

**Bayou Speech Group, LLC  
AND  
Charter Schools USA at Lafayette North, LLC  
(Lafayette Renaissance Charter Academy)  
AGREEMENT FOR SERVICES**

This AGREEMENT FOR SERVICES together with Addenda and Exhibits (collectively, the "Agreement") is made and entered into this August 1, 2014 ("Effective Date"), by and between **Bayou Speech Group, LLC, a Louisiana limited liability company** ("Bayou Speech"), having its principal place of business at P.O. Box 15403, Baton Rouge, LA 70895 and **Charter Schools USA at Lafayette North, LLC, a Florida limited liability company** ("School"), having its principal place of business at 205 Vienne Lane, Lafayette, LA 70507.

WHEREAS Bayou Speech is in the business of providing personnel, including professionals and assistants (collectively referred to herein as "Therapist") to perform speech/language therapy, occupational therapy and physical therapy ("Services"); and

WHEREAS School is in need of Services;

WHEREAS School desires to engage Bayou Speech to provide Services under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Term - The term of this Agreement, unless otherwise terminated pursuant to the terms of this Agreement, shall be for the period beginning August 12, 2014 through May 27, 2015.
2. Request for Services - Bayou Speech will use its best efforts to supply School with Therapists for the hours and times requested by School, as outlined in Exhibit A, Contractor Assignment Confirmation. If a Therapist is unable to complete an assignment for any reason, Bayou Speech will use its best efforts to procure a replacement Therapist for School as requested.
3. Therapist Assignment and Rates
  - a. School will provide Therapists with work assignments consistent with School's standard workday and calendar.
  - b. Hourly (Inclusive/Group) Rates for Therapists are:

\$60.00/hour	Speech/Language Therapist Intervention Session
\$60.00/hour	Speech/Language Therapist Individual Therapy Session
\$125.00/each	Speech/Language Therapist IEP Preparation/Participation
\$250.00/each	Speech/Language Therapist Reevaluation

\$500.00/each	Speech/Language Therapist Initial Evaluation
\$65.00/hour	Occupational Therapist
\$65.00/hour	Physical Therapist

- c. Therapists must have 24-hour notice of cancellation due to student absence or school field trips.

4. Therapists

- a. Licensure – All Therapists provided to School pursuant to this Agreement shall be qualified to perform the services requested and will be certified and/or licensed during the term hereof to perform the applicable Services in the state in which School requests a Therapist to perform services.
- b. Screening of Therapist – Bayou Speech will conduct a thorough background to include a federal and state background check, fingerprint clearance, verification of education, work history, and licensure, Tuberculosis screening, and professional reference checks as required by School.
- c. Employees and Subcontractors – All Therapists provided to School pursuant to this Agreement are employees or subcontractors of Bayou Speech and Bayou Speech is solely responsible for the wages or fees, benefits (if any), and tax withholding (if any) of the Therapists. Bayou Speech reserves the right to terminate, discipline, or reassign Therapists if such action is warranted in its sole discretion.
- d. Family Educational Rights and Privacy Act (“FERPA”) Compliance – Bayou Speech and all Therapists providing Services to School pursuant to this Agreement will comply with FERPA and regulations promulgated thereunder in regard to the disclosure of Student Education Records as defined therein.
- e. Medicaid Billing – All Therapists provided to School pursuant to this Agreement will be eligible to submit claims to Medicaid for school-based Medicaid services if School participates in Medicaid billing. Therapists will be able to participate in School’s Medicaid initiatives by tracking direct services for reimbursement.

5. School’s Obligations

- a. Facility – School will provide adequate or designated space for Therapist to perform Therapy Service and a designated storage area for Therapist to store student records; which storage area can be requested to be locked by Bayou Speech, under the law or under the Charter Agreement or local school board rules. School will also provide free parking and restroom facilities for use by Therapist.

- b. Designation of Liaison – School will designate a representative of School to serve as Liaison between School and Therapist on all operational matters.
- c. School's Procedures – School will provide instruction and orientation for Therapists assigned to work in its facility. School will notify Bayou Speech and any Therapist providing services to School of all documentation/record-keeping procedures required by School.

#### 6. Therapist's Obligations

- a. Provision of Service – Therapists will provide a range of services identified by the School including but not limited to, evaluation, participation in the Child Study Team Meeting, development and generation of the Individual Education Plan (IEP)/Section 504 plan, necessary treatment and remediation, collaborate with school staff on behalf of the students as necessary, and participate in students' IEP/Section 504 plan meetings when invited by School.
- b. Evaluation – Therapists provided to School will have access through Bayou Speech to assessment materials needed for the screening/evaluation/reevaluation of students.
- c. Documentation – Therapists will maintain current and accurate documentation including, but not limited to, intervention logs reflective of the Services/intervention provided at each therapy session, progress monitoring data, and documentation associated with IEP/Section 504 preparation and compliance.

#### 7. Billing and Invoicing

- a. Billing Rates – The billing rates for each Therapist assigned to School are specified in Paragraph 3 of this Agreement, or in the Contractor Assignment Confirmation, which may govern any particular therapist assignment.
- b. Invoicing – Bayou Speech will send bi-weekly invoices to School, at School's mailing address as indicated above. Bayou Speech invoices are based on time sheets completed by Therapists and signed off on by School. Payment is due in full within thirty (30) days of receipt of invoice. If any payment is not paid within thirty (30) days of the due date, unpaid balances may be assessed interest charges of 1.0% per month. The ability to invoice based on approval of the contract will not be unreasonably withheld. Bayou Speech agrees to cooperate with School or School's agent in order to permit School to process or invoice Medicare or Medicaid.
- c. Payment – School will remit amounts due by check to the address provided below until such time as the School provides an alternate address in writing. Payment will be mailed to the following address:

Postal mail: Bayou Speech Group, LLC  
P.O. Box 15403  
Baton Rouge, LA 70895

8. Insurance

- a. Provided by Bayou Speech – Bayou Speech shall maintain the following insurance coverage during the term of this Agreement:
- i. Professional Liability Coverage including Abuse and Molestation with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate (Coverage will include all subcontractors or evidence of Professional Liability Coverage will be provided for each subcontractor. The limits of coverage must be at least equal to that of Bayou Speech. Bayou Speech and any subcontractors shall hold Charter Schools USA at Lafayette North, LLC, Lafayette Renaissance Charter Academy and Charter Schools USA, Inc. [collectively, the "School Group"] harmless).
  - ii. Workers' Compensation insurance including occupational disease coverage in accordance with all state and federal requirements. Such shall include coverage for all subcontractors. (The School Group shall be reflected as Certificate Holders.).
  - iii. Commercial General Liability coverage is required for all contractors with the exception of sole proprietors entering directly into an agreement for services with the School Group (General Aggregate Limit [Other than Products-Complete Operations] \$2,000,000, Products-Completed Operations Aggregate Limit \$2,000,000, Personal and Advertising Injury Limit \$1,000,000, Each Occurrence Limit \$1,000,000, Fire Damage Legal Liability [any one fire] \$100,000. Policy shall include coverage for all subcontracts or evidence of Commercial General Liability coverage will be provided for each subcontractor. The limits of coverage must be at least equal to that of Bayou Speech. The subcontractor shall include Bayou Speech, the School Group and their owners, agents, directors, officers, or employees as additional insureds. Bayou Speech and subcontractor shall indemnify and hold the School Group and their owners, agents, directors, officers, or employees harmless. This policy shall be primary over any other collectible insurance.
  - iv. Bayou Speech or its subcontractors shall be required to provide Automobile Liability for all owner, hired and non-owned vehicles (for bodily injury and property damage). Limits of coverage shall be in the amounts required by law.
  - v. All insurance carriers shall have an A.M. Best Rating of at least A-7 and be licensed in the State that the school is located. All certificates of insurance shall have a sixty (60) day notice of cancellation except for non payment which is ten (10) days.

Bayou Speech will submit copies of insurance certificates evidencing the requisite insurance coverage as part of Exhibit B, Certificates of Insurance.

9. Indemnification - The parties hereto agree to indemnify, defend and hold harmless, each other and their respective parents, subsidiaries and affiliates, directors, officers, agents, servants and employees, from and against any and all claims, demands, causes of action, proceedings, losses, damages, fines, penalties, liabilities, judgments, orders, costs and expenses including without limitation, reasonable attorney's fees and legal costs, sustained or incurred by or asserted against the party seeking indemnification by reason of, arising from, or in any way attributable to the duties, responsibilities, or obligations of the other party under and during the term of this Agreement; any negligence, wrongful act, intentional act, or omission of or by the other party, their agents, servants, employees, officers, representatives, or subcontracts, provided that this indemnification shall not apply to the sole negligence or wrongful act of the party seeking indemnification, their agents, servants, employees, officers, representatives, subcontractors and related entities. The aforesaid indemnification shall survive termination of this Agreement.
10. Termination of Agreement - This Agreement may be terminated by either party without cause with thirty (30) days written notice delivered to the other party at the address written above (or as specified in writing). This Agreement may also be terminated for cause by either party if the other party fails to cure material breach within ten (10) days after receiving notice of the same. In the event School terminates the Agreement, School will be responsible to pay for all services performed by the Therapists through the effective date of termination.
11. Non-Solicitation - During the term of this Agreement and for a period of twelve (12) months thereafter (the "Non-Solicitation Period"), School agrees not to, either directly or indirectly through a third party, hire, attempt to hire, contract with independently, or solicit for employment a Therapist who was referred to School by Bayou Speech.
12. Confidentiality - School and Bayou Speech agree to keep the terms of this Agreement confidential and not to disclose the terms to any third party, including without limitation employees of Bayou Speech provided, however, this paragraph shall not apply if such disclosure is required by law or court order. School agrees to inform all persons, whether employees, contractors, or agents of School, with knowledge of the terms of the agreement of the confidentiality provisions contained herein.
13. Notice - Any notice required to be given hereunder shall be in writing and delivered to the following:
  - a. BAYOU SPEECH  
Bayou Speech Group, LLC  
P.O. Box 15403  
Baton Rouge, LA 70895  
(225) 205-0276  
Attention: Terrence Lockett, Owner

b. SCHOOL

Charter Schools USA at Lafayette North, LLC  
c/o Lafayette Renaissance Charter Academy  
205 Vienne Lane  
Lafayette, LA 70507  
(337) 706-0066  
Attention: Sherry Hage, Chief Academic Officer

14. Waiver and Severability – No delay or omission by either party to enforce or exercise any right, remedy or power under this Agreement shall be construed as a waiver of such right, remedy or power. A waiver by either party of any breach or default under the terms of this Agreement shall not constitute a waiver of any subsequent breach or default. In the event any provision of this agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
15. Attorneys' Fees and Costs – In the event of litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to payment of its reasonable attorneys' fees and costs from the other party.
16. Cumulative Remedies – No right or remedy herein conferred or reserved in this Agreement is exclusive of any right or remedy provided or permitted at law or in equity, but each shall be cumulative of every other right or remedy given hereunder now or hereafter existing at law or in equity, by statute or otherwise, and may be enforced concurrently therewith or from time to time.
17. This Agreement is made in and shall be enforced in the State of Florida. Any and all actions arising from this Agreement shall be brought and maintained in Broward County, Florida.

**[Remainder of page intentionally left blank.  
Exhibits A and B and signature page to follow.]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first written above.

**BAYOU SPEECH GROUP, LLC**

By: Terrence Lockett  
Print Name: TERRENCE Lockett  
Title: owner / president  
Date: 8/8/14

**CHARTER SCHOOLS USA AT LAFAYETTE NORTH, LLC**

By: Latoria Harris  
Print Name: Latoria Harris  
Title: Principal  
Date: 9/4/14



Date:  
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**EXHIBIT A**  
**THERAPIST SCHEDULES**

<b><u>THERAPIST</u></b>	<b><u>DAYS<sup>1</sup></u></b>	<b><u>HOURS<sup>1</sup></u></b>
Speech/Language Therapist	TBD in Collaboration with Therapist and School	TBD in Collaboration with Therapist and School
Occupational Therapist	TBD in Collaboration with Therapist and School	TBD in Collaboration with Therapist and School
Physical Therapist	TBD in Collaboration with Therapist and School	TBD in Collaboration with Therapist and School

<sup>1</sup>If Therapist is unable to report to School on scheduled day/for scheduled hours, Therapist will make arrangements with School to report on an alternate day. Whenever possible, changes to the schedule should be approved in advance.

**[Remainder of page intentionally left blank.]**



**EXHIBIT B**  
**CERTIFICATES OF INSURANCE**

Bayou Speech will herewith attach copies of required Certificates of Insurance.

**[Remainder of page intentionally left blank.]**



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP



Certificate of Insurance OCCURENCE POLICY FORM

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0615202457 from 08/26/14 to 08/26/15 at 12:01 AM Standard Time

Named Insured and Address:
Bayou Speech Group LLC
11070 Red Oak Dr
Baton Rouge, LA 70815-1934

Program Administered by:
Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-888-288-3534
www.hpso.com

Medical Specialty:
Speech Language Pathologist Firm

Code:
80716

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability \$1,000,000 each claim \$3,000,000 aggregate

Your professional liability limits shown above include the following:

- \* Good Samaritan Liability \* Malplacement Liability \* Personal Injury Liability
\* Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit

Coverage Extensions

Table with 5 columns: Coverage Extension, Limit, Frequency, Sublimit, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA) Fines and Penalties.

General Liability

General Liability \$1,000,000 each claim / \$3,000,000 aggregate
Fire & Water Legal Liability Included in the GL limit shown above subject to \$250,000 aggregate sublimit

Total: \$ 2,614.00

Base Premium \$2,614.00

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

Table with 6 columns of policy form numbers: G-121500-D, G-121501-C, G-145184-A, G-147292-A, GSL15563, GSL15564, etc.

Handwritten signatures of Thomas F. Motamed and John A. Zaker

Chairman of the Board

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433

## POLICY FORMS & ENDORSEMENTS

The list below contains general descriptions of the policy forms and endorsements that may or may not apply to your professional liability insurance policy. **Please refer to your Certificate of Insurance for the policy forms & endorsements specific to your state and your policy period.** Coverages, rates and limits may differ or may not be available in all states. All products and services are subject to change without notice.

Think Green –expanded definitions and copies of these policy forms and endorsements are available online at [www.hpsa.com/policyforms](http://www.hpsa.com/policyforms)

### **COMMON POLICY FORMS & ENDORSEMENTS**

<u>FORM #</u>	<u>DESCRIPTION</u>
G-121500-D	Common Policy Conditions
G-121501-C	Occurrence Policy Form
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424LA	Services to Animals - Louisiana
GSL13425	Business Owner Coverage Extension Endorsement
G-123846-D17	Louisiana Cancellation and Non-Renewal
G-124776-C17	Louisiana Pollution Exclusion
G-124777-C17	Louisiana Amendatory Change
G-137711-B17	Louisiana Amendatory Endorsements
GSL3886	Coverage & Cap on Losses from Certified Acts Terrorism
GSL3908	Notice - Offer of Terrorism Coverage & Disclosure of Premium
GSL19904	Exclusion of Cosmetic Procedures

### **OPTIONAL ENDORSEMENTS**

<u>FORM #</u>	<u>DESCRIPTION</u>
G-121504-C	General Liability Form

**PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.**

- For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.
- For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.
- For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.
- For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form#: G-141241-B (03/2010)  
Master Policy#: 188711433

Named Insured: Bayou Speech Group L  
Policy#: 0615202457

AMENDMENT TO  
SERVICES AGREEMENT

This amendment to that certain agreement for speech/language therapy and occupational therapy services ("Amendment") by and between Bayou Speech Group, LLC ("Vendor") and Charter Schools USA at Lafayette North, LLC ("School") dated August 1, 2014, is made and is effective this 30<sup>th</sup> day of December, 2014.

WHEREAS, the student information privacy law, set forth in Acts 677 and 837 of the 2014 Regular Session of the Louisiana Legislature, and codified at La. R.S. 17:3913 and La. R.S. 17:3914 (the "student privacy law"), requires protection and confidentiality of personally identifiable student information of public school students and provides for penalties in the event of unauthorized use and/or disclosure of such information, and;

WHEREAS, the student privacy law authorizes a city, parish, or other local public school board to contract with a private entity for student and other education services and further authorizes the transfer of personally identifiable information and related records to the contracted private entity for those purposes. The student privacy law also sets forth dates on which various provisions of the law are to be complied with.

NOW THEREFORE:

Vendor, as a private entity subcontracted by the School to provide for student and education services as provided in the Agreement, in the performance of any and all of its obligations under the Agreement, agrees to protect and maintain the confidentiality of all personally identifiable student information transferred to it in connection with the Agreement and to comply and ensure compliance by Vendor and the School with all applicable provisions of the student privacy law by the dates indicated in the law, and any and all other laws governing, regulating, or pertaining to the storage, maintenance, use, and disclosure of personally identifiable student information, during the contract term and at all other relevant times.

Vendor agrees that any and all data exchanged with or transferred to it under the Agreement shall be used exclusively for the purposes enumerated in the Agreement. Vendor further agrees that it shall not, under any circumstances, allow access to, use, or release of personally identifiable student information to any person or entity except as provided in the Agreement, to the extent the Agreement does not conflict with the student privacy law, and as amended herein.

Vendor, to comply with and ensure future compliance with the student privacy law, shall develop, implement, and enforce the following, minimum requirements as set forth in the student privacy law:

[1] Authorization of access to computer systems on which student information is stored, including guidelines for authentication of authorized access. Vendor agrees to protect and maintain the security of all data, including personally identifiable student information, by implementing reasonable protective security measures as required by relevant authorities and applicable laws and regulations. Vendor further agrees to implement reasonable authentication

access controls to restrict unauthorized and unauthenticated access to personally identifiable student information.

[2] Privacy compliance standards. Vendor agrees that any and all personally identifiable student information will be stored, processed, and maintained solely on designated servers, and shall not be transferred to any other medium unless such medium is used as part of a designated backup or recovery process system or as otherwise permitted by the Agreement, this Addendum, or other applicable laws or regulations.

[3] Privacy and security audits performed under the direction of the local school superintendent. Vendor agrees to cooperate, facilitate, and participate in any and all audits conducted by all relevant regulatory authorities pursuant to applicable laws or regulations for privacy, security, and/or compliance purposes, including but not limited to the local school superintendent, and shall make available all pertinent records to auditors upon a reasonable request made during business hours for those purposes. Vendor agrees to maintain audit logs and records on a separate server, which shall be maintained for a reasonable time in accordance with applicable laws and regulations, and access to these logs shall require reasonable authentication access controls.

[4] Breach planning, notification, and remediation procedures. Vendor must establish and implement a clear data breach response plan for addressing potential breaches of personally identifiable student information, which is essential in minimizing the risk of unauthorized use or disclosure of personally identifiable student information and mitigating the negative consequences of any such breach. Vendor agrees to comply with all laws and regulations requiring notification of individuals in the event of a breach or any unauthorized use, access, and/or release of personally identifiable student information. In the event of a breach of personally identifiable student information, Vendor agrees to notify the School immediately and to assume responsibility for informing all affected individuals as required by applicable laws and regulations, and further agrees to indemnify, hold harmless, and defend the School and its employees and/or agents against any claims, damages, or other harm related to the breach of notification event.

[5] Information storage, retention, and disposition policies. Vendor agrees that, upon termination of the Agreement, it shall return all data, including any and all personally identifiable student information, to the Foundation within a reasonable time, not to exceed thirty (30) days from termination of the Agreement, in a useable electronic form, and shall remove from its servers and erase, destroy, or render unreadable all data in a manner that prevents physical reconstruction or restoration of that data.

Vendor and the School acknowledge that any unauthorized disclosure or use of personally identifiable student information may irreparably damage the School in such a way that adequate compensation could not be recovered in damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any personally identifiable student information shall give the School the right to seek injunctive relief restraining such unauthorized use or disclosure, in addition to all other available legal remedies available. Vendor confirms that any such unauthorized disclosure or risk of disclosure shall constitute irreparable harm to the School and

consents to a temporary restraining order, preliminary injunction or permanent injunction without bond in the event the School must take action to enforce the provisions of this Amendment.

Vendor is permitted to disclose any information protected hereunder to its employees, agents, authorized subcontractors, or auditors, on a "need-to-know" basis only or for purposes not prohibited by the student information privacy law or other applicable laws and regulations, provided that all such individuals and/or entities have executed a written confidentiality agreement as appropriate under the circumstances.

School, to further comply with the student privacy law, shall make available on its internet website information about the transfer of personally identifiable student information, no later than ten (10) business days following execution of this agreement providing for a transfer of personally identifiable student information, and in any event, no later than January 1, 2015. Such information shall remain available for the duration of the agreement and shall include, at a minimum, all of the following:

- [1] A profile of each authorized recipient of such information;
- [2] A copy of the signed agreement between the department and the authorized recipient;
- [3] A complete listing of all of the data elements authorized to be transferred;
- [4] A statement of the intended use of the information, including references to legal authority or legal requirements associated with the transfer of such information;
- [5] The name and contact information of the individual serving as the primary point of contact for inquiries about the agreement;
- [6] A process by which parents of students attending public schools may register a complaint related to the unauthorized transfer of personally identifiable student information.

Vendor agrees it shall not sell, transfer, share, or process any student data for use in commercial advertising, or marketing, or any other commercial purpose, unless otherwise stipulated in a contract for services as provided in accordance with the requirements of Louisiana privacy laws including but not limited to La. R.S. 17:3913 and 17:3996.

IN WITNESS WHEREOF, this 1 day of January, the undersigned have executed this Amendment to the Agreement.

BAYOU SPEECH GROUP, LLC

By: [Signature]  
Name: TERRENCE LOCKETT  
Title: PRESIDENT / OWNER  
Date: 1/11/15

CHARTER SCHOOLS USA AT LAFAYETTE NORTH, LLC

By: Latonia Harris  
Name: Latonia Harris  
Title: Principal  
Date: 1/14/15



Date:  
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