

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT WITH SOUTH FLORIDA AUTISM CHARTER SCHOOLS, INC. (“SFACS”), A DISTRICT-MANAGED CHARTER SCHOOL, FOR USE BY SFACS OF CLASSROOMS AND ANCILLARY FACILITIES AT THE FORMER COUNTRY CLUB MIDDLE SCHOOL, TO OPERATE ITS NORTH CAMPUS

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC PLAN: EFFECTIVE AND SUSTAINABLE OPERATIONAL PRACTICES

Background

South Florida Autism Charter Schools (“SFACS”), a District-managed Charter School, provides educational and therapeutic services to individuals diagnosed with autism spectrum disorders residing in Miami-Dade/Broward Counties, targeting communication deficits and/or behavioral challenges, and who may require training in self-help skills. SFACS initially operated its programs at a facility located at 3751 West 108 Street, Hialeah, pursuant to its Charter Contract (“Charter Contract”), which expires June 30, 2029. Due to the success of its program and desire to expand services to a second location, SFACS and the School Board entered into a lease agreement on August 5, 2024 for use of approximately 8,926 square feet of classroom space at Robert Russa Moton Elementary School, located at 18050 Homestead Avenue, unincorporated Miami-Dade County, to operate a K-5 educational program serving 180 children, as SFACS’ south campus. Given the pressing need for the services offered by SFACS, SFACS has contacted the District with a request to secure use of an additional School Board-owned facility for this purpose.

District staff and representatives of SFACS reviewed potential Board-owned locations for an additional campus, and are recommending use of a portion of the former Country Club Middle School facility, located at 18305 N.W. 75 Place, unincorporated Miami-Dade County (“School”). SFACS intends to utilize this site as its north campus to operate, initially, a K-5 educational program serving 54 children, with expectations of growing into a pre-K through age 22 program serving 300 individuals. SFACS is also requesting that the District make certain improvements to the School to accommodate SFACS’ occupancy and use, with this work to be done at the sole cost and expense of SFACS. As a condition precedent to SFACS

entering into a lease agreement for use of the space, its Charter Contract must be amended to provide for such use. It is anticipated that the Board will consider such an amendment as a part of companion Agenda Item D-65.

Proposed Lease Agreement

Subject to approval by the Board of companion Agenda Item D-65, the Chief Academic Officer, Office of Academics and Transformation, recommends entering into the proposed Lease Agreement (“Agreement”). Accordingly, it is recommended that the Superintendent be authorized to finalize negotiations and execute an Agreement between the Board and SFACS under, substantially, the following terms and conditions:

- SFACS shall lease classroom and ancillary space within the School totaling approximately 62,788 square feet (“Demised Premises”). In addition, the area designated as the Media Center, constituting approximately 6,264 square feet, will be primarily used by the Board and may be scheduled for use by SFACS upon mutual agreement;
- SFACS will have use the School’s parking lot (“Parking lot”), with the number of spaces available to be equivalent to the number of SFACS staff on site, and a fixed allotment of visitor parking spaces as mutually agreed to annually;
- SFACS shall station an armed security guard or off-duty District Police Officer to monitor the Parking Lot and Demised Premises during its period of use to facilitate the entry and exit of SFACS’ visitors and guests to and from its Demised Premises, and to ensure that those individuals do not access other non-demised School facilities;
- SFACS shall have the right, from time to time, to request adjustments to the leased premises, for review and consideration by the Superintendent, in his sole authority. In the event the request for modification of the Demised Premises is recommended by the Superintendent, or designee, the change to the leased premises shall only be accomplished through an amendment to the Agreement, subject to Board approval;
- The term of the Agreement shall commence on the earlier of: (1) commencement of on-site construction activities by the District related to SFACS’ proposed modifications; or (2) actual occupancy and use of the Demised Premises by SFACS, and shall end on June 30, 2029 (the “Initial Lease Period”), which is the end of its Charter Contract. Provided SFACS remains a District-managed Charter School, and any proposed extension of the Agreement does not exceed the term set forth in the above referenced Charter Contract, the Agreement may be extended at the sole option of the Board for the period not to exceed the expiration date of SFACS’ then current Charter Contract (“Extension Period”);
- In addition to an uncured default, damage & destruction, failure to obtain an

Affidavit verifying compliance with E-Verify, or loss of tax exempt status of the School due to leasing of the facility by SFACS, each Party shall have the right to cancel the Agreement at will, without cause or penalty, by giving the other Party written notice at least ninety (90) days prior to the effective date of said cancellation. In addition (1) the District may cancel the Agreement for cause and without penalty in the event of an uncured material breach by SFACS; and (2) the cancellation, termination or expiration of the above referenced Charter Contract, or discontinuance of SFACS' operations as a District Managed Charter School, shall serve to automatically cancel the Agreement;

- As with other District-managed Charter Schools leasing Board-owned facilities, SFACS shall pay its proportionate share of operating expenses for the School, which includes, but is not limited to, routine building and grounds maintenance, trash pick-up, utilities and the Board's property insurance. SFACS has elected to provide its own classroom and office custodial/janitorial service;
- As proposed by SFACS, SFACS shall pay an annual rental amount to the Board for each year of the Initial Lease Period (ending June 30, 2029), as follows:
 - o Rent shall be calculated at One Thousand Dollars (\$1,000) per student for the first 50 students enrolled in SFACS' program and attending the North Campus, and One Thousand Five Hundred Dollars (\$1,500) per student thereafter;
 - o The total annual rental amount for each one-year period shall be capped at a not-to-exceed amount (\$300,000 for the period ending June 30, 2026; \$350,000 for the period ending June 30, 2027; \$400,000 for the period ending June 30, 2028; and \$450,000 for the period ending June 30, 2029).
- The annual rental rate for each one-year period of the Extension Period, if granted by the Board, shall be adjusted to reflect an increase of 2% for each category (first 50 students/all those thereafter) over the prior year's amount, with the total annual rent for any one-year extension period to remain at a not-to-exceed amount of \$450,000;
- SFACS covenants and agrees that the leased premises shall be used solely by SFACS, its students, faculty and staff as a school, for educational purposes, and for no other purpose. Use of the leased premises for any other purpose shall constitute a material breach under the Agreement;
- SFACS shall have access and use of the Demised Premises on those days and during those hours as may be required to operate its program, provided such operations do not require special accommodations by the District (i.e. afterhours operation of the HVAC system, District staff overtime, etc.). In the event SFACS' operations require special accommodations by the District, SFACS shall reimburse the District for actual operating costs borne by the

District, including, but not necessarily limited to, utilities and custodial/janitorial staff and services;

- SFACS shall take the Demised Premises in an “as-is”, “where-is” condition. However, as set forth above, SFACS is requesting that the District make certain improvements to the Demised Premises to accommodate SFACS’ occupancy and use, with this work to be done at the sole cost and expense of SFACS. The nature and scope of all such improvements will be reviewed by appropriate District departments, and the work will be completed in conformance with all District criteria and standards;
- SFACS shall comply with all federal, state, local and School Board, health, safety, and security requirements and criteria, and provide proper supervision and security for the public, staff, invitees and visitors in its use of the Demised Premises, and maintain the Demised Premises safe and secure at all times;
- For purposes of the Agreement, the Superintendent or designee shall be the party designated by the Board to grant or deny any modifications and approvals required by the Agreement related to any construction by SFACS within the Demised Premises, SFACS’ use of the leased premises on weekends or District Holidays, routine coordination and use of the Demised Premises, or for any other routine operational issues; and
- In addition to the above, the Superintendent shall also be the party designated by the Board to grant or deny any approvals required by the Agreement within the authority granted him by the Board in the Agreement, and to grant or deny any approvals required under the Agreement, including without limitation, amending any of the exhibits to the Agreement, placing SFACS in default, and renewing, extending, canceling or terminating the Agreement.

The proposed Agreement has been reviewed by the School Board Office of the General Counsel and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance. A copy of the Agreement in its final form is attached hereto.

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

- 1) finalize negotiations and execute a lease agreement with South Florida Autism Charter Schools, Inc. ("SFACS"), a District-managed charter school, for use by SFACS of classrooms and ancillary facilities at the former Country Club Middle School, located at 18305 N.W. 75 Place, unincorporated Miami-Dade County, to operate its north campus, substantially as set forth in the agenda item;
- 2) execute amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, including construction by SFACS within the leased premises, SFACS' use of the leased premises on weekends or District Holidays, routine coordination and use of the leased premises, or for any other routine operational issues; and
- 3) grant or deny any approvals required by the Agreement, including without limitation, amending any of the exhibits to the Agreement, placing SFACS in default, and renewing, extending, cancelling or terminating the Agreement, as provided in the Agreement.

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”), is made and entered into this _____ day of _____, 2025, 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 (the “**LESSOR**” or “**School Board**”), and **SOUTH FLORIDA AUTISM CHARTER SCHOOLS, INC.**, a Florida not-for-profit corporation (the “**LESSEE**”). The LESSOR and LESSEE are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH

WHEREAS, LESSEE operates a District-managed Charter School (“**Charter School**”), located at 3751 West 108 Street, Hialeah, Florida, pursuant to a Charter Contract, which Charter Contract shall expire as of June 30, 2029 (“**Charter Contract**”); and

WHEREAS, due to the success of LESSEE’S program and desire to expand services to a second location, LESSEE and LESSOR entered into that certain August 5, 2024 Lease Agreement for use by LESSEE of approximately 8,926 square feet of classroom space at Robert Russa Moton Elementary School, located at 18050 Homestead Avenue, unincorporated Miami-Dade County, Florida, also known as Folio# 30-5032-000-1480, to operate a K-5 educational program serving 180 children, as LESSEE’S south campus (“**South Campus**”); and

WHEREAS, given the pressing need for the services offered by LESSEE, LESSEE has contacted LESSOR with a request to secure use of an additional School Board-owned facility for this purpose; and

WHEREAS, the LESSOR owns and has under its jurisdiction certain real property known as the former Country Club Middle School, located at 18305 N.W. 75 Place, unincorporated Miami-Dade County, Florida, also known as Folio# 30-2011-077-2550, inclusive of all recreational facilities, classrooms, parking and ancillary spaces (“**School**”); and

WHEREAS, LESSOR and LESSEE are desirous of entering into this Agreement

under the terms and conditions set forth below, to allow LESSEE to occupy a portion of the School to operate, initially, a K-5 educational program serving 54 children, with expectations of growing into a pre-K through age 22 program serving 300 individuals, as LESSEE'S north campus ("**North Campus**"); and

WHEREAS, LESSEE acknowledges and agrees that as a condition precedent to entering into this Agreement, and continuing its uninterrupted use and occupancy of the Demised Premises (as such term is defined below) thereafter, LESSEE shall maintain its status as a District Managed Charter School during the term of this Agreement; failing which, this Agreement shall terminate as set forth below; and

WHEREAS, the Parties acknowledge and agree that, as a condition of entering into this Agreement: (1) LESSOR, at LESSOR'S expense, shall remove or dismantle certain existing improvements from within the Demised Premises that create a safety hazard and impediment to LESSEE'S operations (i.e. water fountains, drying kiln, mounted televisions, capping of gas lines in laboratories, furniture, and assorted educational materials, equipment and supplies); and (2) thereafter, LESSOR shall make certain improvements to the School to accommodate LESSEE'S occupancy and use, at LESSEE'S expense, as set forth below; and

WHEREAS, the Parties acknowledge and agree that as a condition precedent to entering into this Agreement, the Charter Contract shall be amended to provide for use by LESSEE of certain facilities at the School for the purposes set forth herein; and

WHEREAS, the School Board, in accordance with Agenda Item D-65, Board Action No. _____, at its meeting of November 19, 2025, has authorized an amendment to the Charter Contract to include the portion of the School set forth below to be used as LESSEE'S North Campus; and

WHEREAS, the LESSEE has formulated a plan for opening and operating its educational programs at the School, which the LESSEE represents to be a plan in accordance with all local, County, State, School Board, Federal and/or Centers for Disease Control and Prevention ("**CDC**") guidelines and requirements related to the COVID-19 pandemic, as such CDC guidelines may be amended from time to time, and has adopted policies and procedures to address operational criteria and requirements that may be implemented for any future pandemic ("**Operating Plan**"); and

WHEREAS, The School Board of Miami-Dade County, Florida has authorized this Agreement in accordance with Agenda Item F-2, Board Action No. _____, at its meeting of November 19, 2025; and

WHEREAS, LESSEE has authorized all signatories to this Agreement, at a meeting duly noticed, held on _____, 2025, in accordance with its By-Laws and regulations and at which meeting a quorum was present, to execute this Agreement on its behalf, and a duly executed Resolution, properly executed by an authorized representative of LESSEE attesting to same, is attached hereto as **Exhibit "A"**.

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 of this Agreement (as defined below), LESSEE shall lease from LESSOR a portion of the School for LESSEE'S North Campus, consisting of approximately Sixty-two Thousand Seven Hundred Eighty-eight (62,788) square feet of classroom and ancillary space, as more particularly described below and in **Exhibit "B"** attached hereto and made a part hereof (the "**Demised Premises**"). The Parties acknowledge and agree that the Demised Premises shall be comprised of the following: (1) approximately 28,457 square feet of classroom and ancillary space located on the first floor of Building 03 (not including the Media Center) for LESSEE'S exclusive use; (2) approximately 33,627 square feet of classroom and ancillary space located on the second floor of Building 03 for LESSEE'S exclusive use; (3) approximately 286 square feet of serving area within Building 02 for LESSEE'S exclusive use; and (4) approximately 418 square feet of covered walkway within Building 02 for shared use by LESSEE as a food

serving area and by LESSOR as a means of ingress/egress to the Dining Area of Building 02; all as set forth in Exhibit "B". 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. In addition, LESSEE shall have use of the School's parking lot ("**Parking Lot**") during its period of use of the Demised Premises. The BOARD shall designate parking spaces within the Parking Lot for LESSEE'S use as follows: (1) a number of staff parking spaces shall be allotted equivalent to the total number of LESSEE'S staff on site; and (2) a fixed allotment of visitor parking spaces for LESSEE'S use shall be designated, which shall be mutually agreed to by the Parties on an annual basis.

In addition to its use of the Demised Premises, as set forth herein, LESSEE may request, from time-to-time, use of the Media Center located on the first floor of Building 03. Such request is to be made, in writing, to the District Liaison (as such term is defined below) a minimum of 48 hours prior to the proposed use. Approval by the District Liaison shall not be unreasonably withheld.

As further set forth in Article VII, LESSEE shall station an armed security guard or off-duty Miami-Dade County Public Schools ("**District**") Police Officer to monitor the Parking Lot and Demised Premises during LESSEE'S period of use to facilitate the entry and exit of LESSEE'S clients, visitors and guests to and from the Demised Premises, and to ensure that those individuals do not access other non-demised School facilities.

Notwithstanding the above, LESSEE shall have the right, from time to time, to request adjustments to the Demised Premises to be leased by LESSEE under this Agreement, at least one hundred twenty (120) days prior to the proposed effective date of such modification, for review and consideration by the Superintendent of Schools (the "**Superintendent**"), in his sole authority. In the event the request for modification of the Demised Premises is recommended by the Superintendent, or designee, the Parties agree that changes to the Demised Premises may only be accomplished through an amendment to this Agreement, approved by the School Board, in conformance with the provisions of Article XXIII. In that event, Exhibit "B" shall be modified accordingly and attached hereto and made a part hereof, and remain in effect until such time as it may be further amended. LESSEE agrees and acknowledges that its use of additional or reduced space in the School shall be under the same terms and conditions of this Agreement, and the amount of

Operating Expenses (as defined in Article IV below) by LESSEE shall be adjusted to reflect the amount of square footage being occupied, effective the date of said occupancy.

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

III.

TERM

This Agreement shall be effective upon the latter date of execution of this Agreement by both Parties (the “**Effective Date**”). The term of this Agreement shall commence on the earlier of: (1) commencement of on-site construction related activities by LESSOR related to LESSEE’S proposed modifications (as set forth herein); or (2) actual occupancy and use of the Demised Premises by LESSEE (hereinafter referred to as the “**Commencement Date**”), and shall end on June 30, 2029 at midnight, unless terminated sooner as provided for in this Agreement (“**Initial Lease Term**”). The Parties shall acknowledge the actual Commencement Date in a separate written instrument, which shall be attached hereto as **Exhibit “C”**.

Notwithstanding any other provisions in this Agreement, the Parties acknowledge and agree that: (1) the term of this Agreement, inclusive of any extensions, shall not exceed the term set forth in the above referenced Charter Contract, as such Charter Contract may be amended from time to time; and (2) LESSEE shall maintain its status as a District Managed Charter School during the term of this Agreement, failing which, this Agreement shall terminate effective with the date that the District Management Agreement terminates.

IV.

RENT AND OPERATING EXPENSES

The annual rental rate (“**Rent**”) for the Initial Lease Term shall be as follows:

- For the period beginning on the Commencement Date and ending June 30, 2026, Rent shall be calculated at One Thousand Dollars (\$1,000) per student for the first 50 students enrolled in LESSEE’S program and attending the North Campus, and One Thousand Five Hundred Dollars (\$1,500) per student thereafter, with the total annual amount for this period to not exceed Three Hundred Thousand Dollars (\$300,000). The rental rate shall be prorated as necessary to reflect the actual

Commencement Date;

- For the period beginning on July 1, 2026 and ending June 30, 2027, Rent shall be calculated at One Thousand Dollars (\$1,000) per student for the first 50 students enrolled in LESSEE'S program and attending the North Campus, and One Thousand Five Hundred Dollars (\$1,500) per student thereafter, with the total annual amount for this period to not exceed Three Hundred Fifty Thousand Dollars (\$350,000);
- For the period beginning on July 1, 2027 and ending June 30, 2028, Rent shall be calculated at One Thousand Dollars (\$1,000) per student for the first 50 students enrolled in LESSEE'S program and attending the North Campus, and One Thousand Five Hundred Dollars (\$1,500) per student thereafter, with the total annual amount for this period to not exceed Four Hundred Thousand Dollars (\$400,000); and
- For the period beginning on July 1, 2028 and ending June 30, 2029, Rent shall be calculated at One Thousand Dollars (\$1,000) per student for the first 50 students enrolled in LESSEE'S program and attending the North Campus, and One Thousand Five Hundred Dollars (\$1,500) per student thereafter, with the total annual amount for this period to not exceed Four Hundred Fifty Thousand Dollars (\$450,000).

Rent to be paid by LESSEE to LESSOR during the Initial Lease Term and any extension period thereafter (as set forth in Article XVI), shall be calculated as follows. Within thirty (30) business days of the publication of the semi-annual assessment of full time equivalent ("FTE") students attending LESSEE'S North Campus (the FTE assessment is typically held in February and October of each year), LESSEE shall determine the number of students attending its program for the preceding six (6) month period, and calculate the appropriate Rent for that period as set forth above. After confirming its calculations for that period, in writing, with LESSOR'S designee, LESSEE shall issue Rent to LESSOR as set forth below.

Notwithstanding this provision, in the event an FTE report is not available specifically covering students attending the North Campus, or if individuals occupy and use the Demised Premises under this Agreement who would not otherwise be included in the above referenced FTE assessment (i.e. pre-K students or individuals above the cut-off age), for purposes of calculating their contribution due as a part of Rent, a separate method for

determining same shall be developed and agreed to by the Parties, through their designees, in writing, which may include, but is not limited to LESSEE certifying and attesting to the number of students occupying and using the Demised Premises during the referenced period, and said agreed to methodology shall be attached hereto, and may not be altered or modified without the further written agreement of the Parties, through their designees. All such payment of the non-FTE based rental obligation shall be made concurrent with the scheduled issuance of Rent detailed above.

As further defined in Articles VIII, IX and XI, LESSEE agrees to pay to LESSOR, LESSEE'S proportionate share of operating expenses for the School, which may include, but is not limited to, routine building and grounds maintenance, custodial and janitorial services, trash pick-up, utilities and LESSOR'S property insurance ("**Operating Expenses**"). Notwithstanding this provision, LESSEE acknowledges and agrees that, as of the Effective Date, Operating Expenses shall not include custodial/janitorial services within the Demised Premises. LESSEE shall be responsible, at LESSEE'S sole cost and expense, to provide custodial/janitorial services and to repair or maintain any specialized furniture, fixtures or equipment installed or utilized by LESSEE within the Demised Premises related to LESSEE'S operations.

The amount of Operating Expenses for the period beginning on the Commencement Date through June 30, 2026 is based on actual fiscal year 2024-2025 expenses, for a total of _____ Dollars and _____ Cents (\$_____) annually. Accordingly, starting on the Commencement Date, and on the first day of each month thereafter, LESSEE shall pay LESSOR the amount of \$_____ (with the first month to be prorated if necessary to reflect the actual Commencement Date), as LESSEE'S proportionate share of Operating Expenses, until the actual cost per square foot for fiscal year 2025-2026 has been determined. At such time, the next monthly installment will be adjusted accordingly to reflect any increases or decreases as mentioned below. LESSEE acknowledges and agrees that the School was not fully occupied and used for the period prior to the Commencement Date and, as such, the Operating Expenses assessed to LESSEE as of the Commencement Date (as set forth above) may not reflect future Operating Expenses subsequent to LESSEE'S occupancy of the Demised Premises.

Throughout 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 same to LESSOR within sixty (60) days of receipt of the invoice from LESSOR. In the event of an overpayment by LESSEE ("**Overpayment**"), LESSOR shall forward a credit statement for the amount of Overpayment to LESSEE, and the amount of LESSEE'S next monthly payment(s) of Operating Expenses shall be reduced by the amount of the credit statement.

Notwithstanding any other provision of the Agreement, the Parties agree that the services provided by the LESSOR as part of the Operating Expenses may be deleted, increased or otherwise modified at any time, 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
Office of School Facilities
Attention: Design & Planning Officer
1450 N.E. 2nd Avenue, Room 525
Miami, Florida 33132**

If LESSEE fails to pay Operating Expenses, Rent, the Underpayment Amount or any other outstanding 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 two (2) percent, for each and every month that the past due amount remains unpaid. Failure of LESSEE to make timely payments and/or pay the past due amount shall constitute a default whereby the LESSOR, irrespective of Article XVIII of this Agreement, may immediately terminate this Agreement.

The provisions of this Article IV shall survive the cancelation, termination or expiration of this Agreement.

V.

USE OF DEMISED PREMISES; COMPLIANCE WITH EMERGENCY ORDERS

LESSEE covenants and agrees that the Demised Premises shall be used solely by LESSEE, its students, faculty and staff as a school, for educational and training purposes, and for no other purpose. Use of the Demised Premises for any other purpose shall constitute a material breach under this Agreement. Subject to the provisions set forth herein dealing with LESSOR'S obligations to prepare the space, 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 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.

In accordance with the leasehold rights afforded the South Florida Autism Charter

Schools, Inc., under this Agreement, and in compliance with all other terms and conditions of this Agreement, effective with the Commencement Date, LESSEE shall have full control, custody, right and use of the Demised Premises throughout the term of this Agreement. Further, LESSEE may access common areas within the School, strictly as a means of ingress/egress to the Demised Premises. Other than as specified elsewhere in this Agreement, the LESSOR shall have full control, custody, right and use of the balance of the School campus, including all parking lots, buildings, ancillary and recreational facilities located thereon.

Other than as set forth herein, LESSEE shall have access and use of the Demised Premises on those days and during those hours as may be required to operate its program, provided such operations do not require special accommodations by LESSOR (i.e. afterhours operation of the HVAC system, District staff overtime, etc.). In addition, LESSEE acknowledges that its use of the Demised Premises during periods when the District would typically be closed (i.e. Winter Break, Spring Break, National Holidays, etc.), as set forth on an annual basis in the LESSOR'S official Elementary and Secondary School Calendar ("**School Calendar**"), may require LESSEE to comply with special accommodations and/or be responsible for certain expenses. In that event, LESSEE shall provide the assigned District staff liaison ("**District Liaison**") with a written request, listing the days and times LESSEE would like use of the Demised Premises, for review and approval, in the District's sole authority, not to be unreasonably withheld. In the event of such use, the LESSEE shall reimburse the LESSOR for actual operating costs borne by the LESSOR to keep the School open on such days, including, but not necessarily limited to, utilities, custodial/janitorial staff salaries and other services.

In addition to its potential use of the Media Center, from time-to-time, as set forth above, in the event the LESSEE seeks to use any other portion of the School not a part of the Demised Premises on a one-time or short-term basis, the LESSEE shall request such use through the District Liaison, at the District's sole option. Such additional use shall be subject to compliance with LESSOR'S Policies and District procedures, and all terms and conditions of this Agreement shall govern. Use of the School by LESSEE for

this purpose may require LESSEE to complete a 'Temporary Use of School Building Facilities - Temporary Use Agreement'.

The sale or consumption of alcoholic beverages on the Demised Premises is expressly prohibited. In addition, LESSEE shall not permit its members, guests or invitees to use tobacco products of any kind, including e-cigarettes, while on the Demised Premises. Use of the Demised Premises for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited. LESSEE shall not commit nor permit any violations of applicable laws, rules and regulations of the LESSOR, County, State, or Federal Government upon the Demised Premises.

Notwithstanding any other provisions of the Agreement, the LESSEE acknowledges and agrees that the LESSEE shall comply with Miami-Dade County Emergency Orders, as each Order may be subsequently modified, extended or amended, as well as any other local, County, State, School Board or Federal Orders and CDC guidelines currently in place or that may be implemented, from time to time, related to a pandemic crisis ("**Emergency Orders**") at all times in LESSEE'S use of the Demised Premises. These restrictions may include, but are not limited to, social distancing requirements, site supervision to ensure compliance, requirements for Personal Protective Equipment, sanitizing protocols, closure of facilities or restrictions on maximum capacity, inspections, licensing, permitting, etc., by all applicable jurisdictional entities. At the request of LESSOR or its designee, LESSEE shall provide to the LESSOR sufficient documentation acceptable to the LESSOR certifying compliance, at the LESSEE'S sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the LESSOR relating thereto ("**Certificate of Compliance**"). It is understood and agreed that, by virtue of accepting possession of the Demised Premises and providing the Certificate of Compliance, the LESSEE certifies to the School Board full compliance therewith, and further represents and certifies to the School Board that it shall continue to be in full compliance, at LESSEE'S sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the School Board relating thereto, until such time as the LESSEE notifies the LESSOR otherwise in compliance with the provisions of Article XXIX of this Agreement. Enforcement of these

procedures and mitigating measures by the LESSEE, in accordance with the Opening Plan, is a condition precedent to the LESSEE'S continued use and occupancy of the Demised Premises under any Emergency Order or School Board Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of the Agreement, and may result in the termination of the Agreement by the LESSOR, at the LESSOR'S sole option, as set forth in Article XVIII of the Agreement.

VI.

IMPROVEMENTS

The Parties acknowledge and agree that, as a condition of entering into this Agreement, LESSEE is seeking for LESSOR, at LESSOR'S expense, to remove or dismantle certain existing improvements from within the Demised Premises that create a safety hazard and impediment to LESSEE'S operations, and for LESSOR to complete certain modifications within the Demised Premises, at the sole cost and expense of LESSEE (as set forth below). Notwithstanding this provision, during the term of this Agreement, LESSEE may also complete improvements within the Demised Premises, at LESSEE'S sole cost and expense (as set forth below).

A. WORK TO BE PERFORMED BY LESSEE:

The LESSEE may, with the prior written approval of the LESSOR, or its designee, such approval to be issued at the sole discretion of the LESSOR, construct interior improvements within the Demised Premises, at LESSEE'S sole cost and expense (all such improvements are collectively referred to herein as the "**Work**"). The Parties agree that the Work shall be performed in accordance with plans approved by LESSOR or its designee, which LESSOR may approve or disapprove at its sole authority and discretion. Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. Any and all warranties between LESSEE and its architect/engineer of record shall flow to the LESSOR in the event of errors and omissions and the LESSOR shall be named as Third Party Beneficiary thereof. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the District design criteria, specifications and safety codes, the State Requirements for Educational

Facilities and the Florida Building Code, in effect at the time the plans are submitted to the LESSOR. All work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the LESSEE shall provide evidence of same to the LESSOR prior to commencement of the Work. LESSEE'S contractors must be pre-qualified by the LESSOR, in accordance with District and School Board Policies before commencing the Work or any construction activities on the Demised Premises or any other portion of the School.

LESSEE acknowledges and agrees that as a precondition to commencing any Work, LESSEE shall be responsible for payment to the LESSOR of all costs borne by the LESSOR for jurisdictional plan review, permitting, and inspections. LESSEE shall submit payment to the LESSOR for the cost of such plan review, permitting and inspection services prior to commencement by the LESSOR'S consultant of such services. LESSEE further acknowledges and agrees that, as a condition precedent to commencing any Work within the Demised Premises, LESSEE shall prepay to the LESSOR Five Percent (5%) of the estimated cost of the Work for project management related tasks, including serving as the liaison between the LESSOR and LESSEE for any design and construction activities within the Demised Premises. In that capacity, LESSOR shall assign a District representative ("**District Project Manager**") to assist LESSEE in preconstruction services, jurisdictional plan review, and other services required to facilitate the Work.

LESSEE acknowledges and agrees that prior to initiating any demolition activities within the School or elsewhere within the Demised Premises, or disturbing any existing improvements within the School or elsewhere within Demised Premises, LESSEE shall first secure any and all necessary inspection and tests related to the possible presence of asbestos or any other regulated materials or products. All such tests shall be conducted and supervised by the District's Department of Safety, at LESSEE'S sole cost and expense. In the event materials are located that require mitigation/removal, all such mitigation/removal shall be accomplished by the District's Department of Safety, at LESSEE'S sole cost and expense.

The LESSOR'S Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing

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

The Work shall conform at all times to the safety criteria established with and approved by the LESSOR, or its designee, and shall neither unreasonably disrupt nor interfere with the LESSOR'S operations at the School. LESSEE and its contractors shall take all necessary safety precautions during the Work, secure all construction areas by appropriate construction fencing or barricades, and coordinate on an ongoing basis with the District Liaison and assigned District Project Manager to assure the safety of the LESSOR'S students, staff, visitors, invitees and the public at all times. In addition, LESSEE and its contractors shall work closely with the District Liaison and assigned District Project Manager to ensure the Work does not interfere with or disrupt School or District operations. LESSEE shall make every reasonable effort to ensure that construction related activities to be performed within the Demised Premises are conducted during other than School hours, and LESSEE'S activities shall neither unreasonably disrupt nor interfere with the School's daily operations. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted during School hours, or in the event LESSEE requires access to the Demised Premises for any other reason, LESSEE shall first secure the approval of the District Liaison. Prior to the commencement of the Work, LESSEE shall provide the LESSOR, or its designee, with a schedule for the commencement and completion of the Work. If the LESSOR, or its designee, requests that LESSEE cease

any work within the Demised Premises due to unreasonable interference or violation of any applicable rules and regulations or the LESSOR'S criteria, then LESSEE shall immediately discontinue its activities at the Demised Premises, and shall proceed only after the LESSOR, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized LESSEE to continue.

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

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

expiration, cancellation or early termination of this Agreement. Furthermore, LESSEE and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with Lessee's Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between LESSEE and/or its assigns and any Lessee's Contractors.

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

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

Prior to the start of any construction activities at the School, and irrespective of LESSEE'S estimate of the cost of construction of the Work, LESSEE shall, at LESSOR'S sole option, provide to the LESSOR a payment and performance bond ("**Bond**") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the Work as determined solely by the LESSOR. The Bond may be in the form

described in Florida Statutes §255.05 or otherwise, so long as all protections and relevant provisions set forth in §255.05 are provided to all persons defined in Florida Statutes §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the Agreement.

LESSEE shall not permit any liens to be filed or attached to the School for any reason whatsoever, including, but not limited to, as a result of the Work performed by LESSEE pursuant to this Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, LESSEE shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of LESSEE, and LESSEE shall cure said violation(s) within thirty (30) days of receipt thereof, at LESSEE'S sole cost and expense. Should LESSEE fail to comply with this requirement, then LESSOR may, by its own effort, cause such lien or other violations to be removed of record and cured. LESSEE shall be liable to the LESSOR for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by the LESSOR.

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

At the completion of the Work, the LESSEE shall secure an inspection of the Work from LESSOR'S designee, verifying that the Work on the Demised Premises has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until the LESSOR'S designee attests to the satisfactory completion of the Work. Subject to the provisions set forth in Article XXII, unless otherwise agreed to by the Parties, all permanent improvements or facilities installed, operated and maintained by the LESSEE within the Demised Premises pursuant to this Agreement shall become the property of the LESSOR, without compensation to the LESSEE, at such time as the LESSOR accepts installation of same as being final and in

compliance with all appropriate regulations.

B. WORK TO BE PERFORMED BY LESSOR:

As set forth above, the Parties acknowledge and agree that, as a condition of entering into this Agreement: (1) LESSOR, at LESSOR'S expense, shall remove or dismantle certain existing improvements from within the Demised Premises that create a safety hazard and impediment to LESSEE'S operations (i.e. water fountains, drying kiln, mounted televisions, capping of gas lines in laboratories, furniture, and assorted educational materials, equipment and supplies) ("**Site Preparation**"). The Parties acknowledge and agree that prior to LESSOR commencing Site Preparation, the Parties, through their authorized designees, shall meet on-site, and shall generate a detailed written list fully describing the work to be completed by LESSOR, which list shall be attached hereto. Prior to occupying the Demised Premises, LESSEE shall provide written concurrence that the work has been satisfactorily completed and is acceptable to LESSEE, which written acceptance shall be attached hereto; and (2) thereafter, LESSEE is seeking for LESSOR to complete certain improvements, alterations or repairs within the Demised Premises, at the sole cost and expense of LESSEE ("**Initial Lessor Project**"). All such work shall comply with all applicable laws, rules, regulations, statutes and codes, including without limitation, the District's design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code. In that regard, prior to the Effective Date of this Agreement, LESSEE and LESSOR shall work collaboratively to establish a scope of work and timeline to complete the Site Preparation and Initial Lessor Project, as well as a detailed cost estimate for the Initial Lessor Project, which documentation, once approved by both Parties, shall be attached hereto and become a part hereof as **Exhibit "D"**. No variation from the scope of work, schedule or budget set forth in Exhibit "D" shall be allowed unless approved by both Parties in writing and attach hereto as a **Revised Exhibit "D"**. At LESSOR'S option, LESSEE shall be invoiced for either partial payment(s) or total project cost of the Initial Lessor Project, and LESSEE shall reimburse LESSOR for the requested amount within thirty (30) days of receipt of an invoice for same and documentation reasonably acceptable to LESSEE verifying the invoiced cost.

Subsequent to completion of the above referenced Initial Lessor Project, LESSEE

may request that LESSOR make certain improvements, alterations or repairs within the Demised Premises, with LESSEE to reimburse the LESSOR for any and all cost of same, in accordance with a mutually agreed to schedule, not to exceed the period remaining in LESSEE'S Charter Contract ("**Future Lessor Project**"). In such event, LESSEE shall submit a written request to LESSOR setting forth the requested improvements, which LESSOR, in its sole authority, may or may not choose to pursue. LESSOR shall, prior to the initiation of any Future Lessor Project, provide the LESSEE with a cost estimate for the requested improvements, and a proposed schedule for reimbursement by LESSEE. The Parties agree that LESSOR shall not commence any work on a Future Lessor Project until LESSOR has received written approval from LESSEE as to the cost of improvements and reimbursement schedule, which approval shall be attached hereto and become a part hereof.

VII.

SUPERVISION

In addition to complying with any and all Emergency Orders, as set forth above, the LESSEE shall comply with all federal, state, local, School Board and School site (as established and enforced by the District Liaison) health, safety, and security requirements and criteria, and provide proper supervision and security for the public, staff, invitees and visitors in its use of the Demised Premises, and maintain the Demised Premises safe and secure at all times.

As set forth in Article II, LESSEE, at LESSEE'S expense, shall station an armed security guard or off-duty District Police Officer on or adjacent to the Parking Lot during LESSEE'S period of use to facilitate the entry and exit of LESSEE'S visitors and guests to and from the Demised Premises, and to ensure that those individuals do not access other non-demised School facilities. If LESSEE utilizes the services of an armed security guard, LESSEE covenants and agrees that such use shall be in full compliance with all applicable federal, state and local laws, rules and regulations, and LESSEE shall be strictly liable and hold the School Board harmless for any losses or claims that may arise related to its use of the armed security guard. It is understood and agreed that, by virtue of its use of an armed security guard, LESSEE certifies to the School Board full compliance with the

above terms and conditions, and further represents and certifies to the School Board that it shall continue to be in full compliance, at LESSEE'S sole cost and expense, with any and all requirements set forth herein, until such time as LESSEE notifies LESSOR otherwise in compliance with the provisions of Article XXIX of this Agreement.

The LESSEE shall secure and lock all doors and gates within the Demised Premises or other areas within the School campus at the completion of LESSEE'S daily use of the Demised Premises. LESSEE acknowledges and agrees that the District Liaison shall have overall responsibility for any School site operational issues, including without limitation, building security, safety, etc., and LESSEE shall comply with all such requirements established by the District Liaison with respect thereto. LESSEE shall promptly notify the LESSOR or its designee of any and all notices or communications received by LESSEE regarding the health, safety, and security of the Demised Premises from any jurisdictional entity, as well as provide notice to LESSOR of any incidents that occurred on or near the Demised Premises, in relation to any health and safety issues or law enforcement incidents. Thereafter, LESSEE shall provide the LESSOR with all information reasonably requested by the LESSOR, and shall cooperate with LESSOR in implementing any policies or procedures by LESSEE required to mitigate any further incidents in this regard. This representation by LESSEE shall constitute a material inducement for LESSOR to enter into this Agreement.

VIII.

MAINTENANCE AND CUSTODIAL SERVICES

Other than as set forth below, LESSOR shall provide all routine maintenance and repair 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 ("**Routine Maintenance**"). Routine Maintenance will be provided in compliance with the LESSOR'S standards, operating procedures and frequency of service. LESSEE shall reimburse LESSOR for LESSEE'S proportionate share of this service, as a portion of Operating Expenses, as outlined in Article IV of this Agreement. The Parties acknowledge and agree that, as of the Effective Date, LESSOR shall not provide routine

custodial/janitorial services within the Demised Premises, including, generally, floor care/cleaning, light dusting, cleaning and servicing of bathrooms and removal of garbage (“**Routine Custodial**”).

In the event the Parties agree that, given the unique operational requirements of LESSEE, LESSOR shall provide maintenance services beyond Routine Maintenance (“**Non-Routine Maintenance**”) and/or custodial services beyond Routine Custodial (“**Non-Routine Custodial**”), which LESSOR may or may not agree to do at its sole discretion, the Parties, through their authorized designees shall establish the scope and cost of such Non-Routine Maintenance and/or Non-Routine Custodial in writing, and the Operating Expenses attributable to LESSEE shall be adjusted accordingly. In all other respects, LESSEE shall be responsible, at its sole cost and expense, for providing any Non-Routine Maintenance and/or Non-Routine Custodial as is necessary to facilitate its operations.

The Parties further acknowledge and agree that if Routine Maintenance requirements within the Demised Premises are excessive due to use by LESSEE under this Agreement, the Parties shall work in good faith to resolve this matter. LESSOR shall have no responsibility for repair or maintenance of any specialized furniture, fixtures or equipment installed or utilized by LESSEE within the Demised Premises related to LESSEE’S operations.

The Parties acknowledge and agree that it may be necessary, from time to time, for certain capital improvements/repairs to be made to the School facility or elsewhere on the Demised Premises beyond Routine Maintenance (“**Capital Improvements/Repairs**”). Capital Improvements/Repairs may include, but are not limited to, major repair and/or replacement of the roof, electrical/plumbing systems, structural systems, Heating Ventilation Air Conditioning systems, elevators, site drainage and substantive repairs/upgrades to the parking lot or playfield. In the event such Capital Improvements/Repairs are completed by LESSOR, LESSEE acknowledges and agrees that its proportionate share of the cost of same shall be included as a part of LESSEE’S Operating Expenses obligations.

Notwithstanding the above or any other provisions of the Agreement, while operating under any Emergency Order or School Board Policy relating thereto, the LESSEE shall be solely legally responsible and fully liable for compliance with all maintenance requirements and mitigating measures, at LESSEE’S sole cost and expense. Enforcement

of these procedures is a condition precedent to LESSEE'S continued use and occupancy of the Demised Premises under any Emergency Order or School Board Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement and may result in the cancelation of this Agreement, at the School Board's sole option, as set forth in Article XVIII. Occupancy of the Demised Premises by LESSEE while operating under any Emergency Order or School Board Policy relating thereto shall be deemed a representation to LESSOR, on which LESSOR will rely, that LESSEE is in full compliance with all Emergency Orders, and will continue to be in full compliance with all applicable Emergency Orders.

IX.

INSURANCE

In addition to the provisions set forth in Article XIII of this Agreement, the LESSEE shall, on or before the Effective 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.

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$ 1,000,000 Each Accident

\$ 1,000,000 Disease - Policy Limit

\$ 1,000,000 Disease - Each Employee

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 the Agreement.

X.

FURNITURE, FIXTURES AND EQUIPMENT

As a condition of entering into this Agreement, LESSEE shall work collaboratively with LESSOR'S designee to generate a written inventory of any furniture, fixtures and equipment ("FF&E") owned by the LESSOR and located within the Demised Premises as of the Commencement Date of this Agreement, which FF&E shall be retained and used by LESSEE under this Agreement, and such inventory shall be attached hereto and become a part hereof as **Exhibit "E"**. LESSEE acknowledges and agrees to reimburse LESSOR within thirty (30) days of receipt of notice from LESSOR for any and all damaged or missing FF&E not otherwise accounted for, subject to an updated inventory to be completed by the Parties periodically and upon the termination, cancellation or expiration of this Agreement. 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, at the then current cost.

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. The Parties further acknowledge and agree that if utilities and other services serving the Demised Premises are excessive due to use by LESSEE under this Agreement, the Parties shall work in good faith to resolve this matter.

XII.

INDEMNIFICATION AND HOLD HARMLESS

LESSEE shall hold harmless and indemnify the LESSOR, its members, officers

and employees, against any claim, action, loss, damage, injury, 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 to the extent caused by to the performance of this Agreement (including goods and services provided thereto) by or on behalf of LESSEE. These indemnity obligations shall not apply to the extent said claims arise out of, pertain to, or relate to the negligence of the LESSOR or LESSOR'S agents, directors, officers, employees and independent contractors. Notwithstanding the above or any other provision of this Agreement, LESSEE agrees that, while operating under any Emergency Order or School Board Policy relating thereto, the LESSEE shall indemnify and hold harmless and defend the School Board, its employees, agents and representatives, from any and all liability, damages, expenses, including attorney's fees and court costs through all appeals, claims and lawsuits arising out of or in connection with LESSEE'S compliance and/or implementation of the Emergency Order or School Board Policy relating thereto, or caused by LESSEE'S negligent implementation of the Operating Plan.

Notwithstanding the above, LESSEE agrees, at its own expense, and upon written request by the LESSOR, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to LESSEE'S performance under this Agreement. Further, LESSEE shall indemnify LESSOR against any successful Claims Bill imposed on the LESSOR to the extent caused by LESSEE'S actions under this Agreement and shall make payment under any such successful claim.

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

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 whole or in part 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, without the LESSOR'S prior written consent, which may be withheld at the LESSOR'S sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a material breach under this Agreement, and may result, at LESSOR'S sole option and without penalty, in the cancelation of this Agreement, as set forth in Article XVIII.

XVI.

EXTENSION OF AGREEMENT

Provided LESSEE remains a District Managed Charter School, and any proposed extension of this Agreement beyond the Initial Lease Term shall not exceed the term set forth in the above referenced Charter Contract, this Agreement may be extended at the sole option of LESSOR for the period not exceeding the expiration date of LESSEE'S then current Charter Contract, under the same terms and conditions contained in this Agreement other than payment of Rent (as set forth below), provided LESSEE gives written notice to the LESSOR at least ninety (90) days prior to the expiration of the then current term, and LESSEE is not in default of this Agreement. LESSOR'S approval shall not be unreasonably withheld. The Parties acknowledge and agree that any extension of the term shall be accomplished through the execution by the Parties of an amendment to this Agreement in compliance with the provisions set forth in Article XXIII.

If such an extension is granted, Rent for the first one-year period of the extension shall be adjusted to reflect that the amount to be collected for the first 50 students enrolled in LESSEE'S program and attending the North Campus shall increase from One Thousand Dollars (\$1,000) per student, to One Thousand Twenty Dollars (\$1,020) per student, and for each student thereafter, the amount shall increase from One Thousand Five Hundred Dollars (\$1,500) per student, to One Thousand Five Hundred Thirty Dollars (\$1,530) per student. The total annual Rent for this period shall remain at a not-to-exceed amount of Four Hundred Fifty Thousand Dollars (\$450,000). For the second one-year period of the extension, and for each one-year period of the extension thereafter, the amount of Rent for the first 50 students, as well as for each student thereafter, shall increase by Two Percent

(2%) over the prior year's amount. By way of example only, the Rent for the second one-year period of the extension shall be \$1,040.40 for the first 50 students and \$1,560.60 for each student thereafter. The total annual Rent for any one-year extension period shall remain at a not-to-exceed amount of Four Hundred Fifty Thousand Dollars (\$450,000). In all instances, the non-FTE based rental obligation shall be made in conformance with the provisions set forth in Article IV.

XVII.

CANCELLATION

In addition to the provisions of Articles XVIII, XXX, XXXIX(J) and XXXIX(M), 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 ninety (90) days prior to the effective date of said cancellation, provided that any such cancellation by LESSOR shall not take effect during LESSEE'S regular academic school year. In addition to the above, the Parties acknowledge and agree that: (1) LESSOR may cancel the Agreement for cause and without penalty, in the event of an uncured material breach by LESSEE, as set forth below; and (2) the cancellation, termination or expiration of the above referenced Charter Contract, or discontinuance of LESSEE'S operations as a District Managed Charter School, shall serve to automatically cancel this Agreement by operation of law, without further notice from LESSOR or action by the Parties.

In the event of cancellation or termination by either Party, the Demised Premises shall be surrendered in accordance with the provisions of Article XXII.

XVIII.

DEFAULT

LESSOR shall notify LESSEE in writing regarding LESSEE'S failure to perform or to comply with the terms and condition of this Agreement. If LESSEE fails to cure the default within thirty (30) days after receiving written notice or does not provide LESSOR with a written response indicating the status of LESSEE'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, LESSOR shall have the right

to immediately terminate this Agreement, without penalty, and occupy the Demised Premises.

Notwithstanding the above, the Parties acknowledge and agree that any material breach of this Agreement by LESSEE beyond the Cure Period (defined below) may result in the cancellation of this Agreement, irrespective of any other provisions of this Agreement. LESSOR shall provide LESSEE with written notice of a material breach of this Agreement, specifying the facts that form the basis of the material breach. LESSEE shall have three (3) business days from the date it receives the written notice to cure the material breach (“**Cure Period**”). The following shall constitute a material breach on the part of LESSEE: (1) other than discontinuing on-site activities to protect the health and wellbeing of clients and staff during a health emergency, failure to operate LESSEE’S program(s) 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(J) of this Agreement, (6) unauthorized assignment or sublet of the Demised Premises, (7) failure to pay Operating Expenses or any other expenses to LESSOR as provided for in Article IV of this Agreement, (8) use of the Demised Premises for any reason not provided for in Article V of this Agreement, (9) failure to comply with COVID-19 protocols or any other pandemic protocols, including any and all Emergency Orders and the provisions of the Certificate of Compliance, as set forth in Article V of this Agreement, and (10) failure to comply with the security and safety criteria set forth in Article VII of this Agreement.

LESSEE shall notify LESSOR in writing regarding LESSOR’S failure to perform or to comply with the terms and conditions of this Agreement. If LESSOR fails to cure the default within thirty (30) days after receiving written notice or does not provide LESSEE with a written response indicating the status of LESSOR’S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, LESSEE shall have the right

to immediately terminate this Agreement, without penalty.

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

The LESSEE shall not allow or engage in any activity which may impact the LESSOR'S immunity or exemption from the consequences of any tax whatsoever. LESSEE shall be responsible for collection and payment of any taxes, fees or other assessments, including but not limited to sales tax, ad valorem tax, all licenses, permits or other taxes which may be imposed on the Demised Premises or School, due as a result of the leasing, use and occupancy of the Demised Premises by LESSEE. Non-compliance shall be deemed a material breach of this Agreement.

If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to LESSEE'S lease, use or occupancy of the Demised Premises, LESSEE acknowledges and agrees that it shall be responsible for compliance with all applicable requirements,

including any upgrades, modifications or changes, at LESSEE'S sole cost and expense. Non-compliance shall be deemed a material breach of this Agreement.

XXII.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, LESSEE agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the Demised Premises to LESSOR in good order and repair and in as good condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. The LESSEE shall be required to promptly remove all of LESSEE'S personal property and other items belonging to LESSEE from the Demised Premises. In addition, LESSEE shall be required, at LESSOR'S sole option, to: (1) re-key locks changed by LESSEE, if any, back to the School's key system; and (2) to remove any improvements, facilities or signage constructed or installed by LESSEE under this Agreement, and to restore the Demised Premises to the same or better condition as existed before the Commencement Date of this Agreement. Notwithstanding the above, in the event LESSOR elects to retain any or all improvements constructed by LESSEE, LESSEE agrees to convey title to the improvements to LESSOR, without compensation due LESSEE.

LESSEE shall surrender all LESSOR-owned FF&E, 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

In addition to any requirements set forth elsewhere in this Agreement, LESSOR

and LESSEE, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement, which shall be accomplished through the execution by the Parties of an amendment to this Agreement duly approved by the School Board in compliance with all applicable laws, including, without limitation, Section 1013.15(1), F.S. 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, ethnic or national origin, citizenship status, mental or physical handicap, genetic information, age, political beliefs, sexual orientation, gender, gender identification, marital status, social and family background, linguistic preference, pregnancy or as otherwise provided by law, in the use of the Demised Premises. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the Demised Premises by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXV.

LEGAL FEES AND COURT COSTS

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

XXVI.

CONSTRUCTION OF AGREEMENT

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

XXVII.

SEVERABILITY

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

XXVIII.

WAIVER

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

XXIX.

NOTICE AND GENERAL CONDITIONS

A. All notices or communications under this Agreement by either Party to the other ("**Notice**") 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
Office of School Facilities
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-1607
E-mail: RPerez6@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Office of 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

In the case of notice or communication to LESSEE:

South Florida Autism Charter School, Inc.
Attention: Glenn Pierce
3751 West 108 Street
Hialeah, FL 33018
Email: Glennpierce2534@gmail.com

With a copy to:

South Florida Autism Charter School, Inc
Attention: Dr. Tamara Moodie
3751 West 108 Street
Hialeah, FL 33018
Email: drmoodie@sfacs.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 designee shall be the party designated by the LESSOR to grant or deny any modifications and approvals required by this Agreement related to any construction by LESSEE within the

Demised Premises, LESSEE'S use of the Demised Premises on weekends or District Holidays, routine coordination and use of the Demised Premises, or for any other routine operational issues.

D. In addition to the above, the Superintendent of Schools shall also be the party designated by the LESSOR to grant or deny any approvals required by this Agreement within the authority granted him by the School Board in this Agreement, and to grant or deny any approvals required under this Agreement, including without limitation, amending any of the exhibits to the Agreement, placing the LESSEE in default, and renewing, extending, canceling or terminating the Agreement as provided herein.

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

F. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "**Day**" as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for LESSOR and counsel for LESSEE may deliver Notice on behalf of 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 by giving a minimum of thirty (30) days advance written notice to the LESSEE, or repair or replace the damaged/destroyed facilities, at LESSOR'S expense. The Parties acknowledge and agree that, as set forth in this Article, repair/replacement of the damaged/destroyed facilities by the LESSOR, if the LESSOR so elects, shall be strictly and exclusively limited to repair/replacement of those improvements necessary to render the Demised Premises capable of serving the District's public school students and staff in a traditional public school setting, and, unless LESSOR so chooses, shall not include any construction, improvements or upgrades to the Demised Premises that may have been completed by the LESSEE under this Agreement. 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, coordination with FEMA or other governmental entities, cost of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then LESSEE may, at its sole option, place the LESSOR in default.

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

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

XXXI.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term “**Hazardous Substances**” shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term “**Environmental Law**” shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the School, or arising from LESSEE’S use or occupancy of the Demised Premises, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the Demised Premises. The term “**Hazardous Substances Discharge**” shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the Demised Premises (unless caused solely by LESSOR), or that arises at any time from LESSEE’S use or occupancy of the Demised Premises.

LESSEE shall not cause or permit to occur: (a) any violation of any Environmental Law in the Demised Premises or School or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on,

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

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, the Jessica Lunsford Act, COVID-19 restrictions or any restrictions and/or measures relating to a pandemic as may be defined by federal, state, local and/or School Board policy, as all may be further amended from time to time and to the extent required by applicable law, whichever is more restrictive. The Parties further agree that this Agreement may be modified by the

School Board in compliance therewith.

XXXIII.

SUBORDINATION AND ESTOPPEL

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, the Demised Premises or the School, or any portions thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, LESSEE shall execute, within thirty (30) calendar days of request, any certificate that LESSOR may request. In addition, at LESSOR'S request, LESSEE shall execute and return an Estoppel Letter, confirming the substantive terms and status of this Agreement, within thirty (30) days of receipt of such a request.

XXXIV.

**FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS &
ACCESS TO RECORDS**

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

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

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

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

XXXV.

SIGNAGE

LESSEE may erect, at its sole cost and expense, identification signage on the exterior of the School or within the Demised Premises, subject to the prior written approval of LESSOR, or its designee, and in conformance with all rules and regulations governing public schools. Any identification signage erected by LESSEE shall include the following: "a

Miami-Dade County Public Schools Managed Charter”.

Upon the termination, expiration or cancellation of this Agreement, LESSEE shall remove from the Demised Premises or School campus 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, all at LESSEE’S expense.

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 School Board Policies, relating to the School, including, without limitation, third party advertising, installation of wireless telecommunications facilities and/or other similar endeavors, provided such endeavors do not unreasonably interfere with LESSEE’S rights to peaceful enjoyment of the Demised Premises.

XXXVII.

LESSEE’S REPRESENTATIONS

LESSEE is duly organized, validly existing, and in good standing under the laws of the State of Florida and is duly qualified to transact business in the State of Florida. LESSEE’S Charter Contract and District Managed Charter Agreement shall remain in full force and effect, and LESSEE’S corporate status shall remain active and in good standing throughout the term of this Agreement, and LESSEE shall provide evidence of same to LESSOR, prior to the Effective Date of this Agreement and annually thereafter, as required by the LESSOR. 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.

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 in the public records of Miami-Dade County, Florida, in any form by either Party.
- B. EMINENT DOMAIN: If the Demised Premises or any part of the School are taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. Operating Expenses will be prorated to the date of termination. LESSEE may pursue all available remedies for the taking but will have no interest in the award made to the LESSOR.
- C. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- D. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.
- E. WAIVER OF TRIAL BY JURY: THE PARTIES WAIVE TRIAL BY JURY IN ANY

ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT OR LESSEE'S USE OR OCCUPATION OF THE DEMISED PREMISES.

- F. **BROKERS:** LESSEE represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of LESSEE ("**Indemnitor**"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the LESSOR ("**Indemnitee**"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.
- G. **PROMOTION:** Other than activities undertaken to promote LESSEE'S program, LESSEE shall not be permitted to use the Demised Premises or School for any type of promotion or advertising of any kind or nature whatsoever.
- H. **USE APPROVALS:** LESSEE shall be responsible for determining and securing, at its sole cost and expense, all federal, state, county, municipal and/or other permits, licenses, use approvals, occupational licenses, certificates or approvals needed, if any, for the operation of LESSEE'S program at the Demised Premises, prior to the Commencement Date of the Agreement.
- I. **COUNTERPARTS:** This Agreement and any amendments thereto may be signed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement.
- J. **TAX-EXEMPT STATUS:** In addition to the provisions of Article 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, 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.

- K. SOVEREIGN IMMUNITY: No provision contained in this Agreement shall be deemed a waiver of the LESSOR'S sovereign immunity.
- L. AFFIDAVIT: Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity, under penalty of perjury, that the nongovernmental entity does not use coercion for labor or services as defined in that statute. In compliance with the Florida Statute, and as a condition precedent to the Commencement of this Agreement, the LESSEE shall execute the attached affidavit, which shall be attached hereto and become a part hereof as **Exhibit "F"**.
- M. E-Verify: As per Florida Statutes, as amended from time to time, LESSEE shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Should LESSEE utilize a subcontractor to perform services under this Agreement, LESSEE shall obtain an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If LESSEE fails to obtain the Affidavit from subcontractor and/or register with and use the E-Verify system, School Board shall terminate this Agreement immediately. In addition, the LESSEE may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public employer as a result of the termination of a contract.

- N. 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.
- O. HEADINGS FOR CONVENIENCE ONLY: The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

XL.

ENTIRE AGREEMENT

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

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

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

WITNESSES AS TO LESSOR:

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

Print
Name: _____
Address: 1450 NE 2 Ave., Miami, Fl. 33132

By: _____
Dr. Jose L. Dotres
Superintendent of Schools
Date: _____

Print
Name: _____
Address: 1450 NE 2 Ave., Miami, Fl. 33132

RECOMMENDED:

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

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

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

General counsel
Date: _____

Office of Risk and Benefits Management
Date: _____

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

Treasury Management
Date: _____

WITNESSES AS TO LESSEE:

LESSEE:
SOUTH FLORIDA AUTISM CHARTER
SCHOOLS, INC.

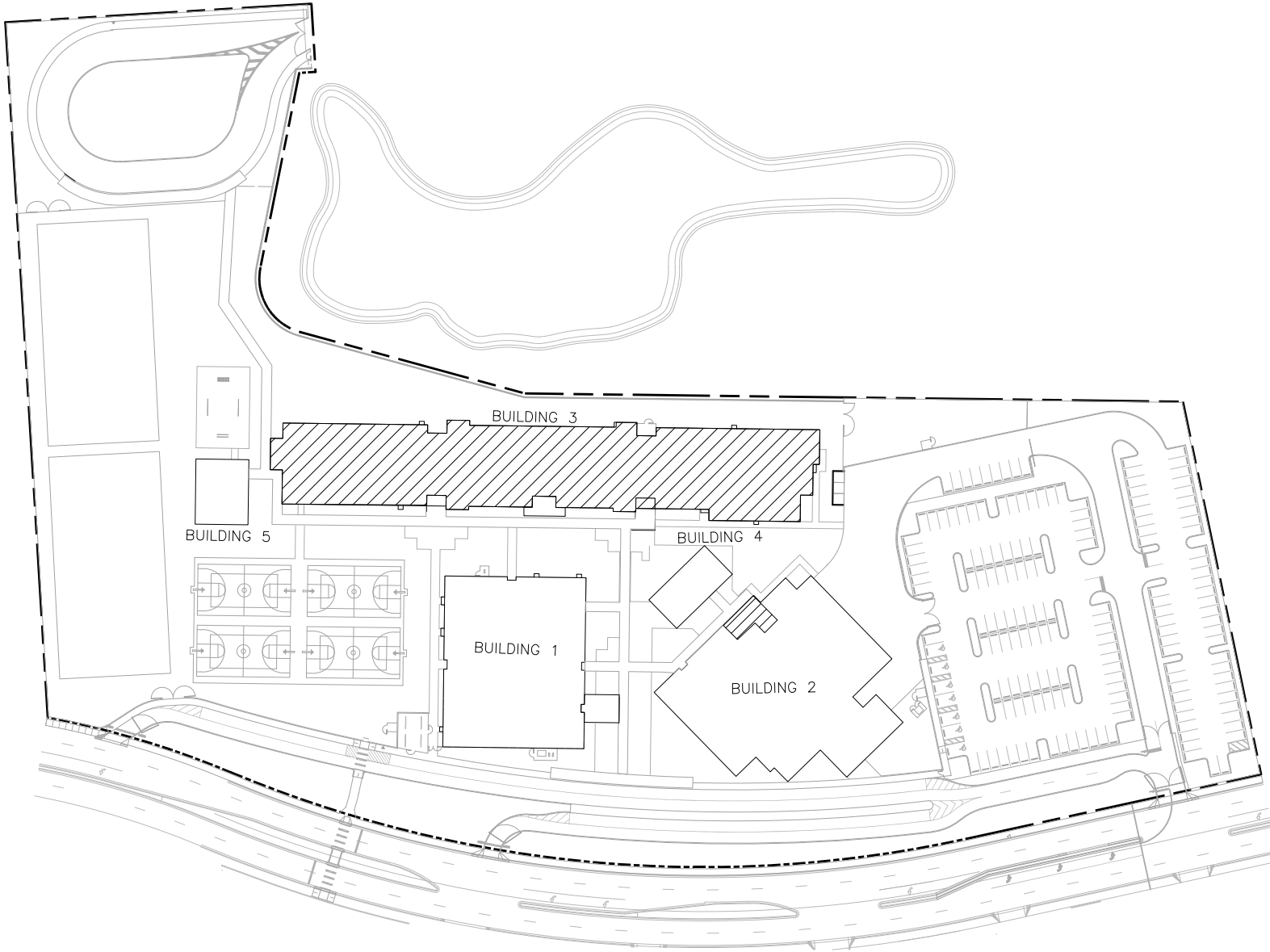
Print
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By: _____
Name: _____
Title: _____
Address: _____
Date: _____


Print
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Address: _____

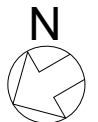
Exhibit "B"

Country Club Middle School



Legend

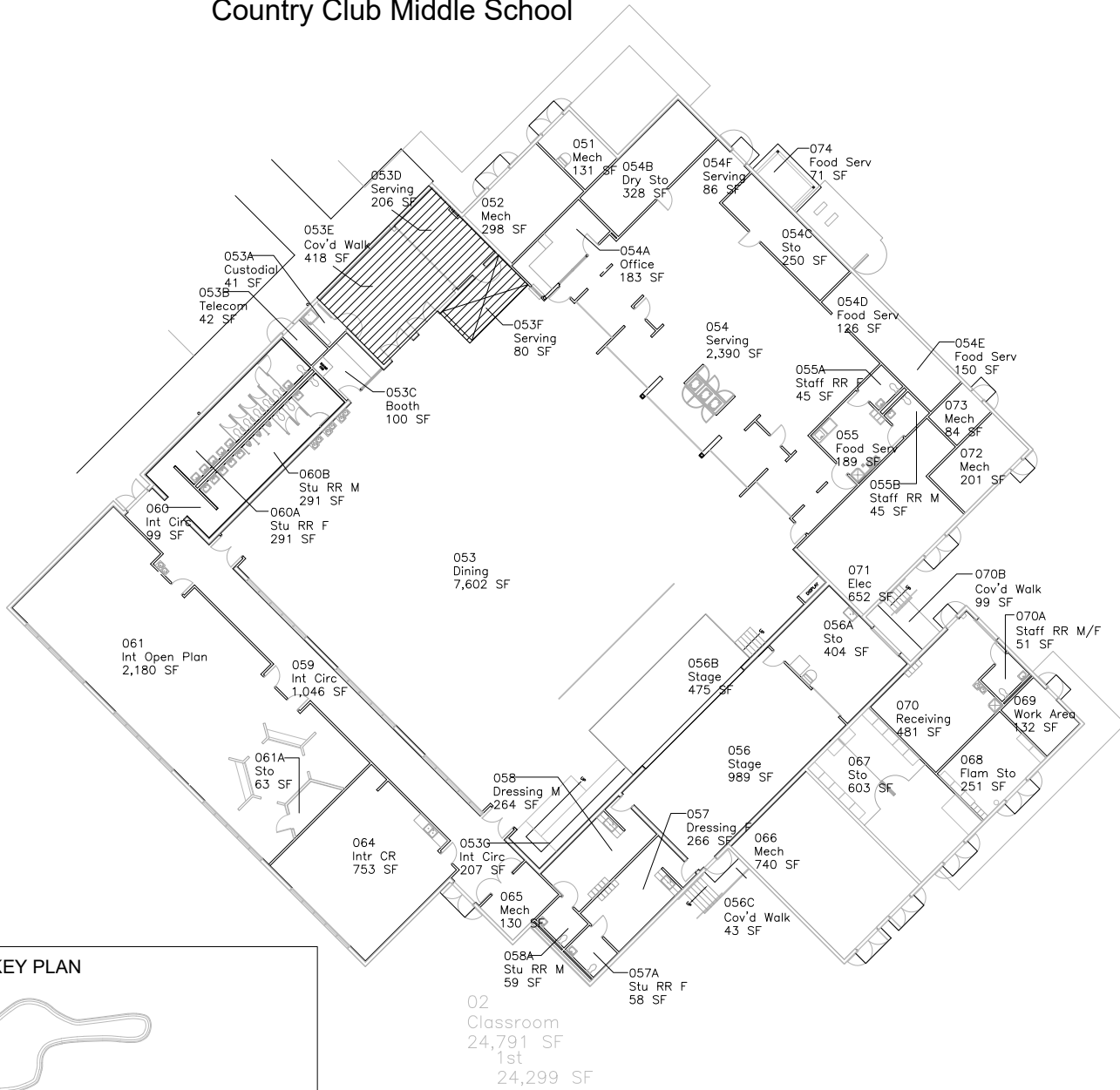
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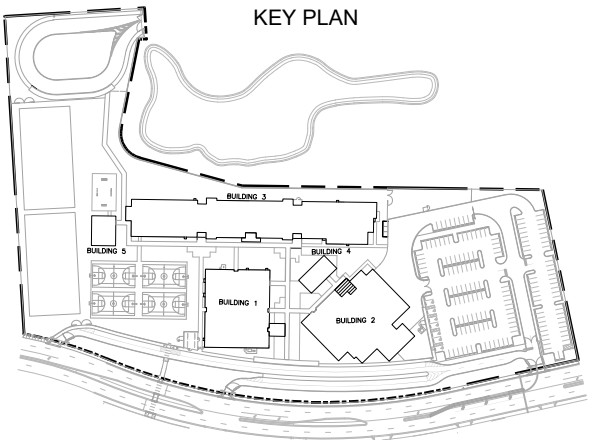
Not to scale

Exhibit "B"


Country Club Middle School



KEY PLAN



Legend

 Demised Area



Not to scale

Exhibit "B"

Country Club Middle School

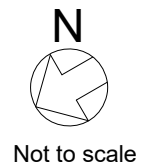
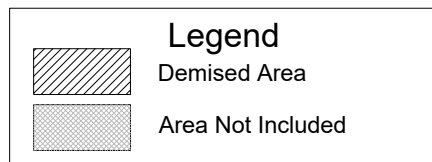
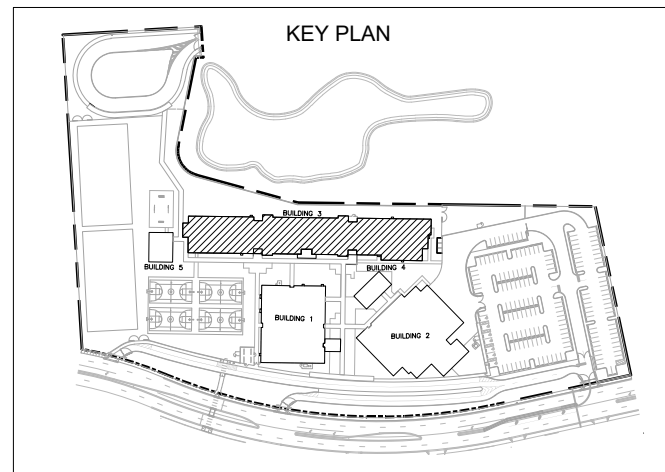
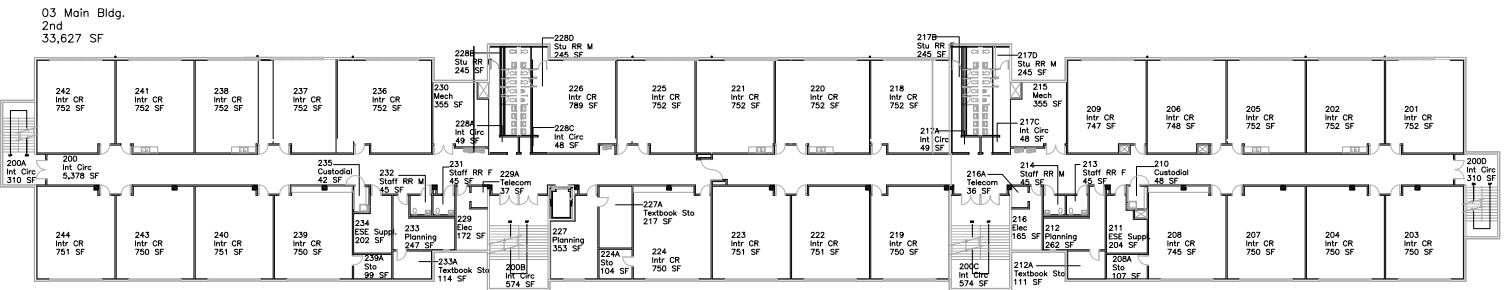
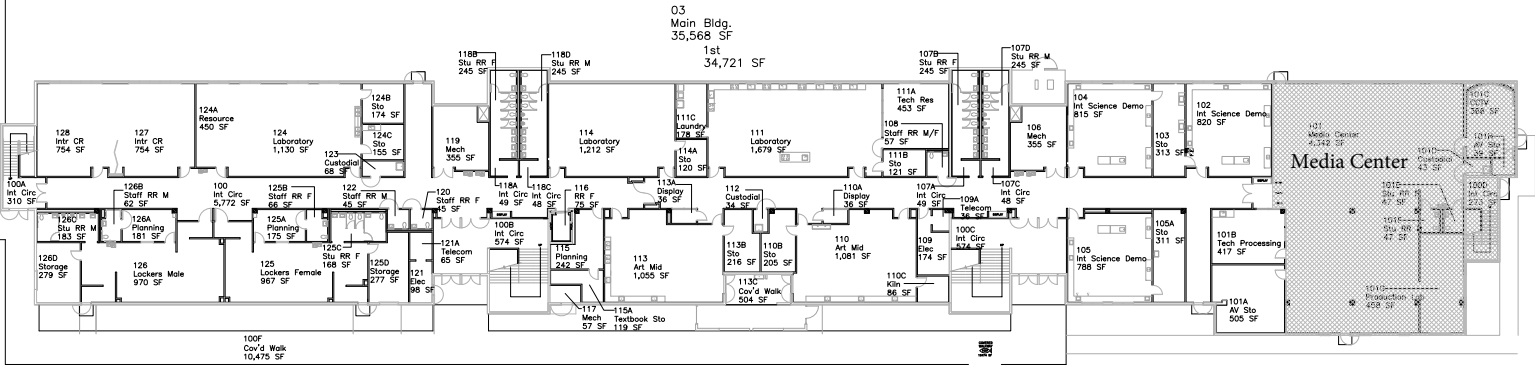


Exhibit "B"

Country Club Middle School

List of Rooms

Building 02:

- Room: 053D, 053E, 053F (**Note:** Room 053E, containing approximately 418 square feet of covered walkway, will be shared by the LESSEE as a food serving area and by the BOARD as a means of ingress/egress to the Dining Area of Building 02)

Building 03:

- All of first floor with the exception of the Media Center (Rooms 101, 101A, 101B, 101C, 101D, 101E, 101F, 101G, and 101H, containing approximately 6,264 square)
- All of second floor (inclusive of all classroom and ancillary space)

Note: The room numbers and square footage noted herein correspond to the room numbers and square footage in LESSOR'S FISH drawings for Country Club Middle School, dated October 21, 2015.