

Office of School Facilities  
Jaime G. Torrens, Chief Facilities Officer

**SUBJECT:**                   A. THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS, AND FOR THE SUPERINTENDENT AND/OR CHAIR TO EXECUTE, AS NECESSARY:

1) AN AMENDMENT TO THE GROUND LEASE AGREEMENT WITH DOWNTOWN DORAL CHARTER ELEMENTARY SCHOOL, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, TO FACILITATE CAPACITY EXPANSION OF THE DOWNTOWN DORAL CHARTER ELEMENTARY SCHOOL ("CHARTER SCHOOL"), LOCATED AT 8390 N.W. 53 STREET, DORAL, FLORIDA 33166; AND

2) A TRI-PARTY AGREEMENT BY AND AMONG THE SCHOOL BOARD, THE CHARTER SCHOOL, AND DORAL Q1 PHASE LLC, A DELAWARE LIMITED LIABILITY COMPANY ("Q1) (COLLECTIVELY "THE PARTIES"); AND

3) ANY OTHER DOCUMENTS THAT MAY BE REQUIRED TO FACILITATE EXPANSION OF THE CHARTER SCHOOL, INCLUDING CONVEYANCE AND CLOSING DOCUMENTS, WITH ANY AND ALL COSTS, FEES OR EXPENDITURES RELATED TO SAID EXPANSION TO BE COVERED BY THE CHARTER SCHOOL; AND

B. THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SCHOOL BOARD ATTORNEY TO EXECUTE THE WAIVER OF CONFLICT LETTER FROM GREENBERG TRAUERIG, WHICH FIRM IS SERVING AS SPECIAL COUNSEL FOR THE SCHOOL BOARD AND BOND COUNSEL FOR THE CHARTER SCHOOL IN THIS TRANSACTION

**COMMITTEE:**                   FACILITIES AND CONSTRUCTION

**LINK TO STRATEGIC BLUEPRINT:**               EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

The Board and Downtown Doral Charter Elementary School, Inc., a Florida not-for-profit corporation ("Charter School"), previously entered into a Ground Lease Agreement ("Lease") to facilitate the development, construction and operation of a Charter School on Board-owned land located at 8390 N.W. 53 Street, in the City of Doral. The Charter School, which is managed by the District and began operations in 2015, has now approached the District with a request to amend the Lease and execute any and all other required documents to allow for an expansion of the Charter School. The Charter School has advised that it wishes to construct a two-story wing to add approximately 12 classrooms and administrative space, along with any required ancillary spaces, such as parking and access (collectively, "the School improvements"). Such plans will be subject to review and permitting by the District as well as any required reviews by governing entities as to traffic and circulation.

In order to construct the School improvements, and given the limited open field area ("field") on the existing Charter School campus, Q1 will deed to the Board a portion of an adjacent property equal in area to the portion of the field where the new wing will be built plus an area for additional parking required in connection with the expansion (see Exhibit "A"). This will be accomplished through outright conveyance to the Board of the additional property, at no cost to the Board, which conveyance shall occur prior to District issuance of a building permit for the School improvements.

To facilitate the above referenced School improvements, a number of documents will be required, including:

1. An amendment to the Lease, setting forth the terms and conditions under which the School improvements will take place (see Attachment "A"); and
2. A Tri-Party Agreement by and among the Parties, setting forth their respective responsibilities as it relates to the land transaction and related matters (see Attachment "B"); and
3. Any and all documents customary to a land conveyance to the Board.

The Charter School has agreed to cover all costs of developing the required documents, as well as any other costs, fees or expenditures to facilitate expansion of the School, including legal fees, and the Board will bear no costs in this regard.

It should be noted that a Charter School commissioned environmental assessment of the land to be conveyed to the Board indicates there are no issues of concern. Additionally, a Charter School commissioned appraisal of the approximate 10,640 square feet (+/- 0.24 acres) of land to be conveyed to the Board yielded a value of \$560,000.

#### Waiver of Conflict Letter

The Charter School has selected Greenberg Traurig ("GT") to serve as its Bond counsel in this transaction. GT has represented in the past and presently represents the Board as Special Counsel in this transaction. To that end, GT has proffered a waiver of conflict

letter for the Board's consideration and approval, a copy of which is included as Exhibit "B".

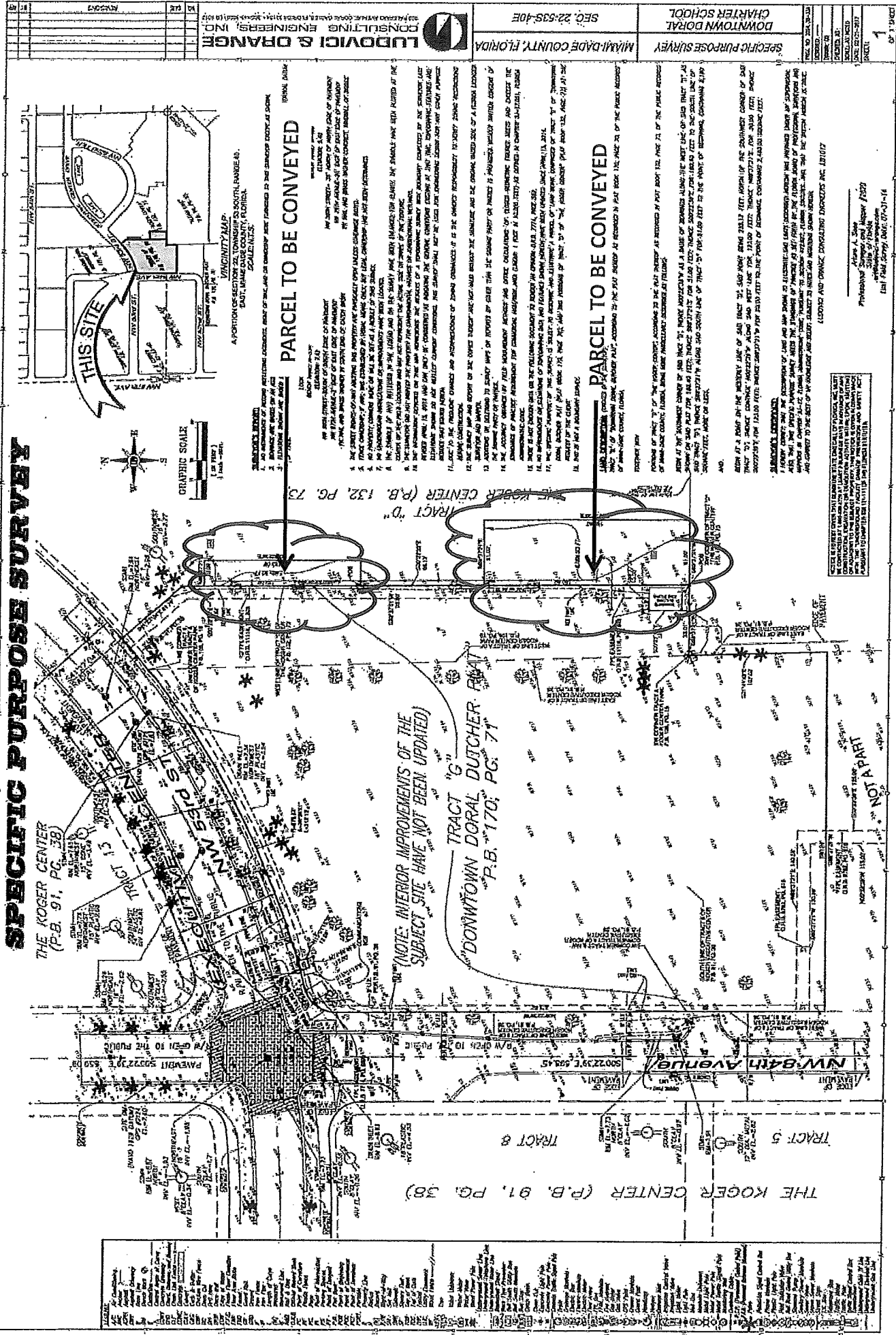
**RECOMMENDED:**

A. That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations, and for the Superintendent and/or Chair to execute, as necessary:

1. an Amendment to the Ground Lease Agreement with Downtown Doral Charter Elementary School, Inc., a Florida not-for-profit corporation, to facilitate capacity expansion of the Downtown Doral Charter Elementary School ("Charter School"), located at 8390 N.W. 53 Street, Doral, Florida 33166; and
2. a Tri-Party Agreement by and among the School Board, the Charter School, and Doral Q1 Phase LLC, a Delaware Limited Liability Company ("Q1") (collectively "the Parties"); and
3. any other documents that may be required to facilitate expansion of the Charter School, including conveyance and closing documents, with any and all costs, fees or expenditures related to said expansion to be covered by the Charter School; and

B. That the School Board of Miami-Dade County, Florida, authorize the School Board Attorney to execute the Waiver of Conflict Letter from Greenberg Traurig, which firm is serving as special counsel for the School Board and bond counsel for the Charter School in this transaction.

JGT:sj



SPECIFIC PURPOSE SURVEY

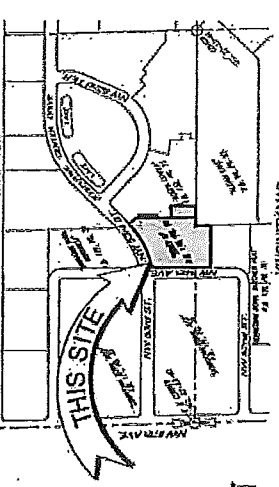
THE ROGER CENTER (P.B. 91, PG. 38)

(NOTE: INTERIOR IMPROVEMENTS OF THE SUBJECT SITE HAVE NOT BEEN UPDATED)

TRACT "G" DOWNTOWN DORAL DUTCHER ROAD (P.B. 170, PG. 71)

THE ROGER CENTER (P.B. 91, PG. 38)

NOT A PART



VICINITY MAP A PORTION OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 28 EAST, MIAMI-DADE COUNTY, FLORIDA, 2014.11.12

PARCEL TO BE CONVEYED

- 1. A PORTION OF THE PROPERTY DESCRIBED IN PARAGRAPH 1 OF THE INSTRUMENT DATED 11/12/14... 2. THE PORTION OF THE PROPERTY DESCRIBED IN PARAGRAPH 2 OF THE INSTRUMENT DATED 11/12/14... 3. THE PORTION OF THE PROPERTY DESCRIBED IN PARAGRAPH 3 OF THE INSTRUMENT DATED 11/12/14...

- 1. THE PROPERTY DESCRIBED IN PARAGRAPH 1 OF THE INSTRUMENT DATED 11/12/14... 2. THE PROPERTY DESCRIBED IN PARAGRAPH 2 OF THE INSTRUMENT DATED 11/12/14... 3. THE PROPERTY DESCRIBED IN PARAGRAPH 3 OF THE INSTRUMENT DATED 11/12/14...

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THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS AND ETHICS OF THE SURVEYING PROFESSION IN THE STATE OF FLORIDA... THE SURVEYOR HAS REVIEWED THE INSTRUMENT DATED 11/12/14 AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS AND ETHICS OF THE SURVEYING PROFESSION IN THE STATE OF FLORA...

STATE OF FLORIDA SURVEYING BOARD... THE SURVEYOR HAS REVIEWED THE INSTRUMENT DATED 11/12/14 AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS AND ETHICS OF THE SURVEYING PROFESSION IN THE STATE OF FLORIDA...

LEONARD AND ORANGE CONSULTING ENGINEERS INC. 1217

Alvin A. Day, Professional Engineer, No. 75279, State of Florida, License No. 12177

STATE OF FLORIDA SURVEYING BOARD... THE SURVEYOR HAS REVIEWED THE INSTRUMENT DATED 11/12/14 AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS AND ETHICS OF THE SURVEYING PROFESSION IN THE STATE OF FLORIDA...

Table with 4 columns: LUDOVICI & ORANGE CONSULTING ENGINEERS, INC., MIAMI-DADE COUNTY, FLORIDA, SEC. 22-535-40E, DOWNTOWN DORAL CHARTER SCHOOL, SPECIFIC PURPOSE SURVEY, SCALE: AS SHOWN, DATE: 11/12/14, DRAWN BY: [Name], CHECKED BY: [Name], PROJECT NO.: [Number]

December 22, 2016

Downtown Doral Charter Elementary School, Inc.  
2020 Salzedo Street  
5<sup>th</sup> Floor  
Coral Gables, FL 33134

**Attn:** Ana-Marie Codina Barlick  
President

The School Board of Miami-Dade County, Florida  
1450 NE 2nd Avenue  
Suite 430  
Miami, FL 33132

**Attn:** Walter J. Harvey  
School Board Attorney

**Re:** Waiver of Possible Conflict of Interest in Connection with Representation by Greenberg Traurig, P.A. as special real estate counsel for The School Board of Miami-Dade County, Florida in connection with an amendment to the Ground Lease dated October 20, 2013 with Downtown Doral Charter Elementary School, Inc., while serving as bond counsel for a proposed financing of an addition to the Downtown Doral Charter Elementary School

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Dear Ana-Marie and Walter:

This letter will serve to confirm our mutual understanding and agreement with respect to this Firm's legal representation as special real estate counsel to The School Board of Miami-Dade County, Florida (the "School Board") in connection with an amendment to the Ground Lease dated October 20, 2013 (the "Ground Lease") with Downtown Doral Charter Elementary School, Inc. (the "School"), while serving as bond counsel in connection with the proposed financing of an addition to the Downtown Doral Charter Elementary School (the "School") through the issuance of revenue bonds by the Florida Development Finance Corporation (the "Project"). This Firm represented the School Board in the preparation of the Ground Lease, and subsequently served as bond counsel for the financing of construction of the School. Both the School Board and the School were parties to a conflict waiver letter dated April 29, 2013 in connection with this matter.

Downtown Doral Charter Elementary School, Inc.  
The School Board of Miami-Dade County, Florida  
December 22, 2016  
Page 2 of 3

As you are aware, Greenberg Traurig, P.A. (the "Firm") currently serves as bond counsel to the School Board, has represented the School Board in connection with preparation of the Ground Lease, and has been requested to continue that representation for purposes of amending the Ground Lease. The Firm's bond counsel representation of the School Board is ongoing. As you are further aware, and with your express approval and consent, the Firm will be serving as bond counsel for the Project through a proposed issuance of revenue bonds by the Florida Development Finance Corporation.

The Firm has agreed to undertake the representation of the School as bond counsel while continuing its bond counsel relationship to the School Board and its relationship as special real estate counsel with the express consent and agreement of the School and the School Board, and our mutual understanding and agreement as follows.

Our firm's proposed representation of the School as bond counsel, and of the School Board as special real estate counsel in connection with the Project, and in connection with unrelated matters, raises potential conflicts of interest. Under the applicable ethical rules we would be precluded from undertaking the proposed representations unless all affected clients waive the conflict of interest. Such a conflict of interest is waivable only if (i) the conflict is fully disclosed to all parties, (ii) our exercise of independent professional judgment in the proposed representation of one client will not be materially limited by our responsibilities to the other client, (iii) we reasonably believe that our representation will not be adversely affected by the conflict, and (iv) our representation does not violate any other ethical requirements.

With respect to all conflict issues in this proposed representation, we believe that our exercise of independent professional judgment in our representation of each of the School and the School Board, will not be materially impaired by our representation of the other.

It is our understanding, that the School and the School Board are willing to waive the conflict of interest and to consent to our firm's representation of the School as bond counsel and of the School Board in connection with serving as special real estate counsel for the Project and as bond counsel on unrelated matters, provided that in the event that any litigation between the parties ensues in connection with the Project, the Firm shall be precluded from representing any party hereto in such litigation against the other. Notwithstanding the preclusion, we shall be permitted to continue representation of both the School and the School Board on matters other than the Project and matters affecting the Project, to the extent described above (but not in litigation regarding any such other matters).

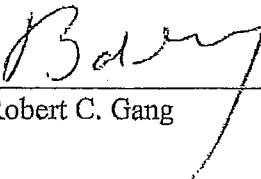
The waivers and agreements in this letter will continue in effect upon the termination of our representation of either client. We request that each of you confirm to us the waiver and consent described above by signing and returning to us a counterpart of this letter.

Downtown Doral Charter Elementary School, Inc.  
The School Board of Miami-Dade County, Florida  
December 22, 2016  
Page 3 of 3

Please indicate your agreement and consent to the foregoing by signing the enclosed copy of this letter where indicated and returning same to my attention. A facsimile copy of this letter and all signatures hereon shall be considered as originals for all purposes. It is understood that the signature of the School Board Attorney on this letter is subject to approval by the School Board at its next meeting in January 2017

Sincerely,

**GREENBERG TRAURIG, P.A.**

By:   
Robert C. Gang

**AGREED AND ACCEPTED:**

**DOWNTOWN DORAL CHARTER  
ELEMENTARY SCHOOL, INC.**

By:   
Ana-Marie Codina Barlick, President

**THE SCHOOL BOARD OF MIAMI-DADE  
COUNTY, FLORIDA**

By: \_\_\_\_\_  
Walter J. Harvey, School Board Attorney

Cc: K. Lawrence Gragg  
Ana Craft

MIA 185635571v3

**FIRST AMENDMENT TO GROUND LEASE AGREEMENT**

(Downtown Doral Charter School)

**THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT** (this "First Amendment") is made as of the \_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date"), between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic existing under the laws of the State of Florida and the governing body of the School District of Miami-Dade County, Florida (the "Lessor" or "School Board"), and **DOWNTOWN DORAL CHARTER ELEMENTARY SCHOOL, INC.**, a Florida not-for-profit corporation ("Lessee"). Lessor and Lessee are sometimes referred to herein collectively as the "Parties".

**RECITALS**

A. Lessor and Lessee entered into that certain Ground Lease Agreement (Downtown Doral Charter School) dated as of October 30, 2013 (the "Lease"), pursuant to which Lessor leased to Lessee, and Lessee leased from Lessor, the land more particularly described in Exhibit B attached to the Lease (the "Existing Premises"), for the development, construction and operation of a new charter school (referred to as the "Charter School" or "School" in the Lease), in accordance with the terms and conditions of the Lease. Notice of the execution and existence of the Lease is given in that certain Memorandum of Ground Lease dated October 30, 2013 and recorded on November 15, 2013 in Official Records Book 28912, Page 3417 of the Public Records of Miami-Dade County, Florida. The Charter School commenced operations in the 2015-16 academic year.

B. Lessee has requested that Lessor amend the Lease to allow for the expansion of the Charter School through the construction of additional improvements consisting of a new two-story wing containing approximately twelve (12) classrooms, an office for the School counselor and related ancillary facilities (collectively, the "Additional Improvements"), all as generally depicted in the site plan attached hereto as Exhibit A and made a part hereof (the "Expansion Site Plan"). The Additional Improvements will be constructed primarily on a portion of the open field areas located on the Existing Premises (which is owned by the School Board) as generally depicted on the Expansion Site Plan. The leasing of the Expansion Premises (as hereinafter defined) pursuant to this First Amendment and expansion of the Charter School through construction of the Additional Improvements requires Lessor's approval.

C. Lessor is willing to amend the Lease to allow for and approve the expansion of the Charter School through the construction of the Additional Improvements on the Existing Premises (which is owned by School Board), subject to, *inter alia*, the conveyance and transfer to Lessor of certain additional lands located adjacent to the Existing Premises and more particularly described or depicted in Exhibit B attached hereto (the "Expansion Premises"), which Expansion Premises are intended (i) to replace portions of the open field areas of the existing Charter School campus upon which the Additional Improvements will be constructed, and (ii) to provide for ten (10) additional parking spaces. The Expansion Premises have been conveyed and transferred to Lessor by Special Warranty Deed of even date herewith, which deed has been or will be recorded in the Public Records of Miami-Dade County, Florida.



D. Lessor and Lessee have agreed to amend the Lease for the purposes described above and for the other purposes set forth herein, all on the terms and conditions set forth in this First Amendment. This First Amendment has been authorized by (i) Lessor by the adoption of Board Action No. \_\_ at its meeting of [April \_\_, 2017], and (ii) Lessee by the adoption of authorizing resolutions at a duly noticed meeting of its board of directors at which a quorum was present held (or by written action in lieu of such meeting adopted) on [April \_\_, 2017] in accordance with the bylaws and other governing documents of Lessee.

**NOW, THEREFORE**, for the covenants and conditions of this First Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Incorporation of Recitals; General Provisions. The above recitals are true and correct and are incorporated herein as if set forth in full. All capitalized terms in this First Amendment without definition shall have the meanings given to them in the Lease. Except as amended and modified by this First Amendment, all of the terms, covenants, conditions, and agreements of the Lease shall remain in full force and effect. In the event of any conflict between the provisions of the Lease and the provisions of this First Amendment, the provisions of this First Amendment shall control.

2. Demised Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, upon the same covenants, terms and conditions as set forth in the Lease (except as otherwise expressly provided in this First Amendment), the Expansion Premises. Accordingly, the Expansion Premises is hereby added to the Demised Premises and therefore, from and after the Effective Date, all references to the term "Demised Premises" or "Premises" in the Lease shall mean the Existing Premises and the Expansion Premises, together with the Improvements located thereon from time to time.

3. Term. For avoidance of doubt, the Parties acknowledge and agree that the lease of the Expansion Premises shall be coterminous with the lease of the Existing Premises. Accordingly, the Term of the Lease with respect to all of the Demised Premises (as such term is defined in Section 2 of this First Amendment) shall remain unchanged by this First Amendment. Any renewal options granted by Lessor pursuant to Section 4.2 of the Lease shall apply to the Expansion Premises as well to the Existing Premises. The Total Base Rent paid or payable under the Lease shall not be adjusted or increased by virtue of this First Amendment or the lease of the Expansion Premises and no other base or minimum rent shall be due with respect to the Expansion Premises and/or Additional Improvements.

4. Additional Improvements. Lessor hereby approves Lessee's expansion of the Charter School with the construction of the Additional Improvements on the terms and conditions set forth in this First Amendment. Lessor and Lessee acknowledge and agree that the development, construction and operation of the Additional Improvements shall be performed by Lessee, at Lessee's sole cost and expense, as alterations, improvements and modifications to the Improvements, pursuant to and strictly in accordance with the terms, conditions, provisions and requirements of the Lease, including without limitation Article 7 and Article 9 thereof, and this First Amendment. Accordingly, Lessee shall comply with each and every Section of Article 7 of the Lease in connection with the development and construction of the Additional Improvements

as though the Additional Improvements are alterations, improvements and modifications thereunder. Without limiting the generality of the foregoing, Lessee shall comply with the approval process for Plans and Final Plans for the Additional Improvements in accordance with Section 7.2, the obligation to obtain the Governmental Approvals (including a Certificate of Occupancy) for the Additional Improvements in accordance with Section 7.3 and 7.9, the obligation to obtain a Payment and Performance Bond set forth in Section 7.4, and the requirements relating to commencement and completion of construction under Sections 7.5, 7.6 and 7.10. Lessee shall also procure and maintain all of the insurance coverages required by Article 9 of the Lease, including without limitation builder's risk insurance for the Additional Improvements. Lessor's self-help rights under Section 7.7 of the Lease shall apply to Lessee's obligations with respect to the Additional Improvements under this paragraph and paragraph 6 below. For clarity, the Additional Improvements include the improvements to the Expansion Premises contemplated in the Expansion Site Plan, all of which shall be constructed subject to and in accordance with the terms and conditions of this Amendment. The Additional Improvements located on the Expansion Premises shall be constructed and installed by Lessee contemporaneously with the Additional Improvements located on the Existing Premises. Notwithstanding anything contained in this First Amendment or the Lease to the contrary, there shall be no changes to the Expansion Site Plan without the prior written consent of Lessor, which consent may not be unreasonably withheld or conditioned.

5. No Lessor Liability for Construction Liens. The following provision is hereby added to the Lease as Section 7.11:

"Section 7.11 No Lessor Liability for Construction Liens. In accordance with the applicable provisions of Chapter 713 of the Florida Statutes, Lessee has no authority to and shall not create any liens for labor or material on or against the Demised Premises or any interest therein, and no such liens shall extend to the interest of Lessor in the Demised Premises under any circumstances. Lessee agrees to notify all materialmen, suppliers, contractors, mechanics, or laborers involved with work or improvements to or on the Demised Premises at Lessee's request that such party must look solely to Lessee or Lessee's leasehold or other property interests for payment. All materialmen, suppliers, contractors, mechanics and laborers may be put on notice of this Section by the recordation of a notice or memorandum of lease in accordance with Florida Statutes 713.10 in the Public Records of Miami-Dade County, Florida."

6. Traffic Study. As a precondition to the commencement of construction of the Additional Improvements, Lessee shall provide Lessor and any Governmental Authority whose approval is required in order to commence construction of the Additional Improvements with a current traffic and parking assessment/study obtained by Lessee, at its sole costs and expense. Lessee shall also, following receipt thereof, provide Lessor with evidence that any and all Governmental Approvals required in connection with the commencement of construction of the Additional Improvements (including without limitation any Governmental Approvals relating to traffic and parking) have been issued by the applicable Governmental Authority. To the extent that any on-site or off-site improvements are required by any applicable Governmental Authority as a result of the construction of the Additional Improvements (such as, by way of example and not limitation, additional traffic signage and lights, modifications to traffic circulation in and

around the Demised Premises, additional parking, etc.), Lessee shall construct and complete same, at Lessee's sole cost and expense, as part of the Additional Improvements.

7. Amendment to Recognition Agreement/Subordination and Standstill Agreement. Promptly following the request of Bond Trustee, Lessor agrees to execute and deliver to Bond Trustee an Amendment to Non-Disturbance and Standstill Agreement in the form attached hereto of Exhibit C.

8. Modifications to Lease.

(a) Charter School. All references in the Lease to the term "Charter School" or "School" shall include the Additional Improvements, once initially completed.

(b) Improvements. All references in the Lease to the term "Improvements" shall include the Additional Improvements.

(c) Land. All references in the Lease to the term "Land" shall include the "Land" described in the Lease, together with the lands described on Exhibit B attached hereto, and Exhibit B to the Lease is hereby amended to add the description of the lands set forth on Exhibit B attached hereto.

(d) Lease. All references in the Lease to the term "Lease" or "Lease Agreement" shall mean and refer to the Lease, as modified by this First Amendment.

9. Memorandum of First Amendment. Lessor, at Lessee's sole expense, shall record in the Public Records of Miami-Dade County, Florida, a memorandum of this First Amendment in the form attached hereto as Exhibit D.

10. Miscellaneous. The Lease, as modified by this First Amendment, sets forth the entire agreement between Lessor and Lessee concerning the Demised Premises. This First Amendment has been negotiated "at arm's length" by and between Lessor and Lessee, with each having the opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this First Amendment. Therefore, this First Amendment shall not be more strictly construed against either party by reason of the fact that one party may have drafted any or all of the provisions of this First Amendment. Lessor and Lessee represent and warrant that each has full authority to execute this First Amendment without the consent or joinder of any other party, except Lessee's Leasehold Mortgagee (which consent is attached hereto). This First Amendment shall be binding upon and inure to the benefit of Lessor, Lessee and their respective successors and assigns. The invalidity or unenforceability of any one or more provisions of this First Amendment shall not affect the validity or enforceability of the remaining portions of this First Amendment or any part of this First Amendment not held to be invalid or unenforceable. This First Amendment may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one instrument. Electronically transmitted signatures shall be deemed for all purposes to be originals.

[Signature Pages to Follow]

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

Signed, sealed and delivered in the presence of the following witnesses:

**LESSOR:**

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Alberto M. Carvalho  
Superintendent of Schools

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**TO THE LESSOR: APPROVED AS TO RISK MANAGEMENT ISSUES:**

**RECOMMENDED:**

\_\_\_\_\_  
Office of Risk and Benefits Management  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jaime G. Torrens  
Chief Facilities Officer  
Date: \_\_\_\_\_

**TO THE LESSOR: APPROVED AS TO FINANCIAL SUFFICIENCY:**

**TO THE LESSOR: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Treasurer  
Date: \_\_\_\_\_

\_\_\_\_\_  
School Board Attorney  
Date: \_\_\_\_\_

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )        SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Alberto M. Carvalho, as Superintendent of THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida, on behalf of the School Board. He personally appeared before me, and are personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**LESSEE:**

**DOWNTOWN DORAL CHARTER  
ELEMENTARY SCHOOL, INC., a  
Florida not-for-profit corporation**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

**SS:**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_ of DOWNTOWN DORAL CHARTER ELEMENTARY SCHOOL, INC., a Florida not-for-profit corporation, on behalf of the corporation. They personally appeared before me, and are personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**CONSENT BY BOND TRUSTEE**

THIS CONSENT BY BOND TRUSTEE is made as the \_\_\_ day of \_\_\_\_\_, 2017 by Wells Fargo Bank, National Association, a national banking association ("Bond Trustee").

Bond Trustee is the current owner and holder of that certain Mortgage, Assignment of Leases, Security Agreement and Fixture Filing (Leasehold Mortgage) dated as of August 1, 2014, made by Downtown Doral Charter Elementary School, Inc., a Florida not-for-profit corporation, for the benefit of Florida Development Finance Corporation, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida ("Issuer"), recorded on August 6, 2014 in Official Records Book 29260, Page 4477 of the Public Records of Miami-Dade County, Florida, as assigned by Issuer to Bond Trustee pursuant to that certain Assignment of Mortgage (Downtown Doral Charter Elementary School Project) dated as of August 5, 2014 and recorded August 6, 2014 in Official Records Book 29261, Page 270 of the Public Records of Miami-Dade County, Florida, and as amended by that First Amendment to Mortgage recorded January 14, 2016 in Official Record Book 29926, Page 1294 of the Public Records of Miami-Dade County, Florida (as so assigned and amended, the "Mortgage"). The Mortgage encumbers the "Demised Premises" described in that certain Ground Lease Agreement (Downtown Doral Charter School) by and between The School Board of Miami-Dade County, Florida and Downtown Doral Charter Elementary School, Inc. dated as of October 30, 2013, which Ground Lease Agreement has been or will be amended by the First Amendment to Ground Lease Agreement (the "First Amendment") to which this Consent by Bond Trustee is attached.

Bond Trustee, as (i) the Bond Trustee under that certain Indenture of Trust between Issuer and Bond Trustee dated as of August 1, 2014, relating to Issuer's Educational Facilities Revenue Bonds (Downtown Doral Charter Elementary School Project), Series 2014A in the aggregate principal amount of \$21,505,000, and Issuer's Taxable Educational Facilities Revenue Bonds (Downtown Doral Charter Elementary School Project), Series 2014B in the aggregate principal amount of \$320,000, and (ii) the owner and holder of the Mortgage and certain related loan documents described therein, hereby approves and consents to the terms, conditions and provisions of the First Amendment.

IN WITNESS WHEREOF, this Consent by Bond Trustee has been executed as of the day and year first above written.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA )  
 )  
COUNTY OF MIAMI-DADE )

SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_ of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of the bank. He/she personally appeared before me, and is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_

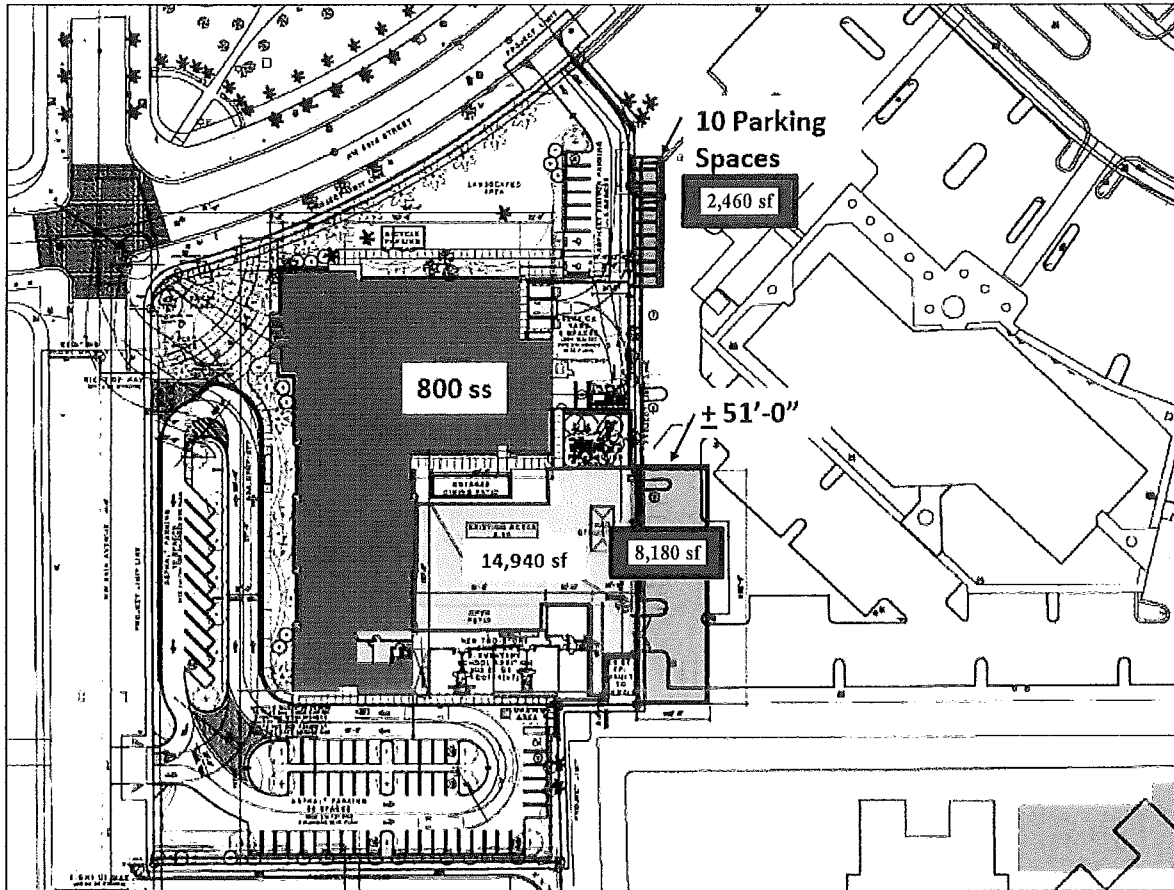
Print Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



EXHIBIT A

SITE PLAN OF ADDITIONAL IMPROVEMENTS



**EXHIBIT B**

**LEGAL DESCRIPTION OF EXPANSION PREMISES**

Portions of Tract D of THE KOGER CENTER, according to the Plat thereof as recorded in Plat Book 132, Page 73, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Tract D; thence North  $00^{\circ}22'39''$  West as a basis of bearings along the West line of said Tract D as shown on said plat for 160.40 feet; thence South  $89^{\circ}37'21''$  East for 51.00 feet; thence South  $00^{\circ}22'39''$  East for 160.40 feet to the South line of said Tract D; thence South  $89^{\circ}37'21''$  West along said South line of Tract D for 51.00 feet to the Point of Beginning.

AND

Begin at a point on the Westerly line of said Tract D, said point being 255.17 feet North of the Southwest corner of said Tract D; thence continue North  $00^{\circ}22'39''$  West along said West line for 123.00 feet; thence North  $89^{\circ}37'21''$  East for 20.00 feet; thence South  $00^{\circ}22'39''$  East for 123.00 feet; thence South  $89^{\circ}37'21''$  West for 20.00 feet to the Point of Beginning.

EXHIBIT C

AMENDMENT TO NON-DISTURBANCE AND STANDSTILL AGREEMENT

This instrument was prepared by and  
When recorded should be returned to:

Nancy B. Lash, Esq.  
Greenberg Traurig, P.A.  
333 S.E. 2nd Avenue  
Miami, Florida 33131

(This space reserved for Clerk of Court)

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AMENDMENT TO NON-DISTURBANCE AND STANDSTILL AGREEMENT

THIS AMENDMENT TO NON-DISTURBANCE AND STANDSTILL AGREEMENT (this "**Amendment**") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between The School Board of Miami-Dade County, Florida, a body corporate and politic existing under the laws of the State of Florida and the governing body of the School District of Miami-Dade County, Florida ("**Lessor**") and Wells Fargo Bank, National Association ("**Bond Trustee**").

WITNESSETH:

WHEREAS, Lessor and Downtown Doral Charter Elementary School, Inc., a Florida not-for-profit corporation (the "**Ground Lessee**") previously entered into a certain Ground Lease dated October 20, 2013 ("**Lease**"), pursuant to which Lessor leased the land located in the City of Doral, Miami-Dade County, Florida more particularly described in Exhibit A attached hereto and made a part hereof (the "**Existing Land**") to the Ground Lessee;

WHEREAS, the Ground Lessee granted to the Florida Development Finance Corporation (the "**Leasehold Mortgagee**") a mortgage of its leasehold interest under the Lease pursuant to that certain Mortgage, Assignment of Leases, Security Agreement and Fixture Filing (Leasehold Mortgage) dated as of August 1, 2014 and recorded August 6 2014 in Official Records Book 29260, Page 4477, of the Public Records of Miami-Dade County, Florida, as amended by that First Amendment to Mortgage recorded January 14, 2016 in Official Record Book 29926, Page 1294 of the Public Records of Miami-Dade County, Florida (the "**Leasehold Mortgage**"), and the right to collaterally assign the Lease and any sublease(s) as collateral security for such Leasehold Mortgage, which would enable the Leasehold Mortgagee to act as lessee under the Lease;

WHEREAS, Bond Trustee is the current owner and holder of the Leasehold Mortgage and aforesaid rights pursuant to that certain Assignment of Mortgage (Downtown Doral Charter Elementary School Project) dated as of August 5, 2014 and recorded August 6, 2014 in Official Records Book 29261, Page 270 of the Public Records of Miami-Dade County, Florida;

WHEREAS, Lessor and Bond Trustee previously entered into a certain Non-Disturbance and Standstill Agreement dated as of August 5, 2014 and recorded August 7, 2014 in Official Records Book 29261, Page 4003, of the Public Records of Miami-Dade County, Florida (the "NDSA") in connection with the Lease and the Leasehold Mortgage;

WHEREAS, prior to the execution of this Amendment, that certain land located in the City of Doral, Miami-Dade County, Florida, more particularly described in Exhibit B attached hereto and made a part hereof (the "**Additional Land**") was conveyed to Lessor;

WHEREAS, Lessor and the Ground Lessee, immediately after said conveyance of the Additional Land to Lessor, entered into a certain First Amendment to Ground Lease Agreement (the "**Lease Amendment**") pursuant to which the Lease was amended to, among other things, lease the Additional Land to the Ground Lessee;

WHEREAS, the Ground Lessee and Bond Trustee intend, following the execution of this Amendment, to execute a certain amendment to the Leasehold Mortgage that will, among other things, increase the amount secured by the Leasehold Mortgage and spread the lien of the Leasehold Mortgage onto the Ground Lessee's leasehold interest in the Additional Land (the "**Leasehold Mortgage Amendment**");

WHEREAS, Lessor and Bond Trustee wish to enter into this Amendment in order to acknowledge the agreement of the parties that all of the provisions of the NDSA shall apply to the Additional Land, Lease Amendment and Leasehold Mortgage Amendment with the same force and effect as if same had been expressly referenced therein; and

NOW, THEREFORE, for TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the foregoing recitals are true and correct and further agree as follows:

1. **Amendment to the NDSA.**

(a) Lessor and Bond Trustee agree that all of the provisions of the NDSA shall apply to the Additional Land, Lease Amendment and Leasehold Mortgage Amendment with the same force and effect as if same had been expressly referenced therein. Accordingly, effective as of the date hereof, all references in the NDSA to the term (i) "Land" and "Demised Premises" shall include the Additional Land, (ii) "Lease" shall mean the Lease as amended by the First Amendment and (iii) "Leasehold Mortgage" shall mean the Leasehold Mortgage as amended by the Leasehold Mortgage Amendment.

(b) In connection with, but without limiting, Section 1(a) of this Amendment, Lessor hereby acknowledges and agrees that (i) the Lease, as amended by the Lease Amendment, together with all rights of Lessor thereunder, including without limitation the Reverter (in connection with the Existing Land and/or Additional Land), are subject to the Leasehold Mortgage, as amended by the Leasehold Mortgage Amendment, until the Termination Date, (ii) Lessor shall not exercise any Reverter (in connection with the Existing Land and/or Additional Land), any right to terminate the Lease, as amended by the Lease Amendment, or any other remedy under any provision of the Lease, as amended by the Lease Amendment, if the exercise of such remedy would impair the rights of Bond Trustee under the Leasehold Mortgage, as amended by the Leasehold Mortgage Amendment with respect to the leasehold interest in the

Existing Land and/or Additional Land and in particular the rights of Bond Trustee under the Lease, as amended by the Lease Amendment, other than Lessor's right to replace the Lessee upon default of the Lessee under the Leasehold Mortgage, as amended by the Leasehold Mortgage Amendment, (iii) Lessor consents to the encumbrance of the leasehold interest in the Additional Land pursuant to the Leasehold Mortgage, as amended by the Leasehold Mortgage Amendment and (iv) Lessor agrees that nothing contained in the Multi-Party Agreement or the Lease, as amended by the Lease Amendment, shall limit, restrict or prevent any of the transactions contemplated by the Leasehold Mortgage, as amended by the Leasehold Mortgage Amendment.

3. **Capitalized Terms.** Capitalized terms used but not defined in this Amendment shall have the meaning ascribed to such term in the NDSA.

4. **Authority.** Each of the parties has authority to enter into this Amendment and has taken all actions necessary to authorize its execution by the officers signing it.

5. **Miscellaneous.** This Amendment is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida. This Amendment cannot be modified orally, but only by writing signed by the party against whom enforcement of the change is sought. Whenever used in this Amendment and as the context may require or permit, words in the singular include the plural, words in the plural include the singular, and pronouns of any gender shall include the other genders. Captions and paragraph headings contained in this Amendment are for convenience only and shall not affect its interpretation. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one instrument. This Amendment shall be binding upon and inure to the benefit of the parties hereto, the Leasehold Mortgagee and their respective successors and assigns, but no other parties. Each party to this Amendment acknowledges and agrees that it shall be solely responsible for its own attorney's fees and costs in all instances, including by way of example and not limitation, indemnification obligations and with the cost of enforcement of provisions hereunder.

[Signatures Begin On Next Page]

IN WITNESS WHEREOF, Lessor and Bond Trustee have executed this Amendment as of the day and year first above written.

ATTEST:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
Alberto M. Carvalho  
Secretary

By: \_\_\_\_\_  
Dr. Lawrence S. Feldman  
Chair

Execution Date: \_\_\_\_\_, 2017

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: [Assistant] School Board Attorney

BOND TRUSTEE

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE

By: \_\_\_\_\_  
Name:  
Title:

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before this \_\_\_\_ day of \_\_\_\_\_, 2017, by Dr. Lawrence S. Feldman and Alberto M. Carvalho as Chair and Secretary of THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a public body corporate and politic existing under the laws of the State of Florida on behalf of the School Board. They personally appeared before me, and are personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_ of WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE, on its behalf. He/She personally appeared before me, and is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**Land**

Tract G of Downtown Doral Dutcher Plat, as recorded in Plat Book 170, Page 70 of the Public Records of Miami Dade County, Florida.



**EXHIBIT B**

**Additional Land**

Portions of Tract D of THE KOGER CENTER, according to the Plat thereof as recorded in Plat Book 132, Page 73, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Tract D; thence North  $00^{\circ}22'39''$  West as a basis of bearings along the West line of said Tract D as shown on said plat for 160.40 feet; thence South  $89^{\circ}37'21''$  East for 51.00 feet; thence South  $00^{\circ}22'39''$  East for 160.40 feet to the South line of said Tract D; thence South  $89^{\circ}37'21''$  West along said South line of Tract D for 51.00 feet to the Point of Beginning.

AND

Begin at a point on the Westerly line of said Tract D, said point being 255.17 feet North of the Southwest corner of said Tract D; thence continue North  $00^{\circ}22'39''$  West along said West line for 123.00 feet; thence North  $89^{\circ}37'21''$  East for 20.00 feet; thence South  $00^{\circ}22'39''$  East for 123.00 feet; thence South  $89^{\circ}37'21''$  West for 20.00 feet to the Point of Beginning.

**EXHIBIT D**

**MEMORANDUM OF FIRST AMENDMENT TO  
GROUND LEASE AGREEMENT**

This instrument prepared by or under the supervision  
of (and after recording should be returned to):

Name: Nancy B. Lash, Esq.  
Address: Greenberg Traurig, P.A.  
333 S.E. 2<sup>nd</sup> Avenue  
Miami, Florida 33131

(Space reserved for Clerk of Court)

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**MEMORANDUM OF FIRST AMENDMENT  
TO GROUND LEASE AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida and the governing body of the School District of Miami-Dade County, Florida ("Lessor"), and DOWNTOWN DORAL CHARTER ELEMENTARY SCHOOL, INC., a Florida not-for-profit corporation (the "Lessee").

W H E R E A S:

A. Lessor and Lessee entered into that certain Ground Lease Agreement dated as of October 30, 2013 (the "Lease"), pursuant to which Lessor leased to Lessee and Lessee leased from Lessor certain property located in Miami-Dade County, Florida, as more particularly described in the Lease (the "Existing Premises"). Notice of the execution and existence of the Lease has been provided pursuant to that certain Memorandum of Ground Lease recorded October 30, 2013 in Official Records Book 28912, Page 3417 of the Public Records of Miami-Dade County, Florida.

B. Lessor and Lessee have entered into that certain First Amendment to Ground Lease Agreement of even date herewith (the "First Amendment"), pursuant to which Lessor and Lessee have agreed (a) to the expansion of the existing charter school located on the Existing Premises, (b) to expand the Existing Premises to include an additional approximately 10,640 square feet of land located adjacent to the Existing Premises and more particularly described and/or depicted on Exhibit A attached hereto (the "Expansion Premises"), and (c) to amend and modify the Lease in certain other respects, subject to and on the terms and conditions set forth in the First Amendment.

NOW, THEREFORE, for and in consideration of Ten and NO/100 Dollars (\$10.00) and other valuable consideration paid, Lessor and Lessee hereby agree as follows:

1. All persons are hereby placed on notice of the execution and existence of the First Amendment, pursuant to which, *inter alia*, Lessor has demised and leased unto Lessee, and

Lessee has leased and taken from Lessor, upon the terms and conditions and subject to the limitations more particularly set forth in the Lease, as amended by the First Amendment, the Expansion Premises. Accordingly, the Expansion Premises has been added to the Demised Premises (as defined in the Lease).

2. Pursuant to Florida Statutes, Section 713.10, all persons dealing with Lessee are hereby given notice that the Lease contains the following provision:

No Lessor Liability for Construction Liens. In accordance with the applicable provisions of Chapter 713 of the Florida Statutes, Lessee has no authority to and shall not create any liens for labor or material on or against the Demised Premises or any interest therein, and no such liens shall extend to the interest of Lessor in the Demised Premises under any circumstances. Lessee agrees to notify all materialmen, suppliers, contractors, mechanics, or laborers involved with work or improvements to or on the Demised Premises at Lessee's request that such party must look solely to Lessee or Lessee's leasehold or other property interests for payment. All materialmen, suppliers, contractors, mechanics and laborers may be put on notice of this Section by the recordation of a notice or memorandum of lease in accordance with Florida Statutes 713.10 in the Public Records of Miami-Dade County, Florida.

3. This Memorandum is executed and is to be recorded for the purpose of giving notice of the First Amendment, but shall not be deemed or construed to change the terms of the First Amendment, which shall govern in the case of a conflict.

[Signature Pages to Follow]

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

Signed, sealed and delivered in the presence of the following witnesses:

**LESSOR:**

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Alberto M. Carvalho  
Superintendent of Schools

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**TO THE LESSOR: APPROVED AS TO RISK MANAGEMENT ISSUES:**

**RECOMMENDED:**

\_\_\_\_\_  
Office of Risk and Benefits Management  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jaime G. Torrens  
Chief Facilities Officer  
Date: \_\_\_\_\_

**TO THE LESSOR: APPROVED AS TO FINANCIAL SUFFICIENCY:**

**TO THE LESSOR: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Treasurer  
Date: \_\_\_\_\_

\_\_\_\_\_  
School Board Attorney  
Date: \_\_\_\_\_

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Alberto M. Carvalho, as Superintendent of THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida, on behalf of the School Board. They personally appeared before me, and are personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**LESSEE:**

**DOWNTOWN DORAL CHARTER  
ELEMENTARY SCHOOL, INC., a  
Florida not-for-profit corporation**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_ of DOWNTOWN DORAL CHARTER ELEMENTARY SCHOOL, INC., a Florida not-for-profit corporation, on behalf of the corporation. They personally appeared before me, and are personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**TRI-PARTY AGREEMENT**

**THIS TRI-PARTY AGREEMENT** (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and among **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic existing under the laws of the State of Florida and the governing body of the School District of Miami-Dade County, Florida ("School Board"), **DOWNTOWN DORAL CHARTER ELEMENTARY SCHOOL, INC.**, a Florida not-for-profit corporation ("Developer"), and **DORAL Q1 PHASE LLC**, a Delaware limited liability company ("Q1"). School Board, Developer and Q1 are sometimes referred to herein collectively as the "Parties".

**BACKGROUND:**

A. School Board, as lessor and Developer, as lessee, entered into that certain Ground Lease Agreement (Downtown Doral Charter School) dated as of October 30, 2013 (the "Lease"), pursuant to which School Board leased to Developer, and Developer leased from School Board, the land more particularly described in Exhibit B attached to the Lease (the "Existing Premises"), for the development, construction and operation of a new charter school (referred to as the "Charter School" or "School" in the Lease and this Agreement), in accordance with the terms and conditions of the Lease. Notice of the execution and existence of the Lease is given in that certain Memorandum of Ground Lease dated October 30, 2013 and recorded on November 15, 2013 in Official Records Book 28912, Page 3417 of the Public Records of Miami-Dade County, Florida. The Charter School commenced operations in the 2015-16 academic year.

B. Developer has requested that School Board amend the Lease to allow for the expansion of the Charter School through the construction of additional improvements consisting of a new two-story wing containing approximately twelve (12) classrooms, an office for the School counselor and related ancillary facilities (collectively, the "Additional Improvements"), all as generally depicted in the site plan attached as Exhibit A to the proposed amendment to the Lease (the "Lease Amendment"), a copy of which is attached hereto as Exhibit A. The Additional Improvements will be constructed primarily on a portion of the Existing Premises (which are owned in fee by School Board). The leasing of the Expansion Premises (as hereinafter defined) and expansion of the Charter School through construction of the Additional Improvements requires Lessor's approval.

C. School Board is willing to amend the Lease to allow for and approve the expansion of the Charter School through the construction of the Additional Improvements on the Existing Premises (which are owned in fee by School Board), subject to, *inter alia*, (i) the conveyance and transfer to School Board of certain lands owned by Q1, located adjacent to the Existing Premises and more particularly described or depicted in Exhibit B attached to the Lease Amendment (the "Expansion Premises"), and (ii) the satisfaction by Developer and/or Q1 of the various conditions contained in this Agreement. The Expansion Premises are part of a parcel of land owned by Q1 and legally described as Tract D of The Koger Center Plat, as recorded in Plat Book 132, Page 73 of the Public Records of Miami Dade County, Florida (the "Parent Tract"). The Expansion Premises are intended (a) to replace portions of the open field areas of the existing Charter School campus upon which the Additional Improvements will be constructed, and (b) to provide for ten (10) additional parking spaces serving the Charter School.

D. The Parties are entering into this Agreement to set forth their respective agreements with respect to the conditions to (i) School Board's approval of the expansion of the Charter School with the Additional Improvements, (ii) the conveyance of the Expansion Premises by Q1 to the School Board, and (iii) the execution and delivery of the Lease Amendment by the School Board and Developer, and to address certain other matters as more particularly set forth herein (collectively, the "Transactions").

**NOW, THEREFORE**, to induce School Board to enter into the Transactions and in consideration of the mutual covenants, conditions and benefits contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein as if set forth in full.

2. Documents and Materials Received. Prior to the date hereof, the School Board received the following documents and materials, all of which were included by School Board in the information package submitted to the members of the School Board with respect to items to be presented at the School Board meeting to be held on April 5, 2017:

(i) an environmental site assessment (the "Environmental Site Assessment"), including a reliance letter (if required);

(ii) a certified appraisal of the Expansion Premises (the "Appraisal"), in each case in form acceptable to School Board;

(iii) final form of the Lease Amendment;

(iv) final form of this Agreement;

(v) a Waiver of Conflict letter from Holland & Knight; and

(vi) the letter dated March 23, 2017 from the City Attorney of the City of Doral with respect to the Covenant and Unity of Title in the form approved by School Board. Developer and Q1 have the legal description attached to such letter corrected to match the actual legal description for the Expansion Premises as soon as reasonably practicable.

3. Conditions to Lease Amendment. As a condition to School Board's entering into the Transactions (including the execution and delivery of the Lease Amendment), the following conditions precedent (collectively, the "Conditions") must be satisfied (or waived in writing by School Board) by the respective dates, if any, set forth below:

(a) No later than March 28, 2017, School Board shall have received, for School Board's records, all organizational documents and certificates of good standing for Developer and Q1, and with respect (i) to Q1, appropriate resolutions/consents duly authorizing and (ii) Developer, appropriate resolutions/consents which, following the execution thereof, shall duly authorize the conveyance of the Expansion Premises, the



execution of the Covenant, Deed (defined below), this Agreement, the Lease Amendment and any other actions/documentation contemplated herein or in the Lease Amendment.

(b) No later than April 19, 2017, School Board shall have received the following documents and materials:

(i) a pro forma Endorsement to its existing Owner's Policy of Title Insurance No. 5011412-0155406e issued by First American Title Insurance Company or its authorized agent (the "Title Company"), insuring fee simple title to the Expansion Premises in the name of School Board, subject only to Schedule B title exceptions listed in the pro forma Endorsement attached hereto as Exhibit C or otherwise approved by School Board in writing, together with the final approved forms of (i) all documentation required by the Title Company of Q1, Developer or any other party (including applicable mortgagees) to release the Expansion Premises from those certain documents and other instruments described on Exhibit B attached hereto, and (ii) any other documents reasonably requested by School Board or the Title Company with respect to the Endorsement;

(ii) a current survey of the Expansion Premises that meets the standards of practice for the profession of surveying and mapping under Section 472.027 of the Florida Statutes, prepared by Ludovici & Orange Consulting Engineers, Inc. or another licensed and insured Florida registered land surveyor acceptable to School Board;

(iii) the final approved forms of (x) Declaration of Restrictive Covenant in Lieu of Unity of Title (the "Covenant") to be executed by Q1 and Q1's mortgagee, approved by required officials for City of Doral and to be recorded in the Public Records of Miami-Dade County, Florida, which form Covenant shall contain a waiver of any requirement for an easement and operating agreement under or in connection with the Covenant relative to the conveyance by Q1 of the Expansion Premises to School Board; and (y) Unity of Title (unifying title between the Expansion Premises and the Existing Premises) (the "Unity of Title") to be executed by the School Board, approved by required officials of the City of Doral and to be recorded in the Public Records of Miami-Dade County, Florida. The Covenant and Unity of Title, following the recordation thereof, shall allow (A) the conveyance of the Expansion Premises to School Board separate and apart from the remainder of the real property comprising the Parent Tract without the need to replat or obtain a waiver of plat, and (B) the Existing Premises and the Expansion Premises to be treated as an independent development site separate, apart and wholly independent from the remaining Parent Tract, such that the Demised Premises can apply for and obtain building permits.

(iv) a Zoning Opinion from Holland & Knight confirming (A) that the Covenant is an acceptable and legally appropriate mechanism to remove the Expansion Premises from the Parent Tract, provided that the Expansion Premises are subsequently formally combined with the land currently owned by the School Board adjacent to the Expansion Premises pursuant to the Unity of Title, (B) upon unifying the Existing Premises with the Expansion Premises through the Unity of Title, the Demised Premises will be treated as an independent development site separate, apart and wholly

independent from the remaining Parent Tract with respect to any subdivision regulations, and (C) the Demised Premises can apply for and obtain building permit(s) for new construction;

(v) evidence that the Bond Trustee (as defined in the Lease Amendment) has approved or been instructed to execute the Consent of Trustee in the form attached to the Lease Amendment;

(vi) the form of special warranty deed (the "Deed"), pursuant to which Q1 will convey fee simple title to the Expansion Premises to School Board and;

(vii) an affidavit in compliance with § 286.23 of the Florida Statutes executed and delivered by Q1.

(c) School Board shall have received a tax pro-ration letter from the Miami-Dade County Property Appraiser relating to the real property taxes due for the Expansion Premises for the period from January 1, 2017 through the day following the date of closing of the Transactions.

(d) School Board shall have approved this Agreement and the Amendment pursuant to Board Action No. \_\_\_\_\_, at its meeting of April 5, 2017.

(e) No later than May 15, 2017, Developer shall have satisfied all conditions to the issuance by the appropriate department of the School Board of all permits required to be issued for the commencement of construction of the Additional Improvements, with the exception of the conveyance of fee title to the Expansion Premises to School Board and leasing of the Expansion Premises by Developer. However, no permits for the construction of the Additional Improvements will be issued prior to closing of the Transactions pursuant to this Agreement.

Developer and Q1 shall be responsible for endeavoring to satisfy all of the Conditions listed in the aforesaid subparagraphs 3(a)-3(b) and 3(c) (collectively, the "Developer Conditions"), at no expense to School Board. School Board shall be responsible for endeavoring to obtain the items described in subparagraphs 3(c) and 3(d) above. For avoidance of doubt, a Party shall not be deemed to be in breach of any obligation hereunder in the event that, despite endeavoring to satisfy any of the applicable Conditions, fails to so satisfy same). The Parties acknowledge and agree that the Developer Conditions must be satisfied by 5:00PM (Eastern Time) on the applicable due date therefor set forth above (each, a "Condition Deadline"). If the form and content of any instruments, documents or materials comprising any Developer Conditions are not satisfactory to School Board, then such Condition shall be deemed not satisfied for purposes of this Agreement (and no Condition shall be deemed satisfied unless School Board confirms same in writing, except as otherwise expressly provided herein). If any Condition is not satisfied by the applicable Condition Deadline for any reason whatsoever, then, for the avoidance of doubt, (I) no Party shall be obligated to execute any of the documents or instruments contemplated herein (including without limitation, the Deed) unless and until the Condition is subsequently satisfied in accordance with the terms hereof, (II) School Board shall not be required (and have no obligation) to approve the expansion of the Charter School with the Additional Improvements or execute the Lease Amendment, and Developer shall have no right whatsoever to construct (or

commence construction of) the Additional Improvements, and (III) the Parties shall amend this Agreement to extend the applicable Condition Deadline and closing date set forth in Section 4 to provide additional time as may be reasonably necessary to satisfy the applicable Condition and close the Transactions; provided, however, that School Board shall not be required to extend the closing date of the Transactions beyond June 1, 2017 (the "Outside Closing Date"), unless otherwise mutually agreed to by the Parties. Accordingly, if all of the Conditions are not satisfied by the Outside Closing Date, clauses (I) and (II) above shall apply, but not clause (III) unless otherwise mutually agreed to by the Parties. Closing of the Transactions by School Board shall be deemed to be an acknowledgement by the School Board that all Conditions have been timely met or otherwise waived by School Board.

4. Conditions Met. If the Conditions are timely met by the applicable Condition Deadline (or otherwise waived by the School Board) and School Board confirms same pursuant to Paragraph 2 above, then the Parties shall close on the first (1st) business day that is ten (10) days following satisfaction in full of the Conditions (or such earlier date as may be mutually agreed to by the Parties), provided that closing of the Transactions shall not be later than the Outside Closing Date, unless otherwise agreed to by the Parties. Closing shall take place on the date at the School Board Attorney's Office located 1450 NE 2nd Avenue, #430, Miami, Florida 33132. At closing, the Parties shall take the following actions:

(a) The Covenant and Deed, in the approved form, shall be duly executed and delivered by Q1;

(b) Developer and Q1, as applicable, shall deliver to School Board originals of all of the other instruments, documents and other materials satisfying the Conditions to School Board, duly executed and delivered by the parties thereto, in the form approved by School Board hereunder;

(c) Developer and Q1 shall cause the Title Company to issue the Endorsement to School Board in the form delivered to the School Board pursuant to subparagraph 2(c) above;

(d) Three (3) counterpart originals of the Lease Amendment in the form attached hereto, and one (1) counterpart original of the memorandum thereof in the form attached to the Lease Amendment, shall be executed and delivered by Developer and Bond Trustee (as applicable) to School Board;

(e) Developer and Q1 shall provide to School Board or the Title Company, as applicable, funds sufficient to pay (i) the ad valorem taxes for the Expansion Premises from January 1, 2017 through the day following the date of such closing, in accordance with the tax proration letter referenced under subparagraph 2(d), (ii) all recording fees, (iii) all premiums and charges associated with the Endorsement, and (iv) any and all other costs and expenses required to be paid by Developer and/or Q1 under this Agreement or the Lease Amendment, all of which shall be shown on a settlement statement to be executed by the Parties at closing;

(f) Developer shall pay School Board, (x) a project management fee in an amount equal to \$65,000, and (y) after taking the payment made in Section 17 into effect,

the balance of the amounts payable to Bermello Ajamil & Partners, Inc. ("Bermello") in connection with the Additional Improvements. For avoidance of doubt, (i) in no event shall the foregoing amounts be payable by Developer unless and until the Transactions are consummated and (ii) except as aforesaid and in Section 17, in no event shall Developer be liable to School Board for any project management or other similar fees under or in connection with this Agreement.

(g) Following satisfaction of subparagraphs 4(a)-(f), three (3) counterpart originals of the Lease Amendment, one (1) counterpart original of each of the memorandum thereof, the Unity of Title and Amendment to Non-Disturbance and Standstill Agreement attached as Exhibit C to the Lease Amendment shall be executed and delivered by School Board; and

(h) The Covenant, Deed, Unity of Title, the memorandum of the Lease Amendment and Amendment to Non-Disturbance and Standstill Agreement (in that stated order) shall be recorded in the Public Records of Miami-Dade County, Florida, by School Board at Developer's expense, and one (1) counterpart original of the Lease Amendment shall be delivered to or retained by Developer, School Board and Bond Trustee.

5. Waiver of Plat. Subject to receipt of approval from School Board pursuant to Section 5(a) below, no later than forty five (45) days following the execution of the Lease Amendment, Developer and Q1 shall request that the City of Doral grant a waiver of plat (the "Waiver of Plat") for the Expansion Premises that divides the Expansion Premises from the remainder of the Parent Tract, such that (i) the Expansion Premises are separate and distinct parcels from the balance of the Parent Tract with separate and distinct legal descriptions that comport to the legal descriptions for the Expansion Premises attached to the Lease Amendment as Exhibit B, and (ii) the Parent Tract (less the Expansion Premises) is a separate and distinct parcel from the Expansion Premises with a separate and distinct legal description, in all events without the need for easements between the Expansion Premises and Parent Tract, or covenants, restrictions or conditions of any kind. The following provisions shall govern with respect to the Waiver of Plat:

(a) Developer and Q1 shall submit the proposed Waiver of Plat to School Board for its review and approval prior to submission of same to the applicable governmental authorities. School Board shall not unreasonably withhold, condition or delay the granting of any such approval. School Board shall reasonably cooperate with Developer and Q1 in obtaining the Waiver of Plat, at no expense to School Board.

(b) Developer and Q1 shall pursue the Waiver of Plat using commercially reasonable efforts to obtain same within sixty (60) days after receipt of the approval of the School Board contemplated under Section 5(a) above.

(c) Developer and Q1 shall keep School Board informed of all scheduled meetings with governmental staff or officials, and all governmental hearings, in connection with the Waiver of Plat, and shall provide School Board with a written update of progress with respect to the Waiver of Plat no less frequently than monthly. Developer shall endeavor to provide School Board with not less than five (5) business days (but in

no event less than one (1) business day) advance written notice of any hearings and meetings in order to afford School Board (and/or its representatives) the opportunity to attend same. In addition, Developer agrees to timely provide School Board with copies of all material applications, procedural filings, agreements, approvals, denials and correspondence (including all material supporting documentation) submitted to any governmental authority with respect to the Waiver of Plat and, in connection with any scheduled hearings, such other pertinent information and documentation as may be reasonably necessary to place School Board in the position of being informed and knowledgeable as to the Waiver of Plat.

(d) Promptly following any granting of the Waiver of Plat, Developer and Q1 shall cause the Expansion Premises to be permanently and unconditionally released from the Covenant pursuant to a recordable instrument, the form and substance of which shall be subject to School Board's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. School Board shall, upon request, execute such instrument if required by the City of Doral. For purposes of the foregoing, the Parties acknowledge and agree that any such release conditioned upon the Unity of Title remaining in effect shall be deemed to be an unconditional release. For the avoidance of doubt, under no circumstances shall the Covenant be modified or any property released therefrom prior to the granting of the Waiver of Plat without the prior written consent of School Board, in its sole discretion.

(e) All costs and expenses whatsoever associated with the Waiver of Plat and release of the Expansion Premises from the Covenant (including without limitation legal fees of outside counsel) shall be borne by Developer and Q1. If the Waiver of Plat is granted, the Waiver of Plat and such release shall be promptly recorded in the Public Records of Miami-Dade County, Florida, at no expense to School Board.

6. Separation of Folio Numbers. Developer and Q1 shall work with the Miami-Dade County Property Appraiser to cause the Property Appraiser to remove the Expansion Premises from the tax folio numbers for the Parent Tract and include the Expansion Premises in the tax folio numbers for the Existing Premises.

7. Default. If any Party fails to perform or observe any of the material terms and conditions of this Agreement for a period of thirty (30) calendar days after receipt of written notice of such default from the other Parties, the Party giving notice of default may be entitled, but is not required, as its sole remedy hereunder, to seek specific performance of this Agreement. Failure of any Party to exercise its right in the event of any breach by the other Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the applicable Party. Such waiver shall be limited to the terms specifically contained therein. The failure of a Party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

8. Indemnification. Developer and Q1 agree to indemnify and defend School Board, and hold School Board harmless, from any claims, demands, liabilities, actions and causes of action, and any actual losses, damages, costs, fees and expenses (including reasonable attorneys'

fees and expenses at trial and on appeal) of any nature whatsoever by any person or party arising out of, in connection with or as a result of the Demised Premises not being treated as an independent development site separate, apart and wholly independent from the Parent Tract for development purposes.

9. Notice. All notices required or permitted under this Agreement ("Notices") shall be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; or by electronic mail, to the Parties, as follows:

To the School Board:           The School Board of Miami-Dade County, Florida  
Attn: Alberto M. Carvalho  
Superintendent of Schools  
1450 NE 2<sup>nd</sup> Avenue, #912  
Miami, Florida 33132  
E-Mail: [Superintendent'sOffice@dadeschools.net](mailto:Superintendent'sOffice@dadeschools.net)

Copy to:                           Chief Facilities Officer  
1450 NE 2<sup>nd</sup> Avenue, #923  
Miami, Florida 33132  
Attn: Mr. Jaime G. Torrens  
E-Mail: [JTorrens@dadeschools.net](mailto:JTorrens@dadeschools.net)

Copy To:                         Walter J. Harvey, School Board Attorney  
School Board Attorney's Office  
1450 NE 2<sup>nd</sup> Avenue, #430  
Miami, Florida 33132  
E-Mail: [Walter.Harvey@dadeschools.net](mailto:Walter.Harvey@dadeschools.net)

To Developer:                 Downtown Doral Charter Elementary School, Inc.  
2020 Salzedo Street, 5<sup>th</sup> Floor  
Coral Gables, FL 33134  
Attn: Ana-Marie Codina Barlick, President  
E-Mail: [ACodinaBarlick@codina.com](mailto:ACodinaBarlick@codina.com)

Copy to:                         Stroock & Stroock & Lavan LLP  
200 South Biscayne Boulevard, Suite 3100  
Miami, Florida 33131  
Attn: Ira Teicher, Esq.  
E-Mail: [iteicher@stroock.com](mailto:iteicher@stroock.com)

To Q1:                           Doral Q1 Phase LLC  
c/o CM Doral Buildings, LLC  
2020 Salzedo Street, 5<sup>th</sup> Floor  
Coral Gables, FL 33134  
Attn: Ana-Marie Codina Barlick, President  
E-Mail: [ACodinaBarlick@codina.com](mailto:ACodinaBarlick@codina.com)

Copy to:

Codina Partners  
135 San Lorenzo Avenue, Suite 750  
Coral Gables, Florida 33146  
Attn: Larry Gragg, Esq.  
E-Mail: [lgragg@codina.com](mailto:lgragg@codina.com)

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 pm (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the respective Parties may deliver Notice on behalf of his/her client, respectively. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties.

10. Assignment. The respective obligations of the Parties shall not be assigned, in whole or in part, without the prior written consent of the other Party, which consent shall be granted in each such Parties sole and absolute discretion.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida.

12. Joint Preparation. This Agreement has been negotiated fully among the Parties as an arms-length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of independent counsel. In the event of dispute concerning the interpretation of any provision of this Agreement, including the Attachments hereto, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party solely by reason of one Party having prepared such language.

13. Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in the Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Parties hereto, any right, remedy or claims under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties, and their respective representatives, successors and assigns.

14. Authorization. The execution of this Agreement has been duly authorized by the respective Parties, and each Party has complied with all requirements of law in connection with the execution and delivery of this Agreement and the performance of their respective obligations hereunder. Each Party further represents that it has full power and authority to comply with the terms and provisions of this Agreement. For purposes of this Agreement, the Superintendent of Schools shall be the Party designated by the School Board to grant or deny any modifications and approvals required by this Agreement.

15. Binding Effect; Survival. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No amendment or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought. All of the terms and provisions of this Agreement shall survive execution and delivery of the Deed and the Lease Amendment.

16. Counterparts; PDFs. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. For purposes of this Agreement, any signature transmitted by e-mail (in .pdf format) shall be considered to have the same legal and binding effect as any original signature.

17. Attorneys' Fees. In the event of litigation or legal proceedings to enforce this Agreement, each Party shall be responsible for its own attorneys' fees and costs actually incurred, including at any appellate level. Notwithstanding the foregoing, Developer acknowledges and agrees that it shall pay (x) its own legal fees, and costs and (y) all reasonable legal fees and costs of School Board's outside counsel, in connection with the preparation and negotiation of this Agreement, the Lease Amendment and all exhibits hereto and thereto, the drafting, review and negotiation of all documents contemplated this Agreement and the Lease Amendment, and the actions and transactions contemplated hereby and thereby, irrespective of whether the Lease Amendment is executed by School Board. Such payment of School Board's outside counsel's legal fees and costs shall be made (i) on the date hereof with respect to such fees and costs incurred through the date hereof, and (ii) on the earlier to occur of (a) execution and delivery of the Lease Amendment (if applicable), or (b) thirty (30) days following invoice, with respect to such fees and costs incurred after the date hereof. Additionally, Developer shall pay School Board, on the date hereof, (x) a project management fee in an amount equal to \$35,000 and (y) \$21,817.50, which amount represents half of the total amount currently anticipated to be payable to Bermello in connection with the Additional Improvements.

18. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

19. Jurisdiction and Venue. The Parties hereby agree that the proper venue for any actions or proceedings pursuant to this Agreement, brought by or on the behalf of any of the Parties to this Agreement, shall be heard in the courts of Miami-Dade County, Florida. All parties waive any objections to the jurisdiction of said courts and hereby consent to its jurisdiction.

20. Jury Trial Waiver. The Parties waive trial by jury in any action, proceeding or counterclaim brought by any of the Parties hereto against another, for any matter whatsoever arising out of or in any way connected with this Agreement.

21. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.



22. Time of Essence. Time is of the essence of all provisions of this Agreement. If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00PM (Eastern Time) of the appropriate day.

23. Regulatory Authority. It is expressly understood by the Parties that notwithstanding any provisions of this Agreement to the contrary, School Board retains all of its regulatory authority as a School Board and School District under Florida law and shall, by virtue of this Agreement, in no way be estopped from withholding or refusing to issue any approvals of applications under present or future laws and regulations of whatever nature applicable to the Charter School or be liable for the same. Furthermore, the School Board shall not, by virtue of this Agreement, be obligated to grant any approvals of applications under present or future laws of whatever nature applicable to the foregoing.

24. Execution. If this Agreement is approved by School Board at its meeting on April 5, 2017, the Parties shall execute this Agreement within five (5) business days following the date of such meeting.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first written above.

Signed, sealed and delivered in the presence of the following witnesses:

**LESSOR:**

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Alberto M. Carvalho  
Superintendent of Schools

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**TO THE LESSOR: APPROVED AS TO RISK MANAGEMENT ISSUES:**

**RECOMMENDED:**

\_\_\_\_\_  
Office of Risk and Benefits Management  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jaime G. Torrens  
Chief Facilities Officer  
Date: \_\_\_\_\_

**TO THE LESSOR: APPROVED AS TO FINANCIAL SUFFICIENCY:**

**TO THE LESSOR: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Treasurer  
Date: \_\_\_\_\_

\_\_\_\_\_  
School Board Attorney  
Date: \_\_\_\_\_

Signed, sealed and delivered in the presence of the following witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**DEVELOPER:**

**DOWNTOWN DORAL CHARTER ELEMENTARY SCHOOL, INC.**, a Florida not-for-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Q1:**

**DORAL Q1 PHASE LLC**, a Delaware limited liability company

By: CM Doral Buildings, LLC, a Delaware limited liability company, its sole member

By: Codina Manager, LLC, a Florida limited liability company, its manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

FORM OF LEASE AMENDMENT

See Attachment "A" to the Board Item F-1

## EXHIBIT B

### DOCUMENTS TO BE RELEASED/TERMINATED

1. Mortgage and Security Agreement from Doral Q1 Phase LLC, a Delaware limited liability company to The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, recorded May 21, 2010 in Official Records Book 27293, Page 2081; as assigned to PNC Bank, National Association by Assignment of Note and Mortgage and Security Agreement recorded April 17, 2015 in Official Records Book 29582, Page 3426; as modified by Amended, Restated and Consolidated Mortgage, Assignment of Rents, Fixture Filing and Security Agreement recorded April 17, 2015 in Official Records Book 29582, Page 3429.
  
2. Absolute Assignment of Leases and Rents from Doral Q1 Phase LLC, a Delaware limited liability company to The Northwestern Mutual Life Insurance Company, a Wisconsin corporation recorded May 21, 2010 in Official Records Book 27293, Page 2150; as assigned to PNC Bank, National Association by Assignment of Note and Mortgage and Security Agreement recorded April 17, 2015 in Official Records Book 29582, Page 3426; as modified by Amended, Restated and Consolidated Assignment of Leases and Rents recorded April 17, 2015 in Official Records Book 29582, Page 3467, as to the property described in Schedule "A" hereof.
  
3. Financing Statement from Doral 8333 Office LLC; Doral N1 Phase LLC; Doral P1 Phase LLC; Doral Q1 Phase LLC; Doral R1 Phase LLC to PNC Bank, National Association recorded April 17, 2015 in Official Records Book 29582, Page 3491, as to the property described in Schedule "A" hereof.
  
4. Notice of Commencement, recorded on May 23, 2016, in Official Records Book 30085, Page 4862.
  
5. Notice of Commencement, recorded on January 30, 2017, in Official Records Book 30402, Page 902.
  
6. Unity of Title recorded December 1, 1986 in Official Records Book 13098, Page 1382, of the Public Records of Miami-Dade County, Florida.
  
7. Reciprocal Easement and Property Owners Agreement by and between Doral N1 Phase LLC, a Delaware limited liability company; Doral P1 Phase LLC, a Delaware limited liability company; and Doral Q1 Phase LLC, a Delaware limited liability company; recorded May 17, 2010 in Official Records Book 27287, Page 665, of the Public Records of Miami-Dade County, Florida.

**EXHIBIT C**

**PRO FORMA**

[To be agreed to and attached no later than April 6, 2017]