

June 5, 2017

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

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO:

- 1) EXECUTE A LEASE AGREEMENT BETWEEN THE SCHOOL BOARD AND SOUTH FLORIDA AUTISM CHARTER SCHOOLS, INC. ("SFACS"), FOR USE BY SFACS OF A PORTION OF THE COUNTRY CLUB MIDDLE SCHOOL CAMPUS, LOCATED AT 18305 N.W. 75 PLACE, UNINCORPORATED MIAMI-DADE COUNTY, FLORIDA 33015, FOR THE CONTINUED OPERATION OF A DISTRICT-MANAGED CHARTER SCHOOL; AND
- 2) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE LEASE AGREEMENT, INCLUDING INCREASING OR DECREASING THE AREA OCCUPIED BY SFACS, AND RENEWING, EXTENDING, CANCELING OR TERMINATING THE LEASE AGREEMENT, AND PLACING SFACS IN DEFAULT, AS APPLICABLE

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background

Beginning in June, 2012, South Florida Autism Charter Schools, Inc. ("SFACS") occupied a portion of the former Miami Douglas MacArthur North facility ("MacArthur North"), located at 13835 N.W. 97 Avenue, Hialeah, Florida 33018, to operate a District-managed charter school. Due to the then pending retrofit of the MacArthur North facility into West Lakes Preparatory Academy, and to allow SFACS uninterrupted operation with no disruption to its educational environment while continuing its search for acquisition of a permanent site, in 2015, SFACS relocated its operations to Country Club Middle School ("Country Club Middle"), located at 18305 N.W. 75 Place, Unincorporated Miami-Dade County, Florida 33015, under a new lease agreement with the Board ("Existing Agreement"). Under the terms of the Existing Agreement, SFACS uses approximately 24,800 square feet of space, as well as non-exclusive use of portions of the parking lots and playfield. The current term of the Existing Agreement expires on June 30, 2017, and there are no renewal provisions available under the Existing Agreement.

SFACS has advised that it has purchased a location to construct and operate a permanent facility, and that the commencement of construction is imminent. It is anticipated that a Certificate of Occupancy will be issued for the permanent facility in the Spring of 2018. In order to allow uninterrupted operations of its program until then, SFACS has requested to remain at Country Club Middle under a new lease agreement ("New Lease"). The New Lease will be for a one-year period (July 1, 2017-June 30, 2018), with an ability to extend the term for one additional one-year period, at the Board's sole option. In addition, SFACS has requested that the leased area be increased by an additional 2,999 square feet, for a total of 27,799 square feet. All other terms and conditions under the New Lease will remain unchanged.

Proposed Lease Agreement

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into the New Lease ("Lease") with SFACS at Country Club Middle School (the "School") for the period of July 1, 2017 – June 30, 2018, under, substantially, the following terms and conditions:

- SFACS shall have use of approximately 27,799 square feet of classroom and ancillary space within the School, as well as non-exclusive use of the north portion of the playfield area (collectively the "Demised Premises") (see Exhibit "A");
- SFACS shall have use of six (6) reserved parking spaces within the School parking lot, as assigned and designated by the School administrator or designee. All other employees of SFACS may park in the School parking lot on a first-come first-served basis, in the parking spaces not reserved for School or District staff;
- SFACS shall have non-exclusive use of the School's rear drop-off area on a daily basis from 7:00 a.m. to 7:45 a.m., and from 1:50 p.m. to 3:15 p.m., for parent and bus drop off and pick up;
- the term of the Lease may be extended for one (1) additional one-year period (July 1, 2018 – June 30, 2019), at the sole option of the Board. SFACS acknowledges and agrees that no further extensions will be available beyond June 30, 2019, without further Board action;
- rent at \$1 per year, with SFACS to reimburse the Board for its prorata share of the School's operating expenses borne by the District, including, but not limited to, routine building and grounds maintenance, custodial/janitorial services, trash pick-up, utilities and property insurance ("Operating Expenses"). This amount will be reconciled at the end of each year, and a new amount established for the following year and each year thereafter, if any, based on actual costs incurred by the Board. The difference, if any, between the amount collected and the actual incurred costs shall be reimbursed or credited to the applicable party;

- based on the actual fiscal year 2015-16 expenses at the School, the amount of Operating Expenses for the period of July 1, 2017 – June 30, 2018 is estimated at \$4.77 per square foot, for a total of \$114,470.46 annually. This amount covers SFACS' proportionate share of Operating Expenses based on SFACS' 100% use of classroom and office space and 50% use of the dining facility;
- either party shall have the right to cancel the Lease, without cause or penalty, by giving the other party at least ninety (90) days prior written notice, provided the effective date of such cancellation by the Board does not fall during the regular school year, as defined by the Board's Elementary and Secondary School Calendar;
- in the event SFACS seeks to expand or decrease the Demised Premises, SFACS shall make a written request, which approval may be granted by the Superintendent, at his sole discretion;
- if, while in its period of use under this Lease, there is a requirement for infrastructure improvements or other regulatory compliance due to the lease, use or occupancy of the Demised Premises by SFACS, SFACS shall be responsible for fulfilling the applicable requirements, at its sole cost and expense;
- in the event SFACS wishes to use the Demised Premises on days when the School would otherwise be closed (e.g. Saturdays, Holidays), SFACS shall provide the School administrator with a written request, listing the days SFACS would like use of the Demised Premises, for review and approval. SFACS shall reimburse the Board for operating costs borne by the District to keep the School open on such days, including utilities and custodial/janitorial staff and services;
- in the event of default by SFACS, which default is not cured within the prescribed timeframe, the Board shall have the right to immediately cancel the Lease and occupy the Demised Premises;
- in the event of default by the Board, which default is not cured within the prescribed timeframe, SFACS shall have the right to immediately cancel the Lease;
- SFACS shall provide proper supervision and security in its use of the Demised Premises. In that regard, a member of SFACS's staff shall be stationed outside SFACS' entranceway to Building 01, from 7:00 a.m. to 8:30 a.m. on a daily basis, and, in addition, SFACS shall, at its expense, install, maintain and operate an electronic notification system outside SFACS' entrance way to Building 01 to notify SFACS of parents and

visitors;

- SFACS may, if and as agreed to by the School administrator, use Board-owned furniture, fixtures and equipment ("FF&E") located within the Demised Premises as of the commencement date of the Lease, subject to an inventory to be conducted jointly by the School administrator and SFACS; which inventory shall become an exhibit to the Lease. Prior to the commencement of any option period, the inventory must be updated based on a joint assessment by the School administrator and SFACS. SFACS shall replace or provide compensation to the Board for any damaged or missing items at the then current cost;
- the Board shall retain the right to provide before and after school care services within the School, in space not used by SFACS, at the Board's sole option;
- SFACS shall be allowed to erect identification signage, subject to Board approval and in conformance with laws and regulations governing public schools, with said signage to include "a Miami-Dade County Public Schools Managed Charter";
- in the event of damage or destruction of all or portions of the Demised Premises, other than damage or destruction caused by SFACS, the Board may, at its sole option, either cancel the Lease, or repair or replace the damaged facilities, at the Board's expense;
- damage or destruction of all or portions of the Demised Premises caused by SFACS, shall be repaired by SFACS at its sole cost and expense. In the alternative, and if agreed to by the parties, the Board shall repair the damaged or destroyed facilities or items, and SFACS shall reimburse the Board for the cost of same;
- SFACS shall acknowledge and accept the authority of the Board to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access SFACS' records, its legal representatives' and contractors' records and the obligation of SFACS to retain and make those records available upon request;
- SFACS shall provide the Board with evidence of insurance in the types and amounts of coverage as required by the Board, including but not limited to Commercial General Liability Insurance, Automobile Liability Insurance, Workers' Compensation Insurance and Property Coverage (covering its contents), or as may be amended from time to time, and naming the Board as an additional insured on the Commercial General Liability Insurance;

- SFACS shall indemnify and hold the Board harmless from all liability which may arise as a result of SFACS' negligence, actions or failure to act under the terms of the Lease;
- the Board shall indemnify and hold SFACS harmless, subject to the monetary limitations contained in Florida Statute, Section 768.28, from all liability which may arise as a result of the Board's negligence, actions or failure to act under the terms of the Lease;
- in the event of any litigation between the parties under the Lease, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels;
- SFACS shall be responsible for the payment of any taxes, fees or other assessments, including but not limited to sales tax and ad valorem tax, imposed on the School site due as a result of the occupancy and use of the Demised Premises by SFACS;
- for purposes of the Lease, the Superintendent of Schools or his/her designee shall be the party designated by the Board to review and approve matters related to any construction by SFACS at the School, reviewing and approving SFACS' request to use the Demised Premises on days when the School would otherwise be closed, and other routine operational issues; and
- in addition to the above, for purposes of the Lease, the Superintendent of Schools shall be the party designated by the Board to grant or deny any approvals required by the Lease, including without limitation, increasing or decreasing the area of the Demised Premises, amending any of its exhibits, renewing, extending, canceling or terminating the Lease, and placing SFACS in default.

The proposed Lease has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance. A copy of the Lease is attached hereto as Exhibit "B".

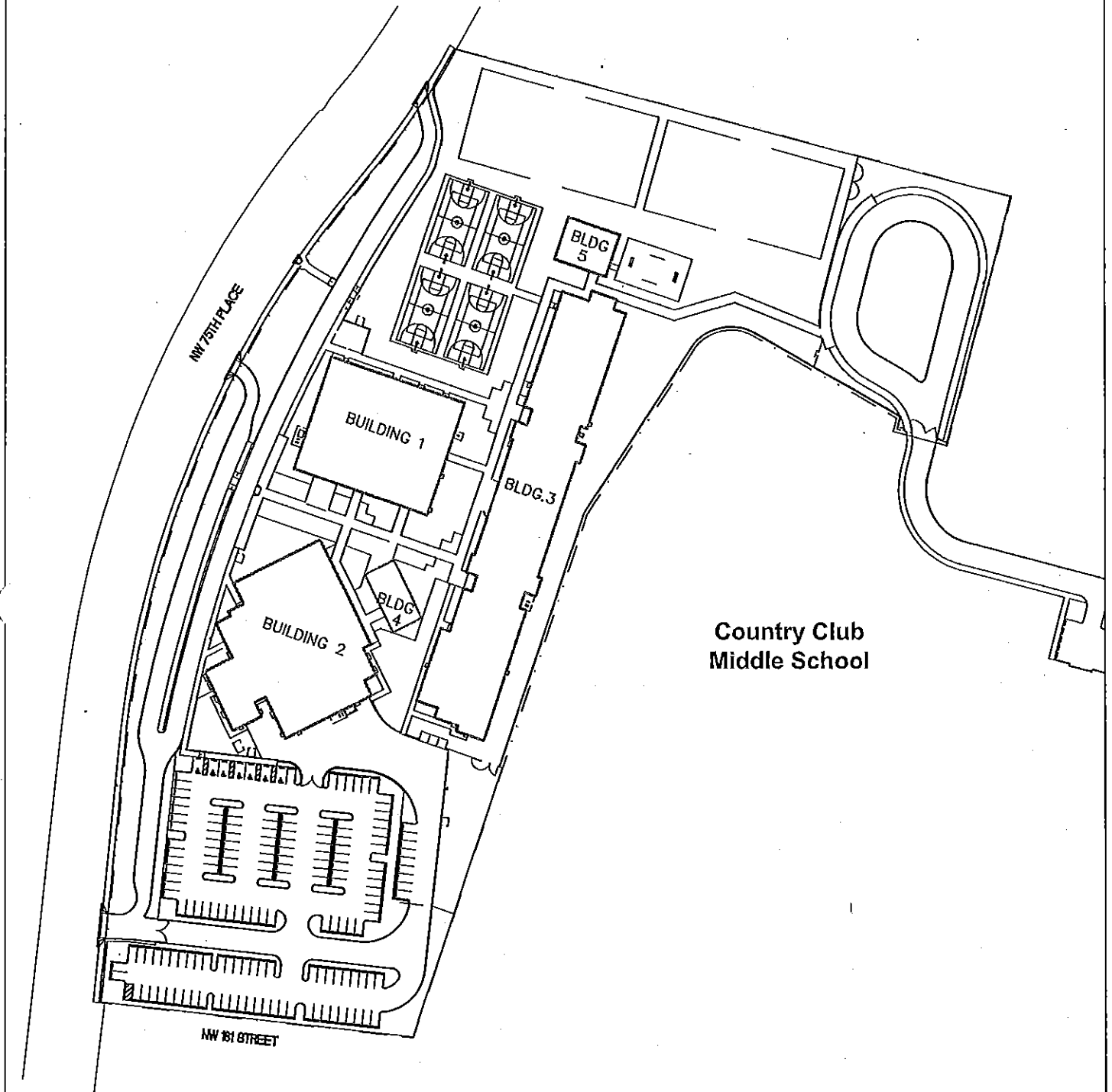
RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

- 1) execute a Lease Agreement between the School Board and South Florida Autism Charter Schools, Inc. ("SFACS"), for use by SFACS of a portion of the Country Club Middle School campus, located at 18305 N.W. 75 Place, Unincorporated Miami-Dade County, Florida 33015, for the continued operation of a District-managed charter school under, substantially, the terms and conditions noted above; and
- 2) grant or deny all approvals required under the Lease Agreement, including increasing or decreasing the area occupied by SFACS, and renewing, extending, canceling or terminating the Lease Agreement, and placing SFACS in default, as applicable.

IB:ib

Exhibit "A" LOCATION MAP



Not to scale

EXHIBIT "A" CONTINUED

**COUNTRY CLUB MIDDLE SCHOOL
18305 N.W. 75 PLACE
MIAMI, FLORIDA**

Building 01 (1st Floor): Rooms 006, 008, 014, 015, 016 and 017

Building 02 (1st Floor): Rooms 053 (50% shared use)

Building 03 (3rd Floor): Rooms 301, 302, 303, 304, 305, 306, 307, 308, 309, 312, 312A, 313, 314, 317B, 317D, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 328A, 329B, 329D, 332, 333, 334, 334A, 335, 337, 338, 338A, 339, 340, 341, 342, 343, 344 and 345

LESSEE shall have Non-exclusive use of the north side of the playfield area.

LESSEE shall have use of six (6) reserved parking spaces within the School parking lot, as assigned and designated by the School administrator or designee. All other employees of LESSEE may park in the School parking lot on a first-come first-served basis, in the parking spaces not reserved for School or District staff.

LESSEE shall also have non-exclusive use of the School's rear drop-off area on a daily basis from 7:00 a.m. to 7:45 a.m., and from 1:50 p.m. to 3:15 p.m., for parent and bus drop off and pick up.

Total square footage: 27,799

Exhibit "B"

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2017, between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (the "LESSOR"), and SOUTH FLORIDA AUTISM CHARTER SCHOOLS, INC., a Florida not-for-profit corporation (the "LESSEE"). The LESSOR and LESSEE are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, the LESSOR owns and has under its jurisdiction certain real property known as Country Club Middle School, located at 18305 N.W. 75 Place, Miami-Dade County, Florida, inclusive of all classrooms, parking and ancillary spaces ("School"); and

WHEREAS, LESSEE currently occupies a portion of the School, for the operation of a District-managed Charter School ("Charter School"), pursuant to a lease agreement between the Parties ("Existing Agreement"); and

WHEREAS, the current term of the Existing Agreement will expire on June 30, 2017; and

WHEREAS, LESSEE has purchased land elsewhere in Miami-Dade County, and will be constructing a permanent facility and relocating its operations to this site, with anticipated occupancy of the new facility by LESSEE in mid-2018; and

WHEREAS, in order to allow uninterrupted operation of the Charter School at the current location prior to occupancy of its new facility, LESSEE has requested that the Parties enter into a new lease agreement to commence concurrent with the expiration of the Existing Agreement, under the terms and conditions as set forth below; and

WHEREAS, The School Board of Miami-Dade County, Florida has authorized this Agreement in accordance with Board Action No. _____, at its meeting of _____, 2017; and

WHEREAS, LESSEE has authorized all signatories to this Agreement, at a meeting duly noticed, held on _____ in accordance with its By-Laws and regulations and at which meeting a quorum was present, to execute this Agreement on its

behalf.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the LESSOR and LESSEE agree as follows:

I.

RECITALS

The Parties agree that the above recitals are true and correct and are incorporated herein by reference.

II.

DEMISED PREMISES AND EXPANSION OR REDUCTION OF USE

Effective with the Commencement Date (as defined below) of this Agreement, LESSEE shall lease from LESSOR a portion of the School consisting of approximately 27,799 square feet of space, and may have non-exclusive use of the north side of the playfield area, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "DEMISED PREMISES"), and shall have the right to access other portions of the School for the specific and limited purpose of gaining ingress to and egress from the DEMISED PREMISES. In addition, LESSEE shall have use of six (6) reserved parking spaces within the School parking lot, as assigned and designated by the School administrator or designee. All other employees of LESSEE may park in the School parking lot on a first-come first-served basis, in the parking spaces not reserved for School or Miami-Dade County Public Schools ("District") staff. In addition, LESSEE shall also have non-exclusive use of the School's rear drop-off area on a daily basis from 7:00 a.m. to 7:45 a.m., and from 1:50 p.m. to 3:15 p.m., for parent and bus drop off and pick up.

Notwithstanding the above, LESSEE shall notify LESSOR in writing by 4:00 p.m. on August 14, 2017 of any requested adjustments to the DEMISED PREMISES to be leased, for review and consideration by the Superintendent of Schools (the "Superintendent"), or designee. If such request is approved by the Superintendent, or designee, Exhibit "A" to this Agreement and the amount of Operating Expenses (as defined in Article IV below) will be modified accordingly.

Thereafter, LESSEE shall have the right, from time to time, to request an expansion of or decrease to its area of occupancy within the School as required for LESSEE'S operations. In

such event, LESSEE shall notify LESSOR in writing of the requested additional or reduced area LESSEE proposes to use and occupy, at least ninety (90) days prior to the effective date of such proposed modification, for review and consideration by the Superintendent, or designee, at their sole discretion. In the event the request for modification of the DEMISED PREMISES is approved by the Superintendent, or designee, the Parties agree that changes to the DEMISED PREMISES may only be accomplished through an amendment to this Agreement, in conformance with the provisions of Article XXIII. Subsequent to such an amendment, Exhibit "A" shall be amended, and such amended Exhibit "A" shall thenceforth remain in effect until such time as it may be further amended. LESSEE agrees and acknowledges that its use of additional or reduced space in the School shall be under the same terms and conditions of this Agreement, and the amount of Operating Expenses (as defined in Article IV below) by LESSEE shall be adjusted to reflect the amount of square footage being occupied, effective the date of said occupancy.

The Parties agree and acknowledge that each time the area occupied by LESSEE is adjusted, as provided for in this Article, the definition of DEMISED PREMISES shall automatically include the expanded or reduced premises.

III.

TERM

This Agreement shall be effective upon the latter date of execution of this Agreement by both Parties (the "Effective Date"). The term of this Agreement shall commence on the latter date of: (1) July 1, 2017, or (2) the Effective Date (hereinafter referred to as the "Commencement Date"), and shall end on June 30, 2018 at midnight, unless terminated sooner as provided for in this Agreement.

IV.

RENT AND OPERATING EXPENSES

The annual rental rate shall be One Dollar (\$1.00) payable to LESSOR on the Commencement Date, and on July 1st of each year thereafter.

As further defined in Articles VIII, IX and XI, LESSEE agrees to pay to LESSOR, LESSEE'S proportionate share of operating expenses for the School, which includes, but is not limited to, routine building and grounds maintenance, custodial and janitorial services, trash pick-up, utilities and LESSOR'S property insurance ("Operating Expenses"). LESSEE'S proportionate share of Operating Expenses shall be based on LESSEE'S usage of classroom

and office space at the School 100% of the time (20,197 sq. ft.), and LESSEE'S usage of the School dining facility 50% of the time (7,602 sq. ft.).

The amount of Operating Expenses for the period beginning on the Commencement Date and ending June 30, 2018 ("Initial Lease Term") is based on actual fiscal year 2015-2016 expenses, and has been established at \$4.77 per square foot, for a total of \$114,470.46 annually. Accordingly, starting on the Commencement Date, LESSEE shall pay LESSOR the amount of \$9,539.21 a monthly basis, as LESSEE'S Operating Expenses, and on the first day of each month for the Initial Lease Term. In the event the term of this Agreement is extended, as provided in Article XVI, effective July 1, 2018, the amount of Operating Expenses shall be based upon the preceding year's reported actual cost per square foot for these services at the School. At such time as LESSOR establishes LESSEE'S actual proportionate share of Operating Expenses, an adjustment will be made to LESSEE'S next monthly installment of Operating Expenses to LESSOR to rectify any over or under payment of same, as described hereinbelow.

On an annual basis, LESSOR shall determine the difference, if any, between the amount of Operating Expenses collected from LESSEE and the actual amount incurred by LESSOR for such expenses during the preceding year, and LESSOR shall use this data to establish LESSEE'S Operating Expenses for the next subsequent year's term. In the event of an underpayment by LESSEE for the preceding year, LESSOR shall forward an invoice for the amount of underpayment to LESSEE ("**Underpayment Amount**"), along with a report reflecting the actual amounts paid by LESSOR. LESSEE shall make payment of same to LESSOR within sixty (60) days of receipt of the invoice from LESSOR. In the event of an overpayment by LESSEE ("**Overpayment**"), LESSOR shall forward a credit statement for the amount of Overpayment to LESSEE, and the amount of LESSEE'S next monthly payment(s) of Operating Expenses shall be reduced by the amount of the credit statement.

Notwithstanding any other provision of the Agreement, the Parties agree that the services provided by the LESSOR as part of the Operating Expenses may be deleted, increased or otherwise modified, by mutual agreement of the Parties, in which event, the amount of Operating Expenses shall be modified to reflect the change in services provided.

As a condition to entering into this Agreement, LESSEE acknowledges and agrees that, in conformance with the provisions of Article IV of the Existing Agreement, on or about September 15, 2017, LESSOR shall determine the difference, if any, between the amount of Operating Expenses (as such term is defined in Article IV of the Existing Agreement) collected

from LESSEE and the actual amount incurred by LESSOR for such expenses during the preceding year. In the event of an underpayment by LESSEE for the preceding year, LESSOR shall forward an invoice for the amount of underpayment to LESSEE, along with a report reflecting the actual amounts paid by LESSOR. LESSEE shall make payment of same to LESSOR within sixty (60) days of receipt of the invoice from LESSOR. In the event of an overpayment by LESSEE, LESSOR shall apply the amount of overpayment as a credit towards LESSEE'S obligation to pay Operating Expenses under this Agreement. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

All payments shall be made payable to **The School Board of Miami-Dade County, Florida**, and shall be remitted, without demand, to the following location:

**Miami-Dade County Public Schools
Planning, Design and Sustainability
Attention: Executive Director
1450 N.E. 2nd Avenue, Room 525
Miami, Florida 33132**

If LESSEE fails to pay Operating Expenses or the Underpayment Amount on or before the due date, LESSEE shall be required to pay a late fee to LESSOR, calculated as the Prime Rate, as published in the Wall Street Journal in the week where the default takes place, plus two (2) percent, for each and every month that the past due amount remains unpaid. Failure of LESSEE to make timely payments and/or pay the past due amount shall constitute a default whereby the LESSOR, irrespective of Article XVIII of this Agreement, may immediately terminate this Agreement.

V:

USE OF DEMISED PREMISES

The DEMISED PREMISES shall be used solely by LESSEE, its students, faculty and staff for educational and recreational purposes, and for no other purpose. Use of the DEMISED PREMISES for any other purpose shall constitute a default under this Agreement. LESSEE covenants and agrees to accept the DEMISED PREMISES in its "as-is", "where-is" condition and basis with all faults as of the Commencement Date of this Agreement, subject to all easements, covenants and other encumbrances of record. LESSOR makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the DEMISED PREMISES for LESSEE'S

operations or any specific use. LESSEE, by executing this Agreement, acknowledges and agrees that the LESSOR has made no representations whatsoever regarding the DEMISED PREMISES, including with respect to its environmental condition. LESSEE represents that it is relying and will continue to rely solely on its own investigations of the DEMISED PREMISES in its decision to lease it, and LESSEE further acknowledges and agrees that the LESSOR shall not indemnify the LESSEE in any way with respect to the DEMISED PREMISES. In the same fashion, LESSEE shall accept any additional permanent or ancillary space and/or parking spaces it may occupy within the School throughout the term of this Agreement in the condition it is in at the time of such occupancy. The provisions of this Paragraph shall survive the expiration or the earlier termination or cancellation of this Agreement.

Other than the parking lot, cafeteria and any other common areas within the School, the LESSEE shall have full control, custody, right and use of the DEMISED PREMISES throughout the term of this Agreement. Further, LESSEE may access common areas within the School, strictly as a means of ingress/egress to the DEMISED PREMISES. Notwithstanding the foregoing, LESSOR shall have the exclusive right to use and occupy all portions of the School not part of the DEMISED PREMISES at all times throughout the term of this Agreement. LESSEE'S hours of operation shall not exceed those of the School, and the LESSEE shall not have access to the DEMISED PREMISES during such periods that the School is closed, as established on an annual basis in the LESSOR'S official Elementary and Secondary School calendar ("**School Calendar**").

LESSEE may, with the approval of the School Administrator and at LESSEE'S sole cost and expense, re-key the locks within the DEMISED PREMISES, with the exception of the parking lot, in which event LESSEE shall immediately provide LESSOR with a set of keys to same. At the expiration, termination or cancelation of this Agreement, LESSEE shall be required, at LESSOR'S sole option, to re-key locks changed by LESSEE, if any, back to the School's key system, at LESSEE'S expense.

The sale or consumption of alcoholic beverages on the DEMISED PREMISES is expressly prohibited. In addition, use of the DEMISED PREMISES for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited. Neither party shall commit nor permit any violations of applicable laws, rules and regulations of the LESSOR, CITY, COUNTY, STATE, or FEDERAL GOVERNMENT upon the DEMISED PREMISES.

In the event LESSEE wishes to use the DEMISED PREMISES on days when the School would otherwise be closed (e.g. Saturdays, Holidays, etc.), the LESSEE shall provide the School administrator with a written request, listing the days the LESSEE would like use of the DEMISED PREMISES, for review and approval. In such event, the LESSEE shall reimburse the LESSOR for operating costs borne by the LESSOR to keep the School open on such days, including, but not necessarily limited to, utilities and custodial/janitorial staff and services. In addition, in the event the LESSEE seeks to use any other portion of the School not a part of the DEMISED PREMISES, on a one-time or short-term basis, the LESSEE shall request such use through the School Administrator, subject to compliance with LESSOR'S Policies and District procedures.

VI.

IMPROVEMENTS

The LESSEE may, with the prior written approval of the LESSOR, or its designee, such approval to be issued at the sole discretion of the LESSOR, construct interior improvements within the DEMISED PREMISES, at LESSEE'S sole cost and expense (all such improvements are collectively referred to herein as the "Work"). The Parties agree that the Work shall be performed in accordance with plans approved by LESSOR or its designee, which LESSOR may approve or disapprove at its sole authority and discretion. Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. Any and all warranties between LESSEE and its architect/engineer of record shall flow to the LESSOR in the event of errors and omissions. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the District design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the LESSOR. All work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the LESSEE shall provide evidence of same to the LESSOR prior to commencement of the Work. LESSEE'S contractors must be pre-qualified by the LESSOR, in accordance with District and LESSOR Policies before commencing the Work or any construction activities on the DEMISED PREMISES or any other portion of the School.

The LESSEE'S Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in

conformance with the requirements of the LESSOR'S Building Department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the District criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by LESSEE upon completion of the Work, and evidence of same, satisfactory to LESSOR, shall be provided without demand. All Work shall be limited to those areas designated in the plans, and LESSEE shall have no authority to access any other portions of the School not then a part of the DEMISED PREMISES, except as otherwise provided for in this Agreement or as authorized by the LESSOR, or its designee, on an as-needed basis.

The Work shall conform at all times to the safety criteria established with and approved by the LESSOR, or its designee, and shall neither unreasonably disrupt or interfere with the LESSOR'S operations at the School. LESSEE and its contractors shall take all necessary safety precautions during the Work, secure all construction areas by appropriate construction fencing or barricades, and coordinate on an ongoing basis with the School Administrator and assigned District Project Manager to assure the safety of the LESSOR'S students, staff, visitors, invitees and the public at all times. In addition, LESSEE and its contractors shall work closely with the School Administrator and assigned District Project Manager to assure the Work does not interfere with or disrupt School or District operations. LESSEE shall make every reasonable effort to assure that construction related activities to be performed within the DEMISED PREMISES are conducted during other than School hours, and LESSEE'S activities shall neither unreasonably disrupt nor interfere with the School's daily operations. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted during School hours, or in the event LESSEE requires access to the DEMISED PREMISES for any other reason, LESSEE shall first secure the approval of the School Administrator. Prior to the commencement of the Work, LESSEE shall provide the LESSOR, or its designee, with a schedule for the commencement and completion of the Work. If the LESSOR, or its designee, requests that LESSEE cease any work within the DEMISED PREMISES due to unreasonable interference or violation of any applicable rules and regulations or the LESSOR'S criteria, then LESSEE shall immediately discontinue its activities at the DEMISED PREMISES, and shall proceed only after the LESSOR, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized LESSEE to continue.

LESSEE shall cause any contractor doing work within the DEMISED PREMISES to indemnify, defend and hold harmless the LESSOR, its employees and representatives from any and all liability, damages and claims. In addition, as a pre-condition to commencing the Work, LESSEE shall require LESSEE'S contractor(s) to provide the following minimum levels of insurance coverage: (1) Commercial General Liability Insurance in an amount not less than \$1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of LESSEE'S contractor(s), in an amount not less than \$1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of LESSEE'S contractor(s) as required by Florida Statutes, and (4) Property Insurance. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. LESSEE'S contractor(s) shall maintain such insurance at all times while conducting construction related activities throughout the term of this Agreement.

The LESSEE covenants and agrees that it shall indemnify, hold harmless and defend LESSOR from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by LESSEE within the School. In addition, LESSEE shall cause each and every of its contractors and subcontractors performing work at the DEMISED PREMISES ("**Lessee's Contractors**") to further covenant and agree, at Lessee's Contractors own expense, and upon written request by the LESSOR, to defend any suit, action or demand brought against the LESSOR on any claim or demand arising out of, resulting from, or incidental to the Lessee's Contractors performance under any contract by and between LESSEE and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration, cancellation or early termination of this Agreement. Furthermore, LESSEE and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with Lessee's Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between LESSEE and/or its assigns and any Lessee's Contractors.

If, as a result of LESSEE'S actions in the performance of the work, or failure to act, portions of the School are damaged, in the sole opinion of the LESSOR, then the LESSEE shall repair and/or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to such action. LESSEE shall complete the necessary repairs within

thirty (30) days of receipt of written notice from the LESSOR. In the event that LESSEE is unable to complete the repair work within said thirty (30) day period, LESSEE shall provide the LESSOR with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If LESSEE fails to complete the repair work within the prescribed time frame, then the LESSOR, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at LESSEE'S sole cost and expense. LESSEE covenants and agrees that it shall reimburse the LESSOR for this work within thirty (30) days of receipt from the LESSOR of an invoice for same, accompanied by such documentation as may be reasonably required by LESSEE to substantiate the nature and completeness of the work. In the alternative, the LESSOR may instead place LESSEE in default under this Agreement.

Notwithstanding the foregoing, in the event of damage to the School site caused by LESSEE or its agents, contractors or invitees, resulting in a significant impact to operations or the safety and well-being of the LESSOR'S students, staff and visitors, and requiring immediate repair, as determined by the LESSOR at the LESSOR'S sole discretion, the LESSOR may, at the LESSOR'S sole discretion, complete the necessary repairs, at LESSEE'S sole cost and expense.

Prior to the start of any construction activities at the School, and irrespective of LESSEE'S estimate of the cost of construction of the Work, LESSEE shall provide to the LESSOR a payment and performance bond ("Bond") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the Work as determined solely by the LESSOR. The Bond may be in the form described in Florida Statutes §255.05 or otherwise, so long as all protections and relevant provisions set forth in §255.05 are provided to all persons defined in Florida Statutes §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the Agreement.

LESSEE shall not permit any liens to be filed or attached to the School for any reason whatsoever, including, but not limited to, as a result of the Work performed by LESSEE pursuant to this Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, LESSEE shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of LESSEE, and LESSEE shall cure said violation(s) within thirty (30) days of receipt thereof, at LESSEE'S sole cost and

expense. Should LESSEE fail to comply with this requirement, then LESSOR may, by its own effort, cause such lien or other violations to be removed of record and cured. LESSEE shall be liable to the LESSOR for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by the LESSOR.

It is expressly understood by the Parties that LESSEE shall not commence any of the Work or construction activities within the DEMISED PREMISES or at or about the School site until LESSOR, or its designee, has received all items stipulated in this Agreement and has notified LESSEE, in writing, as to the approved date for the start of the Work.

At the completion of the Work, the LESSEE shall secure an inspection of the Work from LESSOR'S designee, verifying that the Work on the DEMISED PREMISES has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until the LESSOR'S designee attests to the satisfactory completion of the Work.

Notwithstanding the above, LESSEE may request that LESSOR make certain improvements, alterations or repairs within the DEMISED PREMISES, with LESSEE to reimburse the LESSOR for any and all cost of same, in accordance with a mutually agreed to schedule, not to exceed the period remaining in LESSEE'S Charter School Contract. In such event, LESSEE shall submit a written request to LESSOR setting forth the requested improvements, which LESSOR, in its sole authority, may or may not choose to pursue. LESSOR shall, prior to the initiation of any improvements, provide the LESSEE with a cost estimate for the requested improvements, and a proposed schedule for reimbursement by LESSEE. The Parties agree that LESSOR shall not commence any work until LESSOR has received written approval from LESSEE as to the cost of improvements and reimbursement schedule.

VII.

SUPERVISION

The LESSEE shall comply with all School safety and security criteria, and provide proper supervision and security in its use of the DEMISED PREMISES and maintain the DEMISED PREMISES safe and secure at all times. In that regard, a member of LESSEE'S staff shall be stationed outside LESSEE'S entrance way to Building 01, from 7:00 a.m. to 8:30 a.m. on a daily basis, and, in addition, LESSEE shall, at LESSEE'S sole cost and expense, install, maintain and

operate an electronic notification system outside LESSEE'S entrance way to Building 01, which will serve to notify LESSEE'S staff when LESSEE'S students, parents or visitors need to enter the School. LESSEE acknowledges and agrees that the gate outside of Building 01 shall remain locked at all times, except when attended by a member of LESSEE'S staff. The LESSEE shall secure and lock all doors and gates within the DEMISED PREMISES at the completion of LESSEE's daily use of the DEMISED PREMISES. LESSEE acknowledges and agrees that the School Administrator shall have overall responsibility for any School site operational issues, including without limitation, building security, safety, etc., and LESSEE shall comply with all such requirements established by the School Administrator with respect thereto.

VIII.

MAINTENANCE AND CUSTODIAL SERVICES

LESSOR shall provide all routine maintenance and repairs of the DEMISED PREMISES, including, but not limited to, interior light bulb and ballast replacement, air conditioning filter cleaning and/or replacement, routine electrical and plumbing repairs, and shall also provide routine care of landscaped areas, parking lots and walking surfaces. In addition, LESSOR shall provide all routine custodial or janitorial services to the DEMISED PREMISES, unless LESSOR'S responsibilities are otherwise modified, as provided for in Article IV of this Agreement. All such maintenance and custodial/janitorial services will be provided in compliance with the LESSOR'S standards, operating procedures and frequency of service. LESSEE shall reimburse LESSOR for LESSEE'S proportionate share of the cost of these services, as a portion of the Operating Expenses, as outlined in Article IV of this Agreement.

IX.

INSURANCE

LESSEE shall provide the LESSOR with proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than \$1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of LESSEE, in an amount not less than \$1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of LESSEE as required by Florida Statutes, and (4) Property insurance, covering LESSEE'S contents. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be named as an

additional insured on all liability coverages except Workers' Compensation Insurance. Proof of coverage shall be provided to the LESSOR on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the LESSOR on or before the Effective Date of this Agreement, and shall remain in full force and effect during the term of this Agreement, and the LESSEE shall furnish the LESSOR evidence of renewals of such insurance policies no less than thirty (30) days prior to the expiration of the then current policies.

LESSOR shall provide property insurance covering the DEMISED PREMISES and LESSOR'S contents thereon, and LESSEE shall reimburse LESSOR for LESSEE'S proportionate share of the cost of same, as a portion of the Operating Expenses, as outlined in Article IV of the Agreement.

X.

FURNITURE, FIXTURES AND EQUIPMENT

LESSEE may, if agreed to by the School Administrator, use any furniture, fixtures and equipment ("FF&E") owned by the LESSOR located within the DEMISED PREMISES as of the Commencement Date of this Agreement, subject to an inventory to be conducted jointly by LESSEE and the School Administrator, prior to the Commencement Date, which inventory shall become **Exhibit "B"** of the Agreement. All FF&E is made available in its "as-is", "where-is" condition and basis with all faults, and LESSOR makes no representations or warranties whatsoever, and LESSEE assumes all risks related thereto. Prior to July 1, 2018, or more often at the request of either Party, the inventory must be updated based on a joint assessment by the LESSEE and the School Administrator, and if there are any changes to the inventory, Exhibit "B" will be modified accordingly and made a part of this Agreement, and shall remain in effect until such time as it may be further amended. Should any FF&E be damaged or missing, LESSEE shall be responsible for replacing or repairing same, or reimbursing LESSOR for the cost to repair or replace such damaged or missing item, at the sole option of LESSOR, and at the then current cost.

Upon the termination, expiration or cancellation of the Agreement, all FF&E listed on Exhibit "B" shall be surrendered by LESSEE to LESSOR in accordance with Article XXII of this Agreement, and any damaged or missing items shall be replaced, repaired or paid for as stipulated above.

XI.

UTILITIES AND OTHER SERVICES

The LESSOR shall establish and pay all utility accounts serving the DEMISED PREMISES including electricity, water, sewer, solid waste disposal, storm water and trash collection. LESSEE shall reimburse LESSOR for LESSEE'S proportionate share of the cost of these services, as a portion of the Operating Expenses, as outlined in Article IV of the Agreement.

XII.

INDEMNIFICATION AND HOLD HARMLESS

LESSEE does hereby agree to indemnify and hold harmless the LESSOR, its members, officers and employees, from and against any and all liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of the Agreement by or on behalf of LESSEE, whether or not due to or caused in part by the negligence or other culpability of the LESSOR, excluding only the sole negligence or culpability of the LESSOR.

In addition, LESSEE agrees, at its own expense, and upon written request by the LESSOR, to defend any suit, action or demand brought against the LESSOR on any claim or demand arising out of, resulting from or incidental to performance under this Agreement.

The LESSOR does hereby agree to indemnify and hold harmless the LESSEE, to the extent of the monetary limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the LESSOR shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LESSOR arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the LESSOR. However, nothing herein shall be deemed to indemnify the LESSEE from any liability or claim arising out of the negligent performance or failure of performance of the LESSEE or as a result of the negligence of any unrelated third party.

The provisions of this Article shall survive the expiration, or early termination or cancellation of this Agreement.

Nothing in this Agreement is intended to operate as a waiver of LESSOR'S sovereign immunity.

XIII.

NO LIABILITY FOR PERSONAL PROPERTY

LESSEE agrees to insure or self-insure its interests in personal property to the extent it deems necessary or appropriate and hereby waives all rights to recovery for loss or damage of such property by any cause whatsoever. LESSEE hereby waives all rights of subrogation under any policy or policies it may carry on property placed or moved on the DEMISED PREMISES.

XIV.

LIABILITY FOR DAMAGE OR INJURY

The LESSOR shall not be liable for any damage or injury which may be sustained by the LESSEE or its invitees on or about the School, other than damage or injury resulting from the negligent performance or failure of performance on the part of the LESSOR, its agents, representatives or employees, subject to the monetary limitation contained in Section 768.28, Florida Statutes. LESSOR shall not be responsible or liable for any damages arising from acts of God, or for any loss of business or consequential damages.

XV.

ASSIGNMENT AND SUBLETTING

LESSEE shall not, at any time during the term of this Agreement, sublet in part or whole the DEMISED PREMISES, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, or allow any other individual or entity to operate or manage the DEMISED PREMISES. Any assignment, sublet or otherwise, shall constitute a material breach under this Agreement, and may result, at LESSOR'S sole option, in the automatic termination of this Agreement for cause, irrespective of Article XVIII of this Agreement.

XVI.

EXTENSION OF AGREEMENT

The term of this Agreement may be extended at the sole option of LESSOR for one (1) additional term of one (1) year from the expiration of the original term, under the same terms and conditions contained in this Agreement, provided LESSEE gives written notice to the LESSOR at least sixty (60) days prior to the expiration of the then current term, and LESSEE is not in default of this Agreement. LESSOR'S approval shall not be unreasonably withheld. LESSEE shall have

no options to renew the Agreement beyond June 30, 2019.

XVII.

CANCELLATION

In addition to the provisions of Articles XVIII, XXX and XXXIX(J), LESSEE and LESSOR shall have the right to cancel this Agreement at will, without cause or penalty, by giving the other Party written notice at least ninety (90) days prior to the effective date of said cancellation, provided that the effective date of such cancellation by LESSOR does not fall during the regular school year, as defined in LESSOR'S School Calendar.

XVIII.

DEFAULT

LESSOR shall notify LESSEE in writing regarding LESSEE'S failure to perform or to comply with the terms and condition of this Agreement. If LESSEE fails to cure the default within thirty (30) days after receiving written notice or does not provide LESSOR with a written response indicating the status of LESSEE'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, LESSOR shall have the right to immediately terminate this Agreement, without penalty, and occupy the DEMISED PREMISES.

Notwithstanding the above, in the event of a material breach on the part of LESSEE (as enumerated below), LESSEE shall have ten (10) days from receipt of notice from LESSOR to cure such material breach. In the event the LESSEE fails to cure the material breach within ten (10) days after receiving written notice, the LESSOR shall have the right to cancel this Agreement, without penalty, upon ten (10) days additional written notice to LESSEE. The following shall constitute a material breach on the part of LESSEE: (1) failure to comply with the Jessica Lunsford Act, (2) failure to pay taxes or special assessments, or comply with regulatory issues as outlined in Article XXI of this Agreement, (3) in the event the tax-exempt status of the DEMISED PREMISES or School is rescinded or is at risk of being rescinded, as outlined in Article XXXIX(J) of this Agreement, (4) assignment or sublet of the DEMISED PREMISES, and (5) use of the DEMISED PREMISES for any purpose not permitted under Article V of this Agreement.

LESSEE shall notify LESSOR in writing regarding LESSOR'S failure to perform or to comply with the terms and conditions of this Agreement. If LESSOR fails to cure the default within thirty (30) days after receiving written notice or does not provide LESSEE with a written

response indicating the status of LESSOR'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, LESSEE shall have the right to immediately terminate this Agreement.

XIX.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, LESSEE shall and may peaceably have, hold and enjoy the above described DEMISED PREMISES, without hindrance or interference by the LESSOR.

XX.

LESSOR'S RIGHT OF ENTRY

Other than in event of an emergency, after first providing reasonable notice to LESSEE, the LESSOR, or any of its agents, representatives or employees, shall have the right to enter said DEMISED PREMISES at all reasonable times to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the DEMISED PREMISES, provided such activities do not unreasonably interfere with the LESSEE'S use of the DEMISED PREMISES.

XXI.

TAXES AND REGULATORY COMPLIANCE

LESSEE shall be responsible for collection and payment of any taxes, fees or other assessments, including but not limited to sales tax, ad valorem tax, all licenses, permits or other taxes which may be imposed on the School, which may be due as a result of the leasing, use and occupancy of the DEMISED PREMISES by LESSEE. Non-compliance shall be deemed a material breach of this Agreement.

If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to LESSEE'S lease, use or occupancy of the DEMISED PREMISES, LESSEE acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, at LESSEE'S sole cost and expense. Non-compliance shall be deemed a material breach of this Agreement.

XXII.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, LESSEE agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the DEMISED PREMISES to LESSOR in good order and repair and in as good condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. The LESSEE shall be required to promptly remove all of LESSEE'S personal property and other items belonging to LESSEE from the DEMISED PREMISES. In addition, LESSEE shall be required, at LESSOR'S sole option, to re-key locks changed by LESSEE, if any, back to the School's key system, and to remove any improvements, facilities or signage constructed or installed by LESSEE under this Agreement and/or under the Existing Lease, and to restore the DEMISED PREMISES to the same or better condition as existed before the Commencement Date of this Agreement. In the event LESSOR elects to retain any or all improvements constructed by LESSEE, LESSEE agrees to convey title to the improvements to LESSOR, without compensation due LESSEE.

LESSEE shall surrender all LESSOR-owned FF&E, in conformance with the provisions of Article X, and shall promptly return all keys and other items belonging to LESSOR and shall coordinate with the LESSOR to ensure a proper and timely surrender of the DEMISED PREMISES. Any of LESSEE'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

XXIII.

AMENDMENTS

LESSOR and LESSEE, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement. Such amendments shall be effective only when signed by LESSOR and LESSEE and shall be incorporated as part of this Agreement.

XXIV.

NON-DISCRIMINATION

LESSOR and LESSEE agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, or as otherwise provided by law, in the use of the DEMISED PREMISES. It is expressly understood that upon a determination by a court of competent jurisdiction that

discrimination in the use of the DEMISED PREMISES by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXV.

LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

XXVI.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida. All applicable laws shall be construed as same presently exist and as they may be amended hereafter.

XXVII.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXVIII.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by LESSOR or LESSEE. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXIX.

NOTICE AND GENERAL CONDITIONS

A. All notices or communications under this Agreement by either Party to the other

shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to LESSOR:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Planning, Design and Sustainability
Attention: Deputy Chief Facilities and Eco-Sustainability Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-4760
E-mail: arijo@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and ACraft@dadeschools.net

In the case of notice or communication to LESSEE:

South Florida Autism Charter School
Attention: Glenn Pierce
2534 Royal Palm Way
Weston, FL 33327
Email: GPierce@TURNERIMPACT.COM

With a copy to:

Attention: _____

Fax: _____
E-mail: _____

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of this Agreement, the Superintendent of Schools or designee shall be the party designated by the LESSOR to grant or deny any modifications and approvals required by this Agreement related to any construction by LESSEE within the DEMISED PREMISES, LESSEE'S use of the DEMISED PREMISES on weekends or Holidays, joint inventory of the FF&E, re-keying of the locks, or for any other routine operational issues.

D. In addition to the above, the Superintendent of Schools shall also be the party designated by the LESSOR to grant or deny any approvals required by this Agreement, including without limitation, increasing or decreasing the area of the DEMISED PREMISES, amending any of the exhibits to the Agreement, placing the LESSEE in default, and renewing, extending, canceling or terminating the Agreement as provided herein.

E. Prior to Effective Date of this Agreement, the LESSEE shall deliver to the LESSOR sufficient documentation, acceptable to the LESSOR, evidencing that LESSEE is active and authorized to do business in the State of Florida, including any and all documentation relating to LESSEE'S formation, existence and legal and good standing status with corporate or legal status to be provided periodically thereafter, as required by the LESSOR. In addition, LESSEE shall deliver to LESSOR the necessary resolutions in form acceptable to LESSOR, verifying that LESSEE is authorized to enter into this Agreement, and that the party signing this Agreement is fully authorized and has the legal capacity to do so, on behalf of the LESSEE.

F. 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. "Day" as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for LESSOR and counsel for LESSEE may deliver Notice on behalf of LESSEE and LESSOR, respectively. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

XXX.

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by LESSEE, in the event the DEMISED PREMISES should be destroyed or so damaged by fire, windstorm or other casualty, in whole or in part, to the extent the DEMISED PREMISES are rendered untenable or unfit for the purposes intended, LESSOR may, at LESSOR'S sole option, either cancel this Agreement by giving written notice to the LESSEE, or repair or replace the damaged/destroyed facilities, at LESSOR'S expense. If LESSOR opts to repair or replace the damaged/destroyed facilities, then LESSOR shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then LESSEE may, at its sole option, place the LESSOR in default.

Any damage or destruction sustained to all or portions of the DEMISED PREMISES or School site as a result of LESSEE'S actions shall be repaired by LESSEE, at LESSEE'S sole cost and expense. In the alternative, and if agreed to by the Parties, LESSOR shall repair the damage or destruction, and LESSEE covenants and agrees that it shall reimburse the LESSOR for the cost to repair the damaged/destroyed facilities or items within thirty (30) days of receipt from the LESSOR of an invoice for same. If LESSEE fails to pay the invoice within the prescribed timeframe, the LESSOR may place LESSEE in default under this Agreement.

LESSOR and LESSEE agree that in the event of cancellation of the Agreement due to damage or destruction, LESSEE shall surrender the DEMISED PREMISES to LESSOR in compliance with Article XXII of the Agreement.

XXXI.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "Hazardous Substances" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by

Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the School, or arising from LESSEE'S use or occupancy of the DEMISED PREMISES, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the DEMISED PREMISES. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the DEMISED PREMISES (unless caused solely by LESSOR), or that arises at any time from LESSEE'S use or occupancy of the DEMISED PREMISES.

LESSEE shall not cause or permit to occur: (a) any violation of any Environmental Law in the School or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the DEMISED PREMISES, or the transportation to or from the DEMISED PREMISES of any Hazardous Substance.

LESSEE shall, at LESSEE'S expense, comply with all applicable Environmental Laws with respect to the DEMISED PREMISES and School. LESSEE shall, at LESSEE'S own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the DEMISED PREMISES during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by LESSEE with respect to the DEMISED PREMISES or School, then LESSEE shall, at LESSEE'S own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. LESSEE shall promptly notify LESSOR of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the DEMISED PREMISES, and shall promptly provide LESSOR with all information reasonably requested by LESSOR regarding LESSEE'S use, generation, storage, transportation or disposal of Hazardous Substances in or at the DEMISED PREMISES.

LESSEE shall indemnify LESSOR against any Hazardous Substances Discharge demonstrated to have been caused by LESSEE. The obligations and liability of LESSEE under

this paragraph shall survive the expiration or termination of this Agreement.

XXXII.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

LESSEE shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, School Board Policies, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law.

XXXIII.

SUBORDINATION

This Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the School and the rights of the LESSOR under those leases and to all financing that may now or hereafter affect the leases or the School, or any portions thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, LESSEE shall execute, within thirty (30) calendar days of request, any certificate that LESSOR may request.

XXXIV.

FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS &

ACCESS TO RECORDS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. LESSEE understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The LESSEE shall keep and maintain public records required by the LESSOR to perform the service. The LESSEE shall keep records to show its compliance with this Agreement. The LESSEE'S contractors and subcontractors must make available, upon request of the LESSOR, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the LESSEE or its assigns, contractors or subcontractors which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the LESSOR'S custodian of public records, the LESSEE shall provide the LESSOR with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. The LESSEE shall

ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following the expiration or early termination or cancellation of this Agreement if the LESSEE does not transfer the records to the LESSOR. The LESSEE, its assigns, contractors and sub-contractors shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). The LESSEE, upon completion of the Agreement, shall transfer, at no cost to the LESSOR, all public records in possession of the LESSEE or keep and maintain public records required by the LESSOR to perform the service. If the LESSEE transfers all public records to the LESSOR upon completion of the Agreement, the LESSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LESSEE keeps and maintains public records upon completion of the Agreement, the LESSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the LESSOR, upon request from the LESSOR'S custodian of public records, in a format that is compatible with the information technology systems of the LESSOR.

The LESSEE shall incorporate this provision into every contract that it enters into relating to the DEMISED PREMISES.

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

XXXV.

SIGNAGE

LESSEE may erect, at its sole cost and expense, identification signage on the exterior of the School and within the DEMISED PREMISES, subject to the prior written approval of LESSOR, or its designee, and in conformance with all rules and regulations governing public schools. Any identification signage erected by LESSEE shall include the following: "a Miami-Dade County Public Schools Managed Charter".

Upon the termination, expiration or cancellation of this Agreement, LESSEE shall

remove, at LESSEE'S expense, from the DEMISED PREMISES or School any signage erected by LESSEE, and restore the area to the same or better condition as existed prior to LESSEE'S installation of the signage.

XXXVI.

USE OF SCHOOL AS A REVENUE GENERATOR

LESSOR shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with LESSOR'S Policies, relating to the School, including, without limitation, third party advertising, installation of wireless telecommunications facilities and/or other similar endeavors, provided such endeavors do not unreasonably interfere with LESSEE'S rights to peaceful enjoyment of the DEMISED PREMISES.

XXXVII.

REPRESENTATIONS

LESSEE is duly organized, validly existing, and in good standing under the laws of the State of Florida and is duly qualified to transact business in the State of Florida. LESSEE'S corporate status shall remain active and in good standing throughout the term of this Agreement, and LESSEE shall provide evidence of same to LESSOR, prior to the Effective Date of this Agreement. LESSEE has full power to execute, deliver, and perform its obligations under this Agreement.

LESSEE will on an annual basis, or more often if required by the LESSOR, or its designee, provide to the LESSOR, documentation, acceptable to LESSOR, evidencing that LESSEE is an active legal entity authorized to do business in the State of Florida.

The execution and delivery of this Agreement, and the performance by LESSEE of its obligations under this Agreement, have been duly authorized by all necessary action of LESSEE, and do not contravene or conflict with any provisions of LESSEE'S Articles of Incorporation and By-Laws, any rules, regulations, policies or laws governing LESSEE, or any other agreement binding on LESSEE.

The individual(s) executing this Agreement on behalf of LESSEE has/have full authority to do so. LESSOR has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by LESSOR of its obligations under this Agreement, have been duly authorized by all necessary action of LESSOR, and do not contravene or conflict with any rules, regulations, policies or laws governing the LESSOR, or any other agreement binding on the LESSOR. The individual(s)

executing this Agreement on behalf of LESSOR has/have full authority to do so.

XXXVIII.

INTELLECTUAL PROPERTY RIGHTS

LESSEE shall indemnify and hold harmless the LESSOR from and against all liability of any nature or kind, including damages, costs and expenses (including reasonable attorney's fees and costs at the trial level and through all appeals) for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of this Agreement. If LESSEE uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exceptions that the LESSEE shall be liable for all royalties or costs arising from the use of such design, device or materials in any way involved in the activities contemplated by this Agreement.

XXXIX.

MISCELLANEOUS PROVISIONS

- A. RECORDATION: This Agreement shall not be recorded by either Party.
- B. EMINENT DOMAIN: If the DEMISED PREMISES or any part of the School are taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. Operating Expenses will be prorated to the date of termination. LESSEE may pursue all available remedies for the taking but will have no interest in the award made to the LESSOR.
- C. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- D. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.
- E. WAIVER OF TRIAL BY JURY: THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT OR LESSEE'S USE OR OCCUPATION OF THE DEMISED PREMISES.
- F. BROKERS: LESSEE represents that there are no brokers, salesmen or finders involved

in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of LESSEE ("Indemnitor"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the LESSOR ("Indemnitee"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

- G. PROMOTION: Other than activities undertaken to promote LESSEE'S program, LESSEE shall not be permitted to use the DEMISED PREMISES or School for any type of promotion or advertising of any kind or nature whatsoever.
- H. USE APPROVALS: LESSEE shall be responsible for determining and securing, at its sole cost and expense, all federal, state, county, municipal and/or other permits, licenses, use approvals, occupational licenses, certificates or approvals needed, if any, for the operation of LESSEE'S program at the DEMISED PREMISES, prior to the Commencement Date of the Agreement.
- I. COUNTERPARTS: This Agreement may be signed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement.
- J. TAX-EXEMPT STATUS: In addition to the provisions of Article XIX of this Agreement, the LESSEE acknowledges and agrees that in the event the tax-exempt status of the DEMISED AREA or School is rescinded or is at risk of being rescinded by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or lease of same by the LESSEE, such rescission or potential rescission (as may be evidenced by a Notice of Proposed Property Taxes or any other official notice of any tax imposed by County, State or any other jurisdictional entity) shall constitute a material breach under this Agreement, and may result, at the LESSOR'S sole option, in the termination of this Agreement for cause, as outlined in Article XVII of this Agreement. Payment of any taxes so imposed shall be remitted to the LESSOR within ten (10) days

of receipt of notice, without demand.

- K. SOVEREIGN IMMUNITY: No provision contained in this Agreement shall be deemed a waiver of the LESSOR'S sovereign immunity.

XL.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto, as those Exhibits may be substituted from time to time as provided for herein, constitute the entire agreement between the Parties and supersedes all previous negotiations, and it may be modified only by an agreement in writing signed by LESSOR and LESSEE.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the LESSOR and the LESSEE have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

WITNESSES AS TO LESSOR:

LESSOR:
THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

Print Name: _____

By: _____
Alberto M. Carvalho
Superintendent of Schools

Date: _____

Print Name: _____

RECOMMENDED:

Jaime G. Torrens
Chief Facilities Officer
Date: _____

**APPROVED AS TO RISK MANAGEMENT
ISSUES:**

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

Office of Risk and Benefits Management
Date: _____

School Board Attorney
Date: _____

**APPROVED AS TO FINANCIAL
SUFFICIENCY:**

Treasury Management
Date: _____

WITNESSES AS TO LESSEE:

LESSEE:
SOUTH FLORIDA AUTISM CHARTER
SCHOOLS, INC.

Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Print Name: _____