

Office of Facilities Design and Construction
Raul F. Perez, Chief Facilities Design & Construction Officer

SUBJECT: AUTHORIZATION TO APPROVE THE EXTENSION OF THE TERM OF THE LEASE AGREEMENT AND THE GROUND LEASE AGREEMENT BETWEEN THE SCHOOL BOARD AND THE MIAMI BOARDING SCHOOL, INC. (D/B/A THE SEED SCHOOL OF MIAMI), A DISTRICT-MANAGED CHARTER SCHOOL, TO JUNE 30, 2036

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES

Background

Since August 2017, The Miami Boarding School, Inc., a Florida not-for-profit corporation, d/b/a The Seed School of Miami (“SEED”), a District-Managed Charter School, has occupied a substantial portion of the former Westview Middle School facility (“School”), located at 1901 N.W. 127 Street, unincorporated Miami-Dade County, Florida, to operate a college-preparatory, public boarding school for at risk youth. SEED operates its program at the site under two (2) separate agreements with the Board: (1) a Lease Agreement (“Lease Agreement”) for use by SEED of classrooms, offices, and other ancillary space within the School buildings for the non-residential educational component of its program; and (2) a Ground Lease Agreement (“Ground Lease”) for use by SEED of a portion of the School’s open playfield area for the construction and operation of the residential component of its program. The current term of both the Lease Agreement and the Ground Lease expires on June 30, 2029, and the Agreements may only be extended, at the mutual agreement of the parties, for the period running concurrently with, and not to exceed, SEED’s approved Charter School Contract (“Charter Contract”).

SEED has approached the District with a request to extend its Charter Contract to June 30, 2036, which the Board will consider as a part of Agenda Item D-65 at its meeting of August 16, 2023. Concurrent with its request to extend the Charter Contract, SEED is asking for an extension of the terms of both the Lease Agreement and Ground Lease. Subject to Board authorization to extend the Charter Contract to June 30, 2036, it is recommended that the Lease Agreement and Ground Lease also be extended to June 30, 2036. In addition to extending the term of both Agreements, certain additional modifications are also required, as set forth below. Extension of the lease term and

additional modifications will require an amendment to both the Lease Agreement and Ground Lease.

Proposed Amendments to the Lease Agreement and Ground Lease

The Chief Operating Officer, District Operations, recommends amending the Lease Agreement and the Ground Lease with SEED to extend the term of both Agreements to June 30, 2036, and to make other required modifications. Accordingly, it is recommended that the Lease Agreement and the Ground Lease be amended, substantially, as follows:

Proposed Lease Amendment

- in conformance with, and contingent upon, the Board's approval to extend SEED's Charter Contract term to June 30, 2036, the term of the Lease Agreement shall be extended to June 30, 2036;
- the description of the space currently occupied and used by SEED within the School ("Demised Premises") shall be updated to reflect the date of actual occupancy and use, with a concurrent adjustment to SEED's proportionate share of Operating Expenses (i.e. utilities, maintenance, property insurance);
- although specifically set forth in the Lease Agreement as shared space, SEED currently is the sole occupant and user of the Dining Area and Dining Area Restrooms. So as to establish a mechanism to address future District needs, on an annual basis, but no later than May 1st of each year, the District, at its sole option, not to be unreasonably enforced, shall notify SEED in writing of its need for the Dining Area and Dining Area Restrooms for the upcoming school year. In the event the District provides such notice, the District shall assume occupancy and use of these facilities effective August 1st of that year or as otherwise agreed to by the parties, but in no event later than one week prior to the start of the District's first day of school, as established each year in the District's approved Elementary and Secondary School Calendar. Use of the Dining Area and Dining Area Restrooms shall thenceforth be shared in conformance with the schedule established by the parties from time to time.

All other terms and conditions of the Lease Agreement will remain unchanged, including:

- the Lease Agreement shall terminate concurrent with the cancellation or expiration of SEED's approved Charter Contract;
- the Lease Agreement may be extended, by mutual agreement of the Parties, for the period running concurrent with, and not to exceed, SEED'S approved Charter Contract, provided SEED is operating its educational program and residential program at the School under the Lease Agreement and Ground Lease, respectively;

- rent at \$1 per year, with SEED to reimburse the Board for its proportionate share of Operating Expenses for the School;
- in the event of damage or destruction of all or portions of the Demised Premises, SEED may cancel the Lease Agreement. If SEED fails to cancel the Lease Agreement, the Board, at its sole option, may either cancel the Lease Agreement or make the necessary repairs, at the Board's expense;
- in addition to damage and destruction of the Demised Premises, SEED may cancel the Lease Agreement without penalty, in the event of any of the following occurrences: (1) 90 days advance notice, (2) in the event of default by the Board, which default is not cured, and (3) upon 30 days' notice if its Charter authorization is not renewed or if the State budget allocation for its residential program and educational program is materially reduced;
- The Board may cancel the Lease Agreement only in the event of an uncured default by SEED.

Proposed Ground Lease Amendment

- In conformance with, and contingent upon, the Board's approval to extend SEED's Charter Contract term to June 30, 2036, the term of the Ground Lease shall be extended to June 30, 2036.

All other terms and conditions of the Ground Lease will remain unchanged, including:

- the Ground Lease shall terminate concurrent with the cancellation or expiration of SEED's approved Charter Contract;
- the Ground Lease may be extended, by mutual agreement of the Parties, for the period running concurrent with, and not to exceed, SEED'S approved Charter Contract, provided SEED is operating its educational program and residential program at the School under the Lease Agreement and Ground Lease, respectively;
- SEED shall continue to pay an annual rent to the Board, as consideration for use and occupancy of the Demised Premises;
- in the event of damage or destruction of all or portions of the Demised Premises, SEED may cancel the Lease Agreement or make the necessary repairs, at SEED's expense;

- the Demised Premises may only be used for the construction of up to four (4) residential modular units with a combined maximum total capacity of 400 student beds and accompanying staff apartments, 2,000 square feet of office space and 2,000 square feet of storage space, as well as ancillary improvements, such as concrete walkways, fencing and gates, and all utility hookups;
- in addition to damage and destruction of the Demised Premises, SEED may cancel the Ground lease without penalty, in the event of any of the following occurrences: (1) 90 days advance notice, (2) in the event of default by the Board, which default is not cured, and (3) upon 30 days' notice if its Charter authorization is not renewed or if the State budget allocation for its residential program and educational program is materially reduced;
- The Board may cancel the Ground Lease only in the event of an uncured default by SEED;
- SEED shall surrender the Demised Premises to the Board, at the expiration, termination or cancellation of the Ground Lease in as good condition as existed on the effective date of the Ground Lease, ordinary wear and tear excepted, including removal of all personal property and other items belonging to SEED. Any improvements constructed within the Demised Premises pursuant to the Ground Lease shall be removed and the area restored to the same or better condition as previously existed, at SEED's sole cost and expense;
- in the event of damage or destruction of all or portions of the Demised Premises, SEED may either cancel the Ground Lease, or repair or replace the damaged facilities, at SEED's expense;
- SEED, at SEED's expense, shall be responsible for all maintenance, repair, and upkeep of the Demised Premises, including all improvements located or constructed thereon under the Ground Lease, and for routine upkeep such as garbage and litter disposal at the Demised Premises, as well as custodial or janitorial services.

The proposed Lease Amendment and Ground Lease Amendment documents have been reviewed and approved for legal sufficiency by the School Board Office of the General Counsel, as well as reviewed by the Office of Risk and Benefits Management, and found to be in compliance with risk management requirements. A copy of the proposed Lease Amendment (Exhibit "A") and Ground Lease Amendment (Exhibit "B") is attached hereto in final form.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute amendments to the Lease Agreement and the Ground Lease Agreement between the School Board and The Miami Boarding School, Inc. (d/b/a The Seed School of Miami), a District-managed Charter School, to extend the lease term of both the Lease Agreement and the Ground Lease to June 30, 2036, in conformance with, and contingent upon, the School Board's approval to extend SEED's Charter Contract term to June 30, 2036; and substantially in conformance with the other terms and conditions set forth in the agenda item.

Exhibit "A"

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "**First Amendment**") is made and entered into this _____ day of _____, 20____, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (hereinafter referred to as the "**Lessor**"), and THE MIAMI BOARDING SCHOOL, INC., a Florida not for profit corporation d/b/a THE SEED SCHOOL OF MIAMI (hereinafter referred to as the "**Lessee**"). The Lessor and Lessee are sometimes referred to in this First Amendment individually as "**Party**" and collectively as the "**Parties.**"

WITNESSETH

WHEREAS, the Lessor owns and has under its jurisdiction certain real property known as the former Westview Middle School, located at 1901 N.W. 127th Street, Miami-Dade County, Florida, more particularly described as a portion of Folio # 30-2127-000-0140 ("**School**"); and

WHEREAS, the Lessor and Lessee entered into that certain Lease Agreement, dated August 17, 2017 ("**Agreement**"), to allow the Lessee to use classroom, office and other ancillary space within the School exclusively for the operation of the non-residential educational component of Lessee's college-preparatory, public boarding charter school for at-risk youth (the "**Educational Program**"); and

WHEREAS, Lessee acknowledges that, under the Agreement, Lessee covenants and agrees to accept the DEMISED PREMISES (as such term is defined in the Agreement) in its "as-is", "where-is" condition and basis with all faults as of the Effective Date of the Agreement. Lessee further acknowledges that Lessor's maintenance responsibilities under the Agreement include only routine building and grounds maintenance and, given Lessee's exclusive occupancy and use of the DEMISED PREMISES, Lessor shall not be responsible for any capital costs in excess of routine building and grounds maintenance, including but not limited to roof replacement/non-routine repair, elevator replacement/non-routine repair, and HVAC replacement/non-routine repair; and

WHEREAS, effective July 1, 2021, Lessor and Lessee entered into a Charter School Contract (the "**Charter Contract**"), which provides that an extension of the Charter Contract to June 30, 2036, will be considered if the Lessee can secure a location lease that expires no earlier than June 30, 2036; and

WHEREAS, subject to Lessee securing the extension to the Charter Contract to June 30, 2036, the Lessor and Lessee are desirous of entering into this First Amendment to provide for non-exclusive use of the Dining Room (as defined herein) within the School by Lessee, and to extend the term of the Agreement to June 30, 2036, as more specifically set forth below; and

WHEREAS, The School Board of Miami-Dade County, Florida, has authorized this First Amendment in accordance with Board Action No. _____, at its meeting of _____, 20____; and

WHEREAS, Lessee has authorized all signatories to this First Amendment, at a meeting duly noticed, held on _____, 20____ in accordance with its By-Laws and regulations and at which meeting a quorum was present, to execute this First Amendment on its behalf, and a duly executed Resolution by Lessee's Governing Board is attached hereto and made a part hereof as **Exhibit "E"**.

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Article II (DEMISED PREMISES AND EXPANSION OR REDUCTION OF USE) of the Agreement is hereby deleted in its entirety and replaced with the following language:

“Effective with the First Amendment Effective Date, LESSEE shall lease from LESSOR a portion of the School, consisting of approximately 74,002 square feet of space, and as more particularly described in **Exhibit “B-1”** attached hereto and made a part hereof (“the **“DEMISED PREMISES”**). Notwithstanding the above, the Parties acknowledge and agree that (1) LESSEE occupied and used rooms 150A, 153, 154, 154A, 154B, 155 and 157 in Building 01, effective August 12, 2018; (2) LESSEE occupied and used rooms 156, 158, 159, 160, 161, 161A, 162, 163, 164, 177, 179, 179A and a portion of 183 in Building 01, effective July 1, 2019; and (3) Lessee occupied and used rooms 131, 131H and 132 in Building 01, effective November 6, 2022. The Parties further agree that LESSEE’S proportionate share of Operating Expenses, as set forth in Article IV of this Agreement, shall be adjusted accordingly, effective with the corresponding date of occupancy, as set forth in Article II of this Agreement.

Except as otherwise provided for in this Agreement, the Parties agree that LESSEE shall have exclusive use of the classroom and ancillary space, and non-exclusive use of the dining area (consisting of Rooms 131, 131H, 132 in Building 01, the **“Dining Area”**), and non-exclusive use of the restrooms (rooms 135 and 147 in Building 01) associated with the Dining Area (the **“Dining Area Restrooms”**) within the DEMISED PREMISES, together comprising 4,997 square feet. The Parties further acknowledge and

agree that use of the auditorium, located in Rooms 6001, 6002, 003, 003A and 6005 of Building 06, and comprising 5,926 square feet (the “**Auditorium**”), all as set forth in Exhibit “B-1”, shall be non-exclusive and shall be shared between the Parties in conformance with the use schedule outlined in Article V of this Agreement. Notwithstanding the foregoing, the Parties acknowledge and agree that each Party shall have use of the restrooms located in Rooms 122 and 126 of Building 01 (the “**Auditorium Restrooms**”) during each Party’s period of use of the Auditorium, with the LESSEE to have exclusive use of the Auditorium Restrooms at all times that the Auditorium is not in use by the LESSOR.

In addition, and in conformance with Articles XXXII and XXXVII, LESSEE shall have the right to access other portions of the School for the specific and limited purpose of gaining ingress to and egress from the DEMISED PREMISES. LESSEE shall have exclusive use of the parking lot located on the South side of the School, and non-exclusive use of the parking lot on the East side of the School, as set forth in Exhibit “B-1”, for its staff and invitees at all times throughout the term of this Agreement. No other buildings or portions of the School site may be accessed by LESSEE, except by separate agreement granting LESSEE the right to do so.

LESSEE shall have the right, from time to time, to request an expansion of or decrease to its area of occupancy within the School as required exclusively for LESSEE’s non-residential Educational Program. In such event, LESSEE shall notify LESSOR in writing of the requested additional or reduced area LESSEE proposes to use and occupy, at least ninety (90) days prior to the effective date of such modification, for review and consideration by the Superintendent or designee, at their sole discretion, which determination shall not be unreasonably delayed. In the event the request for modification of the DEMISED PREMISES is approved by the Superintendent, the Parties agree that changes to the DEMISED PREMISES may only be accomplished through an amendment to this Agreement, in conformance with the provisions of Article XXIII. Subsequent to such an amendment, Exhibit “B-1” shall be amended, and such amended exhibit 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 as this Agreement, and the amount of Operating Expenses 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.

For avoidance of doubt, notwithstanding the provisions of this Article II, or any other terms and conditions of this Agreement, the Parties

acknowledge and agree that, effective with the First Amendment Effective Date (as such term is defined below), LESSEE'S occupancy and use of Rooms 131, 131H, 132 in Building 01 (the "**Dining Area**"), and the restrooms associated with the Dining Area (the "**Dining Area Restrooms**"), as such rooms were collectively demised in the August 17, 2017 Lease Agreement, shall be used by LESSEE on a non-exclusive basis. On an annual basis, but no later than May 1st of each year, the LESSOR, through its authorized designee, at its sole option, not to be unreasonably enforced, shall notify LESSEE in writing of its need for the Dining Area and Dining Area Restrooms for the upcoming school year. In the event LESSOR provides such notice, as set in Article XXIX, LESSOR shall assume occupancy and use of these facilities effective August 1st of that year or as otherwise agreed to by the Parties, but in no event later than one week prior to the start of the School District's first day of school, as established each year in the District's approved Elementary and Secondary School Calendar ("**School Calendar**"). Use of the Dining Area and Dining Area Restrooms shall thenceforth conform to the schedule established in Exhibit "C", as set forth in Article V."

3. The expiration of the Initial Lease Term, as defined and set forth in Article III of the Agreement, is changed to June 30, 2036.
4. The third, fourth and fifth paragraphs of Article V (USE OF THE DEMISED PREMISES) of the Agreement are deleted in their entirety and replaced with the following language:

"In accordance with the leasehold rights afforded to The Miami Boarding School, Inc., under this Agreement, and in compliance with all other terms and conditions of this Agreement, other than the Auditorium, Dining Area and Dining Area Restrooms, and any other common areas within the School, the LESSEE shall have full control, custody, right and use of the DEMISED PREMISES at all times throughout the term of this Agreement. The Parties acknowledge and agree that the Dining Area and associated Dining Area Restrooms shall be shared by LESSOR and LESSEE on a non-exclusive basis in accordance with the schedule of use attached as **Exhibit "C"** hereto and made a part hereof ("**Dining Area Schedule**"), as set forth in Article II. The Dining Area Schedule may be modified from time to time throughout the term of this Agreement, by mutual agreement of the Parties, or their designees, provided such modifications to the Dining Area Schedule do not conflict with or negatively impact the operations of the adjacent Carrie P. Meek/Westview K-8 Center ("**K-8 Center**") The Parties further acknowledge and agree that the Auditorium and associated Auditorium Restrooms shall shared by LESSOR and LESSEE throughout the term of this Agreement, with the LESSEE to have exclusive use of the Auditorium

Restrooms at all times that the Auditorium is not in use by the LESSOR. Prior to the start of each school year, as defined in the District's School Calendar, or as soon thereafter as possible, the LESSEE and the Administrator of the K-8 Center or their designees, shall establish a mutually agreeable schedule for each Party's use of the Auditorium, which may be modified from time to time throughout the school year by mutual agreement of the Parties, or their designees, provided such modifications do not conflict with or negatively impact the operations of the K-8 Center.

In addition to the above, and in conformance with Articles XXXII and XXXVII, LESSEE may access common areas of the School for the specific and limited purpose of gaining ingress and egress from the DEMISED PREMISES. In addition, LESSOR may access portions of the DEMISED PREMISES for the specific and limited purpose of gaining ingress to and egress from the Dining Area and associated kitchen facilities, Dining Area Restrooms, and Auditorium. Notwithstanding the forgoing, LESSOR shall have the exclusive right to use and occupy all portions of the School not part or the DEMISED PREMISES at all times throughout the term of this Agreement.

LESSEE may, with the prior written approval of the School Administrator and at LESSEE's sole cost and expense, re-key the locks within the DEMISED PREMISES (with the exception of the Dining Area and associated kitchen facilities, Auditorium and other common areas), in which event LESSEE shall immediately provide LESSOR with a full set of keys to same. At the expiration, termination or cancellation of this Agreement, LESSEE shall be required, at LESSOR's sole option, to re-key locks changed by LESSEE, if any, back to the School's key system, at LESSEE'S expense."

5. The portion of the Notice and General Conditions stipulating contact information in the case of notice or communication to Lessor, as set forth in Article XXIX of the Agreement, is deleted in its entirety and hereby replaced with the following:

"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
Office of Facilities Design and Construction
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-1918
E-mail: RPerez6@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Office of the General Counsel
1450 NE 2nd Avenue, Room 400
Miami, FL 33132
Attn: General Counsel
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and ACraft@dadeschools.net “

6. The effective date of this First Amendment shall be the date on which the last of the Parties executes this First Amendment (the “**First Amendment Effective Date**”).
7. The Parties acknowledge and agree that as of the First Amendment Effective Date, Exhibit “B” to the Agreement (DEMISED PREMISES) is hereby replaced with the attached revised Exhibit “B-1” and each reference to Exhibit “B” in the Agreement shall be considered a reference to Exhibit “B-1.”
8. This First Amendment and any future amendments hereto 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 or any future amendments hereto to physically form one amended Agreement.
9. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain unchanged.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Lessor and Lessee have caused this First Amendment to Lease Agreement to be executed by their respective and duly authorized officers as of the Effective Date.

WITNESSES AS TO LESSOR:

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

Print Name: _____

By: _____

Dr. Jose L. Dotres
Superintendent of Schools

Print Name: _____

Date: _____

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

RECOMMENDED:

Office of Risk and Benefits Management
Date: _____

Raul F. Perez
Chief Facilities Design & Construction
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 General Counsel
Date: _____

WITNESSES AS TO LESSEE:

LESSEE:
THE MIAMI BOARDING SCHOOL, INC.,
D/B/A THE SEED SCHOOL OF MIAMI

Print Name: _____

Print Name: _____

By: _____
Name: Melanie Damian
Title: Chairperson
Date: _____

EXHIBIT "B-1"

TO

FIRST AMENDMENT TO LEASE AGREEMENT

DEMISED PREMISES

[consisting of 3 pages, including this page]

Exhibit "B-1" Continued

**WESTVIEW MIDDLE SCHOOL
1901 N.W. 127TH STREET
MIAMI, FLORIDA**

List of Rooms

Building 01 (1st Floor): Rooms 001, 001A, 001B, 001C, 001D, 001E, 001F, 002, 002A, 002B, 002C, 003, 003A, 003B, 003C, 003D, 003E, 004, 004A, 004B, 004C, 004D, 004E, 005, 006, 007, 008, 008A, 008B, 008C, 008D, 009, 110, 111, 111A, 111B, 112, 113, 113A, 113B, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 126, 127, 133, 134, 135, 136, 138, 139, 140, 142, 142A, 142B, 142C, 142D, 142E, 144, 144A, 145, 147, 147A, 149, 150, 150A, 151, 153, 154, 154A, 154B, 155, 156, 157, 158, 159, 160, 161, 161A, 162, 163, 164, 170, 170A, 170B, 170C, 177, 178, 179, 179A, 181, 181A, 181B and a portion of 183

Building 01 (Dining Area): Rooms 131, 131H and 132

Building 01 (2nd Floor): Rooms 205, 205A, 206, 206A, 206B, 207, 207A, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 222A, 223, 226, 083, 083A and 083B

Building 02: Boys locker room (all rooms)

Building 03: Gils locker room (all rooms)

Building 04: Storage

Building 06 (Auditorium): Rooms 6001, 6002, 003, 003A and 6005

Notes:

- (1) The room numbers listed herein correspond to the room numbers shown on LESSOR'S FISH drawing for Westview Middle School.
- (2) LESSEE shall have exclusive use of the South parking lot of the School, and non-exclusive use of the parking lot on the East side of the School, with LESSOR'S Food Service staff to have priority at all times.
- (3) The Dining Area and Auditorium shall be shared by the Parties in accordance with Articles II and V of the Agreement.
- (4) As outlined in Articles II and V of the Agreement, each Party shall have use of the restrooms located in Rooms 135 and 147 of Building 01 during each Party's period of use of the Dining Area. In addition, each Party shall have use of the restrooms located in Rooms 122 and 126 of Building 01 during each Party's period of use of the Auditorium, with the LESSEE to have exclusive use of the Auditorium Restrooms at all times that the Auditorium is not in use by the LESSOR.

Total square footage of DEMISED PREMISES: 74,002

Square footage of DEMISED PREMISES for exclusive use by LESSEE: 63,363

EXHIBIT "E"

TO

FIRST AMENDMENT TO LEASE AGREEMENT

RESOLUTION

A duly executed Resolution by Lessee's Governing Board is attached hereto and made a part hereof as Exhibit "E".

[consisting of ___ pages, including this title page]

Exhibit "B"

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT (the "**First Amendment**") is made and entered into this _____ day of _____, 20____, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (hereinafter referred to as the "**Lessor**" or "**School Board**"), and THE MIAMI BOARDING SCHOOL, INC., a Florida not for profit corporation d/b/a THE SEED SCHOOL OF MIAMI (hereinafter referred to as the "**Lessee**"). The Lessor and Lessee are sometimes referred to in this First Amendment individually as "**Party**" and collectively as the "**Parties.**"

WITNESSETH

WHEREAS, the Lessor owns and has under its jurisdiction certain real property known as the former Westview Middle School, located at 1901 N.W. 127th Street, Miami-Dade County, Florida, more particularly described as a portion of Folio # 30-2127-000-0140 ("**School**"); and

WHEREAS, the Lessor and Lessee entered into that certain Ground Lease Agreement, dated August 17, 2017 ("**Agreement**"), to allow the Lessee to lease a portion of the School site for the purpose of placing modular residential facilities for a college-preparatory, public boarding school for at-risk youth, to both house and educate their students on the School campus ("**DEMISED AREA**", as such term is defined in the Agreement); and

WHEREAS, effective July 1, 2021, Lessor and Lessee entered into a Charter School Contract (the "**Charter Contract**"), which provides that an extension of the Charter Contract to June 30, 2036 will be considered if the Lessee can secure a location lease that expires no earlier than June 30, 2036; and

WHEREAS, subject to Lessee securing the extension to the Charter Contract to June 30, 2036, the Lessor and Lessee are desirous of entering into this First Amendment to extend the term of the Agreement to June 30, 2036, as more specifically set forth below; and

WHEREAS, The School Board of Miami-Dade County, Florida, has authorized this First Amendment in accordance with Board Action No. _____, at its meeting of _____, 20____; and

WHEREAS, Lessee has authorized all signatories to this First Amendment, at a meeting duly noticed, held on _____, 20____ in accordance with its By-Laws and regulations and at which meeting a quorum was present, to execute this First

Amendment on its behalf, and a duly executed Resolution by Lessee's Governing Board is attached hereto and made a part hereof as **Exhibit "F"**.

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The expiration of the Initial Lease Term, as defined and set forth in Article III of the Agreement, is changed to June 30, 2036.
3. The portion of the Notice and General Conditions stipulating contact information in the case of notice or communication to Lessor, as set forth in Article XXVII of the Agreement, is deleted in its entirety and hereby replaced with the following:

"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
Office of Facilities Design and Construction
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-1918
E-mail: RPerez6@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Office of the General Counsel
1450 NE 2nd Avenue, Room 400
Miami, FL 33132
Attn: General Counsel
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and ACraft@dadeschools.net "

4. The effective date of this First Amendment shall be the date on which the last

of the Parties executes this First Amendment (the “**First Amendment Effective Date**”).

5. This First Amendment and any future amendments hereto 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 or any future amendments hereto to physically form one amended Agreement.
6. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain unchanged.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Lessor and Lessee have caused this First Amendment to Ground Lease Agreement to be executed by their respective and duly authorized officers as of the Effective Date.

WITNESSES AS TO LESSOR:

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

Print Name: _____

By: _____

Dr. Jose L. Dotres
Superintendent of Schools

Print Name: _____

Date: _____

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

RECOMMENDED:

Office of Risk and Benefits Management
Date: _____

Raul F. Perez
Chief Facilities Design & Construction
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 General Counsel
Date: _____

WITNESSES AS TO LESSEE:

LESSEE:
THE MIAMI BOARDING SCHOOL, INC.,
D/B/A THE SEED SCHOOL OF MIAMI

Print Name: _____

Print Name: _____

By: _____
Name: Melanie Damian
Title: Chairperson
Date: _____

EXHIBIT "F"
TO
FIRST AMENDMENT TO GROUND LEASE AGREEMENT

RESOLUTION

A duly executed Resolution by Lessee's Governing Board is attached hereto and made a part hereof as Exhibit "F".

[consisting of ___ pages, including this title page]