

May 28, 2020

Item No. 3.9.

2611 Texas Avenue South – Lease Agreement

Sponsor: Natalie Ruiz, Director of Economic Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the lease of 3.1 acres including an approximately 28,949 square foot building at 2611 Texas Avenue South, formerly used as headquarters for the police department, to International American Education Federation, Inc., d/b/a International Leadership of Texas, a Texas Domestic Nonprofit Corporation, for an initial term of three years for the total amount of approximately \$1,015,580.

Relationship to Strategic Goals:

- Good Governance
- Financial Sustainability

Recommendation(s): Staff recommends approval of the lease agreement.

Summary: In late 2019 as the new police headquarters was nearing completion, staff began looking at potential short term leasing options for the existing police station building on Texas Avenue. At the same time the International Leadership of Texas School was looking for a temporary space for their high school students while a new building is being developed. The School currently owns and operates the educational facility located near the intersection of Longmire Drive and Graham Road that serves students from kindergarten through 8th grade. Starting this fall, the School will have their first high school students entering the 9th grade. Their plans are to add a grade level each year until they have all 9th, 10th, 11th and 12th graders at one facility. Ideally, the permanent high school building will be ready for students in the fall of 2023. The initial lease term is three years with the option for two, one-year extensions.

The lease provides for the City and School to work together on several operational items including the finish out of the interior, traffic control, parking and maintenance of the facility. More specifically minimizing the traffic impacts as the School adds students each year.

There is a mutual benefit to both the City of College Station and the school enhancing each party's ability to fulfill public and educational purposes. The City will be able to utilize the proceeds from the rent for public purposes while also being able to re-occupy the premises sometime in the future serving the best interests of its citizens and general public.

Budget & Financial Summary: Base Rent is calculated on an annual basis but prorated as a monthly rate and paid on a monthly basis. Rent for the initial Lease Term is as follows:

August 1, 2020 through July 31, 2021 (\$268,703 total):

August 1 – September 30: \$0/mo.

October 1-July 31: \$26,870.30/mo.

August 1, 2021 through July 31, 2022 (\$336,918.12 total):

August 1-July 31: \$28,076.51/mo.

August 1, 2022 through September 30, 2023 (\$409,957.94 total):

August 1-September 30: \$29,282.71/mo.

Reviewed & Approved by Legal: No

Attachments:

1. Lease Agreement



LEASE AGREEMENT

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

This Lease Agreement (the "Lease") made and entered into as of this _____ day of _____, 2020, by and between the City of College Station, Texas, a home-rule municipality ("Landlord"), and **International American Education Federation, Inc., d/b/a International Leadership of Texas, a Texas Domestic Nonprofit Corporation** ("Tenant" or "Lessee").

WITNESSETH

Landlord is the owner of a tract of land located in the City of College Station, College Station County, Texas, containing approximately 3.1 acres including an approximately 28,949 square foot building formerly used as Landlord's headquarters for its police department as well as other minor structures. This area is more particularly described in **Exhibit "A"** which is attached and made apart hereof for all purposes.

Tenant desires to lease the Premises and the Improvements thereon from Landlord upon the terms and conditions set forth herein.

Landlord and Tenant agree that this Lease will be of mutual benefit through enhancing each party's ability to fulfill public purposes and educational purposes by allowing Tenant to use the Premises and its Improvements to operate a charter high school for the education of its students and by Landlord using the proceeds from the rent towards public purposes while also being able to re-occupy the Premises sometime in the future in furtherance of its municipal public goals all of which serves the best interests of its citizens and general public. This Lease reflects a fair value to Landlord and Tenant for the lease of the Premises and its Improvements.

NOW, THEREFORE, Landlord and Tenant agree as follows:

**ARTICLE I
DEFINED TERMS**

Section 1.01. Definitions. For all purposes of this Lease, unless the context otherwise requires the following capitalized terms shall have the meaning indicated below:

"Base Rent" means the minimum amount of Rent payable to City by Tenant to occupy and use the Premises, excluding net costs such as utilities and other costs as may be set forth in this Lease.

"Code" means the Internal Revenue Code of 1986, as amended.

“Effective Date” means the date this Lease is duly approved by both parties. For the Landlord, its date approval is the date approved by its City Council.

“Improvements” means all buildings, structures, and other Improvements currently existing including a main building approximately 28,949 square feet in size, 5 accessory storage structures, and other associated Improvements and appurtenances including outside HVAC equipment, two parking areas, two outdoor generators, and as further set forth in **Exhibit “B”** attached hereto and made a part hereof. Improvements include any future Improvements properly made, installed, constructed, placed, erected or otherwise present on the Leased Premises in accordance with this Lease after the Effective Date hereof.

“Leased Premises” or “Premises” means the Premises and the Improvements thereon with a street address of 2611 Texas Avenue South, College Station, TX 77840 which are being leased by Tenant from Landlord in accordance with this Lease and as further described in **Exhibit “A”** and **Exhibit “B”** which are attached hereto and made a part hereof.

“Lease Term” means the period commencing on August 1, 2020, and terminating at midnight on September 30, 2023 unless the Lease Term shall sooner terminate as set forth in this Lease, and unless duly extended in accordance with the terms herein.

“Permitted Use” means the use and occupancy of the Premises for an instructional teaching facility as an accredited charter high school owned and operated by Tenant, including pedagogical instruction, physical education, extracurricular activities, and any and all other related appropriate uses typical for a general public or Texas-chartered high school, except as may be expressly limited in this Lease.

“Regulations” means the applicable proposed, temporary or final Income Tax Regulations promulgated under the Code.

“Rent” means the amount payable to Landlord and includes the assumption of all costs by Tenant associated with Tenant’s occupancy and use the Premises during the term of this Lease and for which Rent may be adjusted from time to time in accordance with the terms herein.

ARTICLE II GRANT AND TERM OF LEASE, RENTAL

Section 2.01. Leasing Clause; Term. In consideration of the obligation of Tenant to pay Rent herein provided and in consideration of the other terms, covenants, and conditions of this Lease, Landlord does hereby lease, and let unto Tenant, and Tenant does hereby take and lease from Landlord, the Leased Premises, to use and occupy the Leased Premises, together with all rights, privileges, easements, and appurtenances belonging to or in any way appertaining to the Leased Premises for the Lease Term, upon and subject to the terms, conditions, and agreements hereinafter contained.

The Lease Term may be automatically extended by Tenant for up to a maximum of two 1 year renewal periods upon one hundred eighty (180) days advance written notice to Landlord prior to the end of the Lease Term for each renewal period.

Section 2.02. Security Deposit. Within 10 days of the Effective Date of this Lease, Tenant shall pay Landlord a deposit in the amount of Thirty Thousand One Hundred Fifty Five Dollars and Twenty Cents (**\$30,155.20**) hereinafter sometimes referred to as the “Security Deposit.” Currently, the last month of the initial Lease Term is September 30, 2023

The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provisions of this Lease, including, but not limited to, the provisions relating to the payment of Rent, Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other sum in default, or for the payment of any amount that Landlord may spend or become obligated to spend by reason of Tenant’s default, or to compensate Landlord for any other loss or damage that Landlord may suffer by reason of Tenant’s use of the Premises or by reason of Tenant’s default. If any portion of the Security Deposit is so used or applied, Tenant shall, within ten (10) business days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount, and Tenant’s failure to do so shall be a default under this Lease. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit, or any balance thereof, shall be returned to Tenant, or, at Landlord’s option, to the last assignee of Tenant’s interest hereunder, within sixty (60) days following the expiration of the Lease Term. Tenant shall not be entitled to any interest on the Security Deposit.

Section 2.03 Prepaid Rent. Tenant shall pay an amount equal to the third month’s Base Rent upon the Effective Date of this Lease. Thereafter, Rent shall be due and payable in accordance with the provisions of Section 2.04 below.

Section 2.04. Base Rent. Base Rent may be calculated on an annual basis but prorated as a monthly rate and paid on a monthly basis. Rent for the initial Lease Term shall be as follows:

August 1, 2020 through July 31, 2021:

August 1 – September 30:	\$0/mo.
October 1- July 31:	\$26,870.30/mo.

August 1, 2021 through July 31, 2022:

August 1-July 31:	\$28,076.51/mo.
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August 1, 2022 through September 30, 2023:

August 1-September 30:

\$29,282.71/mo.

In the event the Lease Term is renewed in accordance with the provisions of this Lease, the Base Rent for each additional term this Lease is in effect shall be adjusted to reflect any upward change in the market rate as determined by the Consumer Price Index for Housing or upward as may be mutually agreed upon in writing by the parties. The Base Rent shall be paid monthly with the first payment due and payable within ten (10) days of the execution of this Lease, and with the due date to fall thereafter on the first of the month. Failure to timely pay the Base Rent to Landlord shall be considered a breach and may result in termination of this Lease by Landlord pursuant to the termination provisions herein.

Section 2.05. Lease Commencement. The Lease Commencement Date shall be as follows:

August 1, 2020 (the “Lease Commencement Date”)

Section 2.06. Net Rent. This is an absolutely net lease, and except as may be expressly set forth elsewhere in this Lease all taxes, utilities, costs of Improvements, maintenance, repairs, alterations, additions, replacements, and insurance relating to the Leased Premises shall be at the sole cost and expense of Tenant; and Landlord shall not be obligated to make any Improvements, repairs, alterations, additions, or replacements whatsoever to the Leased Premises other than what may be expressly provided for in this Lease. Throughout the term of this Lease Tenant, at Tenant’s own cost and expense, shall keep the Improvements, and all appurtenances thereunto belonging, in good and safe condition, order, and repair; and Tenant shall conform to and comply with all valid ordinances, regulations or laws, including federal, state and municipal, affecting the Leased Premises, and Tenant shall be responsible for all penalties, damages, or charges imposed or incurred for any violation by Tenant of such ordinances, regulations, or laws whether occasioned by the neglect of Tenant or by Tenant’s agent, contractor, or licensee then upon or using the Leased Premises.

Tenant shall also be responsible for any and all costs arising out of any accident or other occurrence causing injury to or death of persons, or damage to property, due to the condition of the Leased Premises, or of any buildings or other Improvements now or hereafter situated thereon, or the fixtures or personal property thereon or therein, or due to the use or neglect thereof by Tenant or any other persons holding under Tenant. It is not Tenant’s intent, nor should this provision be construed otherwise, to waive the Landlord’s governmental immunities against premises defects or any legal defenses to any suits or claims for damages.

Section 2.07. Utilities. Tenant, at Tenant’s sole cost and expense, shall be responsible for the securing and use of all utility services to all portions of the Leased Premises and for all other related utility expenses, including, but not limited to, deposits and expenses required for the installation of meters except as may be expressly provided for elsewhere in this Lease. This includes Tenant being responsible for electrical, water, sewer, gas, sanitation, cable and/or internet connectivity services. Tenant further covenants and agrees to pay all costs and expenses for any extension, maintenance or repair of any and all utilities serving the Leased Premises. In addition, Tenant agrees that all utilities, air conditioning and heating equipment and other electrically-operated equipment which may be used on the Leased Premises shall fully comply with Landlord’s

Mechanical, Electrical, Plumbing, Building and Fire Codes, as they exist or may hereafter be amended.

Section 2.08. TAXES AND ASSESSMENTS. Tenant is tax exempt entity and therefore does not pay any federal, state or local taxes; but, to the extent applicable agrees to pay any assessments which may lawfully be levied against Tenant due to Tenant's use or occupancy of the Premises or any Improvements or property placed on the Leased Premises by Tenant as a result of its occupancy.

Section 2.09. Bonds Required of Lessee. For construction of Improvements exceeding \$50,000, including a series of Improvements which total exceeds \$50,000, Tenant shall deliver to Landlord a bond, executed by a corporate surety in a form acceptable to Landlord in the full amount for such Improvement or series of Improvements. The bond shall guarantee (i) satisfactory compliance by Tenant with all applicable requirements, terms and conditions of this Lease, including, but not limited to, the satisfactory completion of the respective Improvements, and (ii) full payments to all persons, firms, corporations or other entities with whom Tenant has a direct relationship for the construction of such Improvements. In lieu of the required bond, Tenant may provide Landlord with a cash deposit or an assignment of a certificate of deposit in an amount equal to 125% of the full amount of each construction contract or Improvement. If Tenant makes a cash deposit, Tenant shall not be entitled to any interest earned thereon.

Section 2.10 License to enter Premises Prior to Lease Commencement Date. Following the Effective Date of this Lease but prior to the Lease Commencement Date, upon full compliance with the insurance provisions herein, and upon notice to Landlord, Landlord shall make the Premises available to Tenant at all reasonable times in order for Tenant, its agents and representatives, to conduct activities related to planning for its use and occupancy of the Premises as set forth in this Lease. This includes the engagement of a space planner of its choice.

Tenant assumes all risk and responsibility relating to its use and occupancy of the Premises under this right of entry prior to the Lease Commencement Date and agrees to hold Landlord harmless, to indemnify Landlord and to assume full responsibility for any and all damages, injuries, death, legal actions, claims, and negligence of any kind whether by either party or a third party arising in whole or in part to Tenant's rights under this section.

ARTICLE III TENANT USE OF PREMISES

Section 3.01 General Use. Tenant may use and occupy the Premises beginning on the Effective Date of this Lease in accordance with the following:

- A. Permitted Use.** The Leased Premises may be used only for the Permitted Use unless expressly agreed otherwise in writing by the parties. Tenant understands and agrees that should a specific use of the Lease Premises unreasonably jeopardize the public purpose of this Lease including ensuring the tax exempt status of any of Landlord's bonds that are currently exempt all as determined by Landlord, that the parties shall work together to modify

or remove such use to the degree necessary to preserve the public purpose nature of this Lease; otherwise the Landlord may advise Tenant and Tenant shall cease such use or be in breach of this Lease and face termination as set forth elsewhere herein. Notwithstanding the foregoing, the Landlord agrees and represents that the Permitted Use of the Premises for high school educational purposes, including physical education and extracurricular activities generally as set forth in this Lease do not interfere with the public purpose of this Lease.

- B. NON-DISCRIMINATION COVENANT.** Tenant, for itself, its personal representatives, successors in interest and assigns, as part of the consideration herein, agrees that no person shall be excluded from participation in or denied the benefits of Tenant's use of the Leased Premises on the basis of race, color, national origin, religion, disability, sex, sexual orientation, transgender, gender identity or gender expression. Tenant further agrees for itself, its personal representatives, successors in interest and assigns that no person shall be excluded from the provision of any services on or in the construction of any Improvements or alteration to the Leased Premises on grounds of race, color, national origin, religion, disability, sex, sexual orientation, transgender, gender identity or gender expression.
- C. Unlawful and Improper Use.** In no event may all or any portion of the Lease Premises be used for any unlawful use or any use other than the Permitted Use. Further, Tenant shall use and occupy the Leased Premises in compliance with this Lease and with all applicable laws, ordinances, restrictions, rules and regulations.

Section 3.02 Parking, Queuing, and Designation of School Zone.

- A. Parking.** Tenant shall have exclusive use of the parking areas shown on the Lease Premises in **Exhibit "A."** As part of the consideration for use and occupancy of the Premises, Tenant agrees to not park on William King Cole Drive nor allow others associated with Tenant's use and occupancy to do so. This includes students, parents, and third party vendors associated with Tenant.

Tenant agrees when parking motor vehicles and other modes of transportation such as bicycles, scooters and similar devices to use only the current parking lots unless Tenant makes adequate accommodations and with advance approval from Landlord.

Tenant agrees and understands that Landlord, as a home-rule municipality, reserves the right to regulate on street parking in exercising its legislative and police powers.

- B. Queuing.** Tenant shall limit before and after school student pickup vehicle queuing to the Premises only and prohibit the usage of public streets for this purpose.
- C. School Zone.** Traffic operations associated with Tenant's use and occupancy of the Premises must be contained within the Premises and no School Zone designations will be allowed on Texas Avenue or William King Cole Drive unless the parties agree otherwise in writing.

Section 3.03 Furniture. Tenant shall have the right to use any and all furniture, fixtures, equipment and personalty left at the Premises at no cost to Tenant. These Improvements will be listed in **Exhibit "B"** and signed off on by both parties prior to the Lease Commencement Date and incorporated into this Lease. Tenant understands that this right is for accepting same in an AS IS condition without warranty, promise, nor guaranty of any kind as to condition, appropriateness for use, and so on.

Section 3.04 Signage and Building Alternations. Tenant at Tenant's expense shall be responsible for any desired building fascia or monument signage, which shall require Landlord approval as improvements to the Premises. Such approval shall not be unreasonably withheld. Signage and building alternations must comply with applicable laws, rules and regulations, including permitting.

Section 3.05 Maintenance Services. Janitorial services, lawn care services and similar types of services necessary to properly maintain the Premises shall be the responsibility of Tenant which agrees to secure same at its sole cost and expense.

Section 3.06 Tax-Exempt Status of Lessee. The Lessee hereby represents and warrants as follows:

- A.** The Lessee is an organization exempt from federal income taxation under Section 501(a) of the Code by virtue of being described in Section 501(c)(3) of the Code;
- B.** The purposes, character, activities and methods of operation of the Lessee have not changed materially since its organization and are not materially different from the purposes, character, activities and methods of operation at the time of its receipt of a determination by the Internal Revenue Service that it was an organization described in Section 501(c)(3) of the Code (the "**Determination**");
- C.** The Lessee has not diverted a substantial part of its corpus or income for a purpose or purposes other than the purpose or purposes for which it is organized or operated and disclosed to the Internal Revenue Service in connection with the Determination;
- D.** The Lessee has not operated since its organization in a manner that would result in it being classified as an "action" organization within the meaning of section 1.501(c)(3)-(1)(c)(3) of the Regulations including, but not limited to, by promoting or attempting to influence legislation by means of propaganda or otherwise;

- E.** With the exception of the payment of compensation (and the payment or reimbursement of expenses) that is not excessive and is for personal services that are reasonable and necessary to carrying out the purposes of the Lessee, no person controlled by any such individual or individuals nor any person having a personal or private interest in the activities of the Lessee has acquired or received, directly or indirectly, any income or assets, regardless of form, of the Lessee during the current fiscal year and the period, if any, preceding the current fiscal year for which no report has been filed to the Internal Revenue Service, other than as reported to the Internal Revenue Service by the Lessee;
- F.** The Lessee is not a "private foundation" within the meaning of Section 509(a) of the Code;
- G.** The Lessee has not received any indication or notice whatsoever to the effect that its exemption under Section 501(c)(3) of the Code has been revoked or modified, or that the Internal Revenue Service is considering revoking or modifying such exemption, and such exemption is still in full force and effect;
- H.** The Lessee has filed with the Internal Revenue Service all requests for determination, reports and returns required to be filed by it and such requests for determination, reports and returns have not omitted or misstated any material fact and has notified the Internal Revenue Service of any changes in its organization and operation since the date of the application for the Determination;
- I.** The Lessee has not devoted more than an insubstantial part of its activities in furtherance of a purpose other than an exempt purpose within the meaning of Section 501(c)(3) of the Code; and
- J.** The Lessee has not taken any action, nor does it know of any action that any other person has taken, nor does it know of the existence of any condition that would cause the Lessee to lose its exemption from taxation under Section 501(a) of the Code or cause the interest on any obligation that financed or refinanced the Leased Premises to become taxable to the recipient thereof because such interest is not excludable from the gross income of such recipient for federal income tax purposes under Section 103(a) of the Code.

Section 3.07 Use of Leased Premises. The Lessee covenants and represents as follows:

- A.** No more than five percent of the Leased Premises will be used, directly or indirectly, in the trade or business of any person other than a governmental unit or an organization described in Section 501(c)(3) of the Code (hereinafter referred to as "exempt persons") or in "unrelated trade or business". For purposes of the foregoing, any use of such proceeds or facilities in any manner contrary to the guidelines set forth in Revenue Procedures 2017-13, 2017-6 I.R.B. 787, or any amendments, revisions or supplements thereto, shall constitute the use of such proceeds or facilities

- in the trade or business of a person other than an exempt person;
- B.** The Lessee will take such action or will refrain from any action that would adversely affect the exclusion from gross income under Section 103(a) of the Code of the interest paid on any obligation that financed (or refinanced) the Leased Premises;
- C.** No part of the Leased Premises shall be used for sectarian instruction or as a place of religious worship or in connection with any part of the program of a school or department of divinity or any religious denomination; and
- D.** The Lessee will not use any portion of the Leased Premises to provide the following: an airplane, a skybox or other private luxury box, a facility primarily used for gambling or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

**ARTICLE IV
REQUIREMENTS FOR OCCUPANCY, USE AND IMPROVEMENTS**

Section 4.01. Tenant Construction of Improvements.

- A. General.** Tenant may make Improvements to the Leased Premises as set forth herein. Unless agreed upon otherwise in writing by the parties in advance, Tenant shall assume all responsibility for making Improvements to the Leased Premises, including cost, risk, expense, ensuring the Leased Premises are not damaged as a result of such Improvements, and so on. Tenant shall see that the Improvements are installed and maintained in a good and workmanlike manner in compliance with applicable rules and regulations including the building codes, zoning ordinances and other regulations of Landlord.
- B. Approval required.** Tenant agrees to advise Landlord and receive Landlord written approval in advance of any Improvements valued over \$10,000 and for any Improvements requiring approval from a regulatory entity, for which such approval shall not be unreasonably withheld. This includes Improvements that necessitate obtaining building permits and similar development and construction related permits as well as inspections and approvals from Landlord's Planning and Development Services Department.
- C. Ownership of Improvements.** The Improvements and any permanent modifications, additions, restorations, repairs and replacements thereof hereafter placed or constructed by Tenant, at Tenant's expense, upon the Leased Premises shall be owned by Tenant, its successors and assigns, until the expiration of the Lease and any extensions thereof; provided that (i) the terms and provisions of this Lease shall apply to the Improvements; and (ii) the Improvements (with the exception only of movable trade fixtures, furniture, books, computer connections but excluding computer cabling, educational equipment but excluding

HVAC, plumbing, electrical, and mechanical equipment, and personality) shall be surrendered to and become the absolute property of Landlord upon the termination of the Lease term, whether by expiration of time or otherwise. Personalty shall remain the property of Tenant unless abandoned by Tenant.

- D. At the completion of an Improvement. Tenant shall provide to Landlord a complete set of Record Drawings and/or As-Built Drawings, warranties, owner or instructional manuals, etc. as may be applicable.
- E. Current Anticipated Improvements. In order to ready the Leased Premises for its use and occupancy, Tenant intends to make certain Improvements immediately. These Improvements will be set forth in **Exhibit "C"** attached hereto and made a part hereof, and may be changed from time to time in writing by the parties hereto and incorporated into this Lease.

ARTICLE V LIENS

Section 5.01. Liens. It is expressly acknowledged and understood that Landlord does not consent, and has not by the execution and delivery of this Lease consented, to the imposition of any liens upon the Landlord's interest in the Leased Premises by any party whomsoever. Tenant covenants and agrees that all Improvements at any time constructed upon the Leased Premises will be completed free and clear of all valid liens and claims of contractors, subcontractors, mechanics, laborers and materialmen, and other claimants related to the Improvements. **Tenant further covenants and agrees to protect, indemnify, defend and hold harmless Landlord from and against all bills and claims, liens and right to liens for labor and materials and architects', contractors' and subcontractor's claims, and all fees, claims and expenses incurred by Tenant incident to the construction and completion of any Improvements, including without limitation any attorney's fees and court costs, which may be incurred by Landlord in connection therewith.**

ARTICLE VI ASSIGNMENT AND SUBLETTING

Section 6.01. Assignment. Assignment is prohibited unless expressly approved in writing by Landlord.

Section 6.02. No Release of Tenant. Notwithstanding anything contained in this Lease to the contrary, no sublease entered into by Tenant, whether voluntary, by operation of law or otherwise, shall release, discharge or in any way diminish the debts, duties and obligations of Tenant under the terms of this Lease, including without limitation the obligation to pay any sums due to Landlord under this Lease.

ARTICLE VII CONDITION OF PREMISES,

MAINTENANCE AND REPAIR

Section 7.01 Condition of Premises.

- A. General.** Tenant acknowledges and understands that the terms of this Lease are based upon Tenant leasing the Premises in an “AS IS”, “WHERE IS”, “WITH ALL FAULTS” basis, subject to ordinary wear and tear from the Effective Date of this Lease until termination thereof, and except as expressly set forth below, Landlord has no obligation to repair any damage to or defect in the Premises, replace any personalty, equipment or fixtures, or otherwise remedy any matter affecting the condition of the Premises. BUYER ACKNOWLEDGES and agrees that by entering into the Lease that it accepts the Premises on an “AS IS” “WHERE IS” basis “WITH ALL FAULTS” with no right of setoff or reduction of Rent.
- B. Delivery Condition by Landlord.** Landlord shall deliver the Premises in an AS IS condition as set forth above EXCEPT that Landlord assumes responsibility to ensuring that the HVAC system, roof and structural components of the main building on the Premises are delivered to Tenant in good working order by the Lease Commencement Date; and that same are in compliance with applicable rules and regulations, including Mechanical, Electrical, Plumbing, Building and Fire Codes as they exist as of the Effective Date.

Section 7.02. Operating Expenses. Tenant agrees to pay promptly any and all expenses of operation of the Leased Premises including, but not being limited to, electricity, water, gas, sewer, and telephone. The amounts payable to Landlord hereunder as Rent shall be absolutely net to Landlord, without diminution by reason of any expenses of operation of the Leased Premises.

Section 7.03. Repairs, Compliance with Laws.

- A. Tenant.** Except as expressly provided for otherwise in this Lease, Tenant assumes full responsibility to keep the Leased Premises and all Improvements in good repair and condition. This shall include but not be limited to the irrigation, drainage, maintenance and repair to the lawn, landscaping, parking lots and lighting on the Leased Premises but shall expressly exclude the HVAC system and the roof and structural integrity of the main structure on the Premises which shall be the responsibility of Landlord. At the end or other expiration of the term of this Lease Tenant shall deliver up the Leased Premises and all Improvements thereon in good condition, reasonable wear and tear and loss excepted. Unless agreed upon otherwise in writing by the parties, Tenant agrees that in case of damage to, or destruction of, any Improvements or the fixtures and equipment thereof, that it will promptly, at its own expense, repair, or rebuild the same to the end that upon the completion of such repairs, restoration or rebuilding the value, both physical and economic, of the Improvements shall be at least substantially equal to the physical and economic value of the same immediately

prior to such repair or rebuild being necessitated including because of fire, flooding or other casualty.

B. Landlord. Landlord assumes responsibility for the proper maintenance and repair of the approximately 28,949 square foot main building with respect to its roof, HVAC system and structural integrity. This includes compliance with all applicable rules and regulations.

ARTICLE VIII INSURANCE REQUIREMENTS.

Section 8.01. General. Tenant agrees to provide and maintain at all times during this Lease at Tenant's own cost and expense, for the benefit of Landlord and Tenant as their interests may appear, insurance policies in an amount covering the Premises and all Improvements and betterments and any equipment, trade fixtures, furnishings, inventory, personalty and use of Tenant at not less than one-hundred percent (100%) of the full insurable value.

Section 8.02. Maintenance of Insurance. All insurance required by this Article shall be issued by insurers reasonably acceptable to Landlord. Tenant shall provide that such insurance, as to the interests of Landlord, shall not be invalidated by any act or omission of Tenant or any occupant of the Leased Premises which might otherwise result in the forfeiture of such insurance. To the extent permitted by law, all such policies shall name Landlord and Tenant as insureds, as their interests may appear, and shall provide that they shall not be canceled, suspended, non-renewed or reduced in limits of liability unless and until not less than thirty (30) days' prior written notice of such change has been served upon Landlord and Tenant. All renewals shall be delivered to Landlord not less than thirty (30) days before policies expire. In all cases, Tenant shall ensure Landlord is notified not less than 30 days before expiration, termination, alteration, renewal or change of insurance coverage occurs. Tenant agrees to add Landlord as Loss Payee to any property coverage.

Certificates evidencing required insurance shall be furnished to Landlord by Tenant. Landlord shall have the right, from time to time during the term of this Lease, to require Tenant to carry greater amounts of such insurance than described in this Article; provided however, that such greater amounts are normally and customarily carried by governmental entities and/or entities similar to Tenant.

During the term of this Lease, Tenant's insurance policies shall meet the minimum requirements of this section. Subject to the foregoing, the insurance requirements are as follows:

Section 8.03. Types. Tenant shall maintain the following lines of coverage:

- A.** Commercial General Liability
- B.** Business Automobile Liability
- C.** Workers' Compensation/Employer's Liability
- D.** Property Insurance

Section 8.04. General Requirements Applicable to All Policies. The following general requirements applicable to all policies shall apply:

- A. Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent.
- B. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the Landlord's Representative at the time of execution of this Lease; shall be attached to this Lease as **Exhibit "D"**; and shall be approved by the Landlord before any construction, improvements, or occupancy begins.
- C. Tenant shall be responsible for all deductibles on any policies obtained in compliance with this Lease. Deductibles shall be listed on the Certificates of Insurance.
- D. Landlord will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- E. Landlord will not accept "claims made" policies.
- F. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the Landlord.

Section 8.05. Commercial General Liability. The following Commercial General Liability requirements shall apply:

- A. Commercial General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement listing the Landlord as Additional Insured with a waiver of subrogation rights in favor of the Landlord; and provide "primary and non-contributory" language with regard to self-insurance or any insurance the Landlord may have or obtain.
- C. Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the Landlord's review and acceptance.
- E. The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); Host Liquor Liability, Personal & Advertising Liability, and sexual molestation and abuse.

Section 8.06. Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- A. Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.

- B. Policies shall contain an endorsement listing the Landlord as Additional Insured with a waiver of subrogation rights in favor of the Landlord; and provide “primary and non-contributory” language with regard to self-insurance or any insurance the Landlord may have or obtain.
- C. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- D. The Business Automobile Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- E. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

Section 8.07. Workers’ Compensation/Employer’s Liability Insurance. The Workers’ Compensation Insurance shall include the following terms:

- A. Employer’s Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- B. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy; and
- C. TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY”.

Section 8.08 Property Insurance. The Property Insurance shall include the following terms:

- A. Coverage for perils including but not limited to fire, extended coverage, vandalism, malicious mischief, windstorm, hail, etc. in amount covering Leased Premises, Improvements, Betterments, and any equipment, trade fixtures, furnishings, inventory, and personalty of Tenant at not less than 100% of their full insurable replacement value.
- B. Tenant shall buy and maintain property insurance covering all real property and fixtures, equipment, and tenant improvements and betterments. Such insurance shall be written on an all risks basis and, at a minimum, cover the perils insured under ISO special causes of loss form CP 10 30, to include windstorm, hail and flood, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles.
- C. Any co-insurance requirement in the policy shall be waived.
- D. City shall be included as loss payee under the property insurance policy.
- E. Tenant shall buy and maintain boiler and machinery insurance required by contract documents or by law, covering real property, fixtures, equipment

and tenants improvements or betterment from loss or damage caused by equipment breakdown.

- F. In the event of any loss, damage or casualty which is covered by one or more of the types of insurance described above, the parties to this Lease shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which shall be held in trust by the Landlord, including interest earned by the City on such proceeds, for use according to the terms of this Lease.
- G. The parties agree that such insurance proceeds shall be used to repair and restore damaged improvements to their former condition and usefulness or replacement of the same with equivalent or more suitable improvements.
- H. When sufficient funds are available, using insurance proceeds described above, the parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:
 - 1. Repair and restore damaged building(s) and/or improvements to their former condition, or
 - 2. Replace said building(s) and/or improvements with a new building(s) and/or improvements on the premises of a quality and usefulness at least equivalent to, or more suitable than, damaged building and/or improvements.
- I. Tenant and landlord agree that insurance carried or required to be carried by either of them against loss or damage to property by fire, flood, earthquake, acts of terrorism, acts of war, or other casualty shall contain a clause whereby the insurer waives its right to subrogation against the other party, its elected officials, directors, employees, volunteers, and agents, and each party, to the extent allowed by law, shall indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver.

Section 8.09. Additional Insurance Requirements. The Tenant's insurance shall list the Landlord, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "D"**. If, at any time, Tenant's insurance carriers refuse to name Landlord as an additional insured on policies written for Tenant, then Tenant shall immediately advise Landlord in writing and Landlord shall have the option to require Tenant to change insurance carriers or to immediately terminate this Lease unless the Tenant takes such action to comply with this requirement.

Section 8.10. Application of Proceeds of Property Insurance. All proceeds payable pursuant to the provisions of any policies of casualty insurance shall be collected and held by Tenant in a designated account, which account shall be identified promptly to Landlord and Landlord shall be apprised regularly of the amount of funds in such

account, and such funds shall be applied for the following purposes:

- A. All proceeds shall first be used, subject to any other conditions contained in this Lease, as a fund for the restoration and repair of any and all buildings, improvements, betterments and equipment comprising a part of the Leased Premises which have become destroyed or damaged. Such proceeds in such event shall be used and applied in satisfaction and discharge of the cost of the restoration of the destroyed or damaged buildings, improvements, betterments and equipment.
- B. Such funds shall be paid out from time to time to persons furnishing labor or materials, or both, including architects' fees and contractors' compensation in the construction work, on vouchers approved by a licensed architect or engineer employed by Tenant to superintend work.
- C. Any funds not disbursed and remaining after the completion of the restoration of the repair work and the payment and discharge of the cost thereof shall be applied to any sums due hereunder and the balance shall be delivered to or retained by Tenant.

Section 8.11. Loss Adjustments. Landlord shall have the right to participate in all negotiations relating to loss adjustments for the Leased Premises.

ARTICLE IX INDEMNIFICATION AND RELEASE

Section 9.01. Indemnification. To the extent allowed by law, the Tenant shall indemnify, hold harmless, and defend the Landlord, its Council members, officials, officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services or use or occupation of the Leased Premises by Tenant under this Lease. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Landlord, any other party indemnified hereunder, the Tenant, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

Section 9.02. Release. The Tenant assumes full responsibility for the work to be performed and for the use and occupation of the Leased Premises hereunder and hereby releases, relinquishes, and discharges the Landlord, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Tenant's work, use or occupation related to the Leased Premises. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the

Landlord, any other party released hereunder, the Tenant, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

Section 9.03. Responsibility for Claims. As primary insurance, the Tenant shall be responsible for management of all claims, damages, liability and court awards including costs, expenses and attorney's fees incurred as a result of any action or omission of the parties as set forth in this Article. Tenant agrees to provide Landlord a periodic reporting of any and all such matters upon request.

Secondarily, the Landlord may choose to be responsible for the management of all claims, damages, liability and court awards including costs, expenses and attorney's fees incurred as a result of any action or omission of the parties or their respective officers, employees, and agents in connection with the performance of this Lease to the extent any such loss is not covered by Tenant's insurance coverage.

ARTICLE X DEFAULT AND BREACH

Section 10.01. Events of Default. The following events and such other events as may be expressly set forth elsewhere in this Lease shall be deemed to be events of default by Tenant under this Lease and Tenant may be considered in breach of this Lease ("**Events of Default**"):

- A.** If Tenant shall fail to pay any sum of money payable hereunder on the date the same is due including Base Rent and Rent, and such failure shall continue for a period of thirty (30) days after written notice to Tenant.
- B.** If Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of Rent or other sums of money, and shall not cure such failure within thirty (30) days after due written notice thereof to Tenant; or if such failure cannot reasonably be cured within the said thirty (30) days and Tenant shall not have commenced to cure such failure within such thirty (30) day period and shall not thereafter with all due diligence and good faith proceed to cure such failure as soon as reasonably practicable.
- C.** If a decree or order by a court of competent jurisdiction shall have been entered adjudging Tenant bankrupt or insolvent or appointing a receiver or trustee or assignee in bankruptcy or insolvency of all or substantially all of its property, and any such decree or order shall have continued in force undischarged or unstayed for a period of ninety (90) days.
- D.** If Tenant shall do or permit to be done anything that creates a lien upon Landlord's interest in the Leased Premises, and any such lien is not discharged or bonded within ninety (90) days after filing.
- E.** If Tenant abandons the Leased Premises or otherwise lets it fall into a

state of disrepair such that it can no longer be safely occupied or used.

Section 10.02. Remedies. Upon the occurrence of any such Event of Default or breach, Landlord shall have the right, at Landlord's election to pursue, in addition to and cumulative of any other rights Landlord may have, at law or in equity, any one or more the following remedies without any notice or demand whatsoever:

- A. Terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying such premises or any part thereof, without being liable for prosecution or any claim of damages therefore.
- B. With an appropriate court order, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying such premises or any part thereof without being liable for prosecution of any claim for damages therefore.
- C. If Tenant shall default in the performance of any of its covenants, obligations or agreements contained in this Lease, Landlord, after thirty (30) days' written notice to Tenant, specifying such default or shorter notice if any emergency exists, may but without any obligation so to do perform the same for the account and at the expense of Tenant, and the amount of any payment made or other reasonable expenses, including reasonable attorney's fees incurred by Landlord for curing such default, with interest thereon at the highest lawful rate per annum, shall be payable by Tenant to Landlord on demand.

Section 10.03. Cumulative Rights. Pursuit of any of the foregoing remedies shall not preclude Landlord's pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Failure by Landlord to enforce one or more of the remedies herein provided, upon any event of default, shall not be deemed or construed to constitute a waiver of such default or of any other violations or breach of any of the terms, provisions and covenants herein contained. In determining the amount of loss or damage which Landlord may suffer by reason of termination of this Lease or the deficiency arising by reason of the reletting by Landlord as above provided, allowance shall be made for the expense of repossession and any repairs reasonably undertaken by Landlord following repossession in order to return the Leased Premises to substantially the same condition as at the time prior to the default, normal wear and tear expected.

Section 10.04. Re-Entry of Landlord. No re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a

written notice of such intention is given to Tenant. Landlord, at its option, may make such alterations, repairs and/or decorations to the Leased Premises and/or Improvements as it, in its reasonable judgment, considers advisable and necessary upon the occurrence of an Event of Default, at the cost of Tenant, and the making of such alterations, repairs and decoration shall not operate or be construed to release Tenant from liability hereunder. Landlord shall in no event be liable in any way whatsoever for failure to relet the Leased Premises and the Improvements or, in the event the Leased Premises and the Improvements are relet, for failure to collect rent thereof under such reletting; and in no event shall Tenant be entitled to receive any excess of such rent over the sums payable by Tenant to Landlord hereunder.

Section 10.05 Effect of Waiver or Forbearance. No waiver by Landlord of any breach or Event of Default by Tenant of any of its obligations, agreements, or covenants hereunder shall be a waiver of any subsequent breach, Event of Default or of any obligation, agreement or covenant, nor shall any forbearance by Landlord to seek a remedy for any breach or Event of Default by Tenant be a waiver by Landlord of its rights and remedies with respect to such subsequent breach or Event of Default.

**ARTICLE XI
MISCELLANEOUS**

Section 11.01. Inspection. Tenant shall permit Landlord and its agents to enter into and upon the Leased Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the same or undertaking any rights of Landlord under this Lease.

Section 11.02. Release. If requested by Landlord, Tenant shall upon termination of this Lease, execute and deliver to Landlord an appropriate release, in recordable form, of all Tenant's interest in the Leased Premises, and upon request of Tenant, Landlord will execute and deliver a written cancellation and termination of Lease in recordable form; provided, that in no event shall any such release, cancellation or termination constitute a release or relinquishment by either party of his or its rights against the other party for any amounts payable by such other party under the terms of this Lease or any damages to which such party is entitled as a result of any default by the other party hereunder.

Section 11.03. Legal defenses and third parties. Nothing herein shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the Landlord or Tenant may have under Texas law. The provisions in this Lease are solely for the benefit of the parties to this Lease and are not intended to create or grant any rights, contractually or otherwise, to any third party.

Section 11.04. Notices. Any notice sent under this Lease except as otherwise expressly require shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

If to Landlord:

If to Tenant:

City of College Station
Attn: City Manager
PO Box 9960
1101 Texas Ave
College Station, TX 77842

International Leadership of Texas
Attn: Edward G. Conger, CEO
and Superintendent
3610 Longmire Dr
College Station, TX 77845-8692

Each party hereto shall have the right, by giving not less than ten (10) days prior written notice to the other party hereto, to change any contact information of such party for the purpose of notices under this Section.

Section 11.05. Modifications. This Lease may be modified only by written agreement duly approved by the Landlord and Tenant.

Section 11.06. Descriptive Headings. The descriptive headings of this Lease are inserted for convenience in reference only and do not in any way limit or amplify the terms and provisions of this Lease.

Section 11.07. No Joint Venture. The relationship between Landlord and Tenant at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.

Section 11.08. Recording of Lease. Landlord and Tenant agree that they may, at any time at the request of the other, promptly execute a memorandum or short form of this Lease, in recordable form, setting forth a description of the Leased Premises, the term of this Lease, and any other provisions herein, or the substance thereof, as either party desires. This memorandum or short form lease may be filed among the land records of College Station County, Brazos County, Texas.

Section 11.09. Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to any person or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and be in force to the fullest extent permitted by law.

Section 11.10. Holding Over. Any holding over by Tenant of the Leased Premises after the expiration of the Lease Term shall operate and be construed as a tenancy from month to month at a monthly rental equal to 150 percent of the rental payable during the term of the Lease pro-rated on a monthly basis as needed unless agreed upon otherwise in writing by the parties. Tenant agrees to surrender the Leased Premises after the termination of the Lease Term immediately upon demand by Landlord.

Section 11.11. Authority to Execute. Landlord and Tenant represent and warrant to each

other that each is fully authorized to enter into this Lease without the joinder of any other person or entity, and the person executing this Lease on behalf of each such party has full authority to do so and that any and all corporate, partnership or joint venture action required has been taken.

Section 11.12. Time of Essence. Time is of the essence of this Lease.

WITNESS the signatures of the parties hereto in duplicate originals this the 12th day of May, _____, 2020.

List of Exhibits

- A. Depiction of Premises
- B. Existing Improvements
- C. Tenant's Improvements
- D. Certificates of Insurance

**INTERNATIONAL AMERICAN EDUCATION
FEDERATION, INC. d/b/a INTERNATIONAL
LEADERSHIP OF TEXAS**

CITY OF COLLEGE STATION

By: 
Edward G. Conger, CEO/Superintendent

By: _____
Jeffrey Capps, Interim City Manager

Date: 5/12/2020

Date: _____

APPROVED:

City Attorney
Date: _____

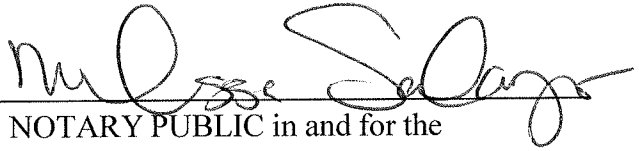
Assistant City Manager/CFO
Date: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned Notary Public, on this day personally appeared **Edward G. Conger**, known to me the **Chief Executive Officer** of the International American Education Federation Inc. d/b/a International Leadership of Texas, a Texas Domestic Nonprofit Corporation, and the person whose name is subscribed to the foregoing Lease, and who acknowledged to me that he executed the instrument for the purposes and considerations therein expressed and on behalf of the International American Education Federation Inc. d/b/a International Leadership of Texas.

Given under my hand and seal of office on the 12th day of May, 2020.



NOTARY PUBLIC in and for the
State of Texas

My Commission Expires:

11/13/2022



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

BEFORE ME, the undersigned Notary Public, on this day personally appeared **Karl Mooney**, known to me **Mayor** of the **City of College Station, Texas**, a Texas Political Subdivision, and the person whose name is subscribed to the foregoing Lease, and who acknowledged to me that he executed the instrument for the purposes and considerations therein expressed and on behalf of the City of College Station, Texas.

Given under my hand and seal of the office on the _____ day of _____, 2020.

NOTARY PUBLIC in and for the
State of Texas

My Commission Expires:

EXHIBIT "A"
DEPICTION OF PREMISES

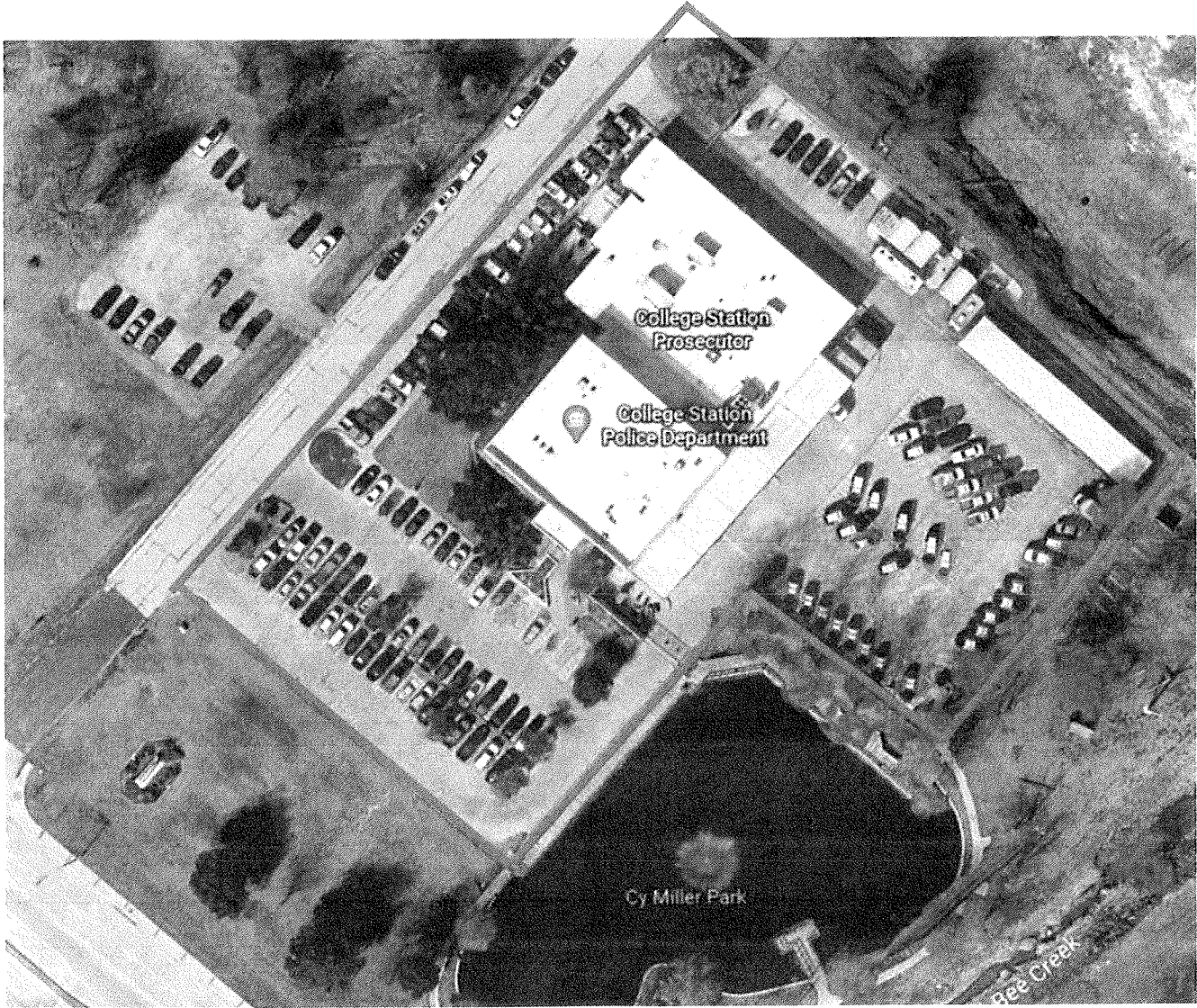


EXHIBIT "B"
CURRENT IMPROVEMENTS ON
THE PREMISES AS OF THE
EFFECTIVE DATE

EXHIBIT "C"
TENANT'S IMPROVEMENTS

EXHIBIT "D"
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2020

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

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

PRODUCER Edgewood Partners Insurance Center EPIC Brokers 2700 Post Oak Boulevard, 25th Floor Houston, TX 77056	CONTACT NAME: Randi Reynolds PHONE (A/C No. Ext): 469.270.6736 E-MAIL ADDRESS: randi.reynolds@epicbrokers.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED International American Education Federation, Inc. International Leadership of Texas; International Leadership of Texas Global 1820 N. Glenville Dr., Ste. 100 Richardson TX 75081-1960	INSURER A: Markel Insurance Company	38970
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 55406971

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8502WSI048483-1	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Abuse (Occ/Agg) \$ \$1M / \$3M
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1002WSI048484-1	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4602WSI048486-1	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is included as Additional Insured with a Wavier of Subrogation when agreed to in writing with the Named Insured prior to loss.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
 Attn: Risk Management
 PO Box 9960
 College Station TX 77842

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

KJ Wagner

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

5/12/2020

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

AGENCY Edgewood Partners Insurance Center EPIC Brokers 2700 Post Oak Boulevard, 25th Floor Houston, TX 77056		PHONE (A/C, No, Ext): 469.270.6736	COMPANY QUOTA SHARED / LAYERED PROGRAM SEE ATTACHED SCHEDULE	
FAX (A/C, No):	E-MAIL ADDRESS: randi.reynolds@epicbrokers.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: INTEAMER		LOAN NUMBER		POLICY NUMBER SEE ATTACHED SCHEDULE
INSURED International American Education Federation, Inc. International Leadership of Texas 1820 N. Glenville Dr., Ste. 100 Richardson TX 75081-1960		EFFECTIVE DATE 6/1/2020	EXPIRATION DATE 9/1/2020	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED: 5/11/2020				

PROPERTY INFORMATION

LOCATION/DESCRIPTION 2611 Texas Ave. S., College Station, TX 77840
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building, Business Personal Property, Business Income/Extra Expense, Tenant Improvements & Betterments	\$440,107,925(Blanket)	AOP: \$50,000 FLOOD: \$100,000 W/H: 2% > \$250K
Equipment Breakdown...	\$50,000,000 (Blanket)	\$10,000
Replacement Cost Coinsurance Waived		
Locations Included: PER SCHEDULE ON FILE WITH CARRIER		

REMARKS (Including Special Conditions)


Location Schedule includes 2611 Texas Ave. S., College Station, TX 77840 w/ \$200K BPP & \$500K Tenant Improvements & Betterments included in Blkt Limit

Certificate Holder included as a Loss Payee with a Waiver of Subrogation and 30 Day NOC

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City of College Station ATTN: Risk Management PO Box 9960 College Station TX 77842	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE	LOAN #	
	AUTHORIZED REPRESENTATIVE  KJ Wagner		

ACORD 27 (2016/03)

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

5/11/2020

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

AGENCY Edgewood Partners Insurance Center EPIC Brokers 2700 Post Oak Boulevard, 25th Floor Houston, TX 77056		PHONE (A/C, No, Ext): 469.270.6736	COMPANY QUOTA SHARED / LAYERED PROGRAM SEE ATTACHED SCHEDULE	
FAX (A/C, No):	E-MAIL ADDRESS: randi.reynolds@epicbrokers.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: INTEAMER		LOAN NUMBER		POLICY NUMBER SEE ATTACHED SCHEDULE
INSURED International American Education Federation, Inc. International Leadership of Texas 1820 N. Glenville Dr., Ste. 100 Richardson TX 75081-1960		EFFECTIVE DATE 9/1/2019	EXPIRATION DATE 9/1/2020	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Blanket Building and Business Personal Property...	\$439,407,925	AOP: \$50,000 FLOOD: \$100,000
Equipment Breakdown...	\$50,000	W/H: 2% > \$250K \$10,000
Replacement Cost Coinsurance Waived		
Locations Included: PER SCHEDULE ON FILE WITH CARRIER		


REMARKS (Including Special Conditions)

Endorsement effective 06.01.20 pending to add 2611 Texas Ave. S., College Station, TX to Location Schedule w/ \$200K BPP and \$500K Tenant Improvements & Bettermentsto be added to overall Blanket Limit w/ Certificate Holder included as a Loss Payee with a Waiver of Subrogation and 30 Day NOC.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City of College Station Attn: Risk Management PO Box 9960 College Station TX 77842	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE	LOAN #	
	AUTHORIZED REPRESENTATIVE  KJ Wagner		

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ILT - 19/20 Property Layers							
#	Carrier	Pol No	%	Limit	Deductible	Flood Ded	W/H Ded
1	First Specialty	ESP-2003425-01	20%	\$5,000,000			
1	Arch	ESP-1001007-00	20%	\$5,000,000			
1	Westchester	D42241854 002	25%	\$6,250,000			
1	Starr Surplus Lines	SLSTPTY11219819	15%	\$3,750,000			
1	Everest	CA3P006295-191	20%	\$5,000,000			
LAYER 1 TOTAL			100%	\$25,000,000	\$50,000	\$100,000	2% to \$250K
2	One Beacon/Homeland	795010619	100%	\$25,000,000			
LAYER 2 TOTAL			100%	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000
3	QBE Specialty	AHAR11237-00	25%	\$12,500,000			
3	General Security	TR00202191601347	25%	\$12,500,000			
3	Starstone	SSP15234	50%	\$25,000,000			
LAYER 3 TOTAL			100%	\$50,000,000	\$50,000,000	\$50,000,000	\$50,000,000
4	RSUI	HND909674	100%	\$340,107,925			
LAYER 4 TOTAL			100%	\$340,107,925	\$100,000,000	\$100,000,000	\$100,000,000
ALL LAYERS TOTAL:			-	\$440,107,925			
EB	XL Catlin	US00086308PR19A	100%	\$50,000,000	\$10,000	N/A	N/A

ILT - 19/20 Property Layers							
#	Carrier	Pol No	%	Limit	Deductible	Flood Ded	W/H Ded
1	First Specialty	ESP-2003425-01	20%	\$5,000,000			
1	Arch	ESP-1001007-00	20%	\$5,000,000			
1	Westchester	D42241854 002	25%	\$6,250,000			
1	Starr Surplus Lines	SLSTPTY11219819	15%	\$3,750,000			
1	Everest	CA3P006295-191	20%	\$5,000,000			
LAYER 1 TOTAL			100%	\$25,000,000	\$50,000	\$100,000	2% to \$250K
2	One Beacon/Homeland	795010619	100%	\$25,000,000			
LAYER 2 TOTAL			100%	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000
3	QBE Specialty	AHAR11237-00	25%	\$12,500,000			
3	General Security	TR00202191601347	25%	\$12,500,000			
3	Starstone	SSP15234	50%	\$25,000,000			
LAYER 3 TOTAL			100%	\$50,000,000	\$50,000,000	\$50,000,000	\$50,000,000
4	RSUI	HND909674	100%	\$339,407,925			
LAYER 4 TOTAL			100%	\$25,000,000	\$100,000,000	\$100,000,000	\$100,000,000
ALL LAYERS TOTAL:			-	\$439,407,925			
EB	XL Catlin	US00086308PR19A	100%	\$50,000,000	\$10,000	N/A	N/A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2020

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 500 W. 13th Fort Worth TX 76102	CONTACT NAME: David Jensen PHONE (A/C. No. Ext): 817-349-2417 E-MAIL ADDRESS: djensen@higginbotham.net	FAX (A/C. No): 817-347-6981	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED International American Education Federation dba International Leadership of Texas 1820 N Glenville Dr Ste 100 Richardson TX 75081-1960	INSURER A : Service Lloyds Insurance Company		43389
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 848513706

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SLICWC0056400	9/1/2019	9/1/2020	X PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Workers' Compensation policy includes a Waiver of Subrogation endorsement in favor of the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
 ATTN: Risk Management
 PO Box 9960
 College Station TX 77842

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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