

EVENT AGREEMENT

This Event Agreement ("Agreement") made as of _____ day of _____ 202__ by and between Florence Mall Realty LLC ("Owner") and Boone County School District dba "Yealev Elementary School" ("Organizer").

WITNESSETH:

WHEREAS, Owner is the owner of a certain shopping center commonly known as Florence Mall, located at 2028 Florence Mall, City of Florence, State of Kentucky (the "**Shopping Center**");

WHEREAS, Organizer desires to conduct an event within a portion of the Shopping Center located at Lower Level Center Court containing approximately 1,000 square feet of floor area (the "Premises"), as more fully described on Exhibit "A" attached hereto and made a part hereof and Owner is willing to allow Organizer to use the Premises subject to the terms and conditions set forth herein;

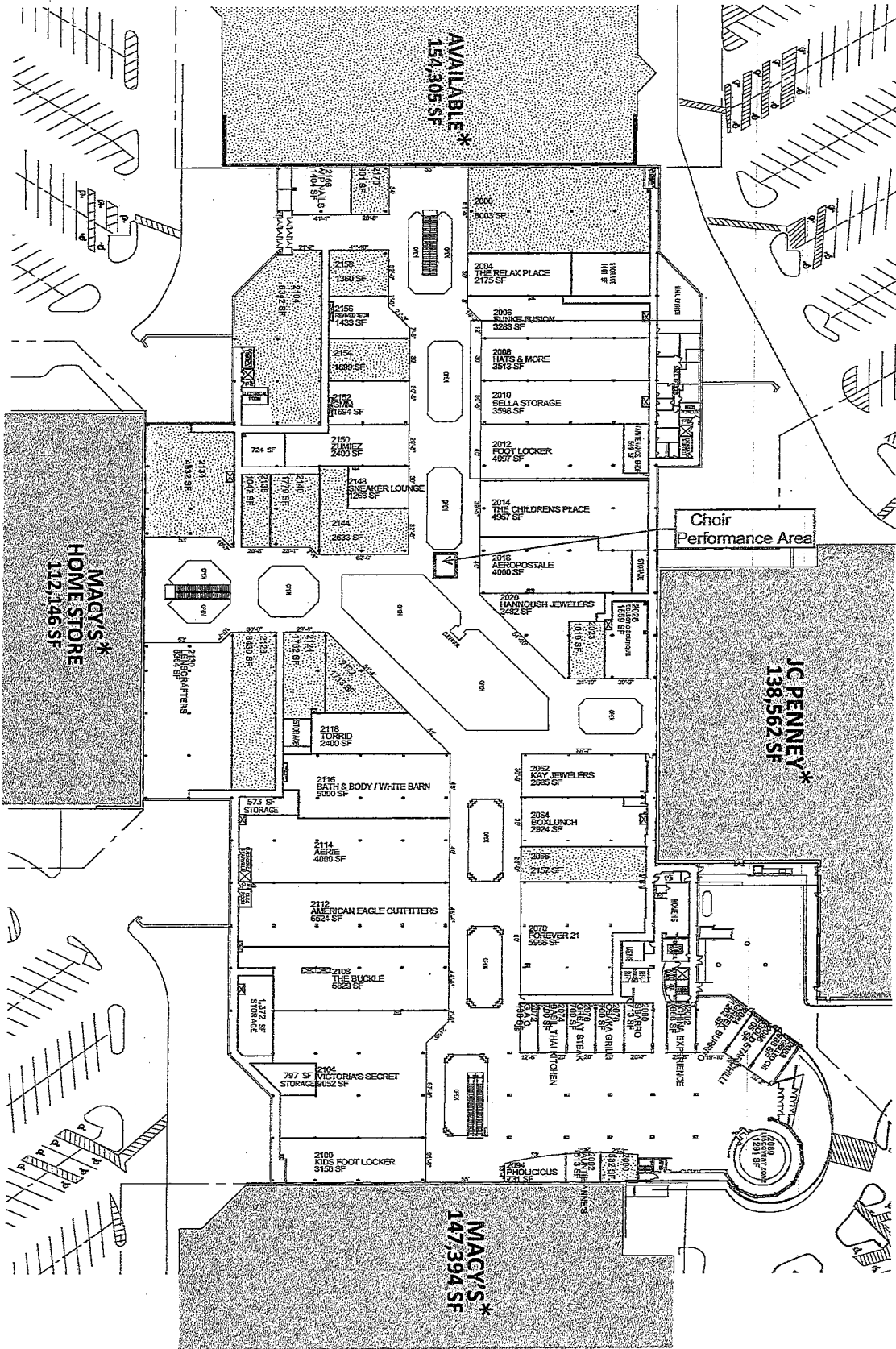
NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, Owner grants to Organizer the revocable right to temporarily occupy and use the Premises, and Agreement accepts the same, on the following terms and conditions:

1. **Term.** The term of this Agreement ("Term") shall commence on December 9, 2022 ("**Commencement Date**") and continuing through December 9, 2022 ("**Expiration Date**"), unless sooner terminated by Owner pursuant to this Agreement.
2. **Event Fee.** Organizer agrees to pay to Owner, without further demand or notice, an Event Fee (the "**Event Fee**") in the amount of \$ZERO, payable simultaneously upon execution of the Agreement, at the office of Owner or such other place as Owner may designate. Organizer acknowledges and agrees that the amounts set forth herein as Event Fees does not include any applicable sales tax which shall be the responsibility of Organizer.
3. **Late Fee.** If Organizer shall fail to make any payment to Owner when due under this Agreement, Organizer shall pay Owner a late charge of \$100.00 per day, as liquidated damages, in addition to and not in lieu of Owner's other remedies, for as long as the failure continues.
4. **Right to Terminate.** At any time during or prior to the Term, Owner may in its sole discretion and without cause or reason, terminate this Agreement upon one (1) day prior notice to Organizer, at which time this Agreement shall cease and terminate, and Organizer shall vacate the Premises on or before the termination date set forth in the termination notice. In the event Owner exercises its termination right as set forth above, Organizer shall fulfill all covenants and shall remain liable for all obligations under this Agreement applicable to the period prior to and including the early termination date.
5. **Relocation.** At any time during the Term, Owner shall have the right to relocate Organizer within the Shopping Center upon one (1) days prior notice to Organizer.
6. **Use of Premises.** Organizer's use of the Premises shall be limited to the performance of holiday music by school students ("**Permitted Use**") and for no other purpose whatsoever. Organizer shall not carry on any other business or use in the Premises without the prior written consent of Owner. Organizer shall procure any and all licenses, permits, and approvals from all relevant jurisdictions governing the Permitted Use. Organizer assumes full responsibility for the conduct of all persons in attendance and for any damage to any part of the Premises and Shopping Center.
7. **Transferability of interest by Organizer.** Organizer shall not be permitted to sublet, assign, or transfer its rights or interests, under this Agreement, without the prior written consent of the Owner, which consent may be withheld in Owner's sole discretion.
8. **Transferability of interest by Owner.** Owner shall be permitted to assign its right, title and interest under the Agreement at any time without any express consent being required by Organizer. In the event of assignment, Owner will provide notice to Organizer that the Agreement has been assigned.
9. **Delivery of Premises.** Owner delivers and Organizer accepts the Premises in an "AS-IS" condition, without representation or warranty by Owner of any kind with respect to the condition of the Premises or its fitness for any particular purpose. Owner shall not be responsible for the performance of any work to the Premises in connection with this Agreement. All costs and expenses (including permits or Agreements) attributable to any construction by Organizer shall be borne by Organizer.
10. **Repairs and Maintenance.** Organizer shall keep the Premises and any fixtures, facilities, signs or equipment contained therein, in good condition and repair, and shall return the Premises to Landlord, at Organizers sole cost and expense, in as good a condition as it was upon delivery to Tenant.
11. **Alterations or Improvements by Organizer.** Organizer shall not, without Owner's prior written consent, make, or permit to be made, any alterations, additions or improvements to the Premises, which consent Owner may withhold in its sole discretion.
12. **Utilities.** If applicable, Organizer shall be solely responsible for, and shall promptly pay as and when same become due and payable, all utility charges in connection with the Premises. In no event shall Owner be liable for the quality, quantity, failure, or interruption any utility and rubbish disposal services to the Premises. If Owner is providing utilities to the Premises Organizer shall pay its share of the utilities provided by Owner, in an amount equal to \$ZERO per month due upon the first day of each month.
13. **Rules and Regulations of Operations.** Owner reserves the right to establish rules and regulations of operation ("**Operating Rules**"). Organizer shall observe all Operating Rules which Owner may modify from time to time. Organizer shall not cause any nuisance or to become a blighting

influence and a hazard to the health and safety of patrons, neighbors and the public.

14. **Display and Signs.** Organizer shall install no sign without Owner's prior written approval, which approval may be withheld in Owner's sole discretion. Organizer shall submit to Owner for Owner's approval Organizer's plans and specifications for Organizer's signage. Organizer shall remove all signage at the expiration or earlier termination of this Agreement at its sole cost and expense.
15. **Insurance.** Organizer, at Organizer's expense, agrees to maintain in force, with a company or companies acceptable to Landlord, during the Term:
(a) Commercial General Liability Insurance on a primary basis and without any right of contribution from any insurance carried by Landlord covering the Premises on an occurrence basis against all claims for personal injury, bodily injury, death and property damage, including contractual liability covering the indemnification provisions in this Lease. Such insurance shall be for such limits that are reasonably required by Landlord from time to time but not less than One Million and 00/100 Dollars (\$1,000,000.00) on account of bodily injuries to or death or property damage for each occurrence and Two Million Dollars (\$2,000,000.00) annual general aggregate; (b) Workers Compensation and Employers Liability Insurance to the extent required by and in accordance with the Laws of the state in which the Premises is located; (c) All Risks property insurance in an amount adequate to cover the full replacement cost of the Premises being used, equipment, installations, fixtures and contents of the Premises in the event of loss; and (d) such other insurance or coverages as Landlord reasonably requires. All the policies for the foregoing insurance shall name Owner, the Namdar Realty Group LLC, and such other parties as Owner may designate, as additional insured. Prior to the commencement of the Term, and at such times as the policies are to expire, Organizer shall furnish Owner with certificates of insurance evidencing that such insurance is in effect or has been renewed, as the case may be. Organizer hereby waives all subrogation rights of its insurance carriers in favor of Owner, its partners, officers, employees, and agents, and shall obtain from its insurer a waiver of subrogation in favor of Owner and such other parties as Owner designates as additional insured with respect to all such insurance. The foregoing shall bear endorsements to the effect that the insurer agrees to notify all additional insureds not less than thirty (30) days in advance of any modification or cancellation thereof.
16. **Indemnification.** Organizer shall indemnify and hold Owner, its managing agents, their respective agents, partners, officers, directors and employees harmless from and against any and all claims, actions, damages, liability and expenses including reasonable attorneys' fees, in connection with loss of life, personal injury or damage (a) arising from any act or omission of Organizer, its employees, agents, representatives, sub-Organizers, contractors, invitees, permittees, or detainees (b) the use, maintenance, occupation or operation of the Premises during the Term or (c) occurring in, or relating to any activity occurring at or on the Premises. Notwithstanding the foregoing, Organizer shall not be required to indemnify Owner for any damage or injury of any kind arising solely as the result of the gross negligence or willful misconduct of Owner or its agents or employees. ORGANIZER EXPRESSLY UNDERSTANDS AND AGREES THAT OWNER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA, LOSS OF AIR TIME, OR OTHER INTANGIBLE LOSSES (EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE AGGREGATE LIABILITY OF OWNER FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO, BUT NOT TO EXCEED, THE AMOUNT ACTUALLY PAID BY ORGANIZER TO OWNER UNDER THIS AGREEMENT.
17. **Surrender of Premises.** Upon the expiration of the Term or earlier termination, Organizer shall surrender the Premises to Owner in the same or better condition as the Premises were in upon delivery to Organizer, reasonable wear and tear excepted, and in a neat, clean and orderly condition and in good repair. Organizer shall remove any and all merchandise and other personal property of Organizer from the Premises at the expiration of the Term. If Organizer does not remove its property as herein provided, such property shall be deemed abandoned by Organizer and Owner may dispose of same as it sees fit. If Organizer remains in possession of the Premises after the expiration or earlier termination of this Agreement, Organizer shall be bound by the terms and provisions of this Agreement except that no tenancy or interest in the Premises shall result, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction, and Organizer shall (with no additional notice required by Owner) pay to Owner, as liquidated damages, a sum equal to 200% of the Event Fee for any period during which Organizer shall hold the Premises after the stipulated Term of this Agreement shall expire or may have terminated.
18. **Miscellaneous.**
 - (a) This Agreement constitutes the entire understanding between the parties as to the subject matter hereof.
 - (b) This Agreement shall not be modified except in writing signed by both parties, except to the extent that Organizer agrees to further comply with and be bound by such Operating Rules as may be established from time-to-time by Owner, all of which, whether now existing or promulgated in the future, shall become a part of and be enforceable in accordance with the terms of this Agreement as if incorporated herein by reference. To the extent that any provisions of this Agreement shall be deemed unenforceable, the remaining provisions of the Agreement shall remain intact and fully enforceable, with such offending provision deemed stricken, to the extent reasonable under the circumstances.
 - (c) The captions set forth at the beginning of each numbered paragraph of this agreement are for informational purposes only and have no meaning separately and apart from the actual provisions of the agreement. Any failure on the part of Owner to enforce the provisions of this Agreement in any specific instance shall not be deemed a waiver of Owner's right to enforce them at any later time or with regard to any subsequent instance. Each signatory of this Agreement represents that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.
 - (d) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the state in which the Shopping Center is located.
 - (e) This Agreement may be executed in counterparts, with the same effect as if executed singularly, and by facsimile or portable document

*NOT OWNED



☐ Leased
☐ Available

FLORENCE MALL FLORENCE, KY

2028 FLORENCE MALL

LEASE PLAN

LP2

PLAN AS OF
OCT. 2022

MASON

REAL ESTATE

NAMDAR

REAL ESTATE

LEASING BY:

format (PDF), each of which shall be deemed an original and all of which constitute one and the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OWNER:

Florence Mall Realty LLC, Florence CH LLC, Florence Nassim LLC

BY: Florence Mall Realty LLC

Title: Authorized Agent

By: _____

Name: Ken Hibbard

Title: General Manager

ORGANIZER:

BOONE COUNTY SCHOOL DISTRICT

DBA "Yealey Elementary School"

WITNESS:

By: Financial Secretary

Name: Stephanie Beutel

Date: 11.17.2022

By: Teacher

Name: Marybeth Braun

Title: Music Teacher

STEPHANIE LYNN BEUTEL
NOTARY PUBLIC
COMMONWEALTH OF KENTUCKY
ID # KYNP33162
MY COMMISSION EXPIRES JULY 14, 2025

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Florence Mall Realty LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) - _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) - _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt or suite no.) See instructions.
150 GREAT NECK RD, SUITE 304

6 City, state, and ZIP code
GREAT NECK, NY 11021

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

OR

Employer identification number

8 8 - 2 3 9 4 1 6 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person * Date 6/1/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.