Office of Superintendent of Schools September 30, 2026
Board Meeting of October 14, 2026

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

SUBJECT: **AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT WITH PARADISE CHRISTIAN SCHOOL, INC. (D/B/A PARADISE EARLY LEARNING ACADEMY), FOR THE OPERATION OF AN EARLY CHILDHOOD EDUCATION PROGRAM AT EUGENIA B. THOMAS K-8 CENTER**

COMMITTEE: **FACILITIES AND CONSTRUCTION**

LINK TO STRATEGIC PLAN: **EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES**

Background

On November 18, 2024, the District issued Invitation to Negotiate No. ITN-23-027-CM – External Early Childhood Education Program ("ITN"), to identify qualified and experienced external providers to support early childhood education services through a strategic public-private partnership.

At the School Board meeting of May 14, 2025, the ITN was rejected and the Superintendent and/or designee was authorized to enter into direct negotiations and execute contracts with suppliers for the services set forth in the ITN, pursuant to Board Policy 6320 and Florida Administrative Code 6A-1.012.

Pursuant to this authorization, the District negotiated with Paradise Christian School, Inc., a Florida not for profit corporation (d/b/a Paradise Early Learning Academy), to establish an Early Childcare Public-Private Partnership. The proposed partnership will provide before, during, and after-school early childhood education services for children from birth through age three, with the potential of serving four-year-olds, and support transition and enrollment into District pre-kindergarten and kindergarten programs. This initiative will expand access to early learning opportunities and support school readiness.

Proposed Lease Agreement

Subject to approval by the Board, the proposed Lease Agreement provides for Paradise Christian School, Inc., to utilize the designated space at Eugenia B. Thomas K-8 Center ("School"), located at 5950 N.W. 114th Avenue, Doral, for the operation of an early childhood education program.

Accordingly, it is recommended that the Superintendent of Schools be authorized to finalize negotiations and execute a Lease Agreement between the Board and Paradise Christian School, Inc. ("Paradise"), under, substantially, the following terms and conditions, upon a determination by the Board that the Lease Agreement is in the best interest of the Board:

- The leased area shall consist of approximately One Thousand Nine Hundred Eighty-Six (1,986) square feet of classroom space in Building 04 (the "Demised Premises");
- The lease term shall commence on the date that Paradise gains physical access to the Demised Premises, and shall end on June 30, 2031. The Lease Agreement may be extended for one (1) additional period of two (2) years, at the sole option of the Board. In that event, the rental rate shall increase each year by four percent (4%) over the prior year's annual rental rate;
- The annual rental rate for the period ending June 30, 2027 shall be Fifty-four Thousand Six Hundred Fifteen Dollars and 00/100 ($54,615.00). The rental rate for the second through the fourth year shall increase each year by four percent (4%) over the prior year's annual rental rate;
- In addition to rent, Paradise shall pay its proportionate share of operating expenses for the School, which may include, but are not limited to, routine building and grounds maintenance, custodial and janitorial services, trash pick-up, utilities and the District's property insurance. For purposes of this Lease Agreement, Paradise has opted not to receive custodial/janitorial services from the District, and such services shall not be provided by the District or be an obligation of Paradise as a part of operating expenses;
- Paradise shall have access and use of the Demised Premises on those days and during those hours as may be required to operate its program, typically Monday through Friday from 7:30 a.m. to 6:00 p.m., provided such operations do not require special accommodations or operating costs by the District (i.e. afterhours operation of the HVAC system, District staff overtime, etc.). Use of the Demised Premises during periods when the District would typically be closed (i.e. Winter Break, Spring Break, National Holidays, etc.), may require Paradise to comply with special accommodations and/or be responsible for certain expenses;
- Paradise will comply with all federal, state, local, School Board and School site health, safety, and security requirements and criteria (as established and enforced by the School Administrator), 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;
- In addition to an uncured default or damage & destruction, the Board may cancel the Lease Agreement at any time: (1) if the Board sells the Demised Premises, by

giving Paradise written notice at least nine (9) months prior to the effective date of said cancellation; (2) if the Demised Premises is required for a District purpose, as it may be solely determined by the Board, by giving Paradise written notice at least twelve (12) months prior to the effective date of said cancellation; and (3) notwithstanding the preceding, the Board may cancel the Lease Agreement at will, by giving Paradise written notice at least twelve (12) months prior to the effective date of said cancellation. In addition to the above, Board may cancel the Lease Agreement for cause and without penalty, in the event of an uncured material breach by Paradise;

- For purposes of the Lease Agreement, the Superintendent or designee shall be the party designated by the Board to grant or deny any modifications and approvals required by the Lease Agreement related to any construction by Paradise within the Demised Premises, Paradise'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; 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 Lease Agreement within the authority granted him by the Board in the Lease Agreement, and to grant or deny any approvals required under this Lease Agreement, including without limitation, amending any of the exhibits to the Lease Agreement, placing Paradise in default, and renewing, extending, canceling or terminating the Lease Agreement.

The proposed Lease 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 Lease Agreement in its final form is attached hereto.

Approval of this item is recommended as it supports the District's efforts to expand early childhood services through strategic partnerships, and the efficient use of District facilities.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, upon its determination that entering into the agreement described herein is in the best interest of the Board, authorize the Superintendent to:

1) finalize negotiations and execute a Lease Agreement with Paradise Christian School, Inc. ("Paradise"), for operation of an early childhood education program at Eugenia B. Thomas K-8 Center, located at 5950 N.W. 114th Avenue, Doral, substantially as set forth in the agenda item;

2) grant or deny any modifications and approvals required by the Lease Agreement related to any construction by Paradise within the Demised Premises, Paradise'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;

3) grant or deny any approvals required by this Lease Agreement within the authority granted him by the School Board in the Lease Agreement, and to grant or deny any approvals required under the Lease Agreement, including without limitation, amending any of the exhibits to the Lease Agreement, placing Paradise in default, and renewing, extending, canceling or terminating the Lease Agreement, as provided in the Lease Agreement, and

4) deposit all lease rental revenues generated under this Lease Agreement into the District's accounts and legally restrict for public educational and facility infrastructure purposes. To ensure strict compliance with tax-exempt regulations and maximize community impact, these revenues shall be distributed across three allocation buckets: Host School- to be used exclusively for the physical improvement of the school campus or projects directly benefiting the student body, District-wide Priorities- to support capital projects, educational programming, and systemic improvements strictly aligned with the objectives of the 2026–2031 Strategic Plan, and Enterprise Growth- to support the continued development, capitalization, and expansion of District Enterprise Development projects specifically including the early childhood initiative enabling the District to scale similar partnerships and extend these benefits to additional school communities. These revenues will be apportioned in consultation with District, Region, and school administration.

LEASE AGREEMENT

THIS LEASE AGREEMENT (**"Lease Agreement"**), is made and entered into this ___ day of _____, 2026, 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 **"Board"** or **"School Board"**), and PARADISE CHRISTIAN SCHOOL, INC., a Florida not for profit corporation (d/b/a PARADISE EARLY LEARNING ACADEMY) (the **"LESSEE"**). The LESSOR and LESSEE are sometimes referred to in this Lease Agreement individually as a **"Party"** and collectively as the **"Parties"**.

WITNESSETH

WHEREAS, Miami-Dade County Public Schools (**"District"**) issued Invitation to Negotiate No. ITN-23-027-CM – *External Early Childhood Education Program* on November 18, 2024, with the bid opening subsequently held on January 21, 2025, to identify a qualified and experienced external early childhood education provider to participate in an Invitation to Negotiate (**"ITN"**) for the establishment of a strategic year-round partnership with before, during, and pre-school programing; and

WHEREAS, the School Board, at its meeting of May 14, 2025, (Board Item E-147, Board Action No. 123,845) rejected the ITN and authorized the Superintendent of Schools (**"Superintendent"**) and/or designee to enter into direct negotiations and execute direct contracts with supplier(s) for the services set forth in the ITN, in accordance with Board Policy 6320 and Florida Administrative Code 6A-1.012; and

WHEREAS, the LESSOR owns and has under its jurisdiction certain real property known as Eugenia B. Thomas K-8 Center, located at 5950 N.W. 114th Avenue, Doral, Florida 33178, also known as Folio# 35-3018-004-0020, inclusive of all recreational facilities, classrooms, parking and ancillary spaces (**"School"**); and

WHEREAS, after extensive negotiation between Miami-Dade County Public Schools ("**District**") and LESSEE, and in compliance with the above referenced Board Policy, the Parties have agreed to enter into an Early Childcare Public-Private Partnership

(**"Public-Private Partnership"**) to establish a collaboration that serves the early childhood educational needs of the community; and

WHEREAS, in furtherance of this Public-Private Partnership, the Parties are desirous of entering into this Lease Agreement under the terms and conditions set forth below, to allow LESSEE to occupy a portion of the School to provide a continuum of care for children ages birth to three and their families, with the potential for serving four-year-olds, to facilitate a seamless transition to District prekindergarten and kindergarten programs; and

WHEREAS, the School Board, in accordance with Board Item E-147, Board Action No. 123,845, has determined that it is in the best interest of the Board to enter into a Lease Agreement with LESSEE to provide childcare services at the School under terms and conditions set forth therein; and

WHEREAS, LESSEE acknowledges and agrees that as a condition precedent to entering into this Lease Agreement and continuing its uninterrupted use and occupancy of the Demised Premises (as such term is defined below) thereafter, LESSEE represents and affirms that it shall provide the services set forth in the above referenced ITN; failing which, LESSEE may cancel this Lease Agreement as set forth below; and

WHEREAS, the LESSEE has formulated a plan for operating its 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 Lease Agreement in accordance with Agenda Item F-__, Board Action No. ___,___, at its meeting of _____ ("**Board Authorization Date**"); and

WHEREAS, LESSEE has authorized all signatories to this Lease Agreement, at a meeting duly noticed, held on ____N/A_____, in accordance with its By-Laws and

regulations and at which meeting a quorum was present, to execute this Lease 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 Lease Agreement (as defined below), LESSEE shall lease from LESSOR a portion of the School consisting of approximately One Thousand Nine Hundred Eighty-six (1,986) square feet of classroom space in Building 04, as more particularly described below and in **Exhibit "B"**, attached hereto and made a part hereof (the **"Demised Premises"**). In addition, LESSEE shall have use of the School's parking lot (**"Parking Lot"**), located South of Building 04 adjacent to NW 58 Street, during its period of use of the Demised Premises. LESSEE'S use of the Parking Lot shall be non-exclusive, with the exception of parking spaces one (1) through six (6), as depicted in the Parent Access & Drop-Off illustration attached hereto and made a part hereof **Exhibit "C"**, which shall be reserved for LESSEE'S use. Although these parking spaces will be set aside for exclusive use by LESSEE, the District will not be obligated to staff or enforce such use. In addition, LESSEE'S clients, visitors, guests and invitees, including parents of enrolled children, shall be permitted to utilize the Parking Lot for purposes of student drop-off and pick-up and the reserved parking spaces,

following the established traffic direction, as depicted in Exhibit “C”.

Notwithstanding the above, LESSEE may utilize the playground and open green space area adjacent to Building 04, during its period of use of the Demised Premises as specifically scheduled with and authorized by the School principal or designee (**“School Administrator”**). Such use shall be in strict compliance with the terms and conditions of this Lease Agreement, including but not limited to, the provisions of the Jessica Lunsford Act. Additionally, LESSEE acknowledges and agrees that the sole means of gaining access to the Demised Premises from the Parking Lot, by LESSEE as well as its staff, visitors, guests, invitees and clients (including parents of enrolled children), shall be by way of an established and designated point of entry, separate and apart from the School’s single point of entry and from any other point of entry utilized by the School’s faculty and staff (“**LESSEE’S Point of Entry**”), as depicted in the Parent Access & Drop-Off illustration in Exhibit “C”. LESSEE’S Point of Entry shall be attended by a member of LESSEE’S staff during LESSEE’S designated student drop-off and pick-up times, and the entry gate (“**Entry Gate**”) shall remain locked at all other times, during which access shall be coordinated through LESSEE’S notification system or by telephone, whereupon a member of LESSEE’S staff shall provide access, as further set forth in Article VII. LESSEE, its staff, visitors, guests, invitees and clients shall comply with established District safety and security protocols, as such protocols may be modified from time to time. For avoidance of doubt, the Entry Gate shall be attended by LESSEE and open only during arrival and dismissal of LESSEE’S students, and will be secured and locked at all other times.

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 Lease Agreement, at least One Hundred Twenty (120) days prior to the proposed effective date of such modification, 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 Parties agree that changes to the Demised Premises may only be accomplished through an amendment to this Lease 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 Lease 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 Lease Agreement shall be effective upon the latter date of execution of this Lease Agreement by both Parties (the **"Effective Date"**). The term of this Lease Agreement shall commence on the date that LESSEE gains physical access to the Demised Premises (hereinafter referred to as the **"Commencement Date"**), and shall end on June 30, 2031 at midnight, unless terminated sooner as provided for in this Lease Agreement (**"Initial Lease Term"**). Notwithstanding this provision, the Commencement Date shall not exceed Ninety (90) days after the Effective Date.

The Parties shall acknowledge the actual Commencement Date in a separate written instrument, which shall be attached hereto as **Exhibit "D**".

Notwithstanding any other provisions in this Lease Agreement, LESSEE represents and affirms that it shall provide the services set forth in the above-referenced ITN. Failure of LESSEE to provide, or not properly provide, such services, shall constitute a default whereby the LESSOR may terminate this Lease Agreement without penalty, subject, in each instance, to the notice and cure period requirements set forth in Article XVIII below.

IV.

RENT AND OPERATING EXPENSES

The annual rental rate for the period ending June 30, 2027 shall be Fifty-four Thousand Six Hundred Fifteen Dollars and 00/100 ($54,615.00), payable to LESSOR in twelve (12) equal monthly installments of Four Thousand Five Hundred Fifty-one Dollars and 25/100 ($4,551.25), beginning on the Commencement Date and on the first day of each month thereafter without demand (**"Rent"**). Notwithstanding this provision, the obligation to pay Rent shall not commence until Ninety (90) days after the Commencement Date or the first day that LESSEE begins offering its services to clients, whichever event occurs first. The period between the Commencement Date and initiating the payment of Rent shall be a rent-free period during which all other terms and conditions of this Lease Agreement shall remain in full force and effect. The first monthly payment may be prorated if necessary to reflect the actual Commencement Date. The annual rental rate for the second one-year period of the Initial Lease Term (July 1, 2027 – June 30, 2028), and for each one-year period thereafter of the Initial Lease Term (July 1, 2028 – June 30, 2029; July 1, 2029 – June 30, 2030; and July 1, 2030 – June 30, 2031), shall each increase effective July 1st of that year by four percent (4%) over the prior year's annual rental rate. The revised annual rental amount shall be due and payable in twelve (12) equal monthly installments as set forth above.

In addition to the payment of Rent, and 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"**). For purposes of this Lease Agreement, LESSEE has opted not to receive custodial/janitorial services from LESSOR, and such services shall not be provided by LESSOR or be an obligation of LESSEE as a part of Operating Expenses. In addition, Operating Expenses shall not include repair or maintenance of any specialized furniture, fixtures or equipment installed or utilized by LESSEE within the Demised Premises related to LESSEE'S operations, and LESSEE shall be responsible, at LESSEE'S sole cost and expense, to maintain same.

The amount of Operating Expenses (not including custodial/janitorial) for the period beginning on the Commencement Date is based on actual fiscal year 2025-2026 expenses, for a total of Seven Thousand Five Hundred Thirty-one Dollars and Sixty-eight Cents annually ($7,531.68). Accordingly, starting on the Commencement Date, and on the first day of each month thereafter, LESSEE shall pay LESSOR the amount of Six Hundred Twenty-seven Dollars and Sixty-four Cents ($627.64) (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 2026-2027 has been determined. At such time, the next monthly installment will be adjusted accordingly to reflect any increases or decreases as mentioned below.

Throughout the term of this Lease 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 Lease 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 of Rent or Operating Expenses, the Underpayment Amount or any other outstanding amounts ("**Additional Rent**") 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
Governmental Affairs & Land Use
Office of Facilities Design and Construction
Attention: Design and Planning Officer
1450 N.E. 2nd Avenue, Room 525
Miami, Florida 33132

If LESSEE fails to pay Rent, Additional Rent 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 Lease Agreement, may immediately terminate this Lease Agreement.

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

V.

USE OF DEMISED PREMISES; COMPLIANCE WITH EMERGENCY ORDERS

LESSEE covenants and agrees that the Demised Premises shall be used solely by LESSEE for operation of the above referenced Public-Private Partnership, and for no other purpose. Use of the Demised Premises for any other purpose shall constitute a material breach under this Lease Agreement. LESSEE covenants and agrees to accept the Demised Premises in its "as-is", "where-is" condition and basis with all faults as of the

Commencement Date of this Lease 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 Lease 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 Lease 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 Lease Agreement.

Notwithstanding the above, LESSEE acknowledges that effective with the Commencement Date, the Demised Premises may contain certain of the School's educational materials, equipment, and/or supplies, including but not limited to wall mounted 'white boards' ("**School Educational Materials**"). LESSOR reserves the right at all times to remove any such School Educational Materials. In the event removal of the School Educational Materials creates an impact to the Demised Premises (i.e. exposed mounting brackets or holes), LESSOR shall restore the impacted area to a condition compatible with the immediately adjacent area.

As a condition of entering into this Lease Agreement, LESSEE acknowledges and agrees that it shall not use the School's computer system (including any existing wiring or connections), or the School's telephone system (including any existing wiring or connections), and LESSEE shall be completely responsible for providing any and all voice, data or other such services, at its sole cost and expense. LESSEE covenants and agrees that operation of its computer/voice/data facilities shall not cause interference with the School's computer/voice/data operations. In the event LESSEE'S equipment causes

such interference, LESSEE shall take immediate action to correct or eliminate such interference, at LESSEE'S sole cost and expense, failing which, LESSOR may, at its option, place LESSEE in default under this Lease Agreement.

In accordance with the leasehold rights afforded Paradise Christian School, Inc., under this Lease Agreement, and in compliance with all other terms and conditions of this Lease Agreement, effective with the Commencement Date, LESSEE shall have full control, custody, right and use of the Demised Premises throughout the term of this Lease Agreement. Further, in compliance with the provisions set forth in Article XXXII, 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 Lease Agreement, the LESSOR shall have full control, custody, right and use of the balance of the School campus, including all parking lots, fields, 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, typically Monday through Friday from 7:30 a.m. to 6:00 p.m., provided such operations do not require special accommodations or operating costs 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 School Administrator 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. Such reimbursement shall be provided to LESSOR within thirty (30) days of receipt of an invoice for same.

Notwithstanding this provision, the Demised Premises shall remain available for use by LESSEE during its normal operating hours, at no additional expense, during the District's annual Summer recess.

In addition, in the event the LESSEE seeks to use any other portion of the School not a part of the Demised Premises (i.e. Media Center, Cafeteria, etc.) on a one-time or short-term basis, the LESSEE shall request such use through the School Administrator, at the School Administrator'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 Lease 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 Lease 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 (including Board Policies), County, State, or Federal Government upon the Demised Premises.

Notwithstanding any other provisions of the Lease 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. In the event the entire Demised Premises is no longer available for use by LESSEE due to

such a closure, Rent and Operating Expenses shall be prorated on a per diem basis. 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 Lease 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 Lease Agreement, and may result in the termination of the Lease Agreement by the LESSOR, at the LESSOR'S sole option, as set forth in Article XVIII of the Lease Agreement.

VI.

IMPROVEMENTS

As set forth above, effective with the Commencement Date, LESSEE shall occupy the Demised Premises in its as-is/where-is condition. Notwithstanding this provision, during the term of this Lease Agreement, LESSEE may complete improvements within the Demised Premises, at LESSEE'S sole cost and expense (as set forth below).

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 LESSEE commencing any Work, LESSOR shall utilize the services of a Building Code Compliance ("**BCC**") consultant for purposes of reviewing and approving all construction documents, and for required site inspections and final sign-off of the Work. LESSEE shall be responsible for payment to the LESSOR of all costs borne by the LESSOR for such plan review and inspections, and LESSEE shall submit payment to the LESSOR for this cost prior to commencement by the LESSOR'S BCC consultant of such services. LESSEE shall also be responsible for any costs associated with issuance by the District's Building Department of permit(s) or other jurisdictional approvals ("**Permits**"). LESSEE further acknowledges and agrees that, as a condition precedent to commencing any Work within the Demised Premises, LESSEE shall prepay to the LESSOR Eight Percent (8%) of the estimated cost of the Work, at which time LESSOR shall assign a District representative ("**District Representative**") to assist LESSEE with those processes and procedures

necessary for LESSEE to secure jurisdictional plan review, issuance of Permits and other associated tasks. LESSEE shall provide funding to LESSOR in the full amount charged for these services, prior to issuance by LESSOR of construction Permits. Additionally, LESSEE shall be responsible for all costs associated with design of 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 the 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 Lease 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 School Administrator and assigned District Representative to ensure the safety of the LESSOR'S students, staff, visitors, invitees and the public at all times. In addition, LESSEE and its contractors shall work closely with the School Administrator and assigned District Representative 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 School Administrator. Prior to the commencement of the Work, LESSEE shall provide the LESSOR, or its designee, with a schedule for the commencement and completion of the Work. If the LESSOR, or its designee, requests that LESSEE cease any work within the Demised Premises due to unreasonable interference or violation of any applicable rules and regulations or the LESSOR'S criteria, then LESSEE shall immediately discontinue its activities at the Demised Premises, and shall proceed only after the LESSOR, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized LESSEE to continue.

LESSEE shall cause any contractor doing work within the Demised Premises to indemnify, defend and hold harmless the LESSOR, its employees and representatives from any and all liability, damages and claims. In addition, as a pre-condition to commencing the Work, LESSEE shall require LESSEE'S contractor(s) to provide the following minimum levels of insurance coverage: (1) Commercial General Liability Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of LESSEE'S contractor(s), in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all

employees of LESSEE'S contractor(s) as required by Florida Statutes, and (4) Property Insurance. "The School Board of Miami-Dade County, Florida, and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. LESSEE'S contractor(s) shall maintain such insurance at all times while conducting construction related activities throughout the term of this Lease 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 Lease 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 Lease 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, whether under a single contract or multiple contracts relating to the same project, at LESSOR'S sole option, and in conformance with Section 255.05 F.S., the LESSEE shall cause its contractor to provide a certified copy of a recorded payment and performance bond ("**Bond**"), in an amount sufficient to cover the cost of the Work. Further, in conformance with Section 255.05(a)(1) F.S., the Bond shall name the School Board (as property owner), and the LESSEE (as the contracting public entity), and a copy of same shall be provided to the School Board prior to the start of any construction or related activities at the Demised Premises. The LESSEE shall not divide, phase, or structure the Work into separate contracts or components for the purpose of avoiding the bonding requirements set forth herein.

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 Lease 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 Lease 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 Lease 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.

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

health, safety, and security requirements and criteria (as established and enforced by the School Administrator), 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.

LESSEE acknowledges and agrees that the School is a kindergarten through grade eight (K-8) public school site and, as such, is subject to all Florida school safety requirements at all times, regardless of the LESSEE'S separate licensure or the population it serves. Without limiting the generality of the foregoing, LESSEE shall comply, at all times and at LESSEE'S sole cost and expense, with all school safety requirements imposed under Section 1006.07, Florida Statutes, and the implementing rules of the State Board of Education, as each may be amended from time to time, including, without limitation, the requirements that all instructional spaces and classrooms within the Demised Premises remain locked to prevent ingress when occupied by students, and that all access points into the School building(s) remain closed, locked and secured so as to maintain the School's secure exclusive zone. LESSEE shall not take any action, and shall not permit any of its staff, clients, invitees or guests to take any action, that would compromise the School's secure exclusive zone or any School safety or security measure.

After review and approval by LESSOR of LESSEE'S proposed notification system, LESSEE shall, at LESSEE'S sole cost and expense, install, maintain and operate an independent electronic notification system at LESSEE'S Point of Entry into Building 04, which shall serve to notify LESSEE when LESSEE'S clients, staff or visitors need to enter the Demised Premises. LESSEE acknowledges and agrees that its Point of Entry into Building 04 shall remain locked at all times, except when attended by a member of LESSEE'S staff.

The LESSEE shall secure and lock all doors and gates within the Demised Premises 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 School Administrator shall have overall responsibility for any School site operational issues, including without limitation, building security, safety, etc., and LESSEE shall comply with

all such requirements established by the School Administrator with respect thereto. 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 Lease Agreement.

LESSEE acknowledges and agrees that, although LESSEE'S officers, directors, employees and staff are not employees of the School Board, LESSEE shall be solely responsible for the acts and omissions of its officers, directors, employees, staff, clients, invitees and guests within the Demised Premises and elsewhere on the School campus, including their compliance with all School safety and security requirements set forth in this Lease Agreement. Responsibility for any failure by LESSEE or any of the foregoing persons to comply with such requirements—including, by way of example and not limitation, failing to keep an instructional space or classroom door locked while occupied by students—shall rest solely with LESSEE and shall not be attributed to the School Administrator or the School Board. LESSEE shall promptly report to the School Administrator or the School resource or police officer on campus any incident occurring within the Demised Premises or on the School campus involving the health, safety or security of students, staff or visitors, so that the School Board may fulfill any reporting obligation arising under applicable law. Any failure by LESSEE to comply with the requirements of this Article VII shall constitute a material breach of this Lease Agreement and may result in cancellation of this Lease Agreement by LESSOR, at LESSOR'S sole option, as set forth in Article XVIII.

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 Lease Agreement. LESSOR shall 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**"). Routine Custodial 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 Lease Agreement. Notwithstanding this provision, LESSEE has opted not to receive custodial/janitorial services from LESSOR, and such services shall not be provided by LESSOR or be an obligation of LESSEE as a part of Operating Expenses.

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 Lease 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.

Notwithstanding the above or any other provisions of the Lease 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 Lease Agreement and may result in the cancelation of this Lease 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 Lease Agreement, the LESSEE shall, on or before the Board Authorization Date, provide the LESSOR with a Certificate of Insurance ("**COI**") 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, including a waiver of subrogation

endorsement. 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, including an endorsement for Sexual Abuse and Molestation Liability. 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 Lease 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 COI 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 Board Authorization Date, and shall remain in full force and effect during the term of this Lease 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 Lease Agreement.

X.

FURNITURE, FIXTURES AND EQUIPMENT

As a condition of entering into this Lease Agreement, LESSOR shall not provide any School Board-owned furniture, fixtures and equipment ("**FF&E**") within the Demised Premises for LESSEE'S use. LESSEE shall provide all FF&E as may be required for its operations. As set forth above, LESSOR shall have no responsibility for repair or

maintenance of any of LESSEE'S FF&E.

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 Lease 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 Lease 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 Lease 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 Lease 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 Lease 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 Lease 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 Lease Agreement. Nothing in this Lease 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 Lease Agreement.

XV.

ASSIGNMENT AND SUBLETTING

LESSEE shall not, at any time during the term of this Lease Agreement, sublet in whole or in part the Demised Premises, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Lease 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 Lease Agreement, and may result, at LESSOR'S sole option and without penalty, in the cancelation of this Lease Agreement, as set forth in Article XVIII.

XVI.

EXTENSION OF LEASE AGREEMENT

This Lease Agreement may be extended for one (1) additional period of two (2)

years, under the same terms and conditions contained in this Lease Agreement (other than payment of Rent), at the sole option of LESSOR, and provided LESSEE is not in default of the terms of this Lease Agreement and gives written notice to LESSOR seeking such an extension a minimum of One Hundred Twenty (120) days prior to the end of the Initial Lease Term. The annual rental rate during each one-year period of the two (2) year extension (July 1, 2031 – June 30, 2032; and July 1, 2032 – June 30, 2033) shall increase effective July 1st of that year, by four percent (4%) over the prior year's annual rental rate. The revised annual rental amount shall be due and payable in twelve (12) equal monthly installments as set forth in Article IV.

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 Lease Agreement in compliance with the provisions set forth in Article XXIII. In addition to the above, the Lease Agreement may be extended, if needed, for a period of ninety (90) days beyond the expiration of the then current term, at the LESSOR'S sole option.

XVII.

CANCELLATION

In addition to the provisions of Articles XVIII and XXX, or any other applicable provisions of this Lease Agreement, LESSEE may cancel this Lease Agreement, without cause or penalty, at any time during the Initial Lease Term or any extensions thereof, by giving the LESSOR written notice at least ninety (90) days prior to the effective date of said cancellation.

In addition to the provisions of Articles XVIII, XXX, XXXIX(J) and XXXIX(M) or any other applicable provisions of this Lease Agreement, LESSOR may cancel this Lease Agreement, without cause or penalty, at any time during the Initial Lease Term or any extensions thereof: (1) if the LESSOR sells the Demised Premises, by giving the LESSEE written notice at least nine (9) months prior to the effective date of said cancellation; (2) if the Demised Premises is required for a District purpose, as it may be solely determined by the LESSOR, by giving the LESSEE written notice at least twelve (12) months prior to the effective date of said cancellation; and (3) notwithstanding the preceding, LESSOR

may cancel the Lease Agreement at will and without penalty, by giving the LESSEE written notice at least twelve (12) months prior to the effective date of said cancellation. In addition to the above, LESSOR may cancel the Lease Agreement for cause and without penalty, in the event of an uncured material breach by LESSEE, as set forth below.

Notwithstanding the foregoing, in the event LESSOR cancels this Lease Agreement for any reason other than due to an uncured default or material breach by LESSEE (as set forth in Article XVIII), LESSOR shall make a good faith effort to identify and offer to LESSEE an alternate District-owned facility that could potentially be made available for use by LESSEE under terms and conditions similar to those set forth in this Lease Agreement. Any such alternate facility shall be subject to: (1) availability, as solely determined by LESSOR; (2) the negotiation of a new lease agreement between the Parties; and (3) approval by the School Board of the proposed lease agreement at a regularly scheduled School Board meeting. LESSOR makes no representation, warranty, or guarantee that any such alternate facility will be available, suitable, or acceptable to LESSEE, and LESSOR'S inability to identify or offer alternate space shall not constitute a default by LESSOR, extend the cancellation provisions set forth in this Article XVII, give rise to any claim for damages, or entitle LESSEE to any remedy under this Lease Agreement or at law or in equity.

In the event of cancellation by either Party, LESSEE shall surrender and vacate the Demised Premises in compliance with Article XXII of this Lease Agreement.

XVIII.

DEFAULT

LESSOR shall notify LESSEE in writing regarding LESSEE’S failure to perform or to comply with the terms and condition of this Lease Agreement. If LESSEE fails to cure the default within thirty (30) days after receiving written notice or does not provide LESSOR with a written response indicating the status of LESSEE’S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, LESSOR shall have the right to terminate this Lease Agreement, without penalty, upon ten (10) days

additional written notice to LESSEE.

Notwithstanding the above, the Parties acknowledge and agree that any material breach of this Lease Agreement by LESSEE beyond the Cure Period (defined below) may result in the cancellation of this Lease Agreement, irrespective of any other provisions of this Lease Agreement. LESSOR shall provide LESSEE with written notice of a material breach of this Lease 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 Lease Agreement, (2) failure to comply with the Jessica Lunsford Act, (3) failure to comply with Article XXI of this Lease Agreement regarding infrastructure improvements and regulatory compliance, (4) failure to pay taxes or special assessments as outlined in Article XXI of this Lease 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 Lease 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 Lease Agreement, (8) use of the Demised Premises for any reason not provided for in Article V of this Lease 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 Lease Agreement, and (10) failure to comply with the security and safety criteria set forth in Article VII of this Lease Agreement.

LESSEE shall notify LESSOR in writing regarding LESSOR'S failure to perform or to comply with the terms and conditions of this Lease 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 terminate this Lease Agreement, without penalty, upon ten (10) days additional written notice to LESSOR.

XIX.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Lease 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 Lease Agreement.

If at any time during the term of this Lease 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 Lease Agreement.

XXII.

SURRENDER OF PREMISES

Except as otherwise provided in this Lease Agreement, LESSEE agrees, at the expiration, termination or cancellation of this Lease 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 Lease 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, FF&E 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 Lease Agreement, and to restore the Demised Premises to the same or better condition as existed before the Commencement Date of this Lease 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, if any, 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 Lease Agreement shall be considered abandoned.

XXIII.

AMENDMENTS

In addition to any requirements set forth elsewhere in this Lease Agreement, LESSOR and LESSEE, by mutual agreement, shall have the right, but not the obligation, to amend this Lease Agreement, which shall be accomplished through the execution by the Parties of an amendment to this Lease 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 Lease 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 Lease 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 Lease Agreement.

XXVI.

CONSTRUCTION OF LEASE AGREEMENT

This Lease 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 Lease 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 Lease Agreement and the balance of the Lease Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Lease 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 Lease 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 Lease 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
Perla Tabares Hantman 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:

Paradise Christian School, Inc
Attention: Dr. Eillen Fluney, CEO/Executive Director
6184 West 21 Court
Hialeah, FL 33016
Email: dreileenfluney@gmail.com

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

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

E. Prior to Effective Date of this Lease 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 Lease Agreement, and that the party signing this Lease Agreement is fully authorized and has the legal capacity to do so, on behalf of the LESSEE.

F. Except as otherwise provided in this Lease 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

Lease 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 Lease 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 untenantable or unfit for the purposes intended, LESSOR may, at LESSOR'S sole option, either cancel this Lease 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 or on behalf of the LESSEE under this Lease 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 Lease Agreement.

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

XXXI.

HAZARDOUS MATERIALS

For purposes of this Lease 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 Lease 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 Lease 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, the school safety requirements of Section 1006.07, Florida Statutes, and the implementing rules of the State Board of Education, 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 Lease Agreement may be modified by the School Board in compliance therewith.

XXXIII.

SUBORDINATION AND ESTOPPEL

This Lease 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 Lease Agreement, within thirty (30) days of receipt of such a request.

XXXIV.

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

This Lease 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 Lease 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 Lease 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 Lease Agreement and following the expiration or early termination or cancellation of this Lease 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 Lease 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 Lease 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 Lease 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 LEASE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@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, in conformance with School Board Policies and subject to the prior written approval of LESSOR, or its designee, and in conformance with all rules and regulations governing public schools. Upon the termination, expiration or cancellation of this Lease 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. Notwithstanding the foregoing, it is understood and agreed that LESSEE, a Florida not for profit corporation, will be independently operating its program

within 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 corporate status shall remain active and in good standing throughout the term of this Lease Agreement, and LESSEE shall provide evidence of same to LESSOR, prior to the Effective Date of this Lease Agreement and annually thereafter, as required by the LESSOR. LESSEE has full power to execute, deliver, and perform its obligations under this Lease Agreement. The execution and delivery of this Lease Agreement, and the performance by LESSEE of its obligations under this Lease 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 Lease Agreement binding on LESSEE. The individual(s) executing this Lease 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 Lease 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 Lease Agreement.

XXXIX.

MISCELLANEOUS PROVISIONS

A. **RECORDATION:** This Lease 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 Lease Agreement shall terminate on the date title vests in the taking authority. Operating Expenses and Rent 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 Lease 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 LEASE 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 Lease 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 Lease 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 Lease 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. LESSEE may market its services to prospective parents and may pre-enroll children in its programs. All printed materials produced by LESSEE that reference its use and occupancy of the Demised Premises shall be approved by the LESSOR'S designee prior to dissemination.

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, early childhood licensing requirements in the applicable jurisdiction, certificates or approvals needed, if any, for the operation of LESSEE'S program at the Demised Premises, prior to the commencement of any activities by LESSEE within the Demised Premises requiring same. The Parties acknowledge and agree that LESSOR, through its Division of Safety & Emergency Management, retains responsibility for fire safety inspections for the School, inclusive of the Demised Premises, and LESSOR shall provide LESSEE with a Fire Safety Inspection Report for the Demised Premises within fifteen (15) business days of receiving such a written request.

I. **COUNTERPARTS:** This Lease 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 Lease Agreement. Electronic signatures shall be deemed as originals.

J. **TAX-EXEMPT STATUS:** In addition to the provisions of Article XXI of this Lease 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 Lease Agreement, and may result, at the LESSOR'S sole option, in the termination of this Lease Agreement for cause, as outlined in Article XVIII of this Lease 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 Lease 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 Lease Agreement, the LESSEE shall execute the attached affidavit, which shall be attached hereto and become a part hereof as **Exhibit "E**".

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 Lease 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, the School Board shall terminate this Lease 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 Lease 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 Lease 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 Lease Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Lease Agreement.

XL.

ENTIRE LEASE AGREEMENT

This Lease Agreement and all Exhibits attached hereto, as those Exhibits may be substituted from time to time as provided for herein, constitute the entire Lease 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 Lease Agreement to be executed by their respective and duly authorized officers the day and year first written above.

WITNESSES AS TO LESSOR:

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

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

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

By:_____
Mr. Rafael A. Villalobos
Superintendent of Schools
Date:_____

RECOMMENDED:

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

TO THE LESSOR: APPROVED AS TO RISK MANAGEMENT ISSUES:

_____
Office of Risk and Benefits Management
Date: _____

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

_____
General Council
Date:_____

TO THE LESSOR: APPROVED AS TO TREASURY MANAGEMENT ISSUES:

_____
Treasury Management
Date: _____

WITNESSES AS TO LESSEE:

_____Print
Name:_____
Address: _____

_____Print
Name:_____
Address: _____

LESSEE:
PARADISE CHRISTIAN SCHOOL, INC., a Florida not for profit corporation

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

EXHIBIT "A"

LEASE AGREEMENT BY AND BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND PARADISE CHRISTIAN SCHOOL, INC.

RESOLUTION

A duly executed Resolution, properly executed by an authorized representative of LESSEE attesting to the authority of LESSEE'S representative to execute this Lease Agreement on its behalf, is attached hereto as **Exhibit "A**".

[consisting of __N/A__ (N/A) pages, including this title page]

NOTE: Eilleen Fluney, in her capacity as President of Paradise Christian School, Inc., a Florida not for profit corporation (d/b/a Paradise Early Learning Academy) is duly authorized to execute this Lease Agreement on behalf of Paradise Christian School, Inc.

EXHIBIT "B"

LEASE AGREEMENT BY AND BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND PARADISE CHRISTIAN SCHOOL, INC.

DEMISED PREMISES

Effective with the Commencement Date of this Lease Agreement, LESSEE shall lease from LESSOR the portion of the School campus consisting of approximately One Thousand Nine Hundred Eighty-six (1,986) square feet of classroom space, as more particularly described **Exhibit "B"**, attached hereto and made a part hereof.

[consisting of four (4) pages, including this title page]

Exhibit "B"

IN CONFORMANCE WITH SCHOOL BOARD POLICY,
THIS EXHIBIT DEPICTING THE DEMISED PREMISES HAS BEEN DESIGNATED CONFIDENTIAL
AND IS EXEMPT FROM PUBLIC RECORDS. IN THE EVENT THE AGREEMENT IS TO BE POSTED
OR PROVIDED TO THE PUBLIC IN ANY FORMAT, THE SUBJECT EXHIBIT MUST BE REDACTED.

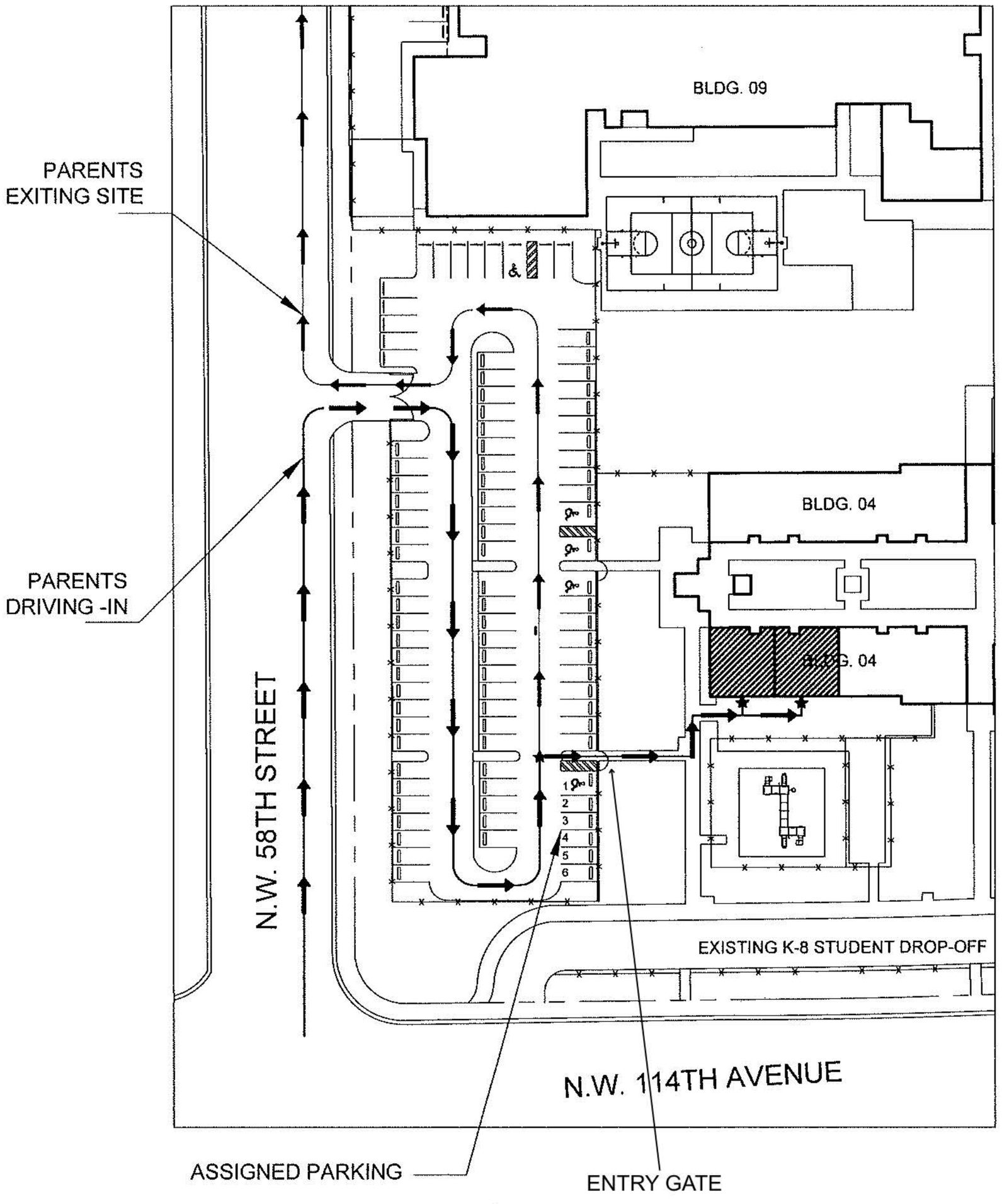
EXHIBIT "C"

LEASE AGREEMENT BY AND BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND PARADISE CHRISTIAN SCHOOL, INC.

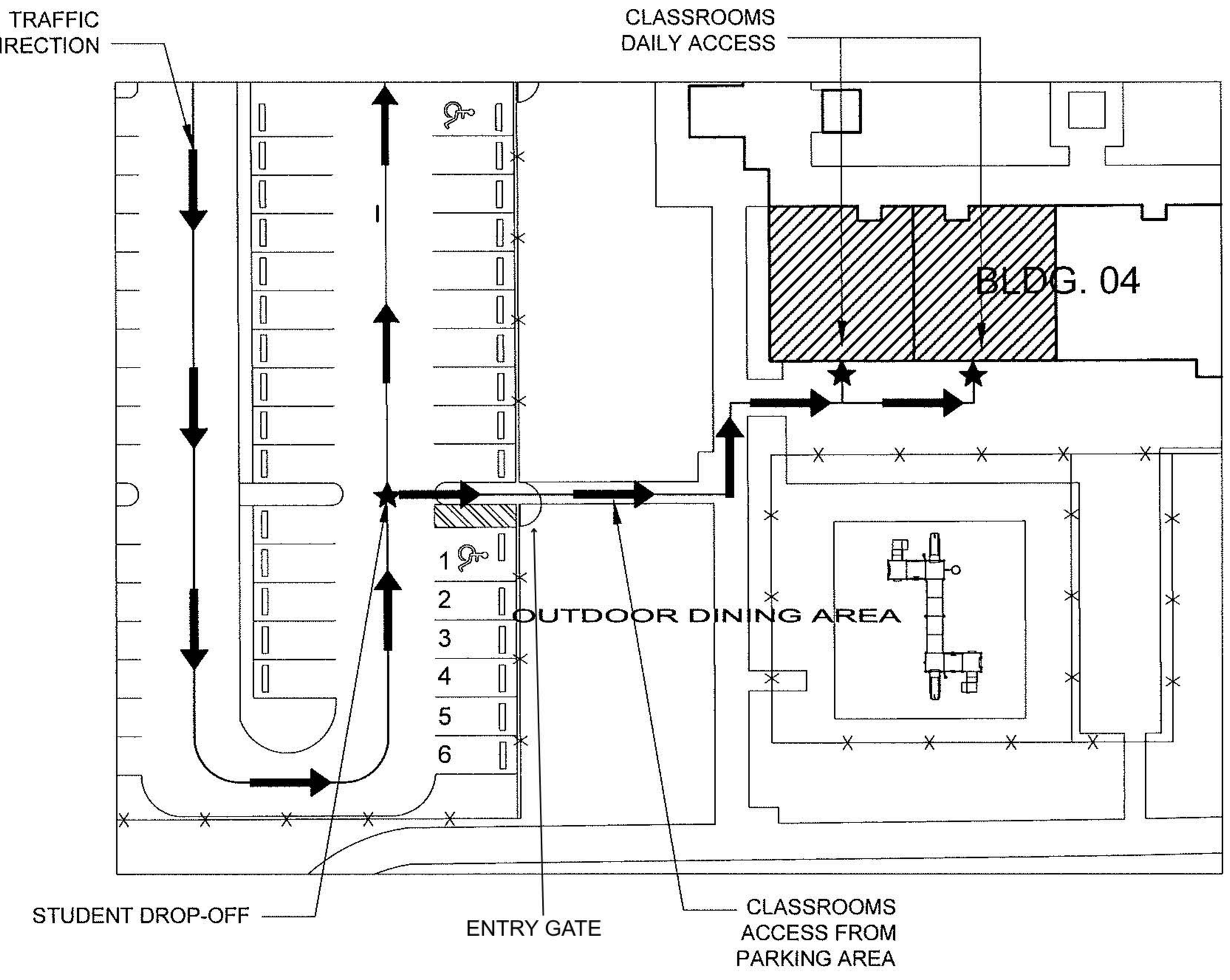
LESSEE'S SINGLE POINT OF ENTRY

LESSEE'S Single Point of Entry, for use by LESSEE, its visitors, guests, invitees and clients, shall be exclusively by way of the Entry Gate, located South of Building 04 as detailed in **Exhibit "C".**

[consisting of two (2) pages, including this title page]



SITE LOCATION



ACCESS DETAILED PATH

EUGENIA B. THOMAS K-8 CENTER
Early Childhood Program Access

EXHIBIT "D"

LEASE AGREEMENT BY AND BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND PARADISE CHRISTIAN SCHOOL, INC.

COMMENCEMENT DATE

The Parties have confirmed the Commencement Date of this Lease Agreement in a separate written instrument, which instrument is attached hereto as **Exhibit "D**".

[consisting of _____ (__) pages, including this title page]

EXHIBIT "E"

LEASE AGREEMENT BY AND BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND PARADISE CHRISTIAN SCHOOL, INC.

HUMAN TRAFFICKING AFFIDAVIT

A Human Trafficking Affidavit, in compliance with Section 787.06(13), Florida Statutes, is attached hereto as **Exhibit "E**".

[consisting of two (2) pages, including this title page]

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name:_____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title:_____

Address:_____

City:_____State: _____ ZIP:_____

Phone Number: _____

Email Address: _____

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. The School Board of Miami-Dade County, Florida, is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title:_____

Date:_____