

Producer Contribution Agreement

Adopted by the Council Board of Directors: November 16, 2017

I, the undersigned, _____ on behalf of _____ (“Company”), do hereby commit to the voluntary contributions of **\$0.0125** per manufactured and sold Concrete Masonry Unit, as defined in the attached **EXHIBIT A**, for the 12 month period beginning January 1, 2018. These voluntary contributions will be remitted according to the Revised Contribution and Remittance Procedures described in the attached **EXHIBIT B**. Contributions will be used for the purposes articulated in the Bylaws of the Florida Concrete Masonry Education Council (the “**Council**”), which include the following:

- Plan, implement, and conduct programs of education for the purpose of training individuals in the field of concrete masonry.
- Develop and improve access to education for individuals seeking employment in the field of concrete masonry.
- Develop and implement outreach programs to ensure diversity among individuals trained in the programs conducted.
- Coordinate educational programs with national programs or programs of other states.
- Inform and educate the public about the sustainability and economic benefits of concrete masonry products in order to increase employment opportunities for individuals trained in the programs conducted.

The contribution payments are due quarterly and payable by the last day of the month following the end of the quarter. Payments will be first credited to any outstanding contributions. Contribution information will be reported to the Council’s Executive Director for each quarter in which the contributions are received. The only other information to be forwarded from the Council’s Administrative Entity to the Council will be the total number of participating companies and the name of the participating companies.

CONFIDENTIALITY

It is understood and acknowledged that the Council is created by Florida Statute (F.S) 446.53, and operates under a Memorandum of Agreement with the Florida Department of Economic Opportunity. While the Council is a separate legal entity organized under the laws of the State of Florida as a non-profit corporation and has received 501(3) not-for-profit status from the Internal Revenue Service, it also operates as a direct support organization or government agency under F.S. 446.53 and is therefore subject to Florida’s government in the sunshine law and public records act, respectively, chapters 286 and 119, of the Florida Statutes, and section 24(a), Article 1, of the Florida Constitution.

However, the Florida Legislature has found in F.S. 815.045 that it is a public necessity that trade secret information, as defined in F.S. 812.081, and as provided for in F.S. 815.04(3), be expressly made confidential and exempt from the public records law because it is a felony to disclose such records. Specifically, the Legislature has found that disclosing trade secrets in an agency’s possession would negatively impact the business interest of those providing an agency such trade secrets by damaging them in the marketplace, and those entities and individuals disclosing such trade secrets would hesitate to cooperate with that agency, which would impair the effective and efficient administration of government functions.

A trade secret under the statute includes the compilation of information that is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. As such, the information required to be submitted to the Council’s Administrative Entity, a check with a calculated amount by a Company based on a voluntary assessment of 1.25 cents per Concrete Masonry Unit sold per quarter is a number that in of itself reflects proprietary information that reflects quarterly gross sales. This information is

secret, of value, for use or in use only by the business, and of advantage to the business, which the owner/Company thereof takes measures to prevent it from becoming available to persons other than those selected by the owner/Company to have access thereto for limited purposes. Therefore, such information, numbers and calculation thereof made and provided by the Company to the Council's Administrative Entity in the form of a check containing a certain amount of money, or presented in a certain amount on an invoice would fall within the definition of a trade secret and be exempt from disclosure under the public records law. Thus, except as otherwise noted herein or required by law, such information reported to the Council's Administrative Entity shall remain strictly confidential, and knowledgeable only to the Council's Administrative Entity, Executive Director, or auditor of the Council, who will be held to the same confidentiality standards as required by law.

Company contributions are not audited by the Council. Therefore, it is not necessary for the Company to volunteer or distribute to the Council or the Council's Administrative Entity any information, other than required in **EXHIBIT B**. Any proprietary confidential Company information inadvertently or otherwise disclosed or received by the Council's Administrative Entity or the Council will be immediately returned to the Company. Notwithstanding, Company agrees not to divulge, discuss or disclose confidential and proprietary information to the Council's Administrative Entity or to the Council or with other participating companies, including but not limited to: (1) any past, present or future business affairs or plans of the Company including market plans and business and strategic plans, (2) the identity of and all information regarding the Company's customers, clients and participants, (3) the Company's method of doing business and the business operations of the Company, (4) the marketing, pricing and cost of the Company's business and its participants, (5) all research and development activities and plans of the Company, (6) all account information and data concerning any customer, (7) the financial performance of the Company, (8) the identity of all suppliers and vendors and the terms of the relationship with them, and (9) the technical concepts, systems, hardware and software utilized by the Company. While such information otherwise inadvertently disclosed may still be exempt from the public records law if a trade secret, it is acknowledged and agreed by the undersigned Company that neither the Council's Administrative Entity nor the Council is liable for any Company information that, due to the Company's own actions, makes its way into the public domain.

It is understood that any Company information not divulged to the Council's Administrative Entity or to the Council is NOT subject to the public records law. Company acknowledges that individual Company check amounts and corresponding calculation thereof sent to the Council's Administrative Entity will not be divulged to the Council and will remain a trade secret. However, the identity of a participating Company, the total number of participating companies and the total aggregated amount of quarterly contributions from all companies made and reported to the Council are considered a public record.

I hereby agree to these terms of contribution. This Agreement will be automatically renewed every year unless cancelled by the Company upon written notice at least 30 days before the expiration date of the Agreement. If the Council modifies this Agreement, a new Producer Contribution Agreement will be presented to the Company at least 45 days prior to the expiration date of this Agreement.

When signed, this Producer Contribution Agreement replaces any prior Producer Commitment Agreement signed by the Company.

Signature: _____

Date: _____

Name: _____

Received by: _____

Title: _____

Company: _____

EXHIBIT A

Definition of Concrete Masonry Unit

As adopted by the Florida Concrete Masonry Education Council (“Council”)

Adopted by the Council Board of Directors: January 27, 2015

“Concrete Masonry Unit” means a concrete masonry product that is a man-made masonry unit having a nominal width of 3 inches or greater and manufactured from dry-cast concrete using a concrete products manufacturing machine. This includes, but is not limited to, gray block, architectural block, concrete brick, concrete masonry units to be post-tensioned, concrete masonry units to be surface bonded, sound wall block and fence block. “Concrete masonry unit” shall not include concrete veneer units of less than 3-inch widths, segmental retaining wall units, concrete pavers, clay brick, clay masonry units, precast panels, cast stone, adhered manufactured stone masonry veneer, calcium silicate units, lintels and sills, articulating concrete (revetment) block, autoclave-aerated concrete and dimension stone.

Products Specifically Included – The following products are intended to be specifically included in the definition of a concrete masonry unit. This list, while not all-inclusive, provides examples of those types of units that ARE intended to be covered by this program:

- Gray Concrete Block
- Architectural Concrete Block
- Prefaced Concrete Block
- Concrete Brick larger (in any dimension) than 3 5/8” x 2 1/4” x 7 5/8” (bed depth x height x length)
- Concrete Block intended to be post-tensioned
- Concrete Block intended to be joined by surface bonding mortars and materials
- Sound Wall and Fence Units – Many of these systems are either joined together by mortar or more commonly by grouted bond beams. The intent of this definition is that these types of units would specifically be included.

Products Specifically Excluded – The following list of products is intended to be specifically excluded from the definition of a concrete masonry unit. Again, while not all-inclusive, those in the following list are NOT intended to be covered by this program:

- Concrete Brick equal to or less (in any dimension) than 3 5/8” x 2 1/4” x 7 5/8” (bed depth x height x length).
- Concrete Masonry Veneer Units (less than 3-inch actual width) – Architectural veneer units manufactured using same technology and equipment as concrete block is not included.
- Segmental Retaining Wall Units – These units are not joined by “mortar, grout, surface bonding, post-tensioning, or some combination of these methods” and therefore would not be covered by this definition.
- Concrete Pavers – These units are not joined by “mortar, grout, surface bonding, post-tensioning, or some combination of these methods” and therefore would not be covered by this definition.
- Clay Brick – Clay brick are manufactured from clay and shale, not concrete, and would not be covered by this definition.
- Precast Panels – Precast panels are usually produced using wet-cast concrete, and therefore would be would not be covered by this definition because they are not made of dry-cast concrete.

- Cast Stone – Cast stone can be produced using either dry-cast or wet-cast concrete, and can be produced using vibration. In many applications cast stone are not joined using “mortar, grout, surface bonding, post-tensioning or some combination of these methods”. Also, many cast stone products have thicknesses less than four inches. For these reasons cast stone would not be covered by this definition.
- Adhered Manufactured Stone Masonry Veneer (Lick and Stick) – These units are typically wet cast and are thinner than the 3 inch minimum thickness, and therefore would not be covered by this definition.
- Calcium Silicate Units – These units are produced from calcium silicate, not concrete, and therefore would not be covered by this definition.
- Lintels – While some lintels are produced using dry-cast concrete, the intent of the definition would not cover lintels as there are also a large number of concrete lintels produced using wet-cast methods.
- Autoclave-Aerated Concrete – These units are not manufactured with dry-cast concrete and therefore would not be covered by this definition.
- Dimension Stone – This material is a natural, not manmade product and would not be covered by this definition.
- Articulating Concrete (Revetment) Block – These units are not joined by “mortar, grout, surface bonding, post-tensioning, or some combination of these methods” and therefore would not be covered by this definition.

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EXHIBIT B

Revised Contribution and Remittance Procedure

Adopted by the Board of Directors of the
Florida Concrete Masonry Education Council, Inc. ("Council")

Adopted on: November 16, 2017

Effective date: January 1, 2018

Contribution

The contribution is a self-imposed voluntary contribution by a producer/Company on a concrete masonry unit, as defined by the Council. It applies from the effective date of the Agreement by a producer for one year. At the end of each one-year term, the Agreement will be automatically renewed unless cancelled by written notice within 30 days of the expiration date of the Agreement. Contributions are payable to the Council on a quarterly basis within 30 days of the close of a quarter at the rate of \$0.0125 per concrete masonry unit, as applied to the total number of units manufactured and sold to the Company's customers. The total contribution made by a producer/Company, written by check to the Council quarterly, is not subject to further sales tax.

Payment Due Dates

The contribution payments are due quarterly and payable by the last day of the month following the end of the quarter. Accordingly, the due dates are as follows:

- Q1 – January 1 to March 31 – Due by April 30
- Q2 – April 1 to June 30 – Due by July 31
- Q3 – July 1 to September 30 – Due by October 31
- Q4 – October 1 to December 31 – Due by January 31

Remittance Process

1. The Council's Administrative Entity will provide a notice by e-mail to each participating Company on the first day of the reporting/payment month that payment is due.
2. If a participating Company requires an invoice in order to process its contribution, the participating Company shall provide a notice by e-mail to the Council's Administrative Entity of its desire for an invoice, whom the invoice should be sent, and the amount of payment due. It is therefore incumbent on a participating Company to make its own calculation of the amount due based on its number of units manufactured and sold during the applicable quarter. The Council's Administrative Entity will promptly prepare and send an invoice to a requesting company by e-mail to the appropriate person identified by the company. Individual Company contributions are not audited by the Council. This procedure requiring a participating Company to undertake its own calculation is for a Company's own protection. It ensures that the information or calculation remains proprietary. Such proprietary information is a "trade secret" pursuant to section 815.045, Florida Statutes. Trade secrets are exempt from Florida's public records law.
3. If a participating Company does not require an invoice, it can simply make its payment via check. The amount of contribution and any calculation constitutes a trade secret.

It is recommended that all checks made out to the Council be marked "Confidential" on the information (Memo) line of the check.

4. Checks by contributing Companies are to be made out to the Florida Concrete Masonry Education Council, Inc. (FCMEC) and mailed to:

Florida Concrete Masonry Education Council, Inc.
P.O. Box 12018
Gainesville, FL 32604

This post office box is accessible only by the Council's Administrative Entity.