678	6,083	17,844	60,032	72,595	72,595	-	(12,563)	54,750	25%
134	Instructional Coaching	20,319	12,259	11,842	44,420	-	151,036	151,036	-	(151,036)	106,616	29%
162	Clerical Personnel	10,223	7,628	9,453	27,305	127,093	149,186	171,362	(22,176)	(44,269)	144,057	16%
163	Interventionists (General Ed)	25,831	16,051	16,495	58,377	219,341	241,129	239,186	1,944	(19,845)	180,808	24%
166	Custodial Personnel	5,493	5,493	5,493	16,478	65,912	65,912	65,912	-	-	49,434	25%
169	Part-time Personnel	-	-	2,544	2,544	-	55,653	54,320	1,332	(54,320)	51,777	5%
172	Special Education Personnel	17,499	19,351	21,458	58,308	275,534	251,653	251,653	-	23,881	193,345	23%
174	Summer School Stipends	-	-	-	-	77,403	77,403	77,403	-	-	77,403	0%
181	Bonuses & Extra Pay	-	-	-	-	24,994	45,000	44,000	1,000	(19,006)	44,000	0%
	SUBTOTAL - Personnel	209,619	187,529	190,067	587,216	2,509,523	2,648,703	2,635,090	13,613	(125,567)	2,047,874	22%
Employer Taxes & Employee Benefits												
201	Social Security	12,671	11,206	11,400	35,277	155,590	164,220	163,376	844	(7,785)	128,099	22%
204	State Retirement	16,578	14,985	15,296	46,859	209,378	211,286	209,533	1,753	(155)	162,674	22%
207	Medical Insurance	10,840	5,963	(7,020)	9,783	106,488	107,406	107,406	-	(918)	97,623	9%
210	Unemployment Compensation	354	433	245	1,032	8,280	10,218	10,428	(210)	(2,148)	9,395	10%
212	Employer Medicare	2,963	2,621	2,666	8,250	36,388	38,406	38,209	197	(1,821)	29,959	22%
	SUBTOTAL - Employer Taxes & Employee Benefits	43,405	35,209	22,587	101,201	516,125	531,536	528,951	2,585	(12,826)	427,750	19%
Contracted Services												
305	Audit Services	-	-	-	-	17,500	17,500	17,500	-	-	17,500	0%
306	Bank Charges	361	15	40	416	1,200	1,200	1,200	-	-	784	35%
308	Consultants	9,000	11,409	-	20,409	32,640	51,640	51,640	-	(19,000)	31,231	40%
308.2	E-Rate Consultant	-	-	-	-	1,529	1,529	1,529	-	-	1,529	0%
308.3	Operations Support	4,595	-	-	4,595	-	7,500	7,500	-	(7,500)	2,905	61%
308.4	Substitutes	6,000	-	-	6,000	30,000	6,000	6,000	-	24,000	-	100%
308.5	Majorette/Dance Program	-	-	-	-	14,456	14,456	14,456	-	-	14,456	0%
308.6	Physical Education Contractor	-	-	4,858	4,858	43,848	43,848	43,848	-	-	38,990	11%
312	SEL Curriculum	-	-	-	-	6,588	6,588	6,588	-	-	6,588	0%
316	Contracts with Special Education Providers	5,574	(2,410)	-	3,164	38,743	55,743	55,743	-	(17,000)	52,578	6%
322	Evaluation & Testing	-	-	2,191	2,191	50,000	50,000	50,000	-	-	47,809	4%
324	Financial Services	7,971	7,971	7,971	23,912	95,650	95,650	95,650	-	-	71,738	25%
325	Fiscal Agent Charges	-	-	-	-	35,000	35,000	35,000	-	-	35,000	0%
328	Janitorial Services	5,300	2,800	-	8,100	21,590	33,890	33,890	-	(12,300)	25,790	24%
328.2	Landscaping Services	-	-	-	-	2,030	2,030	2,030	-	-	2,030	0%
328.3	Pest Control	-	-	99	99	2,436	2,436	2,436	-	-	2,337	4%
330	Operating Lease Payments	30,000	57,001	-	87,001	560,736	560,736	560,736	-	-	473,735	16%
331	Legal Services	-	3,203	-	3,203	10,000	10,000	10,000	-	-	6,797	32%
335	Maintenance & Repair Services - Building	5,048	3,100	3,027	11,175	20,000	20,000	15,000	5,000	5,000	3,825	75%
340	Medical and Dental Services	840	2,691	6,182	9,712	65,000	65,000	65,000	-	-	55,288	15%
348	Postal Charges	-	-	138	138	2,005	2,005	2,005	-	-	1,866	7%
355	Travel	-	-	-	-	1,827	1,827	1,827	-	-	1,827	0%
361	Permits	-	-	-	-	508	508	508	-	-	508	0%
375	Enrollment Platforms/SIS	-	3,854	10,992	14,846	37,147	37,147	37,147	-	-	22,302	40%
377	Field Trips	7,617	391	-	8,008	18,000	18,000	18,000	-	-	9,992	44%
378	Fundraising Expenses	-	-	-	-	906	983	983	-	(77)	983	0%
380	Internet & Website Fees	9,458	173	7,203	16,834	853	12,326	16,834	(4,508)	(15,981)	(0)	100%
383	Payroll Services	337	3,765	373	4,476	4,669	6,496	6,699	(203)	(2,030)	2,223	67%
384	Prior Year Expense - not accrued	-	4,115	14,639	18,755	-	4,115	18,755	(14,639)	(18,755)	-	100%
385	Security	-	82	1,920	2,002	51,500	51,500	51,500	-	-	49,498	4%
386	Sports	-	-	-	-	13,267	13,267	13,267	-	-	13,267	0%
387	Staff Recruiting	2,632	5,297	-	7,929	13,195	11,297	11,297	-	1,898	3,368	70%

Memphis Merit Academy
Income Statement
As of Sep FY2024

	Actual			YTD Actual YTD	Budget							
	Jul	Aug	Sep		Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs.	Approved Budget v1 vs.	Current Forecast	% Forecast Spent	
								Current Forecast	Current Forecast	Remaining		
388.1	Student Recruitment	-	3,968	-	3,968	25,000	25,000	25,000	-	-	21,032	16%
388.3	Parent Meetings	-	-	-	-	5,500	5,500	5,500	-	-	5,500	0%
391	Technology Services	722	771	3,997	5,489	74,420	74,420	74,420	-	(0)	68,931	7%
394	Tutor	-	-	-	-	172,000	172,000	172,000	-	-	172,000	0%
SUBTOTAL - Contracted Services		95,456	108,197	63,631	267,284	1,469,742	1,517,136	1,531,487	(14,351)	(61,745)	1,264,203	17%
Supplies & Materials												
410	Custodial Supplies	2,685	1,967	-	4,652	22,000	22,000	22,000	-	-	17,348	21%
418.1	Copier Lease	37	20,533	4,228	24,798	54,810	54,810	54,810	-	-	30,012	45%
429	Response to Intervention	-	-	-	-	6,009	6,009	6,009	-	-	6,009	0%
432	SPED Materials	-	-	-	-	7,200	7,200	7,200	-	-	7,200	0%
432.1	Library Books	-	-	-	-	6,598	6,598	6,598	-	-	6,598	0%
435	Office Supplies	794	1,249	-	2,043	8,374	8,374	8,374	-	-	6,331	24%
451	Uniforms	-	-	-	-	5,000	5,000	5,000	-	-	5,000	0%
452	Utilities	4,824	-	-	4,824	72,765	72,765	72,765	-	-	67,941	7%
452.2	Internet	240	480	-	720	7,917	7,917	7,917	-	-	7,197	9%
452.3	Waste	-	-	-	-	4,263	4,263	4,263	-	-	4,263	0%
452.5	Cell Phone Service	-	-	-	-	3,045	3,045	3,045	-	-	3,045	0%
481	Instructional Supplies & Materials	11,600	21,916	75,746	109,262	49,519	106,664	111,454	(4,790)	(61,936)	2,192	98%
481.2	Printing Paper	-	-	-	-	12,028	12,028	12,028	-	-	12,028	0%
482	Enrichment Supplies	913	4,137	-	5,049	15,000	30,000	30,000	-	(15,000)	24,951	17%
482.1	Building Decorum	-	524	-	524	2,500	2,500	2,500	-	-	1,976	21%
482.2	Gifts & Awards	-	-	-	-	19,244	20,000	20,000	-	(756)	20,000	0%
492	Professional Development Supplies	19,209	500	100,495	120,203	313,750	313,750	313,750	-	-	193,547	38%
494	Equipment - Computers	-	5,240	-	5,240	10,500	10,500	10,500	-	-	5,260	50%
494.1	Student Computers	-	-	-	-	20,000	-	-	-	20,000	-	-
499.1	Staff Gifts and Awards	1,301	713	-	2,014	18,029	18,979	18,840	139	(812)	16,826	11%
SUBTOTAL - Supplies & Materials		41,603	57,258	180,469	279,330	658,550	712,402	717,053	(4,651)	(58,503)	437,723	39%
Other Charges												
506	Liability Insurance	18,925	8,532	-	27,458	40,216	40,216	40,216	-	-	12,758	68%
514	Depreciation	-	-	-	-	272,360	267,615	267,615	-	4,745	267,615	0%
533	Criminal Investigation of Applicants	74	-	-	74	1,167	1,624	1,675	(51)	(508)	1,600	4%
599	All Other Charges	12,039	76,841	106,346	195,226	-	-	-	-	-	(195,226)	-
SUBTOTAL - Other Charges		31,039	85,373	106,346	222,758	313,743	309,455	309,506	(51)	4,238	86,748	72%
Debt Service												
604	Hope Loan Interest	2,538	2,593	2,564	7,695	28,940	28,940	28,940	-	-	21,245	27%
SUBTOTAL - Debt Service		2,538	2,593	2,564	7,695	28,940	28,940	28,940	-	-	21,245	27%
Capital Expenses												
711	Furniture & Fixtures	-	17,033	-	17,033	16,000	16,000	17,033	(1,033)	(1,033)	-	100%
SUBTOTAL - Capital Expenses		-	17,033	-	17,033	16,000	16,000	17,033	(1,033)	(1,033)	-	100%
TOTAL EXPENSES		423,660	493,193	565,663	1,482,516	5,512,623	5,764,172	5,768,060	(3,887)	(255,436)	4,285,543	26%

Memphis Merit Academy
Current Forecast - Detail
As of Sep FY2024

	Current Forecast	Notes
REVENUE		
Charges for Current Services		
43518 Tuition - After School Program	35,000	
43519 Student Activity Fees	15,000	
43521 Basketball Fees	1,656	
43522 Cheerleading Fees	2,901	
43525 A la Carte Sales	12,439	
43526 Field Trips	395	
43527 Uniforms	7,663	
SUBTOTAL - Charges for Current Services	75,054	
Other Local Revenues		
44146 E-Rate Funding	5,130	
Ongoing reimbursements	5,130	
44570 Board Contributions	10,000	
44570 School Fundraisers	20,000	
Development Campaign	20,000	
44570 Foundations	259,400	
Charter School Growth Fund Seed Funding	100,000	
Summer Boost Grant	98,400	
CSGF Lit	61,000	
SUBTOTAL - Other Local Revenues	294,530	
State of Tennessee		
46200 Public Safety Grants	11,887	
46510 TISA	4,206,750	
SUBTOTAL - State of Tennessee	4,218,637	
Federal Government		
47141 Title I - Grants to Local Education Agencies	216,147	
Prelim Allocation	213,665	
Family Engagement	2,482	
47590 ESSER	245,987	
ESSER 3 - \$958,491 allocation	245,987	
SUBTOTAL - Federal Government	462,134	
Other Sources - Non Revenue		
SUBTOTAL - Other Sources - Non Revenue	-	
TOTAL REVENUE	5,050,355	
EXPENSES		
Personnel		
104 Principal	122,361	
105 Supervisor-Director	330,666	FY24: Dir. Fin/Ops; Dir. Lower School; Dean of Special Pops; Dean of Students; 2 Inst. Coaches; 2 Leaders in Residence
116 Teachers	1,054,596	FY24: 15 Lead Teachers; 1 Foreign Language; 1 Music; 1 Reading Specialist
123 Guidance Personnel	72,595	FY24: 1 School Counselor
134 Instructional Coaching	151,036	
162 Clerical Personnel	171,362	FY24: 2 Office Mgrs; 1 Ops Mgr
163 Interventionists (General Ed)	239,186	FY24: 8 Interventionists
166 Custodial Personnel	65,912	
169 Part-time Personnel	54,320	
172 Special Education Personnel	251,653	FY24: 2 SPED Teachers; 1 Interventionist; 1 ELL Instructor; 1 SPED Asst
174 Summer School Stipends	77,403	
181 Bonuses & Extra Pay	44,000	
SUBTOTAL - Personnel	2,635,090	
Employer Taxes & Employee Benefits		
201 Social Security	163,376	
204 State Retirement	209,533	
207 Medical Insurance	107,406	FY24: avg employer contr: \$3,672
210 Unemployment Compensation	10,428	
212 Employer Medicare	38,209	
SUBTOTAL - Employer Taxes & Employee Benefits	528,951	
Contracted Services		
305 Audit Services	17,500	Audit and 990
306 Bank Charges	1,200	CC finance charges and other bank fees
308 Consultants	51,640	Checkbox Pro, Gwin-Miller, other
Checkbox Pro	32,640	
Gwin-Miller/Chitman/etc	10,000	
Developing Noble Men	9,000	
308.2 E-Rate Consultant	1,529	
Baseline annual fees (Educational Consulting Assoc)	1,529	
308.3 Operations Support	7,500	operations intern support
308.4 Substitutes	6,000	Strive summer programming
308.5 Majorette/Dance Program	14,456	
Monthly cost (\$600/mo)	6,181	
Uniforms/costumes	8,274	
308.6 Physical Education Contractor	43,848	Sherika Fitness
312 SEL Curriculum	6,588	
316 Contracts with Special Education Providers	55,743	
322 Evaluation & Testing	50,000	Curriculum Associates (iReady); Instructure; U Chicago Impact data mgmt

	iReady (Curriculum Associates)	20,000	
	Instructure	12,000	
	Uchicago Impact	8,000	
	Other	10,000	
324	Financial Services	95,650	EdTec
325	Fiscal Agent Charges	35,000	Authorizer Fee
328	Janitorial Services	33,890	
	Regular supports (Quality Assurance)	28,800	
	Floor - stripping & waxing x2/year	4,060	
	Misc	1,030	
328.2	Landscaping Services	2,030	
328.3	Pest Control	2,436	
330	Operating Lease Payments	560,736	
	Annual rent for 4089 American Way	186,736	
	Annual rent for 4775 American Way	180,000	66 month lease; commenced 4/1/19
	LLC Operating Gap	194,000	
331	Legal Services	10,000	Burch, Porter, & Johnson
335	Maintenance & Repair Services - Building	15,000	
340	Medical and Dental Services	65,000	Well Child Nurse
348	Postal Charges	2,005	
355	Travel	1,827	
361	Permits	508	
375	Enrollment Platforms/SIS	37,147	SchoolMint; Schoolrunner; Seesaw, Deans List; Pikmykid
	Schoolrunner	10,737	
	SchoolMint	10,497	
	Bloomz	1,500	
	Misc	2,000	
	Deans List	10,463	
	Pikmykid	1,950	
377	Field Trips	18,000	
378	Fundraising Expenses	983	
380	Internet & Website Fees	16,834	
	General Monthly Fees	5,408	Board on Track, Zoom, general monthly subscription fees
	Zoom	2,250	
	Board on Track	9,176	
383	Payroll Services	6,699	
384	Prior Year Expense - not accrued	18,755	
385	Security	51,500	Clarion Security
386	Sports	13,267	
387	Staff Recruiting	11,297	Indeed
388.1	Student Recruitment	25,000	Taylor Wiz
	Taylor Wiz	25,000	
388.3	Parent Meetings	5,500	Smore
391	Technology Services	74,420	Wired Tech Partners; 8x8; Comcast
	Wired Tech Partners - monthly fees	48,720	
	Wired Tech Partners - additional	13,595	
	8x8 VOIP	6,000	
	Comcast	1,218	
	Miscellaneous	4,887	
394	Tutor	172,000	OYM
	OYM Tutoring	172,000	
	SUBTOTAL - Contracted Services	1,531,487	
	Supplies & Materials		
410	Custodial Supplies	22,000	
418.1	Copier Lease	54,810	DEX, Great American Financial Svcs
429	Response to Intervention	6,009	NWEA MAP: Illuminate Fast Bridge
432	SPED Materials	7,200	
432.1	Library Books	6,598	
	\$40/student library books	6,598	
435	Office Supplies	8,374	
451	Uniforms	5,000	
452	Utilities	72,765	
452.2	Internet	7,917	
452.3	Waste	4,263	
	Monthly waste	3,045	
	Shred-it	1,218	
452.5	Cell Phone Service	3,045	Verizon
481	Instructional Supplies & Materials	111,454	
	General	54,308	
	HMH Curriculum	57,146	
481.2	Printing Paper	12,028	
482	Enrichment Supplies	30,000	
482.1	Building Decorum	2,500	
482.2	Gifts & Awards	20,000	
492	Professional Development Supplies	313,750	
	Baseline Leadership Training	50,750	
	Array Education (Lit Program)	263,000	
494	Equipment - Computers	10,500	
	New Computers	10,500	
499.1	Staff Gifts and Awards	18,840	
	SUBTOTAL - Supplies & Materials	717,053	
	Other Charges		
506	Liability Insurance	40,216	
	monthly cost	12,000	
	umbrella	25,375	
	additional annual	2,841	
514	Depreciation	267,615	
533	Criminal Investigation of Applicants	1,675	
	SUBTOTAL - Other Charges	309,506	
	Debt Service		
604	Hope Loan Interest	28,940	

SUBTOTAL - Debt Service	<u><u>28,940</u></u>
Capital Expenses	
711 Furniture & Fixtures	17,033
SUBTOTAL - Capital Expenses	<u><u>17,033</u></u>
TOTAL EXPENSES	<u><u>5,768,060</u></u>
OPERATING INCOME	<u><u>(717,704)</u></u>

Memphis Merit Academy
Monthly Cash Forecast
As of Sep FY2024

	2023-24														Forecast	Remaining Balance
	Actuals & Forecast															
	Jul Actuals	Aug Actuals	Sep Actuals	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast	Forecast	Forecast		
Beginning Cash	492,039	620,743	813,882	881,405	335,000	386,499	174,585	231,648	294,595	366,728	418,076	62,357				
REVENUE																
Charges for Current Services	-	1,171	-	9,992	7,367	7,367	7,367	7,367	7,367	7,367	7,367	12,320	75,054	-		
Other Local Revenues	-	-	2,297	(2,297)	-	139,700	-	-	-	-	-	154,830	294,530	-		
State of Tennessee	-	405,018	405,018	424,589	424,589	424,589	424,589	424,589	424,589	424,589	424,589	436,476	4,218,637	-		
Federal Government	-	-	-	-	46,213	46,213	46,213	46,213	46,213	46,213	46,213	46,213	462,134	92,427		
TOTAL REVENUE	-	406,189	407,315	432,285	478,170	617,870	478,170	478,170	478,170	478,170	53,581	649,839	5,050,355	92,427		
EXPENSES																
Personnel	209,619	187,529	190,067	204,789	209,773	241,023	209,773	209,773	209,773	209,773	209,773	343,426	2,635,090	-		
Employer Taxes & Employee Benefits	43,405	35,209	22,587	60,272	42,719	47,594	42,719	42,719	42,719	42,719	42,719	63,571	528,951	-		
Contracted Services	95,456	108,197	63,631	234,720	126,151	157,984	133,414	125,150	117,442	134,499	121,220	113,623	1,531,487	-		
Supplies & Materials	41,603	57,258	180,469	192,419	35,472	30,619	27,862	29,045	29,866	33,594	29,351	29,497	717,053	-		
Other Charges	31,039	85,373	106,346	(171,182)	27,660	22,444	22,444	23,641	21,341	21,341	21,341	97,717	309,506	-		
Debt Service	2,538	2,593	2,564	2,453	2,504	2,394	2,444	2,413	2,152	2,351	2,245	2,288	28,940	-		
Capital Expenses	-	17,033	-	-	-	-	-	-	-	-	-	-	17,033	-		
TOTAL EXPENSES	423,660	493,193	565,663	523,470	444,279	502,058	438,655	432,741	423,293	444,277	426,648	650,122	5,768,060	-		
Operating Cash Inflow (Outflow)	(423,660)	(87,005)	(158,348)	(91,185)	33,891	115,812	39,515	45,429	54,877	33,893	(373,068)	(282)	(717,704)	92,427		
Revenues - Prior Year Accruals	365,055	59,130	-	(11,700)	-	-	-	-	-	-	-	-	-	-		
Other Assets	9,176	-	-	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	3,418	13,205	(13,100)	18,779	22,301	22,301	22,301	22,301	22,301	22,301	22,301	89,205	-	-		
Expenses - Prior Year Accruals	(8,989)	(9,429)	(10,845)	5,886	-	-	-	-	-	-	-	-	-	-		
Accounts Payable - Current Year	(91,497)	221,841	(90,775)	(183,579)	-	-	-	-	-	-	-	-	-	-		
Loans Payable (Long Term)	(4,659)	(4,604)	(4,633)	(4,745)	(4,693)	(4,803)	(4,754)	(4,784)	(5,045)	(4,846)	(4,952)	(4,909)	-	-		
Other Liabilities	279,861	-	345,224	(279,861)	-	(345,224)	-	-	-	-	-	-	-	-		
Ending Cash	620,743	813,882	881,405	335,000	386,499	174,585	231,648	294,595	366,728	418,076	62,357	146,371				
Days Cash on Hand	41	54	58	22	26	12	15	20	24	28	4	10				

Memphis Merit Academy
Monthly Cash Forecast
As of Sep FY2024

	2024-25												Forecast	Remaining Balance
	Actuals & Forecast													
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast		
Beginning Cash	146,371	(302,946)	(276,991)	(279,475)	(233,991)	(151,980)	(67,625)	19,279	113,650	217,347	300,208	(118,315)		
REVENUE														
Charges for Current Services	10,018	10,018	7,107	7,107	4,482	4,482	4,482	4,482	4,482	4,482	4,482	9,434	75,054	-
Other Local Revenues	-	-	-	-	-	60,000	-	-	-	-	-	75,130	135,130	-
State of Tennessee	-	494,990	494,990	518,909	518,909	518,909	518,909	518,909	518,909	518,909	-	518,909	5,141,250	-
Federal Government	-	-	-	-	26,113	26,113	26,113	26,113	26,113	26,113	26,113	26,113	261,129	52,226
TOTAL REVENUE	10,018	505,009	502,097	526,015	549,503	609,503	549,503	549,503	549,503	549,503	30,594	629,585	5,612,563	52,226
EXPENSES														
Personnel	238,901	239,288	239,288	239,288	239,288	270,913	239,288	239,288	239,288	239,288	239,288	389,266	3,052,671	-
Employer Taxes & Employee Benefits	49,452	49,513	49,513	49,513	49,513	54,458	49,513	49,513	49,513	49,513	49,513	72,967	622,492	-
Contracted Services	127,881	138,609	144,928	156,933	135,609	166,916	143,736	133,852	126,029	143,079	129,863	126,494	1,673,929	-
Supplies & Materials	71,501	74,773	63,655	27,456	30,446	25,519	22,721	23,922	24,755	28,539	24,232	24,380	441,899	-
Other Charges	24,317	12,300	3,640	3,785	9,079	3,785	3,785	5,000	2,666	2,666	2,666	12,280	85,967	-
Debt Service	2,184	2,225	2,194	2,092	2,129	2,029	2,064	2,031	1,805	1,964	1,868	1,897	24,482	-
Capital Expenses	-	17,288	-	-	-	-	-	-	-	-	-	-	17,288	-
TOTAL EXPENSES	514,237	533,996	503,217	479,066	466,063	523,620	461,106	453,605	444,055	465,048	447,429	627,285	5,918,729	-
Operating Cash Inflow (Outflow)	(504,218)	(28,987)	(1,120)	46,949	83,440	85,883	88,397	95,898	105,448	84,455	(416,835)	2,301	(306,165)	52,226
Revenues - Prior Year Accruals	56,275	56,275	-	-	-	-	-	-	-	-	-	-	-	-
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Assets	3,640	3,640	3,640	3,640	3,640	3,640	3,640	3,640	3,640	3,640	3,640	3,640	3,640	-
Expenses - Prior Year Accruals	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loans Payable (Long Term)	(5,013)	(4,972)	(5,004)	(5,105)	(5,068)	(5,168)	(5,133)	(5,166)	(5,392)	(5,233)	(5,329)	(5,301)	-	-
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	(302,946)	(276,991)	(279,475)	(233,991)	(151,980)	(67,625)	19,279	113,650	217,347	300,208	(118,315)	(117,675)		
Days Cash on Hand	-19	-17	-17	-15	-9	-4	1	7	14	19	-7	-7		

Memphis Merit Academy

Balance Sheet

As of Sep FY2024

	Jun FY2023	Sep FY2024	YTD Change
ASSETS			
Cash Balance	492,039	881,405	389,366
Current Assets	2,134,486	1,701,125	(433,360)
Capital Assets	1,198,804	1,195,281	(3,523)
Other Assets	3,307,885	3,307,885	-
TOTAL ASSETS	7,133,213	7,085,696	(47,517)
LIABILITIES & EQUITY			
Accounts Payable	91,200	143,082	51,882
Accrued Accounts Payable	23,377	(5,886)	(29,263)
Credit Card Payable	24,926	15,873	(9,053)
Payroll Deductions Payable	27,884	24,624	(3,260)
Other Current Liabilities	592,231	592,231	-
Notes Payable	707,868	707,868	-
Other Liabilities	774,915	1,400,000	625,085
Long-Term Liabilities	3,856,614	3,842,718	(13,896)
Beginning Net Assets	935,619	1,034,199	98,580
Net Income (Loss) to Date	98,580	(669,013)	(767,592)
TOTAL LIABILITIES & EQUITY	7,133,213	7,085,696	(47,517)

Memphis Merit Academy

September 2023

Financial Update

BEN CROWE

OCTOBER 19, 2023



Contents



- 1. FY24 Budget vs. Current Forecast**
- 2. Previous Forecast vs. Current Forecast**
- 3. FY24 Monthly Cash Projections**
- 4. FY24 Financial Dashboard**
- 5. Financial Summary**

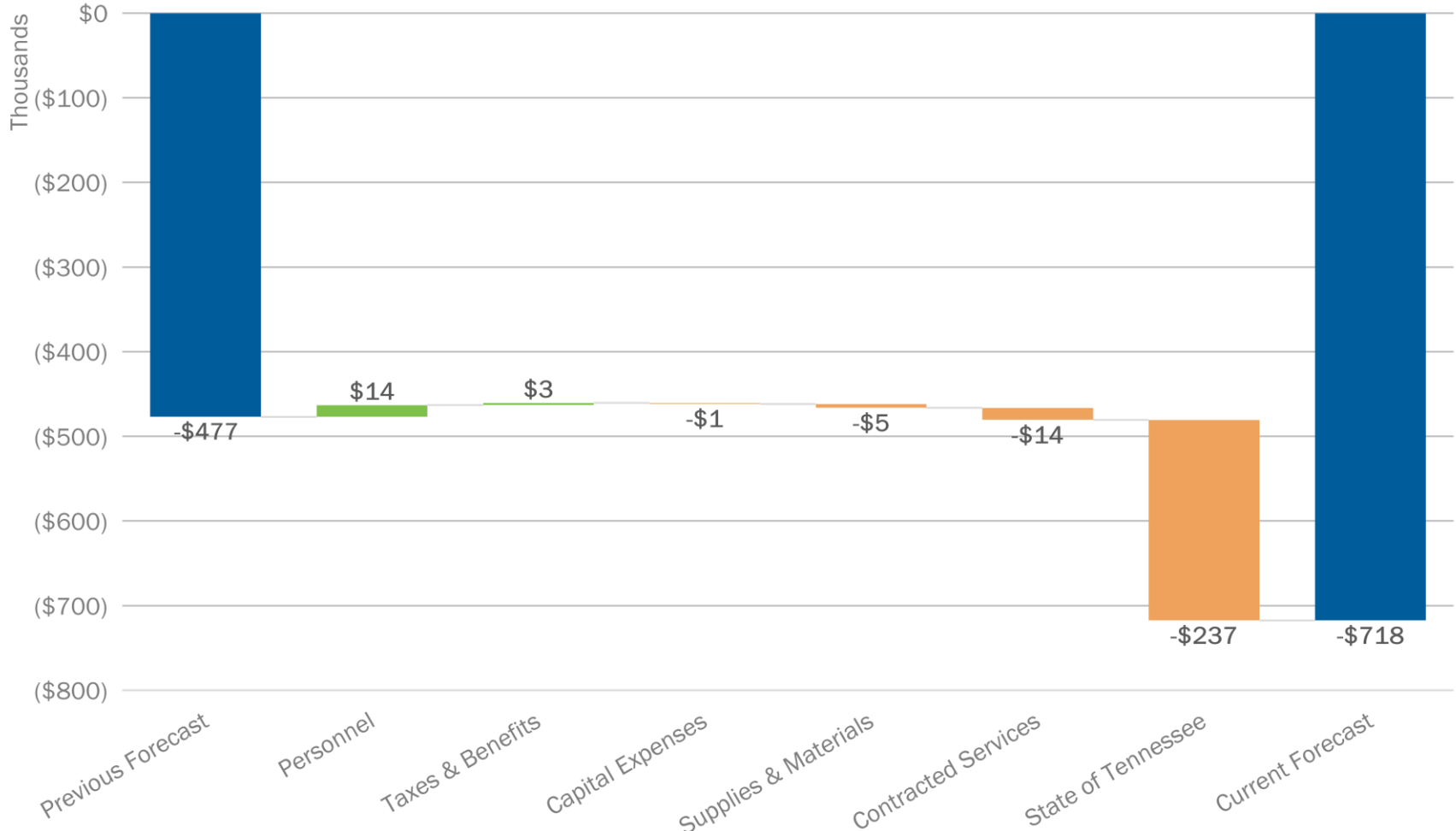
FY24 Budget vs. Current Forecast



		2023-24	2023-24	Variance
		Budget	Current Forecast	
Revenue	Charges for Current Services	75,429	75,054	(375)
	Other Local Revenues	615,730	294,530	(321,200)
	State of Tennessee	4,443,750	4,218,637	(225,113)
	Federal Government	379,721	462,134	82,413
	Total Revenue	5,514,630	5,050,355	(464,275)
Expenses	Personnel	2,509,523	2,635,090	(125,567)
	Employer Taxes & Employee Benefits	516,125	528,951	(12,826)
	Contracted Services	1,469,742	1,531,487	(61,745)
	Supplies & Materials	658,550	717,053	(58,503)
	Other Charges	313,743	309,506	4,238
	Debt Service	28,940	28,940	-
	Capital Expenses	16,000	17,033	(1,033)
	Total Expenses	5,512,623	5,768,060	(255,436)
Operating Income		2,007	(717,704)	(719,711)
	Beginning Balance (Unaudited)	1,055,466	1,263,903	208,437
	Operating Income	2,007	(717,704)	(719,711)
Ending Fund Balance (incl. Depreciation)		1,057,473	546,199	(511,274)
Ending Fund Balance as % of Expenses		19.2%	9.5%	-9.7%

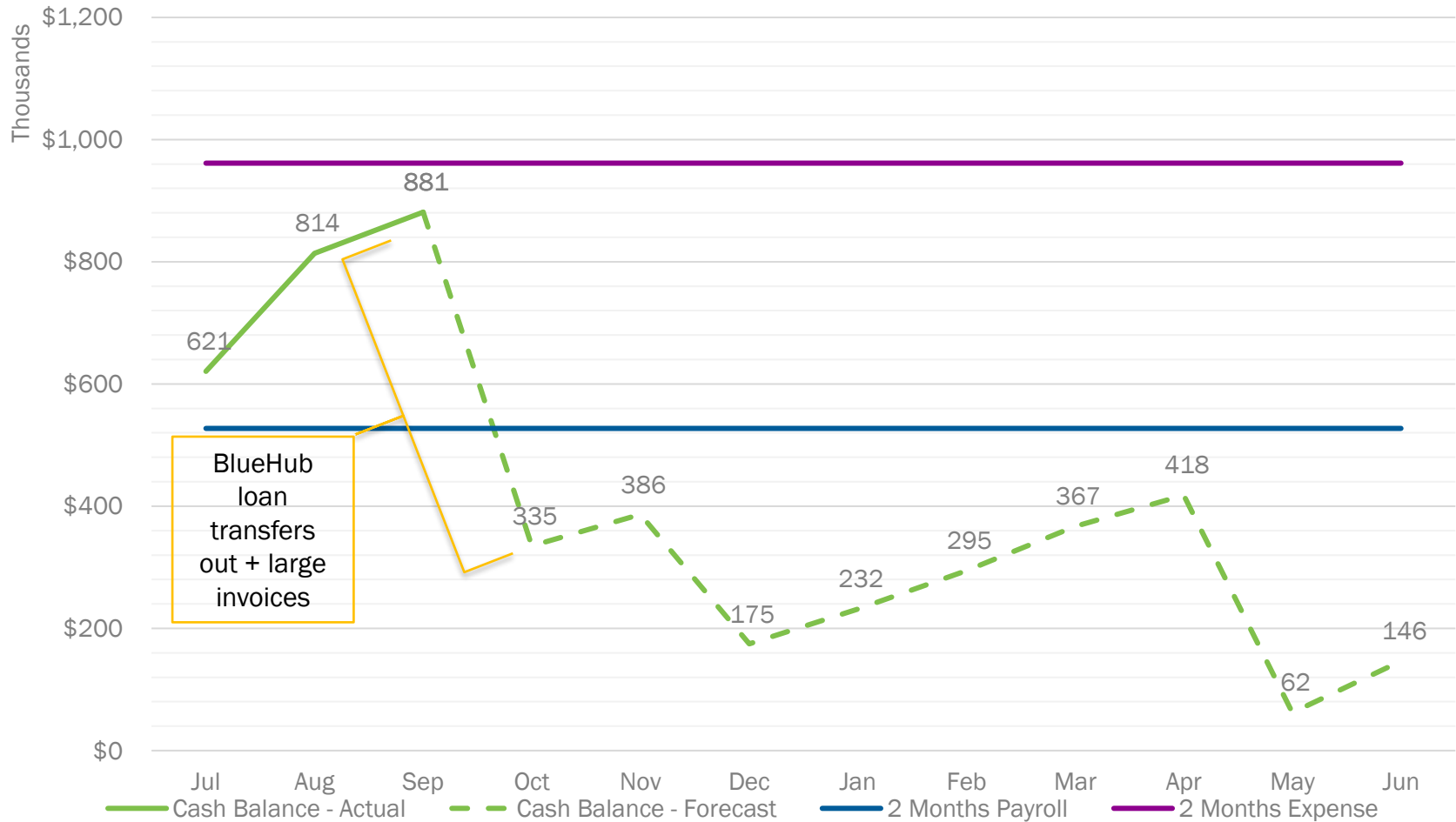
Previous Forecast vs. Current Forecast

Net \$241K decrease to projected operating income



FY24 Monthly Cash Projections

Ended Sep with \$881K; projecting to end FY24 with \$146K



FY24 Financial Dashboard



				2023-24 Board Meetings					
	Metric	Target	Legend	Oct	Nov	Dec	Jan	Feb	Mar
Revenue	Enrollment	395	<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="display: flex; align-items: center;"> >390</div> <div style="display: flex; align-items: center;"> 375-390</div> <div style="display: flex; align-items: center;"> <375</div> </div>	355					
	ADM	95%	<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="display: flex; align-items: center;"> >95%</div> <div style="display: flex; align-items: center;"> 90-95%</div> <div style="display: flex; align-items: center;"> <90%</div> </div>	89.9%					
	Fundraising	\$30,000	<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="display: flex; align-items: center;"> >100%</div> <div style="display: flex; align-items: center;"> 80-100%</div> <div style="display: flex; align-items: center;"> <80%</div> </div>	0.0%					
Expenses	Expense variance to budget (exc. dep)	> -5%	<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="display: flex; align-items: center;"> >-4%</div> <div style="display: flex; align-items: center;"> -5% to -4%</div> <div style="display: flex; align-items: center;"> <-5%</div> </div>	-4.6%					
Ops	Uncategorized revenue & expense	<\$10,000	<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="display: flex; align-items: center;"> <\$10,000</div> <div style="display: flex; align-items: center;"> \$5K-\$10K</div> <div style="display: flex; align-items: center;"> >\$15,000</div> </div>	\$197,523					
Cash	Cash on hand (EOY)	60 days' expense	<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="display: flex; align-items: center;"> >60</div> <div style="display: flex; align-items: center;"> 45-60</div> <div style="display: flex; align-items: center;"> <45</div> </div>	10					
Sustain-ability	Year-end fund balance (forecast)	20% of expenses	<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="display: flex; align-items: center;"> >20%</div> <div style="display: flex; align-items: center;"> 15-20%</div> <div style="display: flex; align-items: center;"> <15%</div> </div>	9.5%					



Financial Summary

Accomplishments

- Kicked off development campaign
- ESSER and Title I budgets submitted to MSCS

Next Steps

- Monitor cash flow over next several months & be prepared to draw on LOC if needed
- Continue student recruitment
- Keep close eye on MMA RE operating income

Goals & Horizon Issues

- Begin strategic budgeting for FY25
- Look for potential grant opportunities, including community development
- Continue working towards audit submission by 12/31

Coversheet

MMARE Financials

Section: IV. Other Business
Item: B. MMARE Financials
Purpose: Discuss
Submitted by:
Related Material: 09Sep MMA tax accrual stmt.pdf
Memphis Merit Academy Real Estate, LLC.pdf
23.09.30AmWaySeptBudgetvsActual.pdf
23.09.30AmWayYTDBudgetvsActual.pdf
23.10.10-Magic Kidz -Commercial Lease Agreement.pdf



Transaction Detail by Account

12/1/2022 - 9/30/2023

901 Properties
9045 Forest Center Dr, STE 102
Germantown, TN 38138

Date	Property or Company	Name	Amount
Equity			
30300 Property Tax Accrued - 30307 American Way Taxes Accrued			
3/15/2023	901 Properties	901 Properties, LLC	4,075.00
4/1/2023	901 Properties	901 Properties, LLC	4,075.00
5/1/2023	901 Properties	901 Properties, LLC	4,075.00
6/5/2023	901 Properties	901 Properties, LLC	4,075.00
7/5/2023	901 Properties	901 Properties, LLC	5,100.00
8/5/2023	901 Properties	901 Properties, LLC	5,400.00
9/5/2023	901 Properties	901 Properties, LLC	5,400.00
Total for 30300 Property Tax Accrued - 30307 American Way Taxes Accrued			\$32,200.00
30300 Property Tax Accrued - 30308 American Way Taxes Paid			
8/4/2023	901 Properties	City of Memphis, Treasurer	0.00
8/29/2023	901 Properties	City of Memphis, Treasurer	(9,963.64)
Total for 30300 Property Tax Accrued - 30308 American Way Taxes Paid			(\$9,963.64)
Total for Equity			\$22,236.36

Rental Owner Statement

901 Properties
 9045 Forest Center Dr, STE 102
 Germantown, TN 38138



Statement period **9/1/2023 - 9/30/2023**

Statement date **10/2/2023**

Memphis Merit Academy Real Estate, LLC

Summary by property

	4089 American Way HSE	4089 American Way-African Braid	4089 American Way-Beautiful Nails	4089 American Way-Jackson Hewitt	4089 American Way-Merit Academy	4089 American Way-Red Diamond Event Hall	4089 American Way-Shakena Glory Church	4089 American Way-Village Mart	4095 American Way-Magic Kidz	All properties
Beginning cash balance	(\$117,978.68)	\$7,728.90	\$7,196.26	\$10,482.67	\$136,745.00	\$11,220.08	\$14,628.42	\$48,891.84	\$2,141.56	\$121,056.05
+ Additions to cash										
Income	0.00	1,500.00	1,393.59	2,265.41	0.00	4,403.00	2,552.00	8,390.00	0.00	20,504.00
Owner contributions	147,978.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	147,978.68
Other additions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
- Subtractions from cash										
Expenses	53,255.27	0.00	125.00	0.00	0.00	0.00	199.00	0.00	0.00	53,579.27
Owner draws	0.00	7,728.90	7,196.26	10,482.67	136,745.00	11,220.08	14,628.42	48,891.84	2,141.56	239,034.73
Other subtractions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending cash balance	(\$23,255.27)	\$1,500.00	\$1,268.59	\$2,265.41	\$0.00	\$4,403.00	\$2,353.00	\$8,390.00	\$0.00	(\$3,075.27)
- Adjustments										
Property reserve	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00
Available for payment	(\$53,255.27)	\$1,500.00	\$1,268.59	\$2,265.41	\$0.00	\$4,403.00	\$2,353.00	\$8,390.00	\$0.00	(\$33,075.27)

Rental Owner Statement

901 Properties
 9045 Forest Center Dr, STE 102
 Germantown, TN 38138



Statement period **9/1/2023 - 9/30/2023**

Statement date **10/2/2023**

Income statement

	4089 American Way HSE	4089 American Way- African Braid	4089 American Way- Beautiful Nails	4089 American Way- Jackson Hewitt	4089 American Way- Merit Academy	4089 American Way-Red Diamond Event Hall	4089 American Way- Shakena Glory Church	4089 American Way-Village Mart	4095 American Way- Magic Kidz	All properties
Income										
Commercial Income - CAM Income (commercial)	0.00	258.38	443.34	356.11	0.00	1,900.00	0.00	1,926.25	0.00	4,884.08
Commercial Income - Insurance Income (commercial)	0.00	48.75	79.16	59.14	0.00	0.00	0.00	0.00	0.00	187.05
Commercial Income - Rent Income (commercial)	0.00	1,114.87	743.97	1,572.92	0.00	1,786.66	2,552.00	5,917.50	0.00	13,687.92
Commercial Income - Sign Income	0.00	0.00	0.00	181.61	0.00	0.00	0.00	0.00	0.00	181.61
Commercial Income - Tax Income (commercial)	0.00	78.00	127.12	95.63	0.00	716.34	0.00	546.25	0.00	1,563.34
Total income	\$0.00	\$1,500.00	\$1,393.59	\$2,265.41	\$0.00	\$4,403.00	\$2,552.00	\$8,390.00	\$0.00	\$20,504.00
Expense										
Commercial Management Fees - Monthly Management Fees (commercial)	1,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,300.00
Commercial Unit Expenses - Unit Repairs (commercial)	0.00	0.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00
Commercial Unit Expenses - Unit Utilities (commercial)	407.57	0.00	0.00	0.00	0.00	0.00	199.00	0.00	0.00	606.57
Recoverable Expenses - Bulk Trash / Dumpster (commercial)	589.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	589.99
Recoverable Expenses - CAM Utilities (commercial)	4,189.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,189.00
Recoverable Expenses - Electrical (commercial)	125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00
Recoverable Expenses - General Plumbing Repairs (commercial)	454.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	454.43
Recoverable Expenses - HVAC - Repairs (commercial)	726.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	726.00
Recoverable Expenses - HVAC - Replacement (commercial)	14,670.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,670.00
Recoverable Expenses - Landscaping - Routine Maintenance (commercial)	1,445.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,445.10
Recoverable Expenses - Lighting - Inspections (commercial)	379.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	379.00
Recoverable Expenses - Parking Lot - Sweeping (commercial)	1,408.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,408.55
Recoverable Expenses - Plumbing: Commode Repairs/Replacement (commercial)	164.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	164.42
Recoverable Expenses - Property Tax Accrual	5,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,400.00
Recoverable Expenses - Security / Alarm (commercial)	21,630.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,630.35

Rental Owner Statement

901 Properties
 9045 Forest Center Dr, STE 102
 Germantown, TN 38138



Statement period **9/1/2023 - 9/30/2023**

Statement date **10/2/2023**

	4089 American Way HSE	4089 American Way- African Braid	4089 American Way- Beautiful Nails	4089 American Way- Jackson Hewitt	4089 American Way- Merit Academy	4089 American Way-Red Diamond Event Hall	4089 American Way- Shakena Glory Church	4089 American Way-Village Mart	4095 American Way- Magic Kidz	All properties
Repairs & Maintenance - Unit Utilities (residential)	183.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	183.86
Vacant/Turn Expenses (residential) - Vacant Utilities	182.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	182.00
Total expenses	\$53,255.27	\$0.00	\$125.00	\$0.00	\$0.00	\$0.00	\$199.00	\$0.00	\$0.00	\$53,579.27
Net income	(\$53,255.27)	\$1,500.00	\$1,268.59	\$2,265.41	\$0.00	\$4,403.00	\$2,353.00	\$8,390.00	\$0.00	(\$33,075.27)



	ONE MONTH BUDGET	ACTUAL 09.01.23-09.30.23	Over (under) Budget
4089 AMERICAN WAY			
BASE RENT (brr) <i>(included surplus payment from MMA)</i>	\$ 45,587.17	\$ 13,687.92	\$ (31,899.25)
CAM RECOVERY - BILLINGS (cam)	3,654.98	4,884.08	1,229.10
INSURANCE RECOVERY - BILLINGS (ins)	314.14	187.05	(127.09)
TAX RECOVERY - BILLINGS (ret)	1,049.88	1,563.34	513.46
MAJOR REPAIR INCOME (rmr)	30.76	-	(30.76)
PYLON SIGN PROGRAM (sgn)	174.39	181.61	7.22
TOTAL INCOME	50,811.32	20,504.00	(30,307.32)
MANAGEMENT FEES	1,300.00	1,300.00	-
LANDSCAPING - ONSITE	1,315.33	1,445.10	129.77
SWEEPING & PORTERING	1,000.00	1,408.55	408.55
SNOW REMOVAL	83.33	-	(83.33)
TRASH REMOVAL	1,600.00	589.99	(1,010.01)
STRIPING	250.00	-	(250.00)
PARKING LOT REPAIRS	441.67	-	(441.67)
SIGNAGE REPAIR	35.42	-	(35.42)
SECURITY - CONTRACT	9,450.00	21,630.35	12,180.35
SECURITY - EQUIPMENT	1,670.00	-	(1,670.00)
PRESSURE WASHING	300.00	-	(300.00)
LIGHTING-LIGHT BULBS	416.67	379.00	(37.67)
FIRE PROTECTION	145.00	-	(145.00)
REPAIRS	1,000.00	-	(1,000.00)
UTILITIES <i>combined</i>	2,928.24	4,372.86	1,444.62
PLUMBING REPAIRS	-	454.43	454.43
TOTAL CAM EXPENSE	21,935.66	31,580.28	9,644.62
LIABILITY	667.50	-	(667.50)
PROPERTY	4,092.73	-	(4,092.73)
TOTAL INSURANCE	4,760.23	-	(4,760.23)
RE TAXES-PARCEL #1	5,097.08	5,400.00	302.92
REAL ESTATE TAXES	5,097.08	5,400.00	302.92
SIGNAGE	41.67	-	(41.67)
ELECTRICAL	-	125.00	125.00
PLUMBING	20.83	164.42	143.59
HVAC (LANDLORD)	116.67	15,521.00	15,404.33
VACANT UTILITIES <i>combined</i>	3,029.58	788.57	(2,241.01)
FIRE PROTECTION	120.00	-	(120.00)
VACANT SPACE - REKEYING/CLEANING	83.33	-	(83.33)
PROF FEES - STATUTORY REPRESENTATION	8.81	-	(8.81)
TOTAL NON-REIMBURSABLE EXPENSE	3,420.89	16,598.99	13,178.10
NET OPERATING INCOME	15,597.45	(33,075.27)	(48,672.72)
INTEREST PAYMENTS	-	-	-
PRINCIPLE	-	-	-
TOTAL DEBT EXPENSE	-	-	-
NET INCOME	\$ 15,597.45	\$ (33,075.27)	\$ (48,672.72)

	BUDGET	ACTUAL	Over (under)
4089 AMERICAN WAY	03.10.23 - 09.30.23	03.01.23 - 09.30.23	Budget
BASE RENT (brr) <i>(included surplus payment from MMA)</i>	\$ 192,198.19	\$ 237,951.42	\$ 45,753.23
CAM RECOVERY - BILLINGS (cam)	25,584.86	30,433.25	4,848.39
INSURANCE RECOVERY - BILLINGS (ins)	2,198.98	1,345.99	(852.99)
TAX RECOVERY - BILLINGS (ret)	7,349.16	6,428.84	(920.32)
MAJOR REPAIR INCOME (rmr)	215.32	-	(215.32)
PYLON SIGN PROGRAM (sgn)	1,220.73	1,089.66	(131.07)
LATE FEE INCOME	-	408.72	408.72
MISC. REIMBURSEMENT	-	350.00	350.00
TOTAL INCOME	228,767.24	278,007.88	49,240.64
MANAGEMENT FEES	9,100.00	9,100.00	-
LEASE RENEWAL FEES	-	256.50	256.50
LANDSCAPING - ONSITE	9,207.32	16,848.52	7,641.20
SWEEPING & PORTERING	7,000.00	5,270.70	(1,729.30)
SNOW REMOVAL	249.99	-	(249.99)
TRASH REMOVAL	11,200.00	8,372.54	(2,827.46)
STRIPING	750.00	-	(750.00)
PARKING LOT REPAIRS	1,325.01	-	(1,325.01)
SIGNAGE REPAIR	247.93	-	(247.93)
SECURITY - CONTRACT	66,150.00	68,651.68	2,501.68
SECURITY - EQUIPMENT	11,690.00	-	(11,690.00)
PRESSURE WASHING	900.00	-	(900.00)
LIGHTING-LIGHT BULBS	2,916.68	7,499.09	4,582.41
FIRE PROTECTION	1,015.00	920.00	(95.00)
REPAIRS	7,000.00	1,460.78	(5,539.22)
UTILITIES <i>combined</i>	20,497.71	16,599.87	(3,897.84)
PLUMBING REPAIRS	-	2,399.43	2,399.43
TOTAL CAM EXPENSE	149,249.64	137,379.11	(11,870.53)
LIABILITY	4,672.50	-	(4,672.50)
PROPERTY	28,649.11	-	(28,649.11)
TOTAL INSURANCE	33,321.61	-	(33,321.61)
RE TAXES-PARCEL #1	35,688.31	32,200.00	(3,488.31)
REAL ESTATE TAXES	35,688.31	32,200.00	(3,488.31)
SIGNAGE	291.68	-	(291.68)
ELECTRICAL	-	125.00	125.00
PLUMBING	145.82	164.42	18.60
HVAC (LANDLORD)	816.68	15,521.00	14,704.32
VACANT UTILITIES <i>combined</i>	21,207.07	4,637.57	(16,569.50)
FIRE PROTECTION	840.00	-	(840.00)
VACANT SPACE - REKEYING/CLEANING	583.32	-	(583.32)
PROF FEES - STATUTORY REPRESENTATION	61.66	-	(61.66)
TOTAL NON-REIMBURSABLE EXPENSE	23,946.23	20,447.99	(3,498.24)
NET OPERATING INCOME	(13,438.55)	87,980.78	101,419.33
INTEREST PAYMENTS	-	-	-
PRINCIPLE	-	-	-
TOTAL DEBT EXPENSE	-	-	-
NET INCOME	\$ (13,438.55)	\$ 87,980.78	\$ 101,419.33

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into and made effective this 12th day of June, 2023 (the "Effective Date"), by and between Memphis Merit Academy Real Estate, LLC, a Tennessee limited liability company ("Landlord") and Magic Kidz ("Tenant").

WITNESSETH:

1. Premises/Shopping Center.

Landlord, for and in consideration of the rents, covenants, agreements and stipulations contained in this Lease, to be paid, kept and performed by Tenant, hereby leases unto Tenant, and Tenant hereby leases from Landlord upon the terms and conditions which hereinafter appear, the following described property, to wit:

Approximately 3115 square feet commonly known as 4055 American Way Ste 2 & 3 (the "Premises") in a building located at the shopping center commonly known as _____, located at 4055 American Way _____, Memphis, TN 38118 (the "Shopping Center"). A drawing of the Shopping Center depicting the Premises is attached hereto as Exhibit A. Landlord hereby represents and warrants that it is the sole owner of the Shopping Center. Landlord shall not be entitled to relocate Tenant from Tenant's "Premises" as same are described hereunder.

The physical/mailling address of the Premises is: 4055 American Way
Memphis TN 38118

2. Lease Term.

A. Commencement Date. The "Initial Term" shall be for a period of five (5) Lease Years (as such term is defined hereinbelow), unless sooner terminated as provided herein. The Initial Term shall begin on the date (the "Commencement Date") that is the earlier to occur of: (i) one hundred-eighty (180) days from: (a) the Delivery Date (as such term is defined hereinbelow); or (B) the date Tenant opens for business to the public. As used herein, the term: (1) "Lease Term" shall include the Initial Term and any exercised Option pursuant to the terms of Section 2.B hereof; (2) "Lease Year" shall mean each successive twelve (12) month period occurring during the Lease Term or any extension or renewal thereof, provided if the Commencement Date is not the first day of a month, then the first Lease Year shall also include the balance of the month in which the Commencement Date occurs, so that the first "Lease Year" shall begin on the Commencement Date and end on the last day of the twelfth (12th) full calendar month thereafter; and (3) the "Delivery Date" shall be the date of the later to occur of: (i) the full execution of the Lease by both parties (and Tenant's receipt of a copy of the same); (ii) Tenant's receipt of all keys required for Tenant's possession of the Premises; or (iii) Landlord's substantial completion of Landlord's Work (as such term is defined in Section 4 hereof).

Within thirty (30) days after the Commencement Date, Landlord shall provide to Tenant, and Tenant and Landlord shall execute, a Commencement Date Agreement setting the Commencement Date and the expiration date of the Initial Term in the form attached hereto as Exhibit D. If Tenant occupies the Premises prior to the Commencement Date, such early occupancy shall be subject to all of the terms and conditions of this Lease.

B. Option Periods. Tenant is granted two (2), five (5) year options to renew this Lease (each an "Option" and the extended Lease Term thereof an "Option Period"), provided the monthly Base Rent during each such Option Period shall be as set forth in Section 3.A hereof. Tenant shall exercise each Option by providing Landlord with notice of such election at least six (6) months prior to the expiration of the then current Lease Term.

3. Base Rent/Late Charge.

A. Base Rent. Beginning on the Commencement Date, Tenant agrees to pay Landlord, by payments delivered to Landlord at the address listed for notices to Landlord hereunder on the first (1st) day of each month in advance during the Lease Term a monthly Base Rent of:

LEASE YEAR	BASE RENT PER SQ. FT.	MONTHLY BASE RENT	ANNUAL BASE RENT
1	\$8.25	\$2,141.56	\$25,698.75
2	\$8.40	\$2,180.50	\$26,166.00
3	\$8.85	\$2,297.31	\$27,567.75
4	\$9.10	\$2,363.20	\$28,346.50
5	\$9.25	\$2,401.14	\$28,813.75
OPTION PERIOD 1	At market rates		
OPTION PERIOD 2	At Market rates		

If the Commencement Date is a day other than the first day of a calendar month, Tenant shall pay a pro-rated daily Rent amount for each day of such fractional month. Throughout this Lease, monthly Base Rent, Additional Charges (as such term is defined in Section 5 hereof), additional rent, utility charges and all other amounts payable to or on behalf of Landlord are deemed to be "Rent".

B. Late Charge. Any and all sums due Landlord under this Lease shall be deemed past due on the day immediately following the date on which such sums are due and payable. Tenant shall pay as additional rent a late charge equal to five percent (5%) of any installment of Rent or other charges due under this Lease when paid more than ten (10) days after the due date thereof. This charge shall be added to the amount then due and shall immediately be due and payable.

C. Prepaid Rent. Upon full execution of this Lease by both parties, Tenant shall remit to Landlord one month's gross rent in the amount of Two Thousand One Hundred Forty-One and 56/100 Dollars (\$2,141.56), which shall constitute Tenant's prepayment of the first month's Base Rent hereunder.

4. Delivery of the Premises/Tenant's Work/Tenant Improvement Allowance.

A. Delivery of the Premises. The Premises shall be delivered to Tenant in "AS-IS" condition. Notwithstanding the foregoing, the Premises shall be delivered with: (i) all operating systems for the Premises, including mechanical, HVAC, plumbing, electrical and structural systems, in good working order; (ii) no cracks and/or damage to the plate glass and/or windows for the Premises; (iii) all ingress and egress doors (and the applicable hardware) shall be in good working order and free of damage ((i), (ii), and (iii) collectively, "Landlord's Work"); and (iv) with the Premises and Shopping Center in compliance with Sections 9 and 27 of this Lease. Notwithstanding anything contained herein to the contrary, Landlord shall not be required to perform the electrical work described in the preceding sentence until the contingences in Section 38 of the Lease have been satisfied or waived by Tenant.

B. Tenant's Work. If the Premises requires improvements suitable to Tenant for its operation therein, Tenant shall construct, subject to the terms of this Lease, such improvements pursuant to Tenant's architectural drawings ("Tenant's Plans") attached hereto as Exhibit B (all such work being hereinafter called "Tenant's Work"). **NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, LANDLORD HEREBY AGREES THAT TENANT'S PLANS ATTACHED HERETO AS EXHIBIT B ARE APPROVED.**

5. Monthly Payment of Additional Charges.

A. Additional Charges. Beginning on the Commencement Date and continuing throughout the Lease Term hereof, Tenant agrees to pay as additional rent Tenant's Proportionate Share (as such term is defined hereinbelow) of the following expenses (collectively referred to in this Lease as "Additional Charges"):

1. Operating Expenses. Operating Expenses shall include all charges and expenses incurred for operating, managing, insuring, equipping, lighting, painting, cleaning, repairing, and maintaining the Shopping Center (and placing and keeping the same in compliance with existing and future laws and regulations), including the driveways, parking lots, parking lot signs, sidewalks, landscaping, and other common areas, building canopies and facades. Operating Expenses shall likewise include: sanitary assessments; security services; exterior pest control; water, sewer and dumpster charges (unless separately billed to Tenant); landscaping; snow and ice removal; sweeping and trash and debris removal from the parking areas; utilities used and consumed in the common areas; the total cost for all personnel and services necessary to implement all of the above items; an administrative fee of a maximum of fifteen percent (15%) of the total cost of Operating Expenses; and a management fee of a maximum of four percent (4%) of the annual gross revenues of the Shopping Center. In no event shall Tenant's Proportionate Share of Operating Expenses include any administrative and/or management fee in excess of the fifteen percent (15%) administrative fee or four percent (4%) management fee set forth hereinabove.

(a) Exclusions to Operating Expenses. Tenant's Proportionate Share of Operating Expenses shall not include: (i) the original cost of construction of the common areas including any repair and/or replacement thereof due to defect in the original construction, the cost of construction of new buildings in the Shopping Center or the cost of acquisition of additional land or additional buildings for the Shopping Center; (ii) amounts paid by Landlord as a result of personal injury or property damage to the extent not covered by insurance proceeds; (iii) except as specifically set forth in Section 5.A, general administrative overhead of Landlord that is not directly related to management of the Shopping Center; (iv) compensation for services rendered in connection with any other property of Landlord; (v) costs of capital improvements, except Landlord may include the cost of capital improvements amortized on a straight-line basis over the useful life of such item; (vi) costs related to procuring tenants and negotiating leases or legal expenses incurred in connection with disputes with tenants; (vii) licensing fees and taxes; audit, professional and consulting fees and expenses for Landlord; (viii) any fees or costs for offering attendant or valet parking; (ix) any late fees and/or interest charged for Landlord's failure to timely pay any Operating Expenses when due; (x) costs for maintaining any vacant space within the Shopping Center with respect to costs customarily incurred as maintenance obligations of a tenant occupant for which such tenant occupant is solely and directly responsible and that are not customarily charged by Landlord as an Operating Expense of the Shopping Center; (xi) [intentionally omitted]; (xii) any interest or principal payments or other charges on any financing for the Shopping Center; (xiii) the cost of any repair to remedy damage caused by or resulting from the negligence of any other tenants in the Shopping Center, including their agents, servants or employees but only if and to the extent Landlord shall recover the cost thereof from said parties; (xiv) legal and other fees, commissions, advertising expenses and other costs incurred in connection with the leasing of the Shopping Center; (xv) any bad debt loss, rent loss or reserves for bad debts or rent loss; (xvi) costs of Landlord related to formation of the ownership entity, internal matters including, but not limited to, preparation of tax returns and financial statements and gathering of data, costs of defending any lawsuits, costs of selling, syndication, financing, mortgaging or hypothecating any of Landlord's interest in the Shopping Center; (xvii) legal and accounting fees; and/or (xviii) any management fee/administrative fee in excess of the fifteen percent (15%) administrative fee and four percent (4%) management fee set forth hereinabove. Notwithstanding anything in this Lease to the contrary, in no event shall Operating Expenses include any amount that is duplicative in nature of any other expense to be paid by Tenant hereunder, whether as a part of Operating Expenses, as additional rent or otherwise.

(b) Cap on Operating Expenses. Notwithstanding anything to the contrary

contained herein, Tenant shall not be required to pay Tenant's Proportionate Share of Operating Expenses (inclusive of any administrative or management fees expressly authorized herein), whether estimated or actual, which exceeds five percent (5%) over the prior calendar year's Operating Expenses ("Cap on Operating Expenses"). Notwithstanding the foregoing, the costs and expenses for snow and ice removal, Real Estate Taxes (as defined below), insurance, and any increases in common area utility rates shall be excluded from the Cap on Operating Expenses.

2. Insurance. Premiums and commercially reasonable deductibles on general liability insurance and special form/all-risk property and casualty insurance covering flood, fire, wind, hail and general liability with respect to the Shopping Center, provided Landlord shall obtain such insurance and shall be responsible for promptly paying the full amounts of all such premiums. Tenant shall separately maintain business insurance including business contents and professional and general liability coverage for the Premises.

(a) Exclusions from Insurance. Tenant's Proportionate Share of Insurance shall not include: (i) any administrative or management fees; (ii) any premiums for insurance carried on the personal property, furniture or equipment of any other tenant of the Shopping Center or for any personal property, furniture or equipment located in any vacant space within the Shopping Center that does not serve the general benefit of the Shopping Center; or (iii) late fees and/or interest charged for Landlord's failure to timely pay any premiums for Landlord's insurance when due.

3. Real Estate Taxes. All Real Estate Taxes with respect to the Shopping Center, provided Landlord shall be responsible for and shall promptly pay the full amounts of all such Real Estate Taxes to the appropriate taxing authorities. Real Estate Taxes shall include all real estate taxes, assessments, and governmental charges (including any special taxes or assessments) levied against the Shopping Center or the tax parcel which includes the Premises. Landlord may, at its option, contest any and all such taxes, assessments, or charges, and the cost for any such protest shall be considered part of Real Estate Taxes. Tenant shall be responsible for and pay all personal property taxes levied upon the personal property of Tenant within the Premises.

(a) Exclusions from Real Estate Taxes. Tenant's Proportionate Share of Real Estate Taxes shall not include: (i) any administrative or management fees; (ii) any late fees and/or interest charged for Landlord's failure to timely pay any Real Estate Taxes when due; (iii) any assessments for the personal property, furniture or equipment of any other tenant of the Shopping Center or for any personal property, furniture or equipment located in a vacant space within the Shopping Center that does not serve the general benefit of the Shopping Center; and/or (iv) any franchise, margin, business license, gross receipt, capital stock, income, estate or inheritance taxes.

B. Tenant's Proportionate Share. As used herein, the term "Tenant's Proportionate Share" shall be a fraction the numerator of which shall be the square footage of the Premises and the denominator of which shall be the total square footage of the Shopping Center.

C. Payment of Additional Charges/Tenant's Audit Rights. Tenant shall pay Landlord, commencing on the Commencement Date and on the first day of each calendar month of the Lease Term thereafter, an amount estimated by Landlord to be 1/12th of Tenant's Proportionate Share of the Additional Charges for the calendar year. During December of each calendar year or as soon as practicable, Landlord shall give Tenant written notice of its estimate of the payments to be made for the ensuing calendar year. If such notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after notice is given. Within one hundred twenty (120) days following the end of each calendar year, Landlord shall furnish to Tenant a statement covering such year just ended, showing the actual Additional Charges and the amount of Tenant's Proportionate Share of such costs for such year and the payments made by Tenant with respect to such year. Tenant's Proportionate Share of Additional Charges shall be prorated for any partial calendar years or partial months during the Lease Term. If Tenant's Proportionate Share of such costs is less than Tenant's payments so made, Tenant shall be entitled to a credit of the difference against the next regular monthly payment of Rent or portion thereof until such credit is exhausted (or payment

if such credit is not exhausted prior to the natural expiration or earlier termination of the Lease Term) or, if such share is greater than Tenant's said payments, Tenant shall pay Landlord the difference within thirty (30) days after receipt of such statement. Tenant shall have the right, through its representatives (however, under no circumstances is Tenant to utilize any auditor compensated on the basis of refunded expenses or on any contingency basis), to examine, copy and audit the records that Landlord maintains with respect to Additional Charges by giving Landlord written notice of such election. Such audit shall occur at a reasonable time and at such place as Landlord shall reasonably designate from time to time for the keeping of such records. If the audit discloses without dispute that the Additional Charges for such calendar year are different than Landlord's statement, then Landlord shall reimburse Tenant for any overpayment of Additional Charges, or Tenant shall pay to Landlord any additional amount owed, as the case may be, in the manner set forth above. All costs of any such audit shall be borne by Tenant; provided, however, if the audit reveals without dispute that the actual Additional Charges for such calendar year were overcharged to Tenant, by seven percent (7%) or more, Landlord shall reimburse Tenant for its reasonable costs of such audit. Tenant will keep any information gained from the audit confidential and will not disclose such information, other than to carry out the purposes of this Lease. Tenant's and Landlord's obligations under this subsection shall survive the expiration or earlier termination of this Lease.

D. **Net Charges.** Landlord's good faith estimate of Tenant's Proportionate Share of Additional Charges for the calendar year 2023 is \$528.38 per month (\$6,340.50 annually)

6. **Use of Premises/Conduct of Business/Reserved Parking Spaces.**

A. **Tenant's Permitted Use.** The Premises shall be used for the operation of a restaurant engaged primarily in the sale of chicken wings and no other use or purpose ("Permitted Use"). Landlord hereby represents and warrants that, as of the Effective Date, Tenant's Permitted Use of the Premises does not violate any prohibition or restriction on use applicable to the Premises, including, but not limited to, any prohibition or restriction on use as may be found in the lease or occupancy agreement of any other tenant or occupant of the Shopping Center or as may be found in any declaration or easement agreement or other similar-type agreement or document applicable to the Shopping Center or the Premises. Tenant agrees that the Premises shall not be used for any illegal purposes, in any manner to create any nuisance or trespass, or in any manner which would void the insurance or increase the normal existing rate of the insurance premiums on the Premises or the Shopping Center. Tenant shall be open for business at the Premises on such days and at such hours as may be determined by Tenant. Tenant shall not commit or permit waste or a nuisance upon the Premises; shall not permit any noxious, toxic or corrosive fuel or other substance on the Premises; and shall not place a load on any floor in the Premises which exceeds the load per square foot which such floor was designed to carry. Tenant agrees to use the Premises and common areas in a commercially reasonable, careful, safe and proper manner, and Tenant shall be solely responsible for any damage to any of the foregoing resulting directly or indirectly from any act or omission of Tenant or any of Tenant's employees, agents, contractors, subtenants, assignees, licensees, or invitees. Tenant shall, at its own expense, promptly comply with any and all municipal, county, state and federal statutes, and/or regulations, applicable or relating to Tenant's use or occupancy of the Premises or arising from alterations installed by Tenant or on Tenant's behalf.

B. **Tenant's Exclusive Use.** As a material inducement for Tenant to enter into this Lease, beginning on the Effective Date hereof and continuing throughout the Lease Term and any extension or renewal thereof, Tenant shall have, subject to the terms hereof and provided no Event of Default by Tenant has occurred hereunder, the exclusive right to engage in the primary business of the sale of chicken wings at the Shopping Center ("Landlord Controlled Property") and Landlord agrees it shall not lease space in any Landlord Controlled Property to any person or entity that engages primarily in the sale of chicken wings ("Tenant's Exclusive Use"). Landlord hereby represents and warrants that there are no current tenants or occupants of any Landlord Controlled Property which have the expressly given right under the terms of their respective

lease or occupancy agreement to operate a business within the Landlord Controlled Property for the primary sale of chicken wings that would violate Tenant's Exclusive Use. Notwithstanding any provision to the contrary, the foregoing Tenant's Exclusive Use rights and Landlord's obligations related thereto shall be subject and subordinate to the rights of the following existing tenants of Landlord Controlled Property having general permitted use rights under their respective leases that may be interpreted to include the primary sale of chicken wings: None.

C. No Requirement of Continuous Operation/Landlord's Right to Recapture. After initially opening for one (1) day fully fixtured and staffed within ninety (90) days of the Commencement Date, Tenant shall have no obligation to continuously operate or operate for any required hours from the Premises; provided, however, during any period of closure, Tenant shall be required to continue to pay the Rent due hereunder and perform all obligations required hereunder of Tenant. Notwithstanding anything contained herein to the contrary, in the event that after initially opening for business to the public the Premises are not open for business with the public and such closure exceeds one hundred twenty (120) consecutive days and the same is not due to casualty or condemnation ("Cessation Date"), then Landlord, at any time after the Cessation Date, shall have the right, but not the obligation, to recapture the Premises upon thirty (30) days' notice to Tenant with this Lease terminating as of the date of Landlord's recapture of the Premises, unless Tenant resumes operation in the Premises prior to the expiration of such thirty (30) day notice period, in which case, Landlord's recapture and termination notice shall be null and void.

7. Store Appearance/Trash Container/Governmental Compliance.

Tenant shall maintain the interior of the Premises in a first-class condition. Tenant shall pay for, if not separately contracted for by Landlord, a trash container large enough and emptied often enough to accommodate all rubbish generated from the Premises, and shall place all such rubbish in said container. Landlord shall be responsible for the maintenance, repair, upkeep and supervision of the trash container, unless separately contracted for by Tenant, in which case the same shall be Tenant's responsibility. The container shall be located in the rear of the Premises or at such other location as may be reasonably designated by Landlord.

Tenant shall maintain currently inspected fire extinguishers for the Premises in compliance with all local fire codes. Tenant agrees, at its own expense, to promptly comply with all reasonable recommendations from Landlord's insurance company and the requirements of any public authority which result from Tenant's occupancy of the Premises.

8. Utility Bills.

Tenant shall pay all utilities servicing the Premises, including water, sewer, sanitary charges, gas, electricity, fuel, light, heat and power expenses for the Premises, or expenses for such services used by Tenant in connection with the Premises. If Tenant does not pay same, Landlord may pay the same and such payment shall be added to the Rent next due for the Premises. If Tenant desires a different telephone or data service provider from the service provider(s) currently serving the Premises for the operation of its business from the Premises, Tenant shall provide notice thereof to Landlord, along with its choice of preferred telephone or data service provider, and Landlord shall reasonably cooperate with Tenant, at Tenant's cost and expense, to make such accommodations as are reasonably necessary for Tenant to be served by such service provider at the Premises.

Landlord does not warrant that any of the utility services servicing the Shopping Center will be free from interruptions arising from causes beyond the reasonable control of Landlord. Any such interruption of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from the performance of Tenant's obligations under this Lease. Landlord shall have no responsibility or liability for the failure of any public or private utility to supply sufficient or adequate utility services to the Premises.

9. Common Area Use.

Except as provided for hereinbelow, Landlord hereby grants to Tenant a non-exclusive license during the Lease Term to use the parking lot, sidewalks and other common areas of the Shopping Center, as they are now or may be from time to time constituted. Landlord shall have the right to construct additional improvements in the Shopping Center or to increase, relocate or change the size, dimensions, design or location of any entrances, driveways, parking or sidewalk areas, as well as all other common areas, buildings or other improvements in the Shopping Center from time to time and in any manner Landlord deems appropriate, provided such improvements or alterations do not interfere with Tenant's Permitted Use of the Premises, unreasonably restrict or limit customers' access to the Premises, parking for or the visibility of the Premises. Landlord represents and warrants that access to the Premises from the parking lot/common areas of the Shopping Center, including any required curb cuts, ramps and handrails is compliant with the Americans with Disabilities Act of 1990, as amended as of the Effective Date hereof, and other relevant and applicable similar accessibility statues and ordinances. Beginning on the Effective Date and continuing throughout the Term of this Lease, Landlord shall manage, operate, maintain, repair, and restore the parking lot, sidewalks and other common areas of the Shopping Center in good condition and repair and in accordance with all applicable, laws, ordinances, and regulations. Tenant agrees that its use of the common areas, including parking by Tenant and its employees, will be in accordance with such reasonable regulations as may be promulgated by Landlord from time to time.

Tenant's license is limited to use of the designated common areas in common with Landlord, the other occupants of the Shopping Center and their invitees, and other parties to whom Landlord has granted or will grant the right to use the common areas. Tenant shall not make any use of the common areas which shall interfere with the use of the common areas by others. Tenant agrees that it will not: place or maintain any merchandise, vending machines or other articles outside the Premises; permit any sound system audible or objectionable advertising medium visible outside the Premises; permit or cause odors to emanate from the Premises; solicit business in the common areas or distribute advertising material in any common areas; permit the loading or unloading or the parking or standing of delivery vehicles outside any area designated therefor; or permit any use of vehicles which will interfere with the use of any common areas.

10. Repairs by Landlord.

Landlord agrees to keep in good repair the roof (and the drainage system therefor), foundations and exterior walls of the Premises (exclusive of all exterior doors), HVAC systems (subject to terms of the HVAC Expense Cap set forth in Section 11.B hereof), and utility equipment and underground sewer pipes outside the exterior walls of the Premises, except repairs rendered necessary by the negligence of Tenant or its employees, agents or contractors.

Tenant shall promptly report in writing to Landlord any defective condition known to Tenant which Landlord is required to repair. Landlord's repairs to the Premises shall be completed within thirty (30) days of Landlord's receipt of notice of the same from Tenant (or such earlier time as may be reasonably required in the event of an emergency repair (as such term is defined hereinbelow)) or if due to the nature of the repair, the same cannot be completed within thirty (30) days, then such additional time as required to complete the same so long as Landlord has commenced the repairs within said thirty (30) day period and is diligently pursuing the completion thereof and Landlord provides Tenant with a timeline for final completion. Should Landlord fail to commence or complete such repairs within the aforementioned time periods, it shall be an Event of Default by Landlord and Tenant shall have the right, in addition to any other right or remedy available to Tenant, to make such non-structural repairs within the Premises that do not affect other occupants of the Shopping Center and to be reimbursed by Landlord for such commercially reasonable and substantiated costs thereof, including through offset against future rent amounts owed hereunder for Rent from Tenant to Landlord. As used herein, the term "emergency repair" shall mean any repair which, if not immediately repaired, would pose imminent harm or injury to Tenant or its employees or invitees or prevents Tenant from being able to open and operate for business from the Premises (or any portion thereof).

11. Repairs by Tenant.

A. Repairs by Tenant. Tenant shall maintain the Premises in good order and repair, including: electrical systems (including wiring, bulbs and ballasts); adjusting or replacing doors; plate glass; plumbing (including stoppages outside the Premises caused by the business or negligence of Tenant, its agents, employees or contractors); hot water heaters; any repairs or maintenance of the HVAC systems below the HVAC Expense Cap set forth in Section 11.B hereof; and all other improvements located on the Premises, except those repairs expressly required to be made by Landlord. Tenant shall contract for any necessary pest control or exterminating services for the Premises. Without limiting Tenant's maintenance and repair obligations set forth above and Tenant's duty to diligently perform the same with or without notice by Landlord of any such need, if Landlord notifies Tenant of any needed repairs for which Tenant is responsible, Tenant's repairs to the Premises shall be completed within thirty (30) days of Tenant's receipt of notice of the same from Landlord (or such earlier time as may be reasonably required in the event of an emergency repair) or if due to the nature of the repair, the same cannot be completed within thirty (30) days, then such additional time as required to complete the same so long as Tenant has commenced the repairs within said thirty (30) day period and is diligently pursuing the completion thereof and Tenant provides Landlord with a timeline for final completion. Should Tenant fail to commence or complete such repairs within the aforementioned time periods, Landlord shall have the right (but not the obligation) to perform any necessary repairs or replacements, or provide any required services, on Tenant's behalf, and Tenant agrees to reimburse Landlord for the reasonable cost of same within fifteen (15) days after receipt of Landlord's invoice and accompanying documentation of Landlord's expenses. Such reimbursement shall be due as additional rent under the terms of this Lease.

Tenant agrees to return the Premises to Landlord at the expiration, or prior termination, of this Lease in as good condition and repair as when first received, ordinary wear and tear and damage by casualty or taking excepted. Tenant, at its sole cost and expense, shall be responsible for the repair and/or replacement of any items covered in this Section 11.A as being Tenant's obligation, however, Landlord shall be responsible for items covered under Section 10 as being Landlord's obligation. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligation to inspect said Premises.

Tenant agrees not to undertake any alterations, additions or improvements to the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right to make non-structural, non-storefront improvements and alterations to the Premises without Landlord's consent, provided the same do not affect any Building operating systems and do not exceed \$20,000.00 per calendar year (however, Tenant shall provide Landlord not less than ten (10) days' prior written notice of the intended scheduling of such work). All alterations, additions or improvements made by either Landlord or Tenant upon the Premises, except movable trade fixtures which Tenant installs at Tenant's expense, shall become the property of Landlord. All work performed by Tenant in connection with any improvements or repairs shall be in a good and workmanlike manner and subject to and in accordance with all applicable federal, state, county and city building and/or fire department codes, ordinances, laws, and regulations. Any required alterations performed in connection with such improvements or repairs to meet said codes, ordinances, laws, and regulations shall be performed by Tenant at Tenant's sole cost and expense.

12. No Right to Create Liens.

Tenant covenants and agrees that Tenant shall not cause or allow the Premises or the Shopping Center to become subject to any lien or any claim of lien, charge or encumbrance whatsoever as a result of any work done by or materials supplied to Tenant. If any such lien or claim of lien is filed as a result of any work done by or materials supplied to Tenant, Tenant agrees to discharge or bond such within twenty (20) days of Tenant's receipt of written notice of such filing. If Tenant shall fail to do so, Landlord may bond or pay the lien or claim for the account of Tenant, without inquiring into the validity thereof, and such bond or payment plus any expenses, including attorneys' fees incurred by Landlord, shall be deemed additional rent due from Tenant to Landlord in the same manner as the Rent next due.

13. Insurance.

A. **Tenant's Insurance.** Tenant shall maintain in full force during the Lease Term Commercial General Liability insurance, including Contractual Liability, with coverage in amounts not less than \$1,000,000 for Bodily Injury and Property Damage Liability per occurrence, \$1,000,000 for Personal and Advertising Injury Liability, \$2,000,000 General Aggregate and \$1,000,000 Products and Completed Operations Aggregate; insurance covering all plate glass in or on the Premises (provided Tenant may elect to self-insure same); property insurance on all improvements and additions to the Premises installed by or on behalf of Tenant and Tenant's trade fixtures, equipment, inventory, and any other business personal property in an amount equal to 100% of the replacement cost value thereof; and \$1,000,000 Automobile Liability insurance for Owned, Hired, and Non-Owned vehicles. Such insurance shall be non-cancelable except after notice to Landlord, and shall be provided by insurance companies rated no less than A, Class VI, in the current Best's Guide. Duly executed certificates of insurance shall be delivered to Landlord prior to the commencement of this Lease, and renewals thereof shall be delivered to Landlord prior to the expiration of the respective policy terms. The proceeds of such insurance shall not be used, except with the consent of Landlord, for any purpose other than the repair or replacement of property situated within the Premises, including those repairs required to be made by Tenant as set forth in Section 11.A above, and for third party liability. All policies shall name Landlord as an additional insured.

B. **Landlord's Insurance.** Landlord shall maintain in full force during the Lease Term Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence, \$2,000,000 General Aggregate, and property and casualty insurance with respect to the Shopping Center in an amount equal to 100% of the replacement cost value thereof and providing protection, at minimum, against perils included within the ISO Special Causes of Loss Form insurance policy (or substitute form providing equal or better coverage), together with insurance against sprinkler damage, vandalism and malicious mischief.

C. **Waiver of Subrogation.** Notwithstanding anything to the contrary contained herein this Lease, Landlord and Tenant do hereby waive any and all claims against one another for damage to or destruction of real or personal property, whether constituting a part of the Premises or the Shopping Center, to the extent such damage or destruction is covered by the property insurance required to be maintained by the parties as described in Sections 13.A and 13.B above, even if such damage or destruction shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Each party shall also be responsible for the payment of any deductible amounts required to be paid under its property insurance. These waivers shall apply if the damage would have been covered by such insurance, even if the party fails to obtain such coverage. The intent of this provision is that each party shall look solely to its insurance with respect to property damage or destruction which is covered by insurance policies of the type described in Sections 13.A and 13.B. To further effectuate the provisions of this Section 13.C, Landlord and Tenant both agree to provide copies of this Lease (and in particular, these waivers) to their respective insurance carriers and to require such insurance carriers to waive all rights of subrogation against the other party with respect to property damage covered by the applicable insurance policy.

14. Destruction or Damage to the Premises.

If the Premises are damaged by fire or other casualty and the damage does not render the Premises wholly or substantially untenantable, Landlord shall promptly repair the damage to the Premises at Landlord's expense. Landlord shall have no obligation to make repairs for those items covered in Section 13.A above which are Tenant's sole obligation to maintain in good order and repair. However, if: (i) the Premises shall be damaged to an extent that renders the Premises wholly or substantially untenantable; (ii) the Shopping Center is damaged to a material or substantial extent; or (iii) the damage is caused by any occurrence not covered by Landlord's insurance, Landlord or Tenant may elect to terminate this Lease upon giving notice of such election in writing to the other party. If Landlord is required to or elects to rebuild the Premises as herein provided, Tenant shall repair or replace the Premises to the extent that Landlord is not obligated to do so, along with all its fixtures, furnishings, floor coverings, equipment and inventory, and if Tenant has closed, Tenant shall promptly reopen for business. If the casualty or the repairing or rebuilding shall render all or part of the

Premises untenable, Base Rent and Additional Charges hereunder shall be abated (on a per diem basis and apportioned according to the part of the Premises which is not usable by Tenant) from the date when the damage occurred until the date when such part of the Premises is made tenantable and Tenant is able to reopen for business to the public.

Notwithstanding the foregoing, Tenant may terminate this Lease by written notice to Landlord, and the balance of the Lease Term shall automatically expire on the fifth (5th) day after the notice is delivered, if Landlord's restorations or repairs at the Premises are not completed within one hundred eighty (180) days after the occurrence of the casualty (subject, however, to delay to the extent of any force majeure events).

15. Removal of Fixtures/Holding Over/Entry for Repairs, etc.

A. Removal of Fixtures. Tenant may remove all movable trade fixtures and inventory which it has placed in the Premises prior to the expiration of this Lease, provided Tenant repairs all damage to the Premises caused by such removal. If Tenant leaves or fails to remove any movable trade fixtures or inventory from the Premises by such date, the title to such shall automatically vest in Landlord.

B. Holding Over. If Tenant remains in possession of the Premises after expiration of the Lease Term hereof, Tenant shall automatically be a tenant from month to month, terminable upon no less than thirty (30) days' prior written notice to the other party. In such event, the Base Rent during such occupancy shall be at an amount equal to 150% of the Base Rent in effect immediately prior to the expiration or termination of this Lease. All other terms and conditions of this Lease shall continue to apply, including any Additional Charges due hereunder.

C. Entry by Landlord. Upon at least forty-eight (48) hours prior notice, Landlord or its agents or designees may enter the Premises at reasonable hours during Tenant's normal business hours to exhibit the same to prospective purchasers or tenants (but with regard to prospective tenants only during the last four (4) months of the Lease Term hereof), to make repairs required of Landlord under the terms hereof, to make repairs to Landlord's adjoining property or for any other reasonable purpose. In no event shall Landlord place "For Lease" or "For Rent" signs on the Premises, unless Tenant has vacated the Premises and is no longer open and operating for business therefrom. Notwithstanding the foregoing, Landlord or its agents or designees may enter the Premises at any time to make emergency repairs and with such notice as is reasonably required under the circumstances.

16. Assignment and Subletting.

Except as provided in this Section 16, Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, assign this Lease or any part hereof, sublet the Premises or any part thereof or permit the use of the Premises by any party other than Tenant. Any such assignment, sublease, transfer or hypothecation without Landlord's prior written consent shall at Landlord's option, be void and shall, at Landlord's option, constitute a default under this Lease. No acceptance by Landlord of any Rent or any other sum of money from any assignee, sublessee or other category of transferee shall release Tenant from any of its obligations hereunder or be deemed to constitute Landlord's consent to any assignment, sublease, transfer or hypothecation. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, to assign this Lease or any part hereof, sublet the Premises or any part thereof or permit the use of the Premises by any party other than Tenant to an entity that: (i) controls Tenant; (ii) is controlled by Tenant; (iii) is commonly controlled by Tenant's parent company; (iv) is the surviving entity after a merger with Tenant or acquisition of all or substantially all of Tenant's assets provided, however, in the event of a Permitted Transfer, the Permitted Transferee's use of the Premises shall not change from the Permitted Use hereunder, the Permitted Transferee shall have reasonably sufficient financial wherewithal to discharge its obligations under this Lease (including but not limited to a net worth of no less than Tenant's net worth, as reasonably determined by Landlord), and such use by the Permitted Transferee shall not contravene any restrictive covenant (including any exclusive use) applicable to the Shopping Center. Tenant shall not be released from liability under the Lease unless Landlord expressly consents to the same or unless Tenant assigns or sublets the Lease to a Permitted Transferee. Tenant shall give Landlord written notice

of any Permitted Transfer within thirty (30) days of the effective date thereof, which such notice shall specify (i) the name and business of the Permitted Transferee, (ii) the amount and location of the Premises affected by such Permitted Transfer, (iii) the effective date and duration of the Permitted Transfer, (iv) confirmation of the Permitted Transferee's status as such, and (v) a copy of the applicable transfer document (i.e., assignment). Except for a Permitted Transfer, Tenant shall pay to Landlord a fee of \$750.00 to cover Landlord's accounting costs and legal fees incurred by Landlord as a result of reviewing any proposed assignment or sublease. Consent to any assignment or sublease shall not void this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignee of this Lease shall become directly liable to Landlord for all obligations of Tenant hereunder and the original Tenant shall be free from all liabilities and obligations accruing after the effective date of said assignment.

17. Indemnification.

Subject to the terms of Section 13.C hereof, Landlord and Tenant shall each indemnify, defend and save harmless the other party and the other party's employees, agents and contractors (the "Indemnified Parties") from and against any and all loss, damage, claim, demand, liability or expense (including reasonable attorneys' fees) resulting from claims by third parties and based on any acts or omissions (specifically including negligence and the failure to comply with this Lease, including a breach of any representation and/or warranty contained herein) of the indemnitor, its employees, agents and contractors in connection with the Shopping Center and only to the extent caused in whole or in part by acts or omissions of the indemnitor, its employees, agents and contractors, regardless of whether or not the claim is caused in part by any of the Indemnified Parties. Tenant's indemnity of Landlord and Landlord's Indemnified Parties shall also cover any matter arising out of events that occur in the Premises, regardless of the cause, unless covered by Landlord's indemnity pursuant to the preceding sentence. The indemnitor shall have the right to assume the defense of any claim covered by this indemnity on behalf of both itself and the Indemnified Parties, provided that the lawyers selected by the indemnitor to handle the defense are reasonably satisfactory to the Indemnified Parties and the representation will not result in a conflict of interest for the lawyers. The Indemnified Parties may not settle any claim covered by this Section without the consent of the indemnitor.

When any claim is caused by the joint acts or omissions of the indemnitor and the Indemnified Parties, the indemnitor's duties under this Section shall be in proportion to the indemnitor's allocable share of the joint liability. This Section shall not be construed to restrict, limit, or modify either party's insurance obligations under this Lease. Either party's compliance with the insurance requirements under this Lease shall not restrict, limit, or modify that party's obligations under this Section.

18. Events of Default by Tenant.

Any of the following shall be an "Event of Default by Tenant" under the Lease if Tenant: (i) fails to pay any installment of Rent herein reserved within ten (10) days of the date when due or if Tenant tenders a check to Landlord which is returned by the bank for insufficient funds; (ii) fails to perform any of the terms or provisions of this Lease (other than the provisions requiring the payment of Rent) and does not cure such failure within thirty (30) days after written notice from Landlord (or if the same cannot be reasonably be cured within thirty (30) days, then such additional time as required to cure the same so long as Tenant has commenced the cure within the initial thirty (30) day period and thereafter diligently pursues the same); or (iii) makes a general assignment for the benefit of creditors, or if Tenant commences an action, or any case, proceeding or other action is commenced or an order is entered against Tenant as debtor under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or any receiver or trustee is appointed for all or substantially all of the assets of Tenant.

19. Remedies of Landlord for an Event of Default by Tenant.

Upon the occurrence of any Event of Default by Tenant, Landlord may elect, without any demand or notice, to:

- (i). intentionally deleted;

(ii). terminate this Lease and declare the difference, if any, between (A) the entire amount of Rent which would become due and payable during the remainder of the Lease Term, discounted to present value using a discount rate equal to the "Prime Rate" then published in the Wall Street Journal, and (B) the fair rental value of the Premises during the remainder of the Lease Term (taking into account, among other factors, the anticipated time period during which the Premises will be unoccupied prior to reletting and the anticipated cost of such reletting), also discounted to present value using the aforesaid discount rate, to be due and payable immediately, and Tenant agrees to pay the same at once, together with all Rent then due; it being understood and agreed that such payment shall constitute Landlord's liquidated damages; Landlord and Tenant acknowledging and agreeing that it is difficult or impossible to determine the actual damages Landlord would suffer from Tenant's breach hereof and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable; or

(iii) without terminating this Lease, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Premises or any part thereof, and, at Landlord's option, remove persons and property therefrom and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may, but has no obligation to, rent the Premises or any portion thereof as the agent of Tenant, upon such terms and conditions as Landlord may deem necessary or desirable. Upon such reletting, all Rent received by Landlord shall be applied: first, to the payment of any indebtedness (other than any Rent due hereunder) from Tenant to Landlord; second, to the payment of any actual costs and expenses of such reletting, including, without limitation, brokerage fees and attorneys' fees and costs of alterations and repairs; third, to the payment of Rent then due and unpaid hereunder; and the residue, if any, shall be held by Landlord to the extent of and for application in payment of future Rent, if any becomes owing, as the same may become due and payable hereunder. If such rentals received from such reletting shall at any time and from time to time be less than sufficient to pay to Landlord the entire sums then due hereunder, Tenant shall pay any such deficiency to Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default; or

(iv) without terminating this Lease, and with or without notice to Tenant, Landlord may enter into and upon the Premises and without being liable for prosecution or any claim for damages therefor, maintain the Premises and repair or replace any damage thereto or do anything for which Tenant is responsible hereunder. Tenant shall reimburse Landlord immediately upon demand for any expenses which Landlord incurs in effecting Tenant's compliance under this Lease, and Landlord shall not be liable to Tenant for any damages with respect thereto; or

(v) intentionally deleted; or

(vi) enforce the performance of Tenant's obligations hereunder by injunction or other equitable relief, which remedy may be exercised upon any actual Event of Default by Tenant, without regard to whether Landlord may have an adequate remedy at law; or

(vii) pursue any combination of the foregoing remedies as may be permitted by applicable law and such other remedies as are available at law or equity. Pursuit of any of the foregoing remedies shall not preclude Landlord from pursuing any other remedies available to it.

20. Events of Default by Landlord.

The following shall be an "Event of Default by Landlord" under this Lease: (i) the occurrence of any event identified as an Event of Default by Landlord in this Lease; or (ii) any other failure by Landlord to perform any of the terms or provisions of this Lease and Landlord does not cure such failure within thirty (30) days after written notice from Tenant (or if the same cannot be reasonably be cured within thirty (30) days, then such additional time as required to cure the same so long as Landlord has commenced the cure within the initial thirty (30) day period and thereafter diligently purses the same).

21. Remedies of Tenant for an Event of Default by Landlord.

Upon the occurrence of any Event of Default by Landlord, Tenant may elect, without any demand or notice, to:

(i). pursue any remedy available to Tenant under the Lease; or

(ii). terminate this Lease in the event of a continuing, uncured material Event of Default by Landlord. As used herein, a "material Event of Default by Landlord" shall mean any Event of Default by Landlord which materially and adversely affects Tenant's ability to operate from the Premises for the Permitted Use hereunder or which renders the Premises untenable, either in whole or in part, that Landlord does not cure within thirty (30) days after written notice from Tenant (or if the same cannot be reasonably be cured within thirty (30) days, then such additional time as required to cure the same so long as Landlord has commenced the cure within the initial thirty (30) day period and thereafter diligently pursues the same); or

(iii). enforce the performance of Landlord's obligations hereunder by injunction or other equitable relief, which remedy may be exercised upon any actual or threatened Event of Default by Landlord, without regard to whether Tenant may have an adequate remedy at law; or

(iv) pursue any combination of the foregoing remedies as may be permitted by applicable law and such other remedies as are available at law or equity.

Pursuit of any of the foregoing remedies shall not preclude Tenant from pursuing any other remedies available to it. In the event Tenant is awarded a money judgment against Landlord, Tenant's sole recourse for satisfaction of such judgment shall be limited to execution against the Premises (including Landlord's income therefrom). Notwithstanding anything in this Lease to the contrary, neither Landlord nor Tenant shall have any liability to the other party for any special or punitive damages or losses.

22. Attorneys' Fees.

If any action or proceeding is brought by either party hereto to enforce any term or provision of this Lease, such as any obligation or right hereunder, the non-prevailing party shall pay to the prevailing party all expenses so incurred, including, but not limited to, reasonable attorneys' fees and court costs.

23. Inability to Perform.

This Lease and the obligations of each party hereunder shall not be affected or impaired because the other party is unable to fulfill any of its obligations hereunder or is delayed in doing so, except that, other than either party's obligation to pay Rent and or other charges and sums payable by such party hereunder, if any such inability or delay is caused by reason of strike or other labor troubles, civil commotion, governmental regulations or controls, closure restrictions by any governmental authority; pandemic or epidemic, governmentally required isolations, reasonably unforeseeable unavailability of materials or suitable substitutes; acts of God or by other causes beyond the reasonable control of such party (collectively, "Force Majeure"), such party (or parties) shall be excused for the period of any delay and shall not be deemed in breach or default with respect to the performance of any of the terms, covenants and conditions of this Lease when prevented from so doing by Force Majeure, such period of delay being added to the time period for performance of such term, covenant or condition.

24. Mortgagee's Rights/Right of Landlord to Assign.

A. Mortgagee's Rights. This Lease shall be subordinate at all times to the lien, terms and conditions of any mortgage or deed to secure debt ("financing instrument") now or hereafter placed upon the Premises, the Shopping Center, or the land on which the Shopping Center is built. Tenant agrees to execute and to deliver, upon demand, such additional documents evidencing such subordination as shall be reasonably requested and provided by Landlord or any holder of such a financing instrument ("Lender"). In the event of the exercise of the private power of sale or a judicial foreclosure under any such financing instrument, this Lease shall not terminate and Tenant shall attorn to such purchaser. The provisions of the previous sentences of this paragraph shall be self-operative and no further instrument shall be required; provided, however, in confirmation thereof, Tenant shall execute such further assurance as may be reasonably requested by Landlord or Lender. At any time, and from time to time, Tenant agrees upon request in writing from Landlord to execute,

acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, stating the modifications), that Landlord is not in default under any provisions of this Lease (or, if in default, the nature thereof in detail), and the amounts and dates to which the Base Rent and Additional Charges have been paid, within ten (10) business days after written request is received from Landlord.

In connection with any such subordination and attornment, Landlord shall use commercially reasonable efforts to obtain from all such interest holders a non-disturbance agreement in favor of Tenant, in commercially reasonable form and substance, which shall provide that Tenant's continued possession of the Premises shall not be disturbed unless Tenant is in default under the terms hereof beyond the expiration of any applicable notice and cure period.

B. Right of Landlord to Assign. Landlord shall have the right to assign this Lease to any party who becomes an owner of or otherwise obtains an interest in the Shopping Center. Upon and to the extent of such assignment and the assumption of the same by the assignee, the assignee shall be deemed to have fully assumed all liabilities and obligations of Landlord hereunder and the original Landlord shall to such extent be free from all liabilities and obligations accruing after the date of said assignment. Landlord shall also have the right to collaterally assign this Lease to any Lender. Landlord shall provide Tenant written notice of any assignment of this Lease within ten (10) days of such assignment.

25. Condemnation.

If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, or a material or substantial portion of the Shopping Center, be condemned by any legally constituted authority for any public use or purpose or sold in lieu thereof (each a "Taking"), then the Lease Term shall cease from the time when possession thereof is taken by public authorities, and Rent shall be accounted for between Landlord and Tenant as of that date.

Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damages from the condemnor as a result of such condemnation. It is further understood and agreed that neither Tenant nor Landlord shall have any rights in any condemnation award made to the other by any public authority, nor shall any such award to one party reduce the amount to which the other party might otherwise be entitled.

If, as a result of Taking, (i) the Premises are reasonably still usable for the purposes herein leased, and (ii) a material or substantial portion of the Shopping Center was not taken, then (x) such Taking shall be a "Partial Taking" and the Taking proceeds shall be made available for any modifications, renovations or alterations to the Shopping Center required as a result of the Partial Taking. In such event, Landlord shall make any and all modifications, renovations or alterations to the Shopping Center required to bring the Premises and the Shopping Center to substantially the same condition as same were in immediately prior to such Partial Taking, except for all improvements and additions to the Premises installed by or on behalf of Tenant and Tenant's movable trade fixtures, furniture, equipment and personal property, which shall be Tenant's sole obligation to restore, repair and replace. In the event of a Partial Taking, if the repairing or restoration of the Shopping Center shall render all or part of the Premises untenable, Base Rent and Additional Charges hereunder shall be abated (on a per diem basis and apportioned according to the part of the Premises which is not usable by Tenant) from the date when the damage occurred until the date when such part of the Premises is made tenantable. If a Partial Taking shall render the Premises reduced in size, then Base Rent and Additional Charges hereunder shall be apportioned according to such reduction in square footage. Notwithstanding the foregoing, Tenant may terminate this Lease by written notice to Landlord, and the balance of the Lease Term shall automatically expire on the fifth (5th) day after the notice is delivered, if Landlord's restorations or repairs at the Premises are not completed within one- hundred eighty (180) days after the occurrence of the Partial Taking.

26. Service of Notice.

Any notice required or permitted under this Lease may be delivered to the respective party at its address listed in this Section, or to such other address as shall have been provided by notice pursuant hereto, by any of the following methods: (a) hand delivery; (b) certified mail, return receipt requested; (c) courier delivery; or (d) overnight mail. All notices required by this Lease shall be effective: (i) if by certified mail, courier delivery or overnight mail, within two (2) days of sending or when actually delivered whichever occurs earlier; or (ii) if by hand delivery, when delivered, to the following address:

If to Landlord:

If to Tenant:

Hazardous Materials.

As used in this Lease, "Hazardous Materials" shall mean any hazardous or toxic substances, materials, wastes or similar terms which are regulated by local authorities, the State in which the Premises are located or the United States of America, including, but not limited to, any materials, substances, wastes or similar terms which are: (i) defined as a hazardous materials under applicable laws; (ii) defined as a hazardous substances under Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317); (iii) defined as a hazardous wastes under Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); (iv) defined as a hazardous waste substances under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (v) defined as a hazardous wastes or toxic substances, wastes, materials or similar terms in rules and regulations, as amended from time to time, which are adopted by any administrative agency including, but not limited to, the Environmental Protection Agency, the Occupational Safety and Health Administration and any such similar local, state or federal agency having jurisdiction over the Premises whether or not such rules and regulations have the force of law; or (vi) defined as a hazardous or toxic wastes, substances, materials or similar terms in any statute, regulation, rule or law enacted or adopted at any time after the date of this Lease by local authorities, the State of Mississippi, or the federal government.

Tenant shall not cause or permit the existence upon, or the discharge from the Premises of any Hazardous Materials, and Tenant shall immediately notify Landlord of the existence of any Hazardous Materials discovered on the Premises, whether placed there by spill, release, discharge, disposal or storage. Notwithstanding the foregoing, Tenant shall be allowed to have Hazardous Materials upon the Premises, without the necessity of providing Landlord with notice thereof or of obtaining Landlord's consent thereto, provided such substances are in customary amounts as commonly found in general office settings or are Regulated Waste as same is defined under 29 CFR §1910.1030(b) ("OSHA") or under any approved State version of OSHA if OSHA was not adopted in such State, or are otherwise substances considered medical waste or biohazardous waste, provided such substances and Regulated Waste are managed and disposed of by Tenant in accordance with applicable law.

Tenant shall promptly pay, discharge, or remove any claim, charge or lien upon the Premises, and shall indemnify and hold harmless Landlord, from any and all loss, damage or expense resulting from such Hazardous Materials that is discharged by Tenant or its contractors from the Premises. Such indemnification shall survive the expiration or early termination of this Lease.

Landlord shall deliver the Premises free and clear of Hazardous Materials and of any claim, charge or lien upon the Premises resulting from Hazardous Materials. Landlord shall indemnify and hold harmless Tenant and its successors and assigns from any and all loss, damage or expense resulting from such Hazardous Materials or from any claim, charge or lien upon the Premises resulting from Hazardous Materials that exists as of the Commencement Date or is discharged by Landlord or its employees, agents or contractors from or

on the Premises or Shopping Center. Such indemnification shall survive the expiration or early termination of this Lease.

27. Exterior Signs/Sign Criteria.

Subject to the terms hereof, Tenant shall have the right to place signage in accordance with Landlord's written signage criteria attached hereto as Exhibit C on the exterior, storefront above of the Premises' entrance, and, in addition, Tenant shall have the right to place a panel on the pylon sign for the Shopping Center in the location shown on Exhibit C-1 attached hereto. Tenant shall place no banners or signs upon the windows, outside walls or roof of the Premises or upon the Shopping Center without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Any and all signs placed on or in the Premises or the Shopping Center by Tenant shall be maintained in compliance with applicable law and written sign criteria established by Landlord from time to time and shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall have the right to change the sign criteria applicable to the Premises and the Shopping Center from time to time, at its discretion; provided, however, that if Landlord approves Tenant's signage hereunder and subsequently changes its signage criteria and requires Tenant to modify its signage, except to comply with a change in applicable law, all expense of such modification shall be paid by Landlord. Tenant shall be responsible for any damage caused by installation, use or maintenance of its signs, and Tenant agrees to repair all damage incidental to removal of said signs. After ten (10) days' notice to Tenant to remove any sign or rectify any condition in violation of Landlord's sign criteria, or in violation of this Section, Landlord may remove such sign or rectify such condition and, except as otherwise provided herein, charge any expenses incurred in so doing to Tenant.

28. Brokers.

Except for: (i) Brook Loper with 901 Properties ("Landlord's Broker") who represented Landlord and whose fee will be paid by Landlord pursuant to a separate agreement by and between Landlord and Landlord's Broker; and Landlord and Tenant hereby represent to each other that in connection with this Lease, neither party has dealt with any real estate broker, agent or other person or entity which could or may claim that it is entitled to any brokerage commission, fee or similar compensation. Each party shall indemnify, defend, protect and hold harmless the other, its agents and legal representatives, against any claim for such fee, commission, or other compensation claimed by any broker or agent utilized by such party with respect to this Lease.

29. Rights Cumulative/No Waiver.

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive to those given by law. No failure of either party to exercise any power given to such party hereunder, or to insist upon strict compliance by the other party with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of such party's right to demand exact compliance with the terms hereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of such stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

30. Definitions of Landlord and Tenant/Authority.

"Landlord" as used in this Lease shall include Landlord, its heirs and representatives, assigns and successors in title, and if this Lease shall be validly assigned by Landlord, shall include Landlord-assignees. "Tenant" shall include Tenant, its heirs and representatives, assigns and successors in title, and if this Lease shall be validly assigned or sublet by Tenant, shall include Tenant-assignees or sublessees. "Landlord" and "Tenant" shall include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. If either "Landlord" or "Tenant" is comprised of two (2) or more entities or individuals, each entity or individual shall be jointly and severally liable under the terms of this Lease. Landlord represents and warrants that: (i) the individual executing this Lease on its behalf is authorized to so do; (ii) it has obtained

any and all consents and approvals from third parties, including any lender, required for Landlord to enter into this Lease; and (iii) it has full right and authority to enter into this Lease. Tenant represents and warrants that the individual executing this Lease on its behalf is authorized to so do.

31. Interpretation of Lease.

Time is of the essence of this Lease. This Lease shall in all respects be construed and enforced according to the laws of the State of Mississippi. If any provision of this Lease shall be declared invalid or unenforceable, the remaining provisions shall nonetheless continue in full force and effect. This Lease may not be changed orally, but only by an agreement in writing signed by the parties hereto. The headings in this Lease are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Lease. As used in this Lease, the term "business day" shall be any day that is not a Saturday, Sunday or any state or federal holiday for which chartered state or federal banking institutions are closed. "Including" as used in this Lease, shall mean "including, but not limited to". "Hereof", "herein", or "hereunder" as used in this Lease, shall mean this Lease in its entirety, unless a specific section, subsection, or paragraph of this Lease is cited in conjunction therewith.

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. Tenant has only a usufruct, not subject to levy and sale.

The parties hereto acknowledge and agree that: (i) each party has reviewed the terms and provisions of this Lease and has been given the opportunity to so do with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Lease; and (iii) the terms and provisions of this Lease shall be construed fairly as to all parties hereto and not in favor or against any party, regardless of which party was generally responsible for the preparation of this Lease.

32. Waiver of Landlord's Lien Rights.

Landlord hereby expressly waives any statutory or other lien rights granted to Landlord under the applicable state laws in which the Premises is located for any of Tenant's assets, including, but not limited to, any personal property of Tenant located within the Premises, and if requested by Tenant, Landlord agrees to execute, at no cost to Tenant, such reasonable documentation required by Tenant (or Tenant's lender) to memorialize the waiver granted herein.

33. Waiver of Trial by Jury: THE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

34. Patriot Act Compliance.

Each party represents and warrants to the other party that: (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation, named by any Executive Order or the United States Treasury Department as a "terrorist", "Specially Designated National and Blocked Person" or other banned or blocked person, group or nation (collectively, "Banned Persons") pursuant to any anti-terrorism law; (ii) it is not engaged in this Lease transaction, or instigating or facilitating this Lease, directly or indirectly on behalf of any Banned Person; (iii) it currently does not appear, and throughout the Lease Term, neither the representing party, nor any officer, director, shareholder, partner, member or other owner of such party shall appear, on any list of Banned Persons; (iv) no anti-terrorism law prohibits the representing party from doing business with the other party; (v) the representing party, its officers, directors, or principal shareholders, partner, member, or other owner of the representing party, shall not, during the Lease Term, violate any anti-terrorism laws; and (vi) the representing party, its officers, directors, principal shareholders, partners or members shall not, during

the Lease Term, do business with any party, individual or entity that has violated or will violate any antiterrorism laws. For purposes of this Lease, "anti-terrorism laws" shall mean Executive Order 13224 and related regulations promulgated and enforced by the Office of Foreign Assets Control, the Money Laundering Control Act, the United States Patriot Act, or any similar law, order, rule or regulation enacted in the future. Each party hereby agrees to defend, indemnify, protect, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities, fines, penalties, expenses (including attorneys' fees) and costs arising from or related to a breach of the foregoing representations and warranties. In the event of any violation of the representations and warranties set forth in this Section during the Lease Term, the same shall be considered an event of default which shall entitle the non-defaulting party the right to exercise any and all rights and/or remedies available pursuant to applicable law and/or under this Lease for a default which specifically for said default shall include the right to terminate this Lease upon notice to the other party. The foregoing indemnity obligations shall survive the termination or expiration of this Lease.

35. Entire Agreement/Counterparts/Electronic Signatures.

This Lease and any addenda, exhibits or schedules attached hereto and incorporated herein by reference in this Lease contain the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. The submission of this Lease to Tenant shall not be deemed an offer to enter into the same by Landlord, but the solicitation of such an offer by Tenant, and shall not be binding unless and until executed by Landlord. This Lease and any amendments thereto may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. The execution of this Lease or any amendment thereto by any of the parties may be by means of a facsimile copy and/or electronic transmission of such party's signature, and the same shall be deemed to constitute the original signature of such party.

36. Lease Rider.

This Lease is subject to the Lease Rider contained in Exhibit "E" hereto. Such Exhibit "E" is hereby incorporated into this Lease and made a part hereof. If there is any conflict between the Lease Rider and the other terms of this Lease, the Lease Rider shall control.

37. Lease Contingencies.

This Lease shall be contingent upon the following events. If Tenant is unable to satisfy the following contingencies within ninety (90) days of the Effective Date, Tenant shall have the right to terminate this Lease by providing written notice of same to Landlord within ninety (90) days of the Effective Date. If Tenant fails to timely provide such written notice, Tenant's right to terminate this Lease under this Section 38 shall be deemed waived and void. The contingences are:

- (a) Obtaining the necessary regulatory approval from municipal, state, and federal authorities as required in the peration of a daycare in the Premises; and
- (b) Receipt of a building permit/occupancy permit for the Premises, or confirmation that a building permit will be issued upon the satisfaction of reasonable requirements.

Date. If Tenant fails to timely provide such written notice, Tenant's right to terminate this Lease under this Section 38 shall be deemed waived and void. The contingences are:

- (a) Obtaining the necessary regulatory approval from municipal, state, and federal authorities as required in the peration of a daycare in the Premises; and
- (b) Receipt of a building permit/occupancy permit for the Premises, or confirmation that a building permit will be issued upon the satisfaction of reasonable requirements.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officer or representative, have caused this Lease to be executed on the Effective Date hereof.

LANDLORD:

BY: _____

NAME: _____

TITLE: _____

TENANT:

Magic Kidz Learning Center

BY: _____

NAME: *Diannah Grant*

TITLE: *CEO*

7/4/2023

Exhibit A

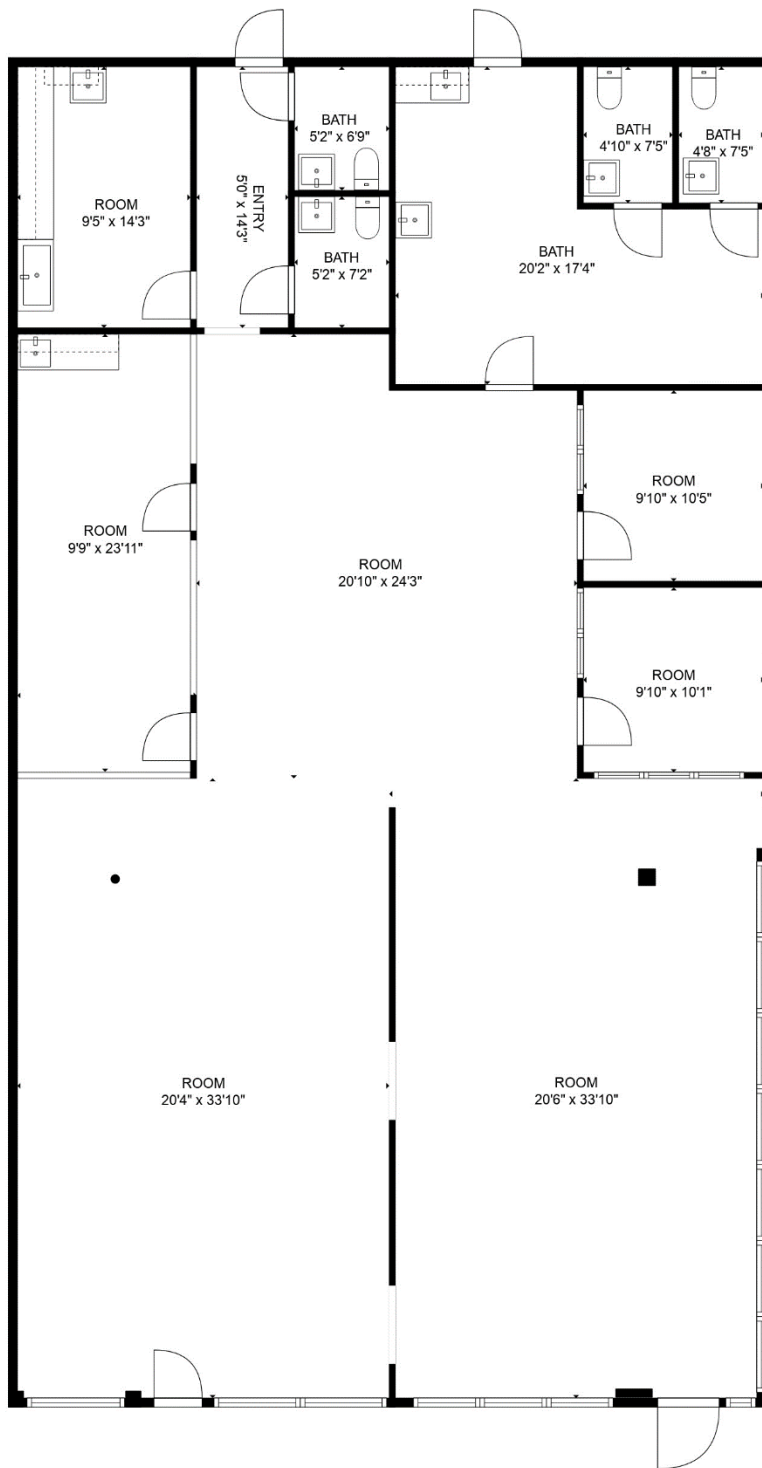
Drawing of the Shopping Center and the Premises (with the Premises identified)



Exhibit B

Tenant's Plans

Tenant's Plans shall consist of those drawings titled, Construction Documents, consisting of 1 (#) pages which are attached hereto:



B-1

Exhibit C

Commencement Date Agreement

This Commencement Date Agreement ("Agreement") is made this 1st day of September, 2023, by and between 901 Properties, LLC. ("Landlord") and Magic Kidz ("Tenant").

WITNESSETH:

WHEREAS, by Lease Agreement 7/4/2023 ("Lease"), Landlord leased to Tenant certain premises, the description of which is more particularly set forth in the Lease, located 4095 American Way, Memphis, TN.

WHEREAS, Landlord and Tenant desire to establish the Commencement Date and expiration date of the Lease.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Landlord and Tenant hereby agree as follows:

1. The Commencement Date of the Lease is 9/1/2023.
2. The expiration date of the Initial Term is 8/31/2028.
3. Rental payments under the Lease shall commence on 10/01/2023.
4. Tenant opened for business to the public on 11/1/2023.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. The execution of this Agreement by any of the parties may be by means of a facsimile copy and/or electronic transmission of such party's signature, and the same shall be deemed to constitute the original signature of such party.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be duly executed on the date first written above.

AGREED TO:

LESSOR:

LESSEE:

**Memphis Merit Academy
Real Estate, LLC.**

Magic Kidz

By: _____

By: _____

Name:

Name: Diannah Grant

Date: _____

Date: _____

C-1