

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

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, MODIFY THE TERM OF THE LEASE AGREEMENTS WITH UNITED WAY OF MIAMI-DADE, INC. ("UNITED WAY"), FOR USE OF SPACE AT LILLIE C. EVANS K-8 CENTER, LOCATED AT 1895 N.W. 75 STREET, UNINCORPORATED MIAMI-DADE COUNTY, FLORIDA 33147; CAROL CITY ELEMENTARY SCHOOL, LOCATED AT 4375 N.W. 173 DRIVE, MIAMI GARDENS, FLORIDA 33055; AND ETHEL F. BECKFORD/RICHMOND PRIMARY LEARNING CENTER CAMPUS, LOCATED AT 16929 S.W. 104 AVENUE, UNINCORPORATED MIAMI-DADE COUNTY, FLORIDA 33157, TO EXTEND THE TERM FROM JULY 31, 2021 TO JULY 31, 2032, TO OPERATE EARLY HEAD START PROGRAMS

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

The Board, at its meeting of August 9, 2017, authorized the Superintendent to enter into Lease Agreements with United Way of Miami-Dade, Inc. ("United Way"), for use of space at the Lillie C. Evans K-8 Center, located at 1895 N.W. 75 Street, unincorporated Miami-Dade County, Florida 33147, and Carol City Elementary School, located at 4375 N.W. 173 Drive, Miami Gardens, Florida 33055, to operate new early Head Start programs, and to expand its existing early Head Start program at the Ethel F. Beckford/Richmond Primary Learning Center campus, located at 16929 S.W. 104 Avenue, unincorporated Miami-Dade County, Florida 33157. The lease term for all three (3) agreements approved by the Board is through July 31, 2021. United Way has advised that, in order to meet Federal Grant criteria, a fifteen (15) year lease term is required. As such, United Way has requested that the Board authorize the term through July 31, 2032. The increased lease term is recommended by the Assistant Superintendent, Title I Administration.

In addition, the program at the Ethel F. Beckford/Richmond Primary Learning Center will operate under two separate Federal Grants, requiring separate Lease Agreements for

each Grant, rather than an amendment to the original Lease Agreement, as originally envisioned and authorized by the Board.

A copy of the three (3) Lease Agreements in their final form shall be made available for inspection and review by the public prior to the Board meeting.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, modify the term of the lease agreements with United Way of Miami-Dade, Inc. ("United Way"), for use of space at Lillie C. Evans k-8 Center, located at 1895 N.W. 75 Street, unincorporated Miami-Dade County, Florida 33147; Carol City Elementary School, located at 4375 N.W. 173 Drive, Miami Gardens, Florida 33055; and Ethel F. Beckford/Richmond Primary Learning Center campus, located at 16929 S.W. 104 Avenue, unincorporated Miami-Dade County, Florida 33157, to extend the term from July 31, 2021 to July 31, 2032, to operate Early Head Start programs.

LEASE AGREEMENT
(CAROL CITY ELEMENTARY SCHOOL)

THIS LEASE AGREEMENT ("Agreement"), made and entered as of June 1, 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 UNITED WAY OF MIAMI-DADE, 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 Carol City Elementary School, located at 4375 N.W. 173 Drive, Miami-Dade County, Florida, inclusive of all classrooms, parking and ancillary spaces ("School");

WHEREAS, LESSOR and LESSEE entered into that certain Building Blocks for Infant and Toddler, Early Head Start Child Care Partnership Grant Agreement dated as of June 1, 2017, a copy of which is attached hereto as Exhibit "A" and made a part hereof ("**2017 Grant Agreement**");

WHEREAS, the 2017 Grant Agreement provides for the LESSOR to lease space to LESSEE, under mutually agreeable terms and conditions, for the duration of the 2017 Grant Agreement and renewals thereof, if any; and

WHEREAS, LESSEE is desirous of leasing from LESSOR and LESSOR is desirous of leasing to LESSEE portions of the School, as more particularly described below, for the operation of an Early Head Start program and associated administrative offices, 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. 118,997, at its meeting of August 9, 2017; and

WHEREAS, LESSEE has authorized all signatories to this Agreement, at a meeting duly noticed, held on _____, 2017 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 3,822 square feet, to be used as classroom and office space, as well as non-exclusive use of the School parking lot located across from Buildings 01 and 08, as more particularly described in Exhibit "B" attached hereto and made a part hereof (the "DEMISED PREMISES"). In addition and in conformance with Article XXXII, LESSEE shall also have non-exclusive use of the School's drop-off area/parking lot located adjacent to Building 12, from 7:30 a.m. to 8:15 a.m., and from 4:30 p.m. to 5:30 p.m., for student drop off and pick up. LESSEE, its invitees and guests, shall have the right to access common, non-secure areas of the School, as a means of ingress and egress to and from the parking lots, office and classroom areas.

LESSEE may, 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 pursuant to Article XXIX hereof, of the requested additional or reduced area LESSEE proposes to use and occupy, at least one hundred twenty days (120) prior to the effective date of such proposed modification, for review and consideration by the Superintendent of Schools ("Superintendent"), and subject to approval by The School Board of Miami-Dade County, Florida ("School Board"), in its sole discretion and in compliance with all applicable laws, including without limitation, Section 1013.15(1), Florida Statutes. In the event the request for modification of the DEMISED PREMISE is approved by the School Board, the Parties agree that any changes to the DEMISED PREMISES shall be accomplished through an amendment to this Agreement, in conformance with the provisions of Article XXIII.

Subsequent to such an amendment, Exhibit "B" shall be modified, and such modified Exhibit "B" 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, as amended.

III.

TERM

This Agreement shall be effective as of June 1, 2017 (the "Effective Date"). Effective with the Effective Date, and receipt by LESSOR from LESSEE of the funding specified in Article VII, LESSOR shall commence constructing interior improvements within the DEMISED PREMISES, and other activities directly related thereto, all as described in Article VII of this Agreement. Notwithstanding this provision, upon the mutual agreement of the Parties, and at the sole risk of LESSEE, LESSEE may advance a portion of the 2017 Grant Agreement funds in an amount sufficient for LESSOR to initiate design activities related to the construction of certain improvements within the DEMISED PREMISES as set forth in Article VII of this Agreement.

The term of this Agreement shall commence upon the issuance of a Certificate of Occupancy, Certificate of Completion, or equivalent by the LESSOR'S Building Department for the improvements within the DEMISED PREMISES, which document(s) shall be attached hereto and made a part hereof as Exhibit "C" (hereinafter referred to as the "Commencement Date"), and this Agreement shall expires at 11:59 pm on July 31, 2032, unless terminated sooner as provided for in this Agreement. LESSEE acknowledges and agrees that LESSEE'S occupancy and use of the DEMISED PREMISES for the operation of its Early Head Start program shall not commence until the Commencement Date of this Agreement as defined hereinabove.

Notwithstanding the foregoing, given that LESSEE'S operations at the DEMISED PREMISES is contingent upon grant funding sources, LESSEE shall have the right to request an expansion of or decrease to its area of occupancy within the DEMISED PREMISES, in conformance with Article II of 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 throughout the term of this Agreement.

As further set forth in Articles VIII, IX and XI, LESSEE agrees to pay to LESSOR, LESSEE'S proportionate share of operating expenses associated with the School, which

includes, but is not limited to routine building and grounds maintenance, trash pick-up, utilities and LESSOR'S property insurance ("**Operating Expenses**"). Notwithstanding the foregoing, the Parties acknowledge and agree that LESSEE has elected to be solely responsible for securing and providing its own custodial and janitorial services to the DEMISED PREMISES, at LESSEE'S sole cost and expense.

LESSEE'S proportionate share of Operating Expenses shall be calculated as follows: (1) proportionate share of all utility costs of the School based on the total square footage occupied by LESSEE within the School, (2) proportionate share of all maintenance costs of the School based on the total square footage occupied by LESSEE within the School, less fifty percent (50%) of the per square foot amount of maintenance costs for the School, as set forth in Article VIII of this Agreement, and (3) proportionate share of LESSOR'S property insurance costs based on the total square footage occupied by LESSEE within the School.

The amount of Operating Expenses for the period beginning on the Commencement Date and ending June 30, 2018 ("**Initial Payment Term**") will be based on actual fiscal year 2016-2017 expenses, in the amount of \$2.60 per square foot. Accordingly, starting on the Commencement Date, LESSEE shall pay LESSOR the annual amount of \$9,937.20 in Operating Expenses, payable in monthly installments of \$828.10 throughout the Initial Payment Term. Effective July 1, 2018, and on July 1st of each year thereafter during the term of this Agreement, 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 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 the Underpayment Amount to LESSOR within sixty (60) days of receipt of the invoice from LESSOR. In the event of an overpayment by LESSEE, 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.

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, the total unpaid amount due shall bear late fee interest which LESSEE shall be required to pay to LESSOR, calculated as the Prime Rate, as published in the Wall Street Journal in the week where the default takes place, plus five (5) percent, for each and every month that the past due amount remains unpaid. Failure of LESSEE to make timely payments and/or failure to pay the past due amount or late fees after written notice from the LESSOR shall constitute a material breach under this Agreement, and may result, at the LESSOR'S sole option, in the termination of this Agreement, in accordance with Article XVIII of this Agreement.

V.

ADDITIONAL DAYS

Prior to the Commencement Date and no later than July 1st of each subsequent year throughout the term of this Agreement, LESSEE shall provide LESSOR or its designee with a written list of the days LESSEE seeks to use the DEMISED PREMISES during periods when the School would otherwise be closed (i.e., Saturdays, Sundays and Holidays, or as otherwise established on an annual basis in the LESSOR'S official Elementary and Secondary School Calendar), if any ("**Additional Days**"). LESSEE may also make additional requests for such use, from time to time and on an infrequent basis. LESSOR or its designee shall review LESSEE'S request, and shall notify LESSEE as to which Additional Days, if any, have been approved, within thirty (30) days of receipt of LESSEE'S request, and such approved list of Additional Days shall be attached to this Agreement as Exhibit "D" and made a part hereof. On an annual basis or as otherwise required, Exhibit "D" shall be amended, and such amended Exhibit "D" shall thenceforth

remain in effect until such time as it may be further amended.

LESSEE agrees to pay to LESSOR for the cost of operating the HVAC system during the Additional Days, as well as any staff overtime or any other related expenses incurred by LESSOR due to LESSEE'S use and occupancy of the space ("**Additional Operating Expenses**"). The Additional Operating Expenses for the period ending June 30, 2018 will be established subsequent to LESSOR'S review of the actual costs incurred to operate the HVAC system at the School during fiscal year 2016-2017, as well as the School Administrator's cost estimate for staff overtime or other School based expenses. The total amount of Additional Operating Expenses enumerated in Exhibit "D" shall be paid to LESSOR by LESSEE either: (1) in one lump sum payment, or (2) on a monthly basis, starting on the Commencement Date, and on the first day of each month thereafter. The payment of Additional Operating Expenses will be in addition to LESSEE'S payment of Operating Expenses to the LESSOR as enumerated in Article IV hereinabove, and shall be remitted to the LESSOR via a separate check.

Effective July 1, 2018, and on July 1st of each year thereafter, the amount of Additional Operating Expenses shall be based upon the preceding year's reported actual daily cost to operate the applicable systems at the School. At such time as LESSOR establishes the Additional Operating Expenses, an adjustment will be made to LESSEE'S next monthly installment of Additional Operating Expenses to LESSOR to rectify any over or under payment of same, as described hereinbelow. In addition, should the number of Additional Days increase or decrease from the number reflected in Exhibit "D", payment by LESSEE shall be adjusted accordingly on an annual basis.

Effective July 1, 2018, and on July 1st of each year thereafter during the term of this Agreement, LESSOR shall evaluate the Additional Operating Expenses actually incurred by LESSOR during the subject term, and use said evaluation to establish the Additional Operating Expenses for any subsequent term, if so exercised. 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 forward a credit statement for the amount of overpayment to LESSEE, and the amount of LESSEE'S next monthly payment(s) of Additional Operating Expenses shall be reduced by the amount of the credit statement.

All payments of Additional Operating Expenses shall be made payable to **The School Board of Miami-Dade County, Florida**, and shall be remitted, without demand, via a separate

check, 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 Additional Operating Expenses or any underpayment amounts 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 five (5) percent, for each and every month that the past due amount remains unpaid. Failure of LESSEE to make timely payments and/or failure to pay the past due amount or late fees after written notice from the LESSOR shall constitute a material breach under this Agreement, and may result, at the LESSOR'S sole option, in the termination of this Agreement, in accordance with Article XVIII of this Agreement.

VI.

USE OF DEMISED PREMISES

The DEMISED PREMISES as identified in Exhibit "B" shall be used solely by LESSEE for the operation of an Early Head Start Program and general office administrative 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 lots and any other common areas within the School, and as further stipulated in Article V of this Agreement, the LESSEE shall have full control, custody, right and use of the DEMISED PREMISES from 7:30 a.m. to 5:30 p.m., Monday through Friday, throughout the term of this Agreement. LESSEE may however, coordinate with the School Administrator for access to the DEMISED PREMISES during times before or after the foregoing, on an as needed basis. LESSEE shall be permitted to access other portions of the School facility (e.g. the School Cafeteria and Media Center), subject to securing prior permission from, and coordinating with, the School Administrator. Notwithstanding the foregoing, LESSEE acknowledges and agrees that LESSEE shall not have access to the DEMISED PREMISES during such periods that the School is closed, except as otherwise provided for in Article V of this Agreement.

LESSEE may, with the approval of the School Administrator and in conformance with all applicable fire and safety codes, and at LESSEE'S sole cost and expense, re-key the locks within the DEMISED PREMISES, with the exception of any locks used to access the parking lots, in which event LESSEE shall immediately provide LESSOR with a set of keys to same.

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 LESSEE, LESSOR (including LESSOR'S Policies), COUNTY, STATE, or FEDERAL GOVERNMENT upon the DEMISED PREMISES.

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. The LESSEE shall secure and lock all doors and gates within the School's common areas used to access the DEMISED PREMISES, as required, at the completion of LESSEE's daily use of the DEMISED PREMISES.

LESSEE covenants and agrees that the School Administrator shall have overall responsibility for any School site operational issues, and LESSEE shall comply with all such requirements established, and shall coordinate with the School Administrator on an ongoing basis to assure the safety of students, staff, visitors, invitees and the public at all times. LESSEE shall coordinate with the School Administrator its use of the DEMISED PREMISES or any other portions of the School campus for any special events and functions it may host, as

well as any scheduled visits to the School due to monitoring or auditing of its program by local, State or Federal agencies.

VII.

CONSTRUCTION OF IMPROVEMENTS

Subsequent to the Effective Date of this Agreement, the LESSEE shall provide to LESSOR the sum of Sixty-Seven Thousand Six Hundred Dollars (\$67,600), which funds shall be used by LESSOR to design and construct the interior improvements to the DEMISED PREMISES, as substantially set forth in Exhibit "E", attached hereto and made a part hereof (all such improvements are collectively referred to herein as the "**Work**"). Notwithstanding the foregoing, upon the mutual agreement of the Parties, and at the sole risk of LESSEE, LESSEE may advance a portion of the 2017 Grant Agreement funds prior to the Effective Date of this Agreement, in an amount sufficient for LESSOR to initiate design activities related to the construction of certain improvements within the DEMISED PREMISES as set forth in Article VII of this Agreement. Notwithstanding the foregoing, upon the mutual agreement of the Parties, and at the sole risk of LESSEE, LESSEE may advance a portion of the 2017 Grant Agreement funds prior to the Effective Date of this Agreement, in an amount sufficient for LESSOR to initiate design activities related to the construction of certain improvements within the DEMISED PREMISES as set forth in Article VII of this Agreement. Any substantive change to the proposed improvements shall be as mutually approved by the LESSOR and LESSEE. All Work will be done by LESSOR at LESSEE'S sole cost and expense. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the Miami-Dade County Public School's ("**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 prepared by the LESSOR.

Other than as set forth in Article III of this Agreement, it is expressly understood by the Parties that LESSOR 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 the funds noted above. It is further acknowledged and agreed that any of the above referenced funds provided by LESSEE for the design and construction of the Work, that remain after all financial obligations related to the Work have been completed, shall be returned to LESSEE by LESSOR.

In addition to the Work to be constructed by LESSOR as a part of LESSEE'S initial occupancy of the DEMISED PREMISES, in the event LESSEE wishes to make any other interior

improvements within the DEMISED PREMISES during the term of this Agreement (“**Additional Improvements**”), LESSEE shall provide the LESSOR with a written request detailing the proposed improvements to be made, which the LESSOR or its designee may approve or disapprove at its sole authority. Any such Additional Improvements shall be at the sole cost and expense of LESSEE, and 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 District design criteria and standards, as the same may be amended from time to time. In addition, all terms of this Agreement, as it may be amended, relating to the construction and operation of the Work, shall govern the construction and operation of said Additional Improvements. Notwithstanding the foregoing, LESSEE acknowledges and agrees that any Additional Improvements to any other portions of the DEMISED PREMISES or School, including without limitation, the School parking lots, playfield or open areas, or other exterior common areas, may not take place without an amendment to this Agreement in full compliance with Section 1013.15(1), F.S., specifically modifying the description and use of the DEMISED PREMISES.

In the alternative, LESSEE may provide written notice to the LESSOR in accordance with Article XXIX requesting that LESSOR make certain Additional Improvements, alterations or repairs within the DEMISED PREMISES, at LESSEE'S sole cost and expense. LESSEE'S Notice shall set forth the requested improvements, which LESSOR or its designee, in its sole authority, may or may not choose to pursue. Prior to the commencement of any improvements, LESSOR shall provide the LESSEE with a written cost estimate for the requested improvements, and a proposed schedule for completion of the work. Subsequent to receipt by LESSOR of a written notice from LESSEE of its election to proceed, the Parties shall execute an amendment to this Agreement setting forth the terms and conditions of the project. LESSEE acknowledges and agrees that prior to LESSOR entering into any design or construction contracts, or commencing any design or construction activities, LESSEE shall provide LESSOR with the full amount of the funds necessary to cover all project costs (i.e. “soft costs” including, but not limited to architectural and engineering services, geotechnical and environmental testing, surveys, etc., and “hard costs” including, but not limited to construction services, test and balance reports, etc.).

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. All such maintenance services will be provided in compliance with the LESSOR'S standards, operating procedures and frequency of service. The Parties acknowledge and agree that, given the nature of LESSEE'S operations at the School, and limited use by LESSEE of a number of on-site amenities such as the playfield, LESSEE shall reimburse LESSOR for LESSEE'S proportionate share of the cost of maintenance services, less fifty percent (50%) of the per square foot amount of maintenance costs for the School, as its portion of the Operating Expenses, as outlined in Article IV of this Agreement.

The Parties acknowledge and agree that the LESSOR shall have no responsibility for providing any custodial or janitorial services to the DEMISED PREMISES. LESSEE shall be solely responsible for securing and providing its own custodial and janitorial services to the DEMISED PREMISES, at LESSEE'S sole cost and expense, as set forth in Article IV of this Agreement.

IX.

INSURANCE

The LESSEE shall, on or before the Commencement Date of this Agreement, provide the LESSOR with proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance in accordance with the applicable laws of the State of Florida.

B. Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000 General Aggregate
\$ 2,000,000 Products/Completed Operations Aggregate
\$ 1,000,000 Personal and Advertising Injury
\$ 1,000,000 Each Occurrence

LESSEE shall name the LESSOR as an additional insured on a form no more restrictive than the CG20 10.

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any

restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Agreement. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Occurrence - Bodily Injury and Property

D. Property Insurance covering LESSEE'S contents within the DEMISED PREMISES.

"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 this 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 "F" 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 1st of each year during the term of this Agreement, or more often at the request of either Party, the inventory is to be updated based on a joint assessment by the LESSEE and the School Administrator, and if there are any changes to the inventory, Exhibit "F" 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, ordinary wear and tear excepted, 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 "F" shall be surrendered by LESSEE to LESSOR in accordance with Article XXII of this Agreement, and any damaged or missing items, ordinary wear and tear excepted, 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 DEMISED PREMISES or 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, and in such event the LESSOR'S liability shall be subject to the limitations of Section 768.28, Florida Statutes. LESSOR shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God. The provisions of this Article shall survive the expiration, or early termination or cancellation of this Agreement.

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, or permit the DEMISED PREMISES to be occupied by other persons, firms, corporations, or governmental units. Any assignment, sublet or otherwise, shall constitute a material breach under this Agreement, and may result, at LESSOR'S sole option, in the termination of this Agreement, as outlined in Article XVIII of this Agreement.

XVI.

EXTENSION OF LEASE TERM

This Article is intentionally deleted.

XVII.

CANCELLATION

In addition to the provisions of Articles XVIII and XXX, LESSEE and LESSOR shall each have the right to cancel this Agreement at will, without cause or penalty, by giving the other Party written notice at least one hundred eighty (180) days prior to the effective date of said cancellation, provided that, if cancelled by LESSOR, the effective date of such cancellation does not fall during the regular school year, as defined in LESSOR'S official Elementary and Secondary School calendar.

The Parties acknowledge and agree that the cancellation, termination or expiration of the 2017 Grant Agreement shall automatically serve to cancel or terminate this Agreement by operation of law, without further action by or notice from either Party.

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 terminate this Agreement, without penalty, upon ten (10) days additional written notice to LESSEE 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 operate LESSEE'S Early Head Start Program on the DEMISED PREMISES for more than one-hundred twenty (120) consecutive days after the Commencement Date of this Agreement, (2) failure to comply with the Jessica Lunsford Act, (3) failure to comply with Article XXI of this Agreement regarding infrastructure

improvements and regulatory compliance, (4) failure to pay taxes or special assessments as outlined in Article XXI of this Agreement, (5) 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 of this Agreement, (6) assignment or sublet of the DEMISED PREMISES, (7) failure to pay Operating Expenses, Additional Operating Expenses, the Underpayment Amount or any other expenses to LESSOR as provided for in this Agreement, and (8) use of the DEMISED PREMISES for any reason not provided for in Article VI of this Agreement.

The LESSEE shall notify the LESSOR in writing regarding the LESSOR'S failure to perform or to comply with the terms and conditions of this Agreement. If the LESSOR fails to cure the default within thirty (30) days after receiving written notice or does not provide the LESSEE with a written response indicating the status of the 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, the LESSEE shall have the right to cancel this Agreement, without penalty, upon ten (10) days additional written notice to LESSOR.

Notwithstanding the above, in the event of a material breach on the part of LESSOR (as enumerated below), LESSOR shall have ten (10) days from receipt of notice from LESSEE to cure such material breach. In the event the LESSOR fails to cure the material breach within ten (10) days after receiving written notice, the LESSEE shall have the right to cancel this Agreement, without penalty, upon ten (10) days additional written notice to LESSOR. The following shall constitute a material breach on the part of LESSOR: unreasonable disruption or interference with LESSEE'S ability to operate its Early Head Start program at the DEMISED PREMISES.

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 DEMISES 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 the collection and payment of any taxes, fees or other assessments, including but not limited to sales tax and ad valorem tax, all licenses, permits or other taxes which may be imposed on the School or DEMISED PREMISES, as a result of the leasing, use and occupancy of the DEMISED PREMISES by LESSEE.

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 with the provisions of this Article XXI 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 and at LESSEE'S sole cost and expense, to re-key locks changed by LESSEE, if any, back to the School's key system, and to remove signage installed by LESSEE, if any. Any improvements constructed by or caused to be constructed by LESSEE under the terms of this Agreement shall become the property of the LESSOR, and LESSEE shall convey title to all such improvements to LESSOR as necessary, 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.

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:

United Way of Miami-Dade
Carlos G. Molina, Chief Financial Officer
3250 SW 3rd Avenue
Miami FL 33129

cmolina@unitedwaymiami.org

With a copy to:

United Way of Miami-Dade
Gladys Montes
Vice-President Center for Excellence
in Early Childhood Education
3250 SW 3rd Avenue
Miami FL 33129
montesg@unitedwaymiami.org

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 his/her designee shall be the party designated by the LESSOR to grant or deny any approvals under this Agreement relating to operational issues.

D. In addition to the above, the Superintendent of Schools shall be the party designated by the LESSOR to grant or deny any approvals required under this Agreement, including authorizing construction within the DEMISED PREMISES, placing LESSEE in default, and canceling or terminating the Agreement as provided herein.

E. 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 LESSOR and LESSEE, 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 with thirty (30) days advance 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. LESSEE'S obligation to pay rent and LESSEE'S proportionate share of Operating Expenses shall abate during the period beginning when LESSEE discontinues occupancy of the DEMISED PREMISES through the date the DEMISED PREMISES are rendered tenantable.

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 that event, LESSEE 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 LESSOR may, at its sole option, place the LESSEE in default.

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 DEMISED PREMISES, 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 on the DEMISED PREMISES or elsewhere on the School site, 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 caused by the LESSEE elsewhere on the School site, 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 or elsewhere on the School site, 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 LESSOR under those leases and to all financing that may now or hereafter affect the leases or 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. The 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.

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 DEMISED

PREMISES and School site, 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. LESSEE'S corporate status shall remain active and in good standing throughout the term of this Agreement. LESSEE has full power to execute, deliver, and perform its obligations under this Agreement.

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.

Prior to commencement of this Agreement, 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 a 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.

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. PUBLICATIONS: Any publication or literature issued by LESSEE announcing its program at the DEMISED PREMISES shall be approved in writing by the LESSOR, or its designee, prior to issuance or publication of same, which approval will not be unreasonable withheld or delayed.
- I. COUNTERPARTS: This Agreement may be executed 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. 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 programs at the DEMISED PREMISES, prior to the Commencement Date of the Agreement.
- K. TAX-EXEMPT STATUS: In addition to the provisions of Article XXI of this Agreement, the LESSEE acknowledges and agrees that in the event the tax-exempt status of the DEMISED PREMISES 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 or other third party, 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 XVIII 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.
- L. FISCAL IMPACT: The Parties acknowledge and agree that this Agreement shall have no

fiscal impact whatsoever on the LESSOR.

- M. REGULATORY AUTHORITY: It is expressly understood by the Parties that notwithstanding any provisions of this Agreement to the contrary, LESSOR retains all of its regulatory authority as a School Board and School District under Florida law and shall 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 LESSEE or be liable for the same. Furthermore, the School Board or the School District 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.
- N. SOVEREIGN IMMUNITY: No provision contained in this Agreement shall be deemed a waiver of the LESSOR'S sovereign immunity.
- O. SUPERVISION AND SECURITY: LESSEE acknowledges and agrees that, in the event LESSEE occupies and uses the DEMISED PREMISES during other than the School's hours of operation, as provided for under Article V hereof, LESSEE shall make any and all provisions which may be required to supervise its operations and provide security for LESSEE'S students, staff and invitees, at LESSEE'S sole cost and expense.

XL.

ENTIRE AGREEMENT

Except for the inter-relationship of this Agreement with the 2017 Grant 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

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
TREASURY MANAGEMENT ISSUES:**

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

Office of Treasury Management
Date: _____

School Board Attorney
Date: _____

WITNESSES AS TO LESSEE:

Print Name: _____

Print Name: _____

LESSEE:
UNITED WAY OF MIAMI-DADE, INC.

By: _____
Maria C. Alonso
Chief Executive Officer and President
Date: _____

EXHIBIT "A"
TO
LEASE AGREEMENT

COPY OF EXECUTED 2017 GRANT AGREEMENT

[consisting of ___ pages, including this title page]

[to be attached upon full execution of same]

EXHIBIT "B"
TO
LEASE AGREEMENT

DEMISED PREMISES

[consisting of ___ pages, including this title page]

[Location Map and List of Rooms to be attached prior to execution]

Exhibit "B"
(Continued)

CAROL CITY ELEMENTARY SCHOOL
4375 N.W. 173 DRIVE
MIAMI, FLORIDA

DEMISED PREMISES

LIST OF ROOMS:

Building 12: Rooms 121, 121A, 121B, 121C, 122, 122A, 122B, 122C, 124, 127, 127A, 127B and 130

Notes:

- (1) The room numbers listed herein correspond to the room numbers shown in LESSOR'S FISH drawings for Carol City Elementary School, last updated as of May 16, 2016.

OTHER:

LESSEE shall have non-exclusive use of the School parking lot located across Buildings 01 and 08. In addition, LESSEE shall also have non-exclusive use of the School's drop-off area/parking lot located adjacent to Building 12, from 7:30 a.m. to 8:15 a.m., and from 4:30 p.m. to 5:30 p.m., for student drop off and pick up.

Total square footage of DEMISED PREMISES: 3,822

EXHIBIT "C"
TO
LEASE AGREEMENT

CERTIFICATE OF OCCUPANCY, CERTIFICATE OF COMPLETION OR EQUIVALENT

[consisting of ___ pages, including this title page]

[to be attached upon completion of improvements and issuance of same by LESSOR]

EXHIBIT "D"
TO
LEASE AGREEMENT

ADDITIONAL DAYS

[consisting of ___ pages, including this title page]

[to be attached prior to the Commencement Date]

EXHIBIT "E"
TO
LEASE AGREEMENT

WORK

[consisting of ___ pages, including this title page]

[to be attached prior to execution]

EXHIBIT "F"
TO
LEASE AGREEMENT

INVENTORY OF FURNITURE, FIXTURES & EQUIPMENT

[consisting of ____ pages, including this title page]

[to be attached upon completion]

LEASE AGREEMENT
(LILLIE C. EVANS K-8 CENTER)

THIS LEASE AGREEMENT ("Agreement"), made and entered into as of June 1, 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 UNITED WAY OF MIAMI-DADE, 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 Lillie C. Evans K-8 Center, located at 1895 N.W. 75 Street, Miami-Dade County, Florida, inclusive of all classrooms, parking and ancillary spaces ("School");

WHEREAS, LESSOR and LESSEE entered into that certain Building Blocks for Infant and Toddler Education, Early Head Start Child Care Partnership Grant Agreement dated as of June 1, 2017, a copy of which is attached hereto as Exhibit "A" and made a part hereof ("2017 Grant Agreement");

WHEREAS, the 2017 Grant Agreement provides for the LESSOR to lease space to LESSEE, under mutually agreeable terms and conditions, for the duration of the 2017 Grant Agreement and renewals thereof, if any; and

WHEREAS, LESSEE is desirous of leasing from LESSOR and LESSOR is desirous of leasing to LESSEE portions of the School, as more particularly described below, for the operation of an Early Head Start program and associated administrative offices, 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. 118,997, at its meeting of August 9, 2017; and

WHEREAS, LESSEE has authorized all signatories to this Agreement, at a meeting duly noticed, held on _____, 2017 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 3,486 square feet, to be used as classroom and office space, as well as non-exclusive use of the School parking lot located adjacent to Buildings 05 and 06, as more particularly described in Exhibit "B" attached hereto and made a part hereof (the "**DEMISED PREMISES**"). In addition and in conformance with Article XXXII, LESSEE, its invitees and guests, shall have the right to access common, non-secure areas of the School, as a means of ingress and egress to and from the parking lots, office and classroom areas.

LESSEE may, 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 pursuant to Article XXIX hereof, of the requested additional or reduced area LESSEE proposes to use and occupy, at least one hundred twenty (120) days prior to the effective date of such proposed modification, for review and consideration by the Superintendent of Schools ("**Superintendent**"), and subject to approval by The School Board of Miami-Dade County, Florida ("**School Board**"), in its sole discretion and in compliance with all applicable laws, including, without limitation, Section 1013.15(1), Florida Statutes. In the event the request for modification of the DEMISED PREMISES is approved by the School Board, the Parties agree that any changes to the DEMISED PREMISES shall be accomplished through an amendment to this Agreement, in conformance with the provisions of Article XXIII. Subsequent to such an amendment, Exhibit "B" shall be modified, and such modified Exhibit "B" 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, as amended.

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 as of June 1, 2017 (the "Effective Date"). Effective with the Effective Date, and receipt by LESSOR from LESSEE of the funding specified in Article VII, LESSOR shall commence constructing interior improvements within the DEMISED PREMISES, and other activities directly related thereto, all as described in Article VII of this Agreement. Notwithstanding this provision, upon the mutual agreement of the Parties, and at the sole risk of LESSEE, LESSEE may advance a portion of the 2017 Grant Agreement funds in an amount sufficient for LESSOR to initiate design activities related to the construction of certain improvements within the DEMISED PREMISES as set forth in Article VII of this Agreement.

The term of this Agreement shall commence upon the issuance of a Certificate of Occupancy, Certificate of Completion, or equivalent by the LESSOR'S Building Department for the improvements within the DEMISED PREMISES, which document(s) shall be attached hereto and made a part hereof as Exhibit "C" (hereinafter referred to as the "Commencement Date"), and this Agreement shall expire at 11:59 p.m. on July 31, 2032, unless terminated sooner as provided for in this Agreement. LESSEE acknowledges and agrees that LESSEE'S occupancy and use of the DEMISED PREMISES for the operation of its Early Head Start program shall not commence until the Commencement Date of this Agreement as defined hereinabove.

Notwithstanding the foregoing, given that LESSEE'S operations at the DEMISED PREMISES is contingent upon grant funding sources, LESSEE shall have the right to request an expansion of or decrease to its area of occupancy within the DEMISED PREMISES, in conformance with Article II of 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 throughout the term of this Agreement.

As further set forth in Articles VIII, IX and XI, LESSEE agrees to pay to LESSOR, LESSEE'S proportionate share of operating expenses associated with the School, which includes, but is not limited to routine building and grounds maintenance, trash pick-up, utilities and LESSOR'S property insurance ("Operating Expenses"). Notwithstanding the foregoing,

the Parties acknowledge and agree that LESSEE has elected to be solely responsible for securing and providing its own custodial and janitorial services to the DEMISED PREMISES, at LESSEE'S sole cost and expense.

LESSEE'S proportionate share of Operating Expenses shall be calculated as follows: (1) proportionate share of all utility costs of the School based on the total square footage occupied by LESSEE within the School, (2) proportionate share of all maintenance costs of the School based on the total square footage occupied by LESSEE within the School, less fifty percent (50%) of the per square foot amount of maintenance costs for the School, as set forth in Article VIII of this Agreement, and (3) proportionate share of LESSOR'S property insurance costs based on the total square footage occupied by LESSEE within the School.

The amount of Operating Expenses for the period beginning on the Commencement Date and ending June 30, 2018 ("**Initial Payment Term**") will be based on actual fiscal year 2016-2017 expenses, in the amount of \$6.51 per square foot. Accordingly, starting on the Commencement Date, LESSEE shall pay LESSOR the annual amount of \$22,693.86 in Operating Expenses, payable in monthly installments of \$1,891.16 throughout the Initial Payment Term. Effective July 1, 2018, and on July 1st of each year thereafter during the term of this Agreement, 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 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 the Underpayment Amount to LESSOR within sixty (60) days of receipt of the invoice from LESSOR. In the event of an overpayment by LESSEE, 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.

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, the total unpaid amount due shall bear late fee interest which LESSEE shall be required to pay to LESSOR, calculated as the Prime Rate, as published in the Wall Street Journal in the week where the default takes place, plus five (5) percent, for each and every month that the past due amount remains unpaid. Failure of LESSEE to make timely payments and/or failure to pay the past due amount or late fees after written notice from the LESSOR shall constitute a material breach under this Agreement, and may result, at the LESSOR'S sole option, in the termination of this Agreement, in accordance with Article XVIII of this Agreement.

V.

ADDITIONAL DAYS

Prior to the Commencement Date and no later than July 1st of each subsequent year throughout the term of this Agreement, LESSEE shall provide LESSOR or its designee with a written list of the days LESSEE seeks to use the DEMISED PREMISES during periods when the School would otherwise be closed (i.e., Saturdays, Sundays, Holidays, or as otherwise established on an annual basis in the LESSOR'S official Elementary and Secondary School Calendar), if any ("Additional Days"). LESSEE may also make additional requests for such use, from time to time and on an infrequent basis. LESSOR or its designee shall review LESSEE'S request, and shall notify LESSEE as to which Additional Days, if any, have been approved, within thirty (30) days of receipt of LESSEE'S request, and such approved list of Additional Days shall be attached to this Agreement as Exhibit "D" and made a part hereof. On an annual basis or as otherwise required, Exhibit "D" shall be amended, and such amended Exhibit "D" shall thenceforth remain in effect until such time as it may be further amended.

LESSEE agrees to pay to LESSOR for the cost of operating the HVAC system during the

Additional Days, as well as any staff overtime or any other related expenses incurred by LESSOR due to LESSEE'S use and occupancy of the space ("**Additional Operating Expenses**"). The Additional Operating Expenses for the period ending June 30, 2018 will be established subsequent to LESSOR'S review of the actual costs incurred to operate the HVAC system at the School during fiscal year 2016-2017, as well as the School Administrator's cost estimate for staff overtime or other School based expenses. The total amount of Additional Operating Expenses enumerated in Exhibit "D" shall be paid to LESSOR by LESSEE either: (1) in one lump sum payment, or (2) on a monthly basis, starting on the Commencement Date, and on the first day of each month thereafter. The payment of Additional Operating Expenses will be in addition to LESSEE'S payment of Operating Expenses to the LESSOR as enumerated in Article IV hereinabove, and shall be remitted to the LESSOR via a separate check.

Effective July 1, 2018, and on July 1st of each year thereafter, the amount of Additional Operating Expenses shall be based upon the preceding year's reported actual daily cost to operate the applicable systems at the School. At such time as LESSOR establishes the Additional Operating Expenses, an adjustment will be made to LESSEE'S next monthly installment of Additional Operating Expenses to LESSOR to rectify any over or under payment of same, as described hereinbelow. In addition, should the number of Additional Days increase or decrease from the number reflected in Exhibit "D", payment by LESSEE shall be adjusted accordingly on an annual basis.

Effective July 1, 2018, and on July 1st of each year thereafter during the term of this Agreement, LESSOR shall evaluate the Additional Operating Expenses actually incurred by LESSOR during the subject term, and use said evaluation to establish the Additional Operating Expenses for any subsequent term, if so exercised. 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 forward a credit statement for the amount of overpayment to LESSEE, and the amount of LESSEE'S next monthly payment(s) of Additional Operating Expenses shall be reduced by the amount of the credit statement.

All payments of Additional Operating Expenses shall be made payable to **The School Board of Miami-Dade County, Florida**, and shall be remitted, without demand, via a separate check, 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 Additional Operating Expenses or any underpayment amounts 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 five (5) percent, for each and every month that the past due amount remains unpaid. Failure of LESSEE to make timely payments and/or failure to pay the past due amount or late fees after written notice from the LESSOR shall constitute a material breach under this Agreement, and may result, at the LESSOR'S sole option, in the termination of this Agreement, in accordance with Article XVIII of this Agreement.

VI.

USE OF DEMISED PREMISES

The DEMISED PREMISES as identified in Exhibit "B" shall be used solely by LESSEE for the operation of an Early Head Start Program and general office administrative 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 lots and any other common areas within the School, and as further stipulated in Article V of this Agreement, the LESSEE shall have full control, custody, right and use of the DEMISED PREMISES from 7:30 a.m. to 5:30 p.m., Monday through Friday, throughout the term of this Agreement. LESSEE may however, coordinate with the School Administrator for access to the DEMISED PREMISES during times before or after the foregoing, on an as needed basis. LESSEE shall be permitted to access other portions of the School facility (e.g. the School Cafeteria and Media Center), subject to securing prior permission from, and coordinating with, the School Administrator. Notwithstanding the foregoing, LESSEE acknowledges and agrees that LESSEE shall not have access to the DEMISED PREMISES during such periods that the School is closed, except as otherwise provided for in Article V of this Agreement.

LESSEE may, with the approval of the School Administrator and in conformance with all applicable fire and safety codes, and at LESSEE'S sole cost and expense, re-key the locks within the DEMISED PREMISES, with the exception of any locks used to access the parking lots, in which event LESSEE shall immediately provide LESSOR with a set of keys to same.

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 LESSEE, LESSOR (including LESSOR'S Policies), COUNTY, STATE, or FEDERAL GOVERNMENT upon the DEMISED PREMISES.

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. The LESSEE shall secure and lock all doors and gates within the School's common areas used to access the DEMISED PREMISES, as required, at the completion of LESSEE's daily use of the DEMISED PREMISES.

LESSEE covenants and agrees that the School Administrator shall have overall responsibility for any School site operational issues, and LESSEE shall comply with all such requirements established, and shall coordinate with the School Administrator on an ongoing basis to assure the safety of students, staff, visitors, invitees and the public at all times. LESSEE shall coordinate with the School Administrator its use of the DEMISED PREMISES or any other portions of the School campus for any special events and functions it may host, as well as any scheduled visits to the School due to monitoring or auditing of its program by local,

State or Federal agencies.

VII.

CONSTRUCTION OF IMPROVEMENTS

Subsequent to the Effective Date of this Agreement, the LESSEE shall provide to LESSOR the sum of One Hundred Twenty-Eight Thousand Four Hundred Forty Dollars (\$128,440), which funds shall be used by LESSOR to design and construct the interior improvements to the DEMISED PREMISES, as substantially set forth in **Exhibit "E"**, attached hereto and made a part hereof (all such improvements are collectively referred to herein as the "Work"). Notwithstanding the foregoing, upon the mutual agreement of the Parties, and at the sole risk of LESSEE, LESSEE may advance a portion of the 2017 Grant Agreement funds prior to the Effective Date of this Agreement, in an amount sufficient for LESSOR to initiate design activities related to the construction of certain improvements within the DEMISED PREMISES as set forth in Article VII of this Agreement. Any substantive change to the proposed improvements shall be as mutually approved by the LESSOR and LESSEE. All Work will be done by LESSOR at LESSEE'S sole cost and expense. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the Miami-Dade County Public School's ("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 prepared by the LESSOR.

Other than as set forth in Article III of this Agreement, it is expressly understood by the Parties that LESSOR 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 the funds noted above. It is further acknowledged and agreed that any of the above referenced funds provided by LESSEE for the design and construction of the Work, that remain after all financial obligations related to the Work have been completed, shall be returned to LESSEE by LESSOR.

In addition to the Work to be constructed by LESSOR as a part of LESSEE'S initial occupancy of the DEMISED PREMISES, in the event LESSEE wishes to make any other interior improvements within the DEMISED PREMISES during the term of this Agreement ("**Additional Improvements**"), LESSEE shall provide the LESSOR with a written request detailing the proposed improvements to be made, which the LESSOR or its designee may approve or disapprove at its sole authority. Any such Additional Improvements shall be at the sole cost and expense of LESSEE, and 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 District design criteria and standards, as the same may be amended from time to time. In addition, all terms of this Agreement, as it may be amended, relating to the construction and operation of the Work, shall govern the construction and operation of said Additional Improvements. Notwithstanding the foregoing, LESSEE acknowledges and agrees that any Additional Improvements to any other portions of the DEMISED PREMISES or School, including without limitation, the School parking lots, playfield or open areas, or other exterior common areas, may not take place without an amendment to this Agreement in full compliance with Section 1013.15(1), F.S., specifically modifying the description and use of the DEMISED PREMISES.

In the alternative, LESSEE may provide written Notice to LESSOR in accordance with Article XXIX, requesting LESSOR to make certain Additional Improvements, alterations or repairs within the DEMISED PREMISES, at LESSEE'S sole cost and expense. LESSEE'S Notice shall set forth the requested improvements, which LESSOR or its designee, in its sole authority, may or may not choose to pursue. Prior to the commencement of any improvements, LESSOR shall provide the LESSEE with a written cost estimate for the requested improvements, and a proposed schedule for completion of the work. Subsequent to receipt by LESSOR of a written notice from LESSEE of its election to proceed, the Parties shall execute an amendment to this Agreement setting forth the terms and conditions of the project. LESSEE acknowledges and agrees that prior to LESSOR entering into any design or construction contracts, or commencing any design or construction activities, LESSEE shall provide LESSOR with the full amount of the funds necessary to cover all project costs (i.e. "soft costs" including, but not limited to architectural and engineering services, geotechnical and environmental testing, surveys, etc., and "hard costs" including, but not limited to construction services, test and balance reports, etc.).

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. All such maintenance services will be provided in compliance with the LESSOR'S standards, operating procedures and frequency of service. The Parties acknowledge and agree that, given the nature of LESSEE'S operations at the School, and limited use by LESSEE of a number of on-site amenities such as

the playfield, LESSEE shall reimburse LESSOR for LESSEE'S proportionate share of the cost of maintenance services, less fifty percent (50%) of the per square foot amount of maintenance costs for the School, as its portion of the Operating Expenses, as outlined in Article IV of this Agreement.

The Parties acknowledge and agree that the LESSOR shall have no responsibility for providing any custodial or janitorial services to the DEMISED PREMISES. LESSEE shall be solely responsible for securing and providing its own custodial and janitorial services to the DEMISED PREMISES, at LESSEE'S sole cost and expense, as set forth in Article IV of this Agreement.

IX.

INSURANCE

The LESSEE shall, on or before the Commencement Date of this Agreement, provide the LESSOR with proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance in accordance with the applicable laws of the State of Florida.

B. Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000 General Aggregate
\$ 2,000,000 Products/Completed Operations Aggregate
\$ 1,000,000 Personal and Advertising Injury
\$ 1,000,000 Each Occurrence

LESSEE shall name the LESSOR as an additional insured on a form no more restrictive than the CG20 10.

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Agreement. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Occurrence - Bodily Injury and Property

D. Property Insurance covering LESSEE'S contents within the DEMISED PREMISES.

"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 this 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 "F" 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 1st of each year during the term of this Agreement, or more often at the request of either Party, the inventory is to be updated based on a joint assessment by the LESSEE and the School Administrator, and if there are any changes to the inventory, Exhibit "F" 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, ordinary wear and tear excepted, 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 "F" shall be surrendered by LESSEE to LESSOR in accordance with Article XXII of this Agreement, and any damaged or missing items, ordinary wear and tear excepted, 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 DEMISED PREMISES or 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, and in such event the LESSOR'S liability shall be subject to the limitations of Section 768.28, Florida Statutes. LESSOR shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God. The provisions of this Article shall survive the expiration, or early termination or cancellation of this Agreement.

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, or permit the DEMISED PREMISES to be occupied by other persons, firms, corporations, or governmental units. Any assignment, sublet or otherwise, shall constitute a material breach under this Agreement, and may result, at LESSOR'S sole option, in the termination of this Agreement, as outlined in Article XVIII of this Agreement.

XVI.

EXTENSION OF LEASE TERM

This Article is intentionally deleted.

XVII.

CANCELLATION

In addition to the provisions of Articles XVIII and XXX, LESSEE and LESSOR shall each

have the right to cancel this Agreement at will, without cause or penalty, by giving the other Party written notice at least one hundred eighty (180) days prior to the effective date of said cancellation, provided that, if cancelled by LESSOR, the effective date of such cancellation does not fall during the regular school year, as defined in LESSOR'S official Elementary and Secondary School calendar.

The Parties acknowledge and agree that the cancellation, termination or expiration of the 2017 Grant Agreement shall automatically serve to cancel or terminate this Agreement by operation of law, without further action by or notice from either Party.

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 terminate this Agreement, without penalty, upon ten (10) days additional written notice to LESSEE 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 operate LESSEE'S Early Head Start Program on the DEMISED PREMISES for more than one-hundred twenty (120) consecutive days after the Commencement Date of this Agreement, (2) failure to comply with the Jessica Lunsford Act, (3) failure to comply with Article XXI of this Agreement regarding infrastructure improvements and regulatory compliance, (4) failure to pay taxes or special assessments as outlined in Article XXI of this Agreement, (5) 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 of this Agreement, (6) assignment or sublet of the DEMISED PREMISES, (7) failure to pay Operating Expenses, Additional Operating Expenses, the Underpayment Amount or any other expenses to LESSOR as provided for in this Agreement, and (8) use of the DEMISED PREMISES

for any reason not provided for in Article VI of this Agreement.

The LESSEE shall notify the LESSOR in writing regarding the LESSOR'S failure to perform or to comply with the terms and conditions of this Agreement. If the LESSOR fails to cure the default within thirty (30) days after receiving written notice or does not provide the LESSEE with a written response indicating the status of the 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, the LESSEE shall have the right to cancel this Agreement, without penalty, upon ten (10) days additional written notice to LESSOR.

Notwithstanding the above, in the event of a material breach on the part of LESSOR (as enumerated below), LESSOR shall have ten (10) days from receipt of notice from LESSEE to cure such material breach. In the event the LESSOR fails to cure the material breach within ten (10) days after receiving written notice, the LESSEE shall have the right to cancel this Agreement, without penalty, upon ten (10) days additional written notice to LESSOR. The following shall constitute a material breach on the part of LESSOR: unreasonable disruption or interference with LESSEE'S ability to operate its Early Head Start program at the DEMISED PREMISES.

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 DEMISES 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 the collection and payment of any taxes, fees or other assessments, including but not limited to sales tax and ad valorem tax, all licenses, permits or other taxes which may be imposed on the School or DEMISED PREMISES, as a result of the

leasing, use and occupancy of the DEMISED PREMISES by LESSEE.

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 with the provisions of this Article XXI 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 and at LESSEE'S sole cost and expense, to re-key locks changed by LESSEE, if any, back to the School's key system, and to remove signage installed by LESSEE, if any. Any improvements constructed by or caused to be constructed by LESSEE under the terms of this Agreement shall become the property of the LESSOR, and LESSEE shall convey title to all such improvements to LESSOR as necessary, 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.

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:

United Way of Miami-Dade
Carlos G. Molina, Chief Financial Officer
3250 SW 3rd Avenue
Miami FL 33129
cmolina@unitedwaymiami.org

With a copy to:

United Way of Miami-Dade
Gladys Montes

Vice-President Center for Excellence in Early Childhood Education
3250 SW 3rd Avenue
Miami FL 33129
montesq@unitedwaymiami.org

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 his/her designee shall be the party designated by the LESSOR to grant or deny any approvals under this Agreement relating to operational issues.

D. In addition to the above, the Superintendent of Schools shall be the party designated by the LESSOR to grant or deny any approvals under this Agreement, including authorizing construction within the DEMISED PREMISES, placing LESSEE in default and canceling or terminating the Agreement as provided herein.

E. 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 LESSOR and LESSEE, 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 with thirty (30) days advance 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. LESSEE'S obligation to pay rent and LESSEE'S proportionate share of Operating Expenses shall abate during the period beginning when LESSEE discontinues occupancy of the DEMISED PREMISES through the date the DEMISED PREMISES are rendered tenantable.

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 that event, LESSEE 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 LESSOR may, at its sole option, place the LESSEE in default.

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 DEMISED PREMISES, 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 on the DEMISED PREMISES or elsewhere on the School site, 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 caused by the LESSEE elsewhere on the School site, 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 or elsewhere on the School site, 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 LESSOR under those leases and to all financing that may now or hereafter affect the leases or 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. The 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.

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 DEMISED PREMISES and School site, 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. LESSEE'S corporate status shall remain active and in good standing throughout the term of this Agreement. LESSEE has full power to execute, deliver, and perform its obligations under this Agreement.

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.

Prior to commencement of this Agreement, 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 a 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.

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. PUBLICATIONS: Any publication or literature issued by LESSEE announcing its program at the DEMISED PREMISES shall be approved in writing by the LESSOR, or its designee, prior to issuance or publication of same, which approval will not be unreasonable withheld or delayed.
- I. COUNTERPARTS: This Agreement may be executed 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. 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 programs at the DEMISED PREMISES, prior to the Commencement Date of the Agreement.
- K. TAX-EXEMPT STATUS: In addition to the provisions of Article XXI of this Agreement, the LESSEE acknowledges and agrees that in the event the tax-exempt status of the DEMISED PREMISES 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 or other third party, 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 XVIII 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.
- L. FISCAL IMPACT: The Parties acknowledge and agree that this Agreement shall have no fiscal impact whatsoever on the LESSOR.
- M. REGULATORY AUTHORITY: It is expressly understood by the Parties that notwithstanding any provisions of this Agreement to the contrary, LESSOR retains all of its regulatory authority as a School Board and School District under Florida law and shall 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 LESSEE or be liable for the same. Furthermore, the School Board or the School District 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.

- N. SOVEREIGN IMMUNITY: No provision contained in this Agreement shall be deemed a waiver of the LESSOR'S sovereign immunity.
- O. SUPERVISION AND SECURITY: LESSEE acknowledges and agrees that, in the event LESSEE occupies and uses the DEMISED PREMISES during other than the School's hours of operation, as provided for under Article V hereof, LESSEE shall make any and all provisions which may be required to supervise its operations and provide security for LESSEE'S students, staff and invitees, at LESSEE'S sole cost and expense.
- P.

XL.

ENTIRE AGREEMENT

Except for the inter-relationship of this Agreement with the 2017 Grant 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

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
TREASURY MANAGEMENT ISSUES:**

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

Office of Treasury Management
Date: _____

School Board Attorney
Date: _____

WITNESSES AS TO LESSEE:

LESSEE:
UNITED WAY OF MIAMI-DADE, INC.

Print Name: _____

Print Name: _____

By: _____

Maria C. Alonso
Chief Executive Officer and President

Date: _____

EXHIBIT "A"
TO
LEASE AGREEMENT

COPY OF EXECUTED 2017 GRANT AGREEMENT

[consisting of ___ pages, including this title page]

[to be attached upon full execution of same]

EXHIBIT "B"
TO
LEASE AGREEMENT

DEMISED PREMISES

[consisting of ___ pages, including this title page]

[Location Map and List of Rooms to be attached prior to execution]

Exhibit "B"
(Continued)

LILLIE C. EVANS K-8 CENTER
1895 N.W. 95 STREET
MIAMI, FLORIDA

DEMISED PREMISES

LIST OF ROOMS:

Building 06: Rooms 002, 002A, 005, 005A, 006 and 006A

Portable Classroom: Rooms 102A, 102B, 102C, 102E and 102F in portable classroom bearing FISH #58-0102

Notes:

- (1) The room numbers listed herein correspond to the room numbers shown in LESSOR'S FISH drawings for Lillie C. Evans K-8 Center, last updated as of June 30, 2016.

OTHER:

LESSEE shall have non-exclusive use of the School parking lot located adjacent to Buildings 05 and 06.

Total square footage of DEMISED PREMISES: 3,486

EXHIBIT "C"
TO
LEASE AGREEMENT

CERTIFICATE OF OCCUPANCY, CERTIFICATE OF COMPLETION OR EQUIVALENT

[consisting of ___ pages, including this title page]

[to be attached upon completion of improvements and issuance of same by LESSOR]

EXHIBIT "D"
TO
LEASE AGREEMENT

ADDITIONAL DAYS

[consisting of ___ pages, including this title page]

[to be attached prior to the Commencement Date]

EXHIBIT "E"
TO
LEASE AGREEMENT

WORK

[consisting of ___ pages, including this title page]

[to be attached prior to execution]

EXHIBIT "F"
TO
LEASE AGREEMENT

INVENTORY OF FURNITURE, FIXTURES & EQUIPMENT

[consisting of ___ pages, including this title page]

[to be attached upon completion]

LEASE AGREEMENT
(ETHEL F. BECKFORD/ RICHMOND PLC)

THIS LEASE AGREEMENT ("Agreement"), made and entered as of June 1, 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 UNITED WAY OF MIAMI-DADE, 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 Ethel F. Beckford/Richmond Primary Learning Center, located at 16929 S.W. 104 Avenue, Miami-Dade County, Florida, inclusive of all classrooms, parking and ancillary spaces ("School");

WHEREAS, the LESSOR and LESSEE entered into that certain Lease Agreement, dated July 8, 2015, to allow the LESSEE to use 6,973 square feet of classroom, office and ancillary space at the School ("Initial Demised Premises") for the operation of LESSEE'S Early Head Start program (the "2015 Lease Agreement"); and

WHEREAS, LESSOR and LESSEE also entered into that certain Early Head Start Child Care Partnership Grant Agreement, dated July 22, 2015 ("2015 Grant Agreement"), which provides for LESSEE to lease the Initial Demised Premises from the LESSOR for the duration of the 2015 Grant Agreement and renewals thereof, if any, as well as a funding award to the LESSOR for the design and construction of certain interior improvements within the Initial Demised Premises; and

WHEREAS, LESSOR and LESSEE entered into a subsequent Building Blocks for Infant and Toddler Education, Early Head Start Child Care Partnership Grant Agreement, dated as of June 1, 2017, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof ("2017 Grant Agreement"), which provides for LESSEE to lease additional space from the LESSOR at the School for the duration of the 2017 Grant Agreement and renewals thereof, if any, as well as the provision of grant funding for the design and construction of interior improvements within the additional space; and

WHEREAS, LESSEE is desirous of leasing from LESSOR and LESSOR is desirous of leasing to LESSEE additional space within the School, as more particularly described below, for

the operation of an Early Head Start program and associated administrative offices, 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. 118,997, at its meeting of August 9, 2017; and

WHEREAS, LESSEE has authorized all signatories to this Agreement, at a meeting duly noticed, held on _____, 2017 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 3,378 square feet, to be used as classroom and office space, as well as non-exclusive use of the two School parking lots, as more particularly described in Exhibit "B" attached hereto and made a part hereof (the "DEMISED PREMISES"). In addition and in conformance with Article XXXII, LESSEE, its invitees and guests, shall have the right to access common, non-secure areas of the School, as a means of ingress and egress to and from the parking lots, office and classroom areas.

LESSEE may, 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, pursuant to Article XXIX hereof, of the requested additional or reduced area LESSEE proposes to use and occupy, at least one hundred twenty (120) days prior to the effective date of such proposed modification, for review and consideration by the Superintendent of Schools ("Superintendent"), and subject to approval by The School Board of Miami-Dade County, Florida ("School Board"), in its sole discretion and in compliance with all applicable laws, including without limitation Section 1013.15(1), Florida Statutes. In the event the request for modification of the DEMISED PREMISES is approved by the School Board, the Parties agree that

any changes to the DEMISED PREMISES shall be accomplished through an amendment to this Agreement, in conformance with the provisions of Article XXIII.

Subsequent to such an amendment, Exhibit "B" shall be modified, and such modified Exhibit "B" 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, as amended.

III.

TERM

This Agreement shall be effective as of June 1, 2017 (the "Effective Date"). Effective with the Effective Date, and receipt by LESSOR from LESSEE of the funding specified in Article VII, LESSOR shall commence constructing interior improvements within the DEMISED PREMISES, and other activities directly related thereto, all as described in Article VII of this Agreement. Notwithstanding this provision, upon the mutual agreement of the Parties, and at the sole risk of LESSEE, LESSEE may advance a portion of the 2017 Grant Agreement funds in an amount sufficient for LESSOR to initiate design activities related to the construction of certain improvements within the DEMISED PREMISES as set forth in Article VII of this Agreement.

The term of this Agreement shall commence upon the issuance of a Certificate of Occupancy, Certificate of Completion, or equivalent by the LESSOR'S Building Department for the improvements within the DEMISED PREMISES, which document(s) shall be attached hereto and made a part hereof as Exhibit "C" (hereinafter referred to as the "Commencement Date"), and this Agreement shall expire at 11:59 pm on July 31, 2032, unless terminated sooner as provided for in this Agreement. LESSEE acknowledges and agrees that LESSEE'S occupancy and use of the DEMISED PREMISES for the operation of its Early Head Start program shall not commence until the Commencement Date of this Agreement as defined hereinabove.

Notwithstanding the foregoing, given that LESSEE'S operations at the DEMISED PREMISES is contingent upon grant funding sources, LESSEE shall have the right to request an expansion of or decrease to its area of occupancy within the DEMISED PREMISES, in conformance with Article II of 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 throughout the term of this Agreement.

As further set forth in Articles VIII, IX and XI, LESSEE agrees to pay to LESSOR, LESSEE'S proportionate share of operating expenses associated with the School, which includes, but is not limited to routine building and grounds maintenance, trash pick-up, utilities and LESSOR'S property insurance ("**Operating Expenses**"). Notwithstanding the foregoing, the Parties acknowledge and agree that LESSEE has elected to be solely responsible for securing and providing its own custodial and janitorial services to the DEMISED PREMISES, at LESSEE'S sole cost and expense.

LESSEE'S proportionate share of Operating Expenses shall be calculated as follows: (1) proportionate share of all utility costs of the School based on the total square footage occupied by LESSEE within the School, (2) proportionate share of all maintenance costs of the School based on the total square footage occupied by LESSEE within the School, less fifty percent (50%) of the per square foot amount of maintenance costs for the School, as set forth in Article VIII of this Agreement, and (3) proportionate share of LESSOR'S property insurance costs based on the total square footage occupied by LESSEE within the School.

The amount of Operating Expenses for the period beginning on the Commencement Date and ending June 30, 2018 ("**Initial Payment Term**") will be based on actual fiscal year 2016-2017 expenses, in the amount of \$4.68 per square foot. Accordingly, starting on the Commencement Date, LESSEE shall pay LESSOR the annual amount of \$15,809.04 in Operating Expenses, payable in monthly installments of \$1,317.42 throughout the Initial Payment Term. Effective July 1, 2018, and on July 1st of each year thereafter during the term of this Agreement, 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 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 the Underpayment Amount to LESSOR within sixty (60) days of receipt of the invoice from LESSOR. In the event of an overpayment by LESSEE, 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.

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, the total unpaid amount due shall bear late fee interest which LESSEE shall be required to pay to LESSOR, calculated as the Prime Rate, as published in the Wall Street Journal in the week where the default takes place, plus five (5) percent, for each and every month that the past due amount remains unpaid. Failure of LESSEE to make timely payments and/or failure to pay the past due amount or late fees after written notice from the LESSOR shall constitute a material breach under this Agreement, and may result, at the LESSOR'S sole option, in the termination of this Agreement, in accordance with Article XVIII of this Agreement.

V.

ADDITIONAL DAYS

Prior to the Commencement Date and no later than July 1st of each subsequent year throughout the term of this Agreement, LESSEE shall provide LESSOR or its designee with a written list of the days LESSEE seeks to use the DEMISED PREMISES during periods when the School would otherwise be closed (i.e. Saturdays, Sundays and Holidays, or as otherwise

established on an annual basis in the LESSOR'S official Elementary and Secondary School Calendar), if any ("**Additional Days**"). LESSEE may also make additional requests for such use, from time to time and on an infrequent basis. LESSOR or its designee shall review LESSEE'S request, and shall notify LESSEE as to which Additional Days, if any, have been approved, within thirty (30) days of receipt of LESSEE'S request, and such approved list of Additional Days shall be attached to this Agreement as Exhibit "D" and made a part hereof. On an annual basis or as otherwise required, Exhibit "D" shall be amended, and such amended Exhibit "D" shall thenceforth remain in effect until such time as it may be further amended.

LESSEE agrees to pay LESSOR for the cost of operating the HVAC system during the Additional Days, as well as any staff overtime or any other related expenses incurred by LESSOR due to LESSEE'S use and occupancy of the space ("**Additional Operating Expenses**"). The Additional Operating Expenses for the period ending June 30, 2018 will be established subsequent to LESSOR'S review of the actual costs incurred to operate the HVAC system at the School during fiscal year 2016-2017, as well as the School Administrator's cost estimate for staff overtime or other School based expenses. The total amount of Additional Operating Expenses enumerated in Exhibit "D" shall be paid to LESSOR by LESSEE either: (1) in one lump sum payment, or (2) on a monthly basis, starting on the Commencement Date, and on the first day of each month thereafter. The payment of Additional Operating Expenses will be in addition to LESSEE'S payment of Operating Expenses to the LESSOR as enumerated in Article IV hereinabove, and shall be remitted to the LESSOR via a separate check.

Effective July 1, 2018, and on July 1st of each year thereafter, the amount of Additional Operating Expenses shall be based upon the preceding year's reported actual daily cost to operate the applicable systems at the School. At such time as LESSOR establishes the Additional Operating Expenses, an adjustment will be made to LESSEE'S next monthly installment of Additional Operating Expenses to LESSOR to rectify any over or under payment of same, as described hereinbelow. In addition, should the number of Additional Days increase or decrease from the number reflected in Exhibit "D", payment by LESSEE shall be adjusted accordingly on an annual basis.

Effective July 1, 2018, and on July 1st of each year thereafter during the term of this Agreement, LESSOR shall evaluate the Additional Operating Expenses actually incurred by LESSOR during the subject term, and use said evaluation to establish the Additional Operating Expenses for any subsequent term, if so exercised. 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 forward a credit statement for the amount of overpayment to LESSEE, and the amount of LESSEE'S next monthly payment(s) of Additional Operating Expenses shall be reduced by the amount of the credit statement.

All payments of Additional Operating Expenses shall be made payable to **The School Board of Miami-Dade County, Florida**, and shall be remitted, without demand, via a separate check, 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 Additional Operating Expenses or any underpayment amounts 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 five (5) percent, for each and every month that the past due amount remains unpaid. Failure of LESSEE to make timely payments and/or failure to pay the past due amount or late fees after written notice from the LESSOR shall constitute a material breach under this Agreement, and may result, at the LESSOR'S sole option, in the termination of this Agreement, in accordance with Article XVIII of this Agreement.

VI.

USE OF DEMISED PREMISES

The DEMISED PREMISES as identified in Exhibit "B" shall be used solely by LESSEE for the operation of an Early Head Start Program and general office administrative 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 lots and any other common areas within the School, and as further stipulated in Article V of this Agreement, the LESSEE shall have full control, custody, right and use of the DEMISED PREMISES from 7:30 a.m. to 5:30 p.m., Monday through Friday, throughout the term of this Agreement. LESSEE may however, coordinate with the School Administrator for access to the DEMISED PREMISES during times before or after the foregoing, on an as needed basis. LESSEE shall be permitted to access other portions of the School facility (e.g. the School Cafeteria and Media Center), subject to securing prior permission from, and coordinating with, the School Administrator. Notwithstanding the foregoing, LESSEE acknowledges and agrees that LESSEE shall not have access to the DEMISED PREMISES during such periods that the School is closed, except as otherwise provided for in Article V of this Agreement.

LESSEE may, with the approval of the School Administrator and in conformance with all applicable fire and safety codes, and at LESSEE'S sole cost and expense, re-key the locks within the DEMISED PREMISES, with the exception of any locks used to access the parking lots, in which event LESSEE shall immediately provide LESSOR with a set of keys to same.

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 LESSEE, LESSOR (including LESSOR'S Policies), COUNTY, STATE, or FEDERAL GOVERNMENT upon the DEMISED PREMISES.

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. The LESSEE shall secure and lock all doors and gates

within the School's common areas used to access the DEMISED PREMISES, as required, at the completion of LESSEE's daily use of the DEMISED PREMISES.

LESSEE covenants and agrees that the School Administrator shall have overall responsibility for any School site operational issues, and LESSEE shall comply with all such requirements established, and shall coordinate with the School Administrator on an ongoing basis to assure the safety of students, staff, visitors, invitees and the public at all times. LESSEE shall coordinate with the School Administrator in its use of the DEMISED PREMISES or any other portions of the School campus for any special events and functions it may host, as well as any scheduled visits to the School due to monitoring or auditing of its program by local, State or Federal agencies.

VII.

CONSTRUCTION OF IMPROVEMENTS

Subsequent to the Effective Date of this Agreement, the LESSEE shall provide to LESSOR the sum of One Hundred Sixteen Thousand Four Hundred Sixty Dollars (\$116,460), which funds shall be used by LESSOR to design and construct the interior improvements to the DEMISED PREMISES, as substantially set forth in Exhibit "E", attached hereto and made a part hereof (all such improvements are collectively referred to herein as the "Work"). Notwithstanding the foregoing, upon the mutual agreement of the Parties, and at the sole risk of LESSEE, LESSEE may advance a portion of the 2017 Grant Agreement funds prior to the Effective Date of this Agreement, in an amount sufficient for LESSOR to initiate design activities related to the construction of certain improvements within the DEMISED PREMISES as set forth in Article VII of this Agreement. Any substantive change to the proposed improvements shall be as mutually approved by the LESSOR and LESSEE. All Work will be done by LESSOR at LESSEE'S sole cost and expense. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the Miami-Dade County Public School's ("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 prepared by the LESSOR.

Other than as set forth in Article III of this Agreement, it is expressly understood by the Parties that LESSOR 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 the funds noted above. It is further acknowledged and agreed that any of the above

referenced funds provided by LESSEE for the design and construction of the Work, that remain after all financial obligations related to the Work have been completed, shall be returned to LESSEE by LESSOR.

In addition to the Work to be constructed by LESSOR as a part of LESSEE'S initial occupancy of the DEMISED PREMISES, in the event LESSEE wishes to make any other interior improvements within the DEMISED PREMISES during the term of this Agreement ("**Additional Improvements**"), LESSEE shall provide the LESSOR with a written request detailing the proposed improvements to be made, which the LESSOR or its designee may approve or disapprove at its sole authority. Any such Additional Improvements shall be at the sole cost and expense of LESSEE, and 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 District design criteria and standards, as the same may be amended from time to time. In addition, all terms of this Agreement, as it may be amended, relating to the construction and operation of the Work, shall govern the construction and operation of said Additional Improvements. Notwithstanding the foregoing, LESSEE acknowledges and agrees that any Additional Improvements to any other portions of the DEMISED PREMISES or School, including without limitation, the School parking lots, playfield or open areas, or other exterior common areas, may not take place without an amendment to this Agreement in full compliance with Section 1013.15(1), F.S., specifically modifying the description and use of the DEMISED PREMISES.

In the alternative, LESSEE may provide written Notice to LESSOR in accordance with Article XXXIX, requesting LESSOR to make certain Additional Improvements, alterations or repairs within the DEMISED PREMISES, at LESSEE'S sole cost and expense. LESSEE'S Notice shall set forth the requested improvements, which LESSOR or its designee, in its sole authority, may or may not choose to pursue. Prior to the commencement of any improvements, LESSOR shall provide the LESSEE with a written cost estimate for the requested improvements, and a proposed schedule for completion of the work. Subsequent to receipt by LESSOR of a written notice from LESSEE of its election to proceed, the Parties shall execute an amendment to this Agreement setting forth the terms and conditions of the project. LESSEE acknowledges and agrees that prior to LESSOR entering into any design or construction contracts, or commencing any design or construction activities, LESSEE shall provide LESSOR with the full amount of the funds necessary to cover all project costs (i.e. "soft costs" including, but not limited to architectural and engineering services, geotechnical and environmental testing, surveys, etc., and "hard costs"

including, but not limited to construction services, test and balance reports, etc.).

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. All such maintenance services will be provided in compliance with the LESSOR'S standards, operating procedures and frequency of service. The Parties acknowledge and agree that, given the nature of LESSEE'S operations at the School, and limited use by LESSEE of a number of on-site amenities such as the playfield, LESSEE shall reimburse LESSOR for LESSEE'S proportionate share of the cost of maintenance services, less fifty percent (50%) of the per square foot amount of maintenance costs for the School, as its portion of the Operating Expenses, as outlined in Article IV of this Agreement.

The Parties acknowledge and agree that the LESSOR shall have no responsibility for providing any custodial or janitorial services to the DEMISED PREMISES. LESSEE shall be solely responsible for securing and providing its own custodial and janitorial services to the DEMISED PREMISES, at LESSEE'S sole cost and expense, as set forth in Article IV of this Agreement.

IX.

INSURANCE

The LESSEE shall, on or before the Commencement Date of this Agreement, provide the LESSOR with proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance in accordance with the applicable laws of the State of Florida.

B. Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Personal and Advertising Injury
- \$ 1,000,000 Each Occurrence

LESSEE shall name the LESSOR as an additional insured on a form no more restrictive than the CG20 10.

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Agreement. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Occurrence - Bodily Injury and Property

D. Property Insurance covering LESSEE'S contents within the DEMISED PREMISES.

"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 this 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 "F" 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 1st of each year during the term of this Agreement, or more often at the request of either Party, the inventory is to be

updated based on a joint assessment by the LESSEE and the School Administrator, and if there are any changes to the inventory, Exhibit "F" 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, ordinary wear and tear excepted, 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 "F" shall be surrendered by LESSEE to LESSOR in accordance with Article XXII of this Agreement, and any damaged or missing items, ordinary wear and tear excepted, 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 DEMISED PREMISES or 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, and in such event the LESSOR'S liability shall be subject to the limitations of Section 768.28, Florida Statutes. LESSOR shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God. The provisions of this Article shall survive the expiration, or early termination or cancellation of this Agreement.

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, or permit the DEMISED PREMISES to be occupied by other persons, firms, corporations, or governmental units. Any

assignment, sublet or otherwise, shall constitute a material breach under this Agreement, and may result, at LESSOR'S sole option, in the termination of this Agreement, as outlined in Article XVIII of this Agreement.

XVI.

EXTENSION OF LEASE TERM

This Article is intentionally deleted.

XVII.

CANCELLATION

In addition to the provisions of Articles XVIII and XXX, LESSEE and LESSOR shall each have the right to cancel this Agreement at will, without cause or penalty, by giving the other Party written notice at least one hundred eighty (180) days prior to the effective date of said cancellation, provided that, if cancelled by LESSOR, the effective date of such cancellation does not fall during the regular school year, as defined in LESSOR'S official Elementary and Secondary School calendar.

The Parties acknowledge and agree that the cancellation, termination or expiration of the 2017 Grant Agreement shall automatically serve to cancel or terminate this Agreement by operation of law, without further action by or notice from either Party.

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 terminate this Agreement, without penalty, upon ten (10) days additional written notice to LESSEE 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 operate LESSEE'S Early Head

Start Program on the DEMISED PREMISES for more than one-hundred twenty (120) consecutive days after the Commencement Date of this Agreement, (2) failure to comply with the Jessica Lunsford Act, (3) failure to comply with Article XXI of this Agreement regarding infrastructure improvements and regulatory compliance, (4) failure to pay taxes or special assessments as outlined in Article XXI of this Agreement, (5) 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 of this Agreement, (6) assignment or sublet of the DEMISED PREMISES, (7) failure to pay Operating Expenses, Additional Operating Expenses, the Underpayment Amount or any other expenses to LESSOR as provided for in this Agreement, and (8) use of the DEMISED PREMISES for any reason not provided for in Article VI of this Agreement.

The LESSEE shall notify the LESSOR in writing regarding the LESSOR'S failure to perform or to comply with the terms and conditions of this Agreement. If the LESSOR fails to cure the default within thirty (30) days after receiving written notice or does not provide the LESSEE with a written response indicating the status of the 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, the LESSEE shall have the right to cancel this Agreement, without penalty, upon ten (10) days additional written notice to LESSOR.

Notwithstanding the above, in the event of a material breach on the part of LESSOR (as enumerated below), LESSOR shall have ten (10) days from receipt of notice from LESSEE to cure such material breach. In the event the LESSOR fails to cure the material breach within ten (10) days after receiving written notice, the LESSEE shall have the right to cancel this Agreement, without penalty, upon ten (10) days additional written notice to LESSOR. The following shall constitute a material breach on the part of LESSOR: unreasonable disruption or interference with LESSEE'S ability to operate its Early Head Start program at the DEMISED PREMISES.

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 DEMISES 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 the collection and payment of any taxes, fees or other assessments, including but not limited to sales tax and ad valorem tax, all licenses, permits or other taxes which may be imposed on the School or DEMISED PREMISES, as a result of the leasing, use and occupancy of the DEMISED PREMISES by LESSEE.

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 with the provisions of this Article XXI 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 and at LESSEE'S sole cost and expense, to re-key locks changed by LESSEE, if any, back to the School's key system, and to remove signage installed by LESSEE, if any. Any improvements constructed by or caused to be constructed by LESSEE under the terms of this Agreement shall become the property of the LESSOR, and LESSEE shall convey title to all such improvements to LESSOR as necessary, 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.

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: arjio@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:

United Way of Miami-Dade
Carlos G. Molina, Chief Financial Officer
3250 SW 3rd Avenue
Miami FL 33129
cmolina@unitedwaymiami.org

With a copy to:

United Way of Miami-Dade
Gladys Montes
Vice-President Center for Excellence in Early Childhood Education
3250 SW 3rd Avenue
Miami FL 33129
montesg@unitedwaymiami.org

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 his/her designee shall be the party designated by the LESSOR to grant or deny any approvals under this Agreement relating to operational issues.

D. In addition to the above, the Superintendent of Schools shall be the party designated by the LESSOR to grant or deny any approvals required under this Agreement, including authorizing construction within the DEMISED PREMISES, placing LESSEE in default, and canceling or terminating the Agreement as provided herein.

E. 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 LESSOR and LESSEE, 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 with thirty (30) days advance 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. LESSEE'S obligation to pay rent and LESSEE'S proportionate share of Operating Expenses shall abate during the period beginning when LESSEE discontinues occupancy of the DEMISED PREMISES through the date the DEMISED PREMISES are rendered tenantable.

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 that event, LESSEE 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 LESSOR may, at its sole option, place the LESSEE in default.

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 DEMISED PREMISES, 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 on the DEMISED PREMISES or elsewhere on the School site, 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 caused by the LESSEE elsewhere on the School site, 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 or elsewhere on the

School site, 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 LESSOR under those leases and to all financing that may now or hereafter affect the leases or 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. The 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.

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 DEMISED PREMISES and School site, 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. LESSEE'S corporate status shall remain active and in good standing throughout the term of this Agreement. LESSEE has full power to execute, deliver, and perform its obligations under this Agreement.

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.

Prior to commencement of this Agreement, 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 a 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.

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. PUBLICATIONS: Any publication or literature issued by LESSEE announcing its program at the DEMISED PREMISES shall be approved in writing by the LESSOR, or its designee, prior to issuance or publication of same, which approval will not be unreasonable withheld or delayed.
- I. COUNTERPARTS: This Agreement may be executed 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. 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 programs at the DEMISED PREMISES, prior to the Commencement Date of the Agreement.
- K. TAX-EXEMPT STATUS: In addition to the provisions of Article XXI of this Agreement, the LESSEE acknowledges and agrees that in the event the tax-exempt status of the DEMISED PREMISES 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 or other third party, 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 XVIII 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.

- L. FISCAL IMPACT: The Parties acknowledge and agree that this Agreement shall have no fiscal impact whatsoever on the LESSOR.
- M. REGULATORY AUTHORITY: It is expressly understood by the Parties that notwithstanding any provisions of this Agreement to the contrary, LESSOR retains all of its regulatory authority as a School Board and School District under Florida law and shall 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 LESSEE or be liable for the same. Furthermore, the School Board or the School District 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.
- N. SOVEREIGN IMMUNITY: No provision contained in this Agreement shall be deemed a waiver of the LESSOR'S sovereign immunity.
- O. SUPERVISION AND SECURITY: LESSEE acknowledges and agrees that, in the event LESSEE occupies and uses the DEMISED PREMISES during other than the School's hours of operation, as provided for under Article V hereof, LESSEE shall make any and all provisions which may be required to supervise its operations and provide security for LESSEE'S students, staff and invitees, at LESSEE'S sole cost and expense.

XL.

ENTIRE AGREEMENT

Except for the inter-relationship of this Agreement with the 2017 Grant 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

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
TREASURY MANAGEMENT ISSUES:**

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

Office of Treasury Management
Date: _____

School Board Attorney
Date: _____

WITNESSES AS TO LESSEE:

LESSEE:
UNITED WAY OF MIAMI-DADE, INC.

Print Name: _____

Print Name: _____

By: _____
Maria C. Alonso
Chief Executive Officer and President
Date: _____

EXHIBIT "A"
TO
LEASE AGREEMENT

COPY OF EXECUTED 2017 GRANT AGREEMENT

[consisting of ___ pages, including this title page]

[to be attached upon full execution of same]

EXHIBIT "B"
TO
LEASE AGREEMENT

DEMISED PREMISES

[consisting of ____ pages, including this title page]

[Location Map and List of Rooms to be attached prior to execution]

Exhibit "B"
(Continued)

ETHEL F. BECKFORD/RICHMOND PRIMARY LEARNING CENTER
16929 S.W. 104 AVENUE
MIAMI, FLORIDA

DEMISED PREMISES

LIST OF ROOMS:

Building 02: Rooms 002 and 002A

Building 10: Rooms 007, 007A, 007B, 008 and 008A

Notes:

- (1) The room numbers listed herein correspond to the room numbers shown in LESSOR'S FISH drawings for Ethel F. Beckford/Richmond Primary Learning Center, last updated as of October 10, 2016.

OTHER:

LESSEE shall have non-exclusive use of the two (2) School parking lots.

Total square footage of DEMISED PREMISES: 3,378

EXHIBIT "C"
TO
LEASE AGREEMENT

CERTIFICATE OF OCCUPANCY, CERTIFICATE OF COMPLETION OR EQUIVALENT

[consisting of ___ pages, including this title page]

[to be attached upon completion of improvements and issuance of same by LESSOR]

EXHIBIT "D"
TO
LEASE AGREEMENT

ADDITIONAL DAYS

[consisting of ____ pages, including this title page]

[to be attached prior to the Commencement Date]

EXHIBIT "E"
TO
LEASE AGREEMENT

WORK

[consisting of ___ pages, including this title page]

[to be attached prior to execution]

EXHIBIT "F"
TO
LEASE AGREEMENT

INVENTORY OF FURNITURE, FIXTURES & EQUIPMENT

[consisting of ___ pages, including this title page]

[to be attached upon completion]